Jason M. Springs
District 1

Roger M. Poston
District 2

Dr. Alphonso Bradley
District 3

Jerry W. Yarborough, Jr.
District 4

Kent C. Caudle
District 5

Vacant
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, JULY 15, 2021
9:00 A. M.

The Council meeting will be accessible via live stream at www.florenceco.org.

I. CALL TO ORDER: **WILLARD DORRIETY, JR., CHAIRMAN**

II. INVOCATION: **WAYMON MUMFORD, SECRETARY/CHAPLAIN**

III. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:
KENT C. CAUDLE, VICE CHAIRMAN

IV. WELCOME: **WILLARD DORRIETY, JR., CHAIRMAN**

V. MINUTES:

MINUTES OF THE JUNE 17, 2021 REGULAR MEETING
Council Is Requested To Approve The Minutes Of The June 17, 2021 Regular Meeting Of County Council.

VI. PUBLIC HEARINGS:

Council Will Hold Public Hearings To Receive Public Input With Regard To The Following:

A. RESOLUTION NO. 01-2021/22

A Resolution To Establish A Fee Schedule For The Lease Of Parking Spaces Within The County Complex Parking Lot And/Or Parking Deck At The Rate Of $500 Per Space Annually; And Authorize The County Administrator To Execute Lease Agreements With Various Entities For Use Of The Space; And Other Matters Related Thereto.

B. ORDINANCE NO. 30-2020/21

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE, II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-28. – Table I: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Residential Districts.; And, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts; And, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-111. – Development Standards For Unzoned Areas. (6) Certain uses And Industrial Projects.; And Other Matters Related Thereto.

C. ORDINANCE NO. 31-2020/21

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And QVC, Inc. Providing For A Payment Of A Fee In Lieu Of Taxes; Certain Special Source Revenue Credits; And Other Matters Related Thereto.

D. ORDINANCE NO. 32-2020/21

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Florence County, South Carolina And Project Proton Providing For A Payment Of Fee In Lieu Of Ad Valorem Taxes And Other Matters Relating Thereto.

VII. APPEARANCES:

No Requests To Appear Were Received Prior To Publication Of The Agenda.

VIII. COMMITTEE REPORTS:

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

Administration & Finance
(Chairman Dorriety, Councilmen Mumford, Poston and Brand)

Public Services & County Planning
(Councilman Caudle/Chair, Councilmen Bradley and Springs)

July 1, 2021 *Comprehensive Plan (Joint with Planning Commission)*

Justice & Public Safety
(Councilman Springs/Chair, Councilmen Poston and Yarborough)

Education, Recreation, Health & Welfare
(Councilman Springs/Chair, Councilmen Bradley and Yarborough)

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

February 20, 2020 *City-County Conference Committee*

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION NO. 01-2021/22

A Resolution To Establish A Fee Schedule For The Lease Of Parking Spaces Within The County Complex Parking Lot And/Or Parking Deck At The Rate Of $500 Per Space Annually; And Authorize The County Administrator To Execute Lease Agreements With Various Entities For Use Of The Space; And Other Matters Related Thereto.

B. RESOLUTION NO. 02-2021/22

A Resolution To Approve Adoption Of The Criteria For The Development Of 2020 Redistricting Plans.

C. RESOLUTION NO. 03-2021/22

An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project Longshot.

X. 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. 30-2020/21** ***(Public Hearing)***
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE, II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-28. – Table I: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Residential Districts.; And, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts; And, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-111. – Development Standards For Unzoned Areas. (6) Certain uses And Industrial Projects.; And Other Matters Related Thereto.
(Planning Commission approved 6 to 0)

5. **ORDINANCE NO. 31-2020/21** ***(Public Hearing)***
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And QVC, Inc. Providing For A Payment Of A Fee In Lieu Of Taxes; Certain Special Source Revenue Credits; And Other Matters Related Thereto.

6. **ORDINANCE NO. 32-2020/21** ***(Public Hearing)***
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Florence County, South Carolina And ~~Project Proton~~ Pee Dee Electric Cooperative, Inc. Providing For A Payment Of Fee In Lieu Of Ad Valorem Taxes And Other Matters Relating Thereto.

7. **ORDINANCE NO. 33-2020/21**
An Ordinance To Provide For The Lease Of Certain Real Property Located In Johnsonville, South Carolina Designated On The Florence County Tax Assessor's Records As Parcel Numbers 00441-05-027, 00441-05-018 And 00441-05-051, To The City Of Johnsonville, And Other Matters Related Thereto.

8. **ORDINANCE NO. 34-2020/21**
An Ordinance To Convey Approximately 0.328 Acres Of Property On Florence Harllee Boulevard At The Pee Dee Touchstone Energy Commerce Park Identified As Tract "3" On A Plat Prepared By Ervin Engineering Dated May 25, 2018 To 2570 Florence Harllee Boulevard, LLC.

B. SECOND READING

There Are No Ordinances For Second Reading.

C. INTRODUCTION

1. ORDINANCE NO. 02-2021/22

An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. – ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY, Section 30-9. – Unzoned Areas.; And Other Matters Related Thereto.
(Planning Commission approved 7 to 0)

2. ORDINANCE NO. 03-2021/22

An Ordinance To Rezone Property Owned By EEZ Properties-Emevasha Davis To Change The Zoning Designation For The Property Of Tax Map Number 70012, Block 13, Parcel 009 Located At 115 Brockington Street, Timmonsville From R-3, Single-Family Residential District, To B-3, General Commercial District; And Other Matters Related Thereto.
(Planning Commission approved 7 to 0)(Council District 4)

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. CITY-COUNTY MEMORIAL STADIUM COMMISSION

Council Is Asked To Approve The Appointment Of Myron Frieson To Serve On The City-County Memorial Stadium Commission, To Represent Florence County (Seat 8) With Appropriate Expiration Term.

B. ECONOMIC DEVELOPMENT PARTNERSHIP BOARD

Council Is Asked To Approve The Appointment Of Mary Dittman To Serve On The Economic Development Partnership Board Representing Council District 5, With Appropriate Expiration Term.

C. POLICY COMMISSION ON RECREATION

1. Council Is Asked To Approve The Re-Appointments Of Kenny Lovette And Bob Gardner To Serve On The Policy Commission On Recreation Representing Council Districts 3 And 9 Respectively, With Appropriate Expiration Terms.

2. Council Is Also Asked To Approve The Appointment Of David Rast To Serve On The Policy Commission On Recreation Representing Council District 5, With Appropriate Expiration Term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Are Provided To Council For Fiscal Year 2021 Through May 31, 2021 As An Item For The Record.

B. ECONOMIC DEVELOPMENT/PROCUREMENT

AWARD BID NO. 22-20/21

Council Is Asked To Award Bid No. 22-20/21, Florence County Industrial Park East Improvements (Phase I) To Digging Deep Construction, LLC Of Gable, SC In The Amount Of $2,248,631 (Base Bid Of $2,113,251 Plus Alternate 1 In The Amount Of $111,110 And Alternate 2 In The Amount Of $24,270) To Be Funded From 2021 Economic Development Bond Funds In The Amount Of $1,548,631, Duke Energy Grant Funds In The Amount Of $200,000 And A SC Department Of Commerce Site Enhancement Grant In The Amount Of $500,000. *(6 Bids Received)*

C. PARKS & RECREATION

SCHOOL DISTRICT 2 LEASE AGREEMENT

Council Is Asked To Approve The Renewal Of A Lease With Florence County School District No. 2 For The High School Baseball Field, High School Softball Field, High School Football Field, High School Gymnasium, Elementary And Middle School Gymnasium And Middle School Athletic Fields For A Period Of Twenty (20) Years In The Annual Amount Of One ($1.00) Dollar To Be Utilized By Florence County Parks And Recreation Department.

D. PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Council Is Asked To Declare Two (2) Ford F-150 XL Trucks And Two (2) Dodge Chargers As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

E. PROCUREMENT/ECONOMIC DEVELOPMENT

AWARD BID NO. 01-21/22

Council Is Asked To Award Bid No. 01-21/22, Monumental Sign For Florence County Industrial Park East To Skyline Signs, LLC, Conway, SC In The Amount Of $49,457 To Be Funded From 2021 Economic Development Bond Funds. *(3 Compliant Bids Received).*

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

DEWITT BLUFF LANDING

Council Is Asked To Approve The Expenditure Of Up To $22,000.00 From Council Districts' Infrastructure Funding Allocations (Approximately $2,445 Each District Or As Indicated On The Approving Documentation) To Put A Submersible Pump (Well), Run Electricity To The Picnic Shelter And Put In 10 Lights And Four Fans, And Run Electrical From Existing Pole Across The Parking Lot And Put In A New Pole For Service, At The Dewitt Bluff Landing.

B. INFRASTRUCTURE/UTILITY

INTERSTATE LIGHTING

Council Is Asked To Approve The Expenditure Of Up To $36,000 From Council Districts' Infrastructure/Utility Funding Allocations As Indicated On The Approving Documentation To Fund Half The Cost Of Converting Approximately 4,500 Streetlights To LED Lights Within The City Limits Of The City Of Florence, Contingent Upon The City Of Florence Accepting Responsibility For Interstate Lighting At The Interchanges On I-95 Within The Florence Area.

C. ROAD SYSTEM MAINTENANCE FEE (RSMF)

DEEP CREEK ROAD

Council Is Asked To Approve The Expenditure Of Up To $1,750.00 From Council District 2 RSMF Funding Allocation For 50 Tons Of MBC Stone To Be Put On Deep Creek Road.

XIV. EXECUTIVE SESSION:

Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended Council Is Asked To Enter Executive Session To Receive Legal Advice.

XV. INACTIVE AGENDA

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Minutes Of The June 17, 2021 Regular Meeting Of County Council.

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

ATTACHMENTS:
Copy of proposed Minutes of the June 17, 2021 regular meeting.

REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, JUNE 17, 2021, 9:00 A.M., COUNTY COMPLEX, COUNCIL CHAMBERS, ROOM 803, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:
Willard Dorriety, Jr., Chairman
Waymon Mumford, Secretary/Chaplain (Telephonically)
Alphonso Bradley, Council Member
Roger M. Poston, Council Member
Jason M. Springs, Council Member
Frank J. "Buddy" Brand, II, Council Member
Jerry W. Yarborough, Jr., 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, Vice Chairman

ALSO PRESENT:
Keith von Lutcken, Coroner
Arthur C. Gregg, Jr., Public Works Director
James Goff, Finance Director
Mitch Fulmore, Interim EMD Director
Tommy Sullivan, FCSO Chief Deputy
Randy Godbold, VA Officer
Probate Judge Jesse Cartrette
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Chief Howard Worrell, West Florence Fire Department
Matthew Christian, Morning News Staff writer

A notice of the regular meeting of the Florence County Council appeared in the June 16, 2021 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). 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.

DRAFT

CALL TO ORDER/INVOCATION/PLEDGE/WELCOME:

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

APPROVAL OF MINUTES:

Councilman Brand made a motion Council Approve The Minutes Of The May 20, 2021 Regular Meeting Of County Council. 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 Mumford was present telephonically and voted.

PUBLIC HEARINGS:

The Clerk Published The Titles And The Chairman Declared The Public Hearings Opened For The Following:

ORDINANCE NO. 26-2020/21

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement And Incentive Agreement By And Between Florence County, South Carolina And A Company Or Companies Known To The County At This Time As "Project Jam" With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes, Including The Provision Of Certain Special Source Credits; And Other Matters Related Thereto.

ORDINANCE NO. 28-2020/21

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

ORDINANCE NO. 33-2020/21

An Ordinance To Provide For The Lease Of Certain Real Property Located In Johnsonville, South Carolina Designated On The Florence County Tax Assessor's Records As Parcel Numbers 00441-05-027, 00441-05-018 And 00441-05-051, To The Town Of Johnsonville, And Other Matters Related Thereto.

ORDINANCE NO. 34-2020/21

An Ordinance To Convey Approximately 0.328 Acres Of Property On Florence Harllee Boulevard At The Pee Dee Touchstone Energy Commerce Park Identified As Tract "3" On A Plat Prepared By Ervin Engineering Dated May 25, 2018 To 2570 Florence Harllee Boulevard, LLC.

DRAFT

APPEARANCES:

JORDAN LEWIS – CENTER FOR HEIRS' PROPERTY PRESERVATION

The Chairman advised that the Clerk was notified by the Center for Heirs' Property Preservation on Wednesday, June 16th to Cancel the request for Ms. Lewis, Community Liaison for the Pee Dee Region, to Appear Before Council to Speak About the Organization, Its Mission, and Request Opportunities to Serve Florence County.

LOUIS ZELLER – BLUE RIDGE ENVIRONMENTAL DEFENSE LEAGUE

Mr. Zeller, Executive Director, Appeared Before Council To Address A Rulemaking Before The South Carolina Public Service Commission Which Would Affect Florence County With Regard To The Proposed Dominion Energy South Carolina Riverneck-Kingsburg Pipeline Project. The organization was founded in 1984 and had projects and chapters in six (6) southeastern states, including South Carolina. Mr. Zeller expressed opposition to the proposed Dominion Energy South Carolina Riverneck-Kingsburg Pipeline Project. (The information provided by Mr. Zeller including petitions by residents, as well as his presentation is attached and incorporated by reference.) Chairman Dorriety thanked Mr. Zeller for his presentation and his concern for the rights of the citizens of Florence County.

COMMITTEE REPORTS:

Chairman Dorriety stated that with the absence of Councilman DeBerry, changes were made to some of the Committee assignments and those changes were included in the Committees listed on the Agenda. He announced that Councilman Poston had been appointed to serve on Administration & Finance in the seat previously held by Councilman DeBerry; and Councilman Springs had been appointed to serve as the Chairman of Justice & Public Safety and Councilman Yarborough had been added to that Committee as well.

COMMITTEE ON ADMINISTRATION & FINANCE

Chairman Dorriety stated that the Committee on Administration & Finance met on June 3rd to continue discussion of the FY2022 budget. The Committee provided recommendations to the Administrator and staff and those recommendations were included in the Agenda packet for Council's consideration at the appropriate time for third reading of the Budget Ordinance. The Chairman stated the Committee reported this item out favorably.

COMMITTEE ON AGRICULTURE, FORESTRY, MILITARY AFFAIRS & INTERGOVERNMENTAL RELATIONS

Committee Member Brand commented that he had attended the City of Florence Council meeting the previous Monday. He encouraged the City Council members to work with the County Council for the benefit of all and he was of the opinion that the City Council members were very attentive and excited to work with the County.

RESOLUTIONS/PROCLAMATIONS:

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

PUBLIC HEARINGS:

The Clerk had not received any written comments. There being no signatures on the sign-in sheets for public hearing, the Chairman closed the Public Hearings. (The sign-in sheets are attached and incorporated by reference.)

ORDINANCES IN POSITION:

Chairman Dorriety stated that Third Reading of Ordinances No. 11-2019/20, 12-2019/20 and Ordinance No. 06-2020/21 were deferred.

ORDINANCE NO. 11-2019/20 – THIRD READING 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

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. 06-2020/21 – THIRD READING DEFERRED

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.

DRAFT

ORDINANCE NO. 25-2020/21 – THIRD READING

The Clerk published the title of Ordinance No. 25-2020/21: An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Five Million One Hundred Thousand Dollar ($5,100,000) General Obligation Bonds In One Or More Series Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto. Councilman Springs made a motion Council approve Third Reading of the Ordinance. Councilman Poston seconded the motion. Mr. Smith stated that the proceeds of this bond would be used to make the fall 2021 IPRB (Installment Purchase Revenue Bonds) payments and spring 2022. The payments should be reduced accordingly as per the recent successful IPRB refunding. The County saved $1,895,000, which that Bond should pay off in 2035 with an approximate savings of $200,000 per year. The parking deck should be paid off in October of 2025. Third Reading of the Ordinance 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 Mumford was present telephonically and voted.

ORDINANCE NO. 26-2020/21 – THIRD READING AS AMENDED

The Clerk published the title of Ordinance No. 26-2020/21 As Amended: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement And Incentive Agreement By And Between Florence County, South Carolina And Institution Food House, Inc. Formerly ~~A Company Or Companies~~ Known To The County ~~At This Time~~ As "Project Jam" With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes, Including The Provision Of Certain Special Source Credits; And Other Matters Related Thereto. Councilman Brand made a motion Council approve Third Reading of the Ordinance As Amended To Include The Company Name And Legal Description Of The Property. Councilman Poston seconded the motion. Mr. Smith stated that this was the expansion of an existing distribution facility that would make an $11.245 million investment comprised of $9 million in real property (land and buildings) and $2.2 million in personal property (machinery and equipment). This would create 150 new jobs over the next 5 years with substantial hourly wages that would be very beneficial to the area. This project included a 30 year FILOT with a 6% assessment ratio with a fixed millage of 0.3611. The SSRC was 50% years 1 through 5 followed by 25% years 6 through 10. As was customary for the County, this would also include a pro-rata clawback provision of the SSRC's in the event the company did not meet and maintain the investment and job commitments. It also included SSRC's of the same amount and length to be applied to any investment of $7 million or more in the second 5-year investment period, which would require the County to grant an extension of the investment period. Third Reading of the Ordinance 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 Mumford was present telephonically and voted.

DRAFT

ORDINANCE NO. 27-2020/21 – THIRD READING

The Clerk published the title of Ordinance No. 27-2020/21: An Ordinance To Ratify FY21 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto. Councilman Brand made a motion Council approve Third Reading of the Ordinance As Amended To Include Additional grant Monies Received Since Second Reading And Included In The Ordinance As It Appears In The Agenda Packet. Councilman Poston seconded the motion. Mr. Smith advised that this was the normal end of year budget ratification that amended the budget to include grants that were received during the year and also purchase orders that were rolled over at the end of the previous fiscal year (i.e. school resource officer grants, CDBG grants for fire trucks, economic development projects, CARES Act funding, etc.). Third Reading of the Ordinance As Amended 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 Mumford was present telephonically and voted.

ORDINANCE NO. 28-2020/21 – THIRD READING

The Clerk published the title of Ordinance No. 28-2020/21: An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Williamsburg County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto. Councilman Springs made a motion Council approve Third Reading of the Ordinance. Councilman Brand seconded the motion. Mr. Smith stated that Florence County had been identified as the preferred partner for another multi-county industrial park with Williamsburg County on an economic development initiative called Project Hemingway. This would create a new park agreement and was anticipated to generate $71 million in investment and presented no risk to Florence County. Inclusion in a multi-county park provided Florence County with 1% of the revenue and was required in order to facilitate special source revenue credits and enhanced job tax credits for the underlying project. This also promoted regionalism which was vitally important to South Carolina and its future. Third Reading of the Ordinance 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 Mumford was present telephonically and voted.

ORDINANCE NO. 01-2021/22 – THIRD READING

The Clerk published the title of Ordinance No. 01-2021/22: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2021 And Ending June 30, 2022; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto. Councilman Springs made a motion Council approve Third Reading of the Ordinance. Councilman Bradley seconded the motion. Councilman Brand made a motion Council Amend Ordinance No. 01-2021/22 To Incorporate The Changes Recommended By The Committee On Administration & Finance And Included In The Summary Of Changes From Second Reading To Third Reading As Outlined On Pages 154 through 159 Of The Agenda Book. Councilman Springs seconded the Motion to Amend. Mr. Smith expressed appreciation to the Committee on Administration & Finance and the County's competent Finance Director Jim Goff. He stated that during the pandemic and the era of Act 388 a rather austere budget had been provided that would move Florence County forward and provide a fiscally sound, responsible approach that would maintain the parameters of good government. As with any sound institution, personnel was a key component to success, which Council had expressed to him throughout the budget process, so in this final reading of the Budget Ordinance Council had provided a 3% cost of living raise for its most valuable asset, the employees of Florence County. Of note in the Fiscal Year 2022 budget as the County continued its focus in supporting emergency services, four (4) additional patrol officers were added to provide more boots on the ground per shift in the Sheriff's Office, also strengthened and enhanced EMS ranks by providing a 5% salary adjustment on top of the 3% COLA for certified paramedics and advanced EMT's, and continued to fortify fire service as probably one of the best funded units in the state. Even though budget requests exceeded revenues by well over $4 million, he was of the opinion the County had a workable budget in place. Remarkable savings on bond issuances had been achieved due to the County's excellent credit rating and operational procedures, and the County continued to maintain its fund balance at extraordinary levels, well over the standard thresholds of 25%, probably over 30% at the end of the fiscal year. He expressed appreciation to the Committee on Administration & Finance, which had met several times to review the budget and had recommended valued additions to the proposed budget. Chairman Dorriety expressed his appreciation to Jim Goff and the Finance staff for the work they did in preparing the budget and to Mr. Smith for his hard work. It was his opinion that this year was probably the most comprehensive explanation of the budget that Council ever had. The Motion to amend was approved unanimously by the members present. Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted on the Motion to Amend. Third Reading of the Ordinance As Amended was approved unanimously. Councilman Bradley submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval of the Ordinance as amended. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

DRAFT

ORDINANCE NO. 30-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 30-2020/21: An Ordinance For Text Amendment To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE, II. – ZONING DISTRICT REGULATIONS, DIVISION 1. – GENERALLY, Section 30-. – Table I: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Residential Districts.; And, Section 30-29. – Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts; And, ARTICLE III. – CONDITIONAL USE REGULATIONS, Section 30-111. – Development Standards For Unzoned Areas. (6) Certain uses And Industrial Projects.; And Other Matters Related Thereto. Councilman Brand made a motion Council approve Second Reading of the Ordinance. Councilman Springs seconded the motion. Mr. Smith advised that this would apply countywide and was developed pursuant to nuisance complaints and subsequent summary court proceedings that were dismissed due to the lack of an ordinance governing yard sales, flea markets, etc. This amendment placed regulations on the frequency that a yard sale or flea market could be operated without the need of a certificate of zoning compliance. If a business or individual seeks a longer duration or frequency they may request a hearing before the Board of Zoning Appeals ($100.00 fee), or they could submit a $25.00 application fee for zoning compliance to the planning department and staff would determine if a hearing was required. The planning department staff initially submitted to the Planning commission that sales could be conducted two (2) consecutive days within a 7-day period, however the Commission modified the timeline to become more restrictive to occur no more than two (2) consecutive days in a 30-day period. This was complaint driven. Councilman Springs asked if this was applicable to unincorporated areas. Mr. Smith confirmed it was applicable to unincorporated areas countywide. Second Reading of the Ordinance was approved unanimously. Councilman Mumford 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 Mumford was present telephonically and voted.

ORDINANCE NO. 31-2020/21 SECOND READING

The Clerk published the title of Ordinance No. 31-2020/21 With Amended Title: An Ordinance Authorizing The Execution And Delivery Of A Fee Agreement By And Between Florence County, South Carolina And ~~Project Hydrangea~~ QVC, Inc. Providing For A Payment Of A Fee In Lieu Of Taxes: Certain Special Source Revenue Credits:~~,~~ And Other Matters Related Thereto. Councilman Brand made a motion Council approve Second Reading of the Ordinance as Amended to Include the Company Name. Councilman Poston seconded the motion. Mr. Smith stated this was for an expansion at QVC that would include a $27.5 million investment, of which $6.5 million was for real property and $21 million was for personal property (machinery and equipment). The real property investment would be used for internal renovations to the existing facility and therefore would not qualify for a FILOT; however, it would be assessed at 6%. The project was projected to create 360 new jobs over the next 5 years and would be afforded a 30-year FILOT with 6% assessment at a fixed millage of 0.3611. The agreement included an SSRC of 10% for 15 years. The agreement also included a pro-rata clawback provision on the SSRC's in the event the company did not meet the investment threshold of $21 million on the personal property and the job commitment of 360. The property

was already in a multi-county industrial park so no additional ordinance was needed for that. Councilman Brand asked if there was any data on the salary ranges. Mr. Smith responded that on the previous one it was close to $30 per hour but he did not have that data on this one, but it would be competitive wages. Second Reading of the Ordinance with Amended Title was approved unanimously. Councilman Mumford 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 Mumford was present telephonically and voted.

ORDINANCE NO. 32-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 32-2020/21: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Florence County, South Carolina And Project Proton Providing For A Payment Of Fee In Lieu Of Ad Valorem Taxes And Other Matters Relating Thereto. Councilman Springs made a motion Council approve Second Reading of the Ordinance. Councilman Bradley seconded the motion. Mr. Smith stated this was a South Carolina company relocating its corporate headquarters to property it owned in Florence County. They intended to invest $13 to $15 million to build a new facility and also had plans to enhance existing infrastructure. A FILOT would be granted (Mr. Smith added that a FILOT was available to any investment of $2.5 million or above) with a 30 year term at a fixed millage of 0.3611 and a 6% assessment ratio. No SSRC's apply so therefore no clawbacks were included. No new jobs were being created. Second Reading of the Ordinance was approved unanimously. Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

ORDINANCE NO. 33-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 33-2020/21: An Ordinance To Provide For The Lease Of Certain Real Property Located In Johnsonville, South Carolina Designated On The Florence County Tax Assessor's Records As Parcel Numbers 00441-05-027, 00441-05-018 And 00441-05-051, To The ~~Town~~ City Of Johnsonville, And Other Matters Related Thereto. Councilman Poston made a motion Council approve Second Reading of the Ordinance With Amended Title to Correct a Scrivener's Error. Councilman Springs seconded the motion. Mr. Smith stated the City of Johnsonville wished to transform the property into a municipal golf course that it felt would be an economic engine to its community that was lacking in industrial development. The County would initially lease the property to the City at a nominal fee of $1 per year with the City having an option to purchase. After the initial 10 year lease, additional rent would apply to the tune of 5% of gross revenues and the buyout option would be based upon appraised value at the time of consideration. The City planned to provide lease hold improvements in the amount of $5,400,000 to enhance the County's property, which should drive growth and development in the southern part of the County, boosting the economy and generating additional taxes within the County. In the event the venture was not successful the County would have an asset of $560,000 that had improvements of $5.4 million. Second Reading of the Ordinance 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 Mumford was present telephonically and voted.

ORDINANCE NO. 34-2020/21 – SECOND READING

The Clerk published the title of Ordinance No. 34-2020/21: An Ordinance To Convey Approximately 0.328 Acres Of Property On Florence Harllee Boulevard At The Pee Dee Touchstone Energy Commerce Park Identified As Tract "3" On A Plat Prepared By Ervin Engineering Dated May 25, 2018 To 2570 Florence Harllee Boulevard, LLC. Councilman Mumford made a motion Council approve Second Reading of the Ordinance. Councilman Springs seconded the motion. Mr. Smith stated that the original plan for Pee Dee Electricom Park located a roundabout in front of 2570 Florence Harllee Blvd., LLC. The Company would like to 'square up' its property. The roundabout was not built and there is 0.328 acres of dead property in between the LLC's property and Florence Harllee Blvd. There was a similar situation in front of RG4 Holdings Co., LLC's property and the County gave a quit claim deed to RG4 for the other arc of the roundabout. Mr. Smith added that a quit claim deed did not warrant title to the property by the County, it only affirmed the County made no claim to the property. Second Reading of the Ordinance was approved unanimously. Councilman Mumford 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 Mumford was present telephonically and voted.

APPOINTMENTS TO BOARDS & COMMISSIONS:

UNIFIED FIRE DISTRICT BOARD

Councilman Poston made a motion Council approve The Re-Appointment Of Mr. Jason Thompson To Serve On The Unified Fire District Board Representing The Geographic Area District Of The Johnsonville Fire Department, Inc., With Appropriate Expiration Term. Councilman Springs 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 Mumford was present telephonically and voted.

ACCOMMODATIONS TAX ADVISORY COMMITTEE

Councilman Bradley made a motion Council approve The Appointment Of Edward Addison To Serve On The Accommodations Tax Advisory Committee In Seat 4, With Appropriate Expiration Term. Councilman Springs seconded the motion, which was approved unanimously. Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

REPORTS TO COUNCIL:

ADMINISTRATOR'S REPORT

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

For the Public's edification he offered the following information:

- Construction on the alternate truck route in Timmonsville was substantially complete and final inspection was scheduled with only punch list items remaining.
- On SC 51 Section 1 and 2, paving of drives and intersections was near completion with shoulder work and seeding to follow. Final punch list items had started and all lanes were expected to be opened to traffic in coming weeks. Section 3 & 4 were substantially completed and opened to traffic.
- Construction on Phase I of the Alligator Road project was substantially complete with only punch list items remaining and minor construction work near South Florence High School on East Howe Springs Road.
- On Phase II, utility relocations were underway and cement modified recycled base work had begun. Construction was anticipated to be complete in summer 2024.

The extremely successful CPST II initiative provided for the completion of improvements on 534 roads in Florence County. Resurfacing projects were still underway on eight roads in District 1, six roads in District 7, eight roads in District 8 and fourteen roads in District 9. Three dirt-to-pave projects were under construction in District 1, two in District 4 and two in District 6. Once these projects were complete the total roads improved through the CPST II initiative would be an astounding 577 roads.

The County was also moving expeditiously with CPST III projects to continue the momentum from the CPST II enhancements.

During the month of May, Environmental Services department assisted in the rescue of 105 animals. One citation was written for litter and litter fines in the amount of $1,560.00 were collected. Staff continued to reach out to Palmer to determine a date that inmates would once again be available for litter duty. Palmer advised Tuesday morning that the State had set a date as July 1st for inmates to be available, however the inmate population at that facility was down by 50% so inmates still may not be available. Environmental Services continued spraying larvacide to combat mosquito growth and development.

Staff continued to review guidelines and work to ensure compliance in all aspects of efforts to fully utilize to the benefit of the citizens the use of funding provided through the American Recovery Act (ARA). NACo & SCAC continued to host webinars and key County staff participated in those webinars to learn as much as possible about the guidelines for the use of the ARA funding as those guidelines were handed down.

I also want to advise you that York County reached out to the Clerk and GIS department expressing interest in the very creative program GIS developed and continually updated on the website that maps the Council meeting Agenda items. Mr. Smith added that it was always considered a compliment when another County would like to replicate a program created in-house by the County's exemplary staff.

As the County continued its efforts to enhance the downtown Florence area with extraordinary renovations to the Complex, the south parking lot had been completed and was now open. Mr. Smith stated he thought all would agree that the transformation of a 70's model "ugly duckling" building to the modern aesthetically pleasing facility with a soothing water feature was extraordinary. The parking garage should be paid off in 2025.

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2021 Through April 30, 2021 As An Item For The Record.

ACCOMMODATIONS TAX ADVISORY COMMITTEE

Councilman Brand made a motion Council Approve The Expenditure Of $160,000 In State Accommodations Tax Funding Allocations To Be Distributed To The Various Recipients As Recommended By The Accommodations Tax Advisory Committee For FY2021/22 With Funding Availability Confirmed By The County Administrator And Finance Director. Councilman Poston seconded the motion. Mr. Smith stated that pursuant to a meeting duly held by the Accommodations Tax Advisory Committee on May 19, 2021, Council was requested to approve the recommendations as noted for the FY21-22 funding cycle. In FY19/20 the disbursement of these funds totaled $250,000. However, due to the financial impact of COVID-19 this amount was reduced to $100,000 in FY2020-21. This year, funds had rebounded somewhat and the $160,000 was available for allocation. The Motion was approved unanimously. Councilman Brand submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

EAST COAST EROSION HOLDINGS, LLC LEASE AGREEMENT

Councilman Springs made a motion Council Approve The Execution Of A Lease Agreement Between Florence County And East Coast Erosion Holdings, LLC For Lease Of Property Located In Lake City Commerce Park Designated As TMP# 00167-31-110 In A Monthly Lease Amount Of $500 For A Period Of Two (2) Years With An Option For Two (2) Additional One (1) Year Terms. Councilman Bradley seconded the motion. Mr. Smith stated that given the acceptance of this granted industrial park, which was granted to the County by the State, Council was requested to approve the lease of this open shed to store wheat straw bales that were utilized by East Coast Erosion to manufacture erosion blankets for distribution throughout the country. The company had previously utilized this facility for the same price prior to the gift of the property to Florence County. The lease required the company to carry liability insurance with $300,000/$600,000 max limits and a 30 day notice for termination. The Motion was approved unanimously. Councilman Springs submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

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ADMINISTRATION/PLANNING

AWARD RFQ NO. 23-20/21

Councilman Brand made a motion Council Award RFQ No. 23-20/21, Consulting Services-US Hwy. 76 Gateway & SC 327 Corridor To Toole Design Group, LLC Of Silver Spring, MD To Be Funded From CPST III Funds And Authorize The County Administrator To Execute A Contract Pending Successful Negotiations. Councilman Poston seconded the motion. Mr. Smith stated that he always liked to say "*You only have one chance to make a good first impression*." This item was part of the County's continued efforts to enhance its gateways and provide a better first impression, especially for industrial prospects arriving at the Florence Regional Airport. The consultant would perform studies, hold town hall meetings, and provide zoning designations and overlay components on US 76 from the city limits to Francis Marion University; and, Hwy. 327 (Williston Road) from US 76 to I-95. The consultant would also develop a plan to plant trees and shrubbery along the gateway. Mr. Smith commended the Committee – Councilman Brand, Crys Hoge with GIS, Shawn Brashear, Derrick Singletary and Nick Ammons with Planning. Councilman Brand said that he had served on the Committee and this was a much needed project. The company had great ideas that would be of benefit in making this project successful. The Motion 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 Mumford was present telephonically and voted.

PARKS & RECREATION/GRANTS

SC DNR GRANT ACCEPTANCE

Councilman Poston made a motion Council Accept A South Carolina Department Of Natural Resources (SC DNR) Water Recreation Resources Fund Grant In The Amount Of $216,548.25 To Assist With The Construction Of A Concrete Boat Ramp And Remote Gravel Parking Area Off Wicklow Road On Lynches River. Councilman Springs seconded the motion. Mr. Smith expressed appreciation to Councilmen Poston and Springs as well as Representative Roger Kirby and Senator Leatherman and other members of the Delegation for assistance in making this project come to fruition. He stated that this had been an ongoing process in an effort to allow unfettered access to the beauty of one of the County's natural resources, Lynches River. The County had been working with multitudinous groups to make this project happen. The County purchased 2 acres for the minimal amount of $10,000 and the family donated an additional 12 acres to further enhance the amenity for citizens. The purpose was to promote recreation activities within South Carolina that take place on water directly related to hunting, fishing, boating, wildlife and wildlife management. Procurement was seeking qualified bidders to build this endeavor and the bids were scheduled to be opened on July 21st at 10 a.m. There would be an approximate 4 month completion time for this 14 x 65 concrete boat ramp with a gravel maneuvering area and remote parking area. The Motion was approved unanimously. Councilman Springs submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

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PROCUREMENT/FACILITIES

AWARD BID NO. 27-20/21

Councilman Springs made a motion Council Award Bid No. 27-20/21, Roof Replacement At The Florence County Public Service Building To Welch's Quality Builders & Roofing Of Turbeville, SC In The Total Amount Of $299,697.00 To Be Funded From CPST III Funding. Councilman Poston seconded the motion. Mr. Smith stated that the capital project sales tax would allow much needed improvement on the public services building that mainly housed State agencies. The bids ranged from $299,000 to over $725,000 (there were nine bids submitted). The motion was approved unanimously. Councilman Brand submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

PROCUREMENT/FIRE DEPARTMENTS

JOHNSONVILLE FIRE DEPARTMENT

Councilman Poston made a motion Council Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-19 Awarded To Casco Industries, Inc. For The Purchase Of Thirty-Six (36) MSA-G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) And Accessories From Newton's Fire & Safety Equipment Of Graham, NC In The Amount Of $266,733.00 (Including $19,758.00 Tax) For The Johnsonville Fire Department From CPST III Funds. Councilman Springs seconded the motion. Mr. Smith stated these self-contained breathing apparatus allowed fire fighter access in oxygen deficient atmospheres such as manholes, hazmat situations and primarily smoke filled structure fires. Councilman Springs stated he thought it very noteworthy that with this purchase the County would now have all eight of its districts using the same air packs, as well as South Lynches so they would be interoperable. The motion was approved unanimously. Councilman Yarborough submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

OLANTA FIRE DEPARTMENT

Councilman Springs made a motion Council Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-19 Awarded To Casco Industries, Inc. For The Purchase Of Forty (40) MSA-G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) And Accessories From Newton's Fire & Safety Equipment Of Graham, NC For The Olanta Fire Department In The Amount Of $309,321.72 (Including $22,912.72 Tax) From CPST III Funds. Councilman Poston seconded the motion. Mr. Smith stated that the units would provide safe breathing for firefighters as they helped to save lives and property. The motion was approved unanimously. Councilman Yarborough submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

SARDIS-TIMMONSVILLE FIRE DEPARTMENT

Councilman Springs made a motion Council Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-19 Awarded To Casco Industries, Inc. For The Purchase Of Ten (10) MSA-G1 4500 PSI Self-Contained Breathing Apparatus (SCBA) And Accessories From Newton's Fire & Safety Equipment Of Graham, NC In The Amount Of $75,438.00 (Including $5,588.00 Tax) For The Sardis-Timmonsville Fire Department From CPST III Funds. Councilman Yarborough seconded the motion. Mr. Smith stated that by the standardization of apparatus procurement the County would have interoperability between departments in case of the need to share usage on major fire events. The motion was approved unanimously. Councilman Yarborough submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

WEST FLORENCE FIRE DEPARTMENT

Councilman Yarborough made a motion Council Authorize The Use Of The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Contract No. EE08-19 Awarded To Casco Industries, Inc. For The Purchase Of Fifty (50) MSA-G1 Self-Contained Breathing Apparatus (SCBA) And Accessories From Allsource Enterprises, LLC dba Safe Industries In The Amount Of $384,355.80 (Including Tax) For The West Florence Fire Department From CPST III Funds. Councilman Springs seconded the motion. Mr. Smith stated that by buying similar models, the UFD would also have interchangeable units which simplified upkeep and parts supply, as well as availability. Mr. Brockington recommended purchasing these units from Allsource Enterprises dba Safe Industries because the UFD had two KME custom pumper trucks on order with them, thus allowing the inclusion of 12 units (or 6 per truck) to be included with the fire apparatus purchase and save money on the sales tax. The motion was approved unanimously. Councilman Yarborough submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

PROCUREMENT/PUBLIC WORKS

REVIEW PANEL APPOINTMENT

Chairman Dorriety stated that if there were no objections, he would appoint Councilman Poston to Serve On The Proposal Review Panel For RFP No. 28-20/21, Design/Build Services – Seawall At Dewitt Bluff Landing. No objections were voiced.

OLANTA FIRE DEPARTMENT/PROCUREMENT

SOLE SOURCE PROCUREMENT

Councilman Springs made a motion Council Authorize The Sole Source Purchase Of A 2021 Ford F-250 From McLaughlin Ford, Sumter, SC To Be Used As A Brush Truck For The Olanta Fire Department In The Amount Of $40,145 (Including $500 sales Tax) And Up-Fit Apparatus In The Amount Of $29,061 For A Total Of $69,206 To Be Funded From Capital Project Sales Tax III Funds. Councilman Yarborough seconded the motion. Mr. Smith stated that as another ancillary effect of the COVID pandemic existing vehicle inventories had been depleted and availability of new product had been strained. To further complicate matters, the worldwide shortage of microchips had made it even more difficult for companies to provide a clear date of delivery on new units. The Olanta Rural Fire Department needed this brush truck especially in the current drought conditions. According to Chief Coker and Mr. Brockington, they searched extensively to find a suitable truck in inventory to meet the needs; however the only suitable vehicle in stock was the requested vehicle at McLaughlin Ford. Not only was McLaughlin selling the vehicle in stock but they were also handling all the heavy-duty off-road upgrades while still maintaining the factory warranty. According to Chief Coker, a comparable factory built apparatus would cost $160,000 rather than the $69,206 that this method provided. He contacted numerous dealers to no avail and had received several written notices of the lack of availability. The motion was approved unanimously by the members present. Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

OTHER BUSINESS:

ELECTED OFFICIALS

MAGISTRATE OFFICE

Councilman Bradley made a motion Council Authorize A Budget Neutral Increase In Salary For An Office Manager (Slot 411-100-029) And A Legal Records Clerk IV (Slot 411-100-021) In The Florence Magistrate Office To Be Funded From FY21 Departmental Budgeted Funds. Councilman Poston seconded the motion. Mr. Smith added that Chief Magistrate Timmons requested a budget neutral increase for slot 029 (office administrator) and slot 021 (legal records clerk IV). Both positions would have an $1,848 increase for a total of $3,696. Salary savings from division 600 (Lake City office – previously addressed by Council) created a decrease of $2,700 and Division 100 (Florence office) experienced a decrease of $1,214 for a total of $3,914 in savings so a net savings of $217.70 would be realized. Finance Director Jim Goff and Human Resources Director Anita Taylor confirmed this action would be budget neutral. The motion was approved unanimously by the members present. Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

PROBATE COURT

Councilman Poston made a motion Council Authorize A Budget Neutral Pay Increase For A Senior Estate & Probate Clerk (Slot #006) In The Amount Of $3,388 (Including Benefits) To Be Funded From FY21 Departmental Budgeted Funds. Councilman Brand seconded the motion. Mr. Smith added that he had spoken with the Judge and this was an effort to retain qualified personnel. The dedicated senior clerk had served for 15 years and advanced through the ranks to the position of a senior level staffer. However, she was being paid less than other senior clerks who had been with the County for a fraction of the time. In essence, this was an hourly increase of $1.41 per hour. Mr. Goff and Ms. Taylor confirmed this action would be budget neutral. The motion was approved unanimously by the members present. Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

INFRASTRUCTURE

ELMER DELARA

Councilman Brand made a motion Council Approve The Expenditure Of Up To $15,000.00 From Council District 5 Infrastructure Funding Allocation To Pay Elmer Delara To Cut Small Trees, Underbrush And Vegetation In Ditch On Canal Drive To Drain Part Of Brandon Wood's Subdivision. Councilman Springs seconded the motion, which was approved unanimously. Councilman Brand submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

N. COUNTRY CLUB ROAD

Councilman Springs made a motion Council Approve The Expenditure Of Up To $5,350.01 From Council District 1 Infrastructure Funding Allocation To Replace 80 Feet Of 36 Inch Pipe In The Ditch That Drains Several County And State Roads Off Of N. Country Club Road. Councilman Poston seconded the motion, which was approved unanimously. Councilman Springs submitted a Proxy for Councilman Caudle with a 'Yes' vote on approval. (The Proxy is attached and incorporated by reference.) Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

PROSPECT BALLFIELD

Councilman Poston made a motion Council Approve The Expenditure Of Up To $850.00 From Council District 2 Infrastructure Funding Allocation To Replace Wire And Repair The Water System At Prospect Ballfield. Councilman Springs 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 Mumford was present telephonically and voted.

CITY OF JOHNSONVILLE – CITY PARK

Councilman Brand made a motion Council Approve The Expenditure Of Up To $8,000 From Council District 2 Infrastructure Funding Allocation To Assist The City Of Johnsonville With The Construction Of Permanent Restroom Facilities At Its City Park. Councilman Poston seconded the motion, which was approved unanimously by the members present. Chairman Dorriety confirmed Councilman Mumford was present telephonically and voted.

ADJOURN

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

COUNCIL MEETING ADJOURNED AT 10:13 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

DRAFT

PUBLIC HEARING

May 20, 2021

ORDINANCE NO. 22-2020/21

An Ordinance Authorizing The Execution And Delivery Of A Fee Agreement By And Between Florence County, South Carolina And Project Ice Providing For A Payment Of A Fee In Lieu Of Taxes, The Issuance Of An Economic Development Grant, And Other Matters Related Thereto.

NAME	ADDRESS	PHONE NUMBER
1.		
2.		
3.		
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PUBLIC HEARING

May 20, 2021

ORDINANCE NO. 23-2020/21

An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Marion County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County Related To PROJECT ICE ("The Company) As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.

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PUBLIC HEARING

May 20, 2021

ORDINANCE NO. 25-2020/21

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Five Million One Hundred Thousand Dollar ($5,100,000) General Obligation Bonds In One Or More Series Of Florence County, South Carolina, To Prescribe The Purposes For Which The Proceeds Of Said Bonds Shall Be Expended, To Provide For The Payment Of Said Bonds, And Other Matters Relating Thereto.

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PUBLIC HEARING

May 20, 2021

ORDINANCE NO. 27-2020/21

An Ordinance To Ratify FY21 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

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PUBLIC HEARING

May 20, 2021

ORDINANCE NO. 29-2019/20

An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding One Million Fifteen Thousand Dollar ($1,015,000) General Obligation Bond Of Florence County, South Carolina (Florence County Fire Protection District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

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PUBLIC HEARING

May 20, 2021

ORDINANCE NO. 01-2021/22

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2021 And Ending June 30, 2022; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

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Blue Ridge Environmental Defense League

www.BREDL.org PO Box 88 Glendale Springs, North Carolina 28629 BREDL@skybest.com (336) 982-2691

June 17, 2021

Willard Dorriety, Jr. Chairman
Florence County Council
180 N. Irby Street
Florence, SC 29501

Dear Chairman Dorriety and Members of the Council:

On behalf of the Blue Ridge Environmental Defense League and its members in South Carolina, I write to provide detailed information to supplement my oral remarks to you today. In short, there is a documented correlation between pipeline density and social vulnerability which characterizes natural gas pipelines.

In a peer reviewed study published in May 2021 by NC State University, the authors released their nationwide investigation of natural gas gathering and transmission pipelines. It revealed a disturbing correlation between the level of pipeline development and negative social impacts.[1] The NCSU study considers racial composition, age distribution and socioeconomic factors in a "social vulnerability index" (SVI), a measure of a community's ability to cope with pollution, accidents, and other hazards.

SVI is widely accepted. The US Centers for Disease Control and Prevention uses SVI to determine a community's resilience to respond to human and financial losses.

> Social vulnerability refers to the potential negative effects on communities caused by external stresses on human health. Such stresses include natural or human-caused disasters, or disease outbreaks. Reducing social vulnerability can decrease both human suffering and economic loss.[2]

The study determined that SVI would be a reliable way to measure social impacts resulting from industrial projects such as pipelines. Geospatial factors were compiled to correlate with the social vulnerability index. The study developed a pipeline density factor, based on US Dept of Energy data and measured in kilometers of pipeline per 100 square kilometers of land area.

The results of the study were 1) Communities with the most vulnerable populations are those with the highest pipeline density, 2) Pipeline density is significantly greater in communities with the highest social vulnerability, and 3) The greater the density, the greater the vulnerability. The study concludes:

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[1] Ryan E. Emanuel, Martina Angela Caretta, Louie Rivers, Pavithra Vasudevan. "Natural Gas Gathering and Transmission Pipelines and Social Vulnerability in the United States" *GeoHealth*, 2021; DOI: 10.1029/2021GH000442

[2] CDC/ATSDR Social Vulnerability Index, https://www.atsdr.cdc.gov/placeandhealth/svi/index.html

> The correlation between pipeline density and social vulnerability is a previously undocumented characteristic of the US natural gas gathering and transmission pipeline network. Relationships between [pipeline density] and SVI suggest that nationally, negative impacts associated with natural gas pipelines, including air and water pollution, public health and safety concerns, and other burdens, fall disproportionately on communities with already limited capacities to deal with challenges created by these impacts.

Further, the study identifies 36 fatal accidents, 164 injuries and $2.5 billion in costs (including property damage) from *natural gas gathering and transmission pipelines* during the 20-year period between 2001 and 2020. Gas gathering and transmission pipelines are considered "midstream infrastructure," which does not include upstream infrastructure, such as hydraulic fracturing and directional drilling, and downstream infrastructure, such as refineries and end uses. Intrastate pipelines, such as the proposed Riverneck-Kingsburg project, are midstream infrastructure.

BREDL reviewed SVI data compiled by CDC for Florence County, SC which indicate that there already are moderate to high levels of social vulnerability in the census tracts in the Pamplico area of Florence County. An existing pipeline of 8-inch diameter traces the route of the 16-inch line proposed by Dominion Energy.

Census Tract[3]	Social Vulnerability Index[4]	Relative Level
16.02	0.7041	Moderate to High
17	0.7094	Moderate to High
18	0.8477	High
19	0.8194	High

SVI values range from 0.0000 (least vulnerable) to 1.0000 (most vulnerable).

The NCSU study posits that the demonstrated inequitable distribution of pipeline infrastructure may be an "emergent property of an inherently complex system of governance." In other words, "overt discrimination and malicious intent are not prerequisites for discriminatory outcomes" (as posed by Dr. Robert Bullard and others). Nevertheless, the legacy of past practices and the prospect of current proposals may already have caused disruption of the Pamplico community. The study recommends consideration of this environmental justice question:

> Is it in the public interest to preserve or exacerbate existing patterns that disproportionately burden vulnerable populations with negative impacts from natural gas pipelines?

I have attached to this letter the seven pages of residents, family members and landowners who signed their names to the petition stating: "Pamplico Stop the Pipeline." So far, one hundred and eighteen people have signed the petition.

---

[3] US Census Data:
https://www2.census.gov/geo/maps/DC2020/PL20/st45_sc/censustract_maps/c45041_florence/DC20CT_C45041.pdf
[4] SVI Interactive Map, https://svi.cdc.gov/map.html

Theresa Hyman also sent an email detailing her reasons for opposing the pipeline. She states:

> Our early contact was regarding a Right of Way that they had acquired by way of an agreement from 1963 that gave them permission to implement some piping. This so called agreement gave them Lifetime rights to do just that even though Mrs Rosa Hyman had long ago passed away. We received a proposal and Affidavit for both parcels of land seeking permission as well to remain on the land forever. Moreover, they presented an so called agreement dated 1965 that included Mrs. Rosa Hyman and her children signatures even though they did not present a deed of joint tenancy to the Fleming Town property. This proposal included consideration of $625.00 to remain on both parcels of land forever including the Davis Town property. Dominion Energy project was conveyed first as a Right Of Way then an Easement and now a Pipeline. We've been told it was for PUBLIC USE. Nevertheless, this use would not be beneficial to any of the land owners this pipeline would cross. This pipeline could sour the land as well as the drinking reservoirs of the communities that are present. While many use the Pee Dee river for fishing that too could diminish as a result of, a gas pipeline.
>
> I conclude, that No pipeline crossing any parcels of land would benefit anyone in Davis Town or Fleming Town therefore, public use is not present in Dominion Energy pipeline project. By contemplating eminent domain which will devalue Properties this corporation has not made an offer that the 5th Amendment and 14th Amendment stated as a right that should be adhered to should they go forth with this project.
>
> Respectful, I am
>
> Mrs Theresa Hyman

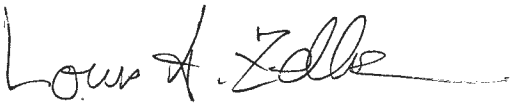
As you know, the Fifth and Fourteenth Amendments to the Constitution, cited here by Theresa Hyman, state in relevant part "nor shall private property be taken for public use, without just compensation" and "nor shall any State deprive any person of life, liberty, or property, without due process of law." Our members are confronted with a proposed 14-mile natural gas pipeline in the Pamplico community of Florence County.

In her petition to stop the pipeline currently circulating in Pamplico, Rev. Reatha L. Jefferson wrote: "They are using the terminology 'eminent domain' to secure the rights to invade your property, and say it is for the good of the community. This is not true; it is not for the good of the community." She is correct.

The NCSU study concluded that: "For the 2,261 US counties containing natural gas pipelines, we found a positive correlation between county-level pipeline density and an index of social vulnerability."

We oppose permitting the Riverneck-Kingsburg pipeline based on its clearly disproportionate impacts on health and welfare.

Respectfully submitted,



Louis A. Zeller, Executive Director
Blue Ridge Environmental Defense League

Attachment: Petition

Blue Ridge Environmental Defense League
www.BREDL.org PO Box 88 Glendale Springs, North Carolina 28629 BREDL@skybest.com (336) 982-2691

MAR 20 2021

To the Residents of Pamplico S.C

As descendants of Slaves, We the Heirs of Mr. Andrew Hyman are calling upon all of you, to stand with us to protect the Community We all love.

Some of you are descendants, Some Heirs of Property, and Some of you are Property Owners. But all of us will be affected by the Proposal of the River Neck to Kingsburg 16" Gas Main Line.

You probably have received Some type of notification by Now that Dominion Energy is planning to Run Pipelines to pump their Gas throughout our families land. They are using the terminology "Eminent Domain" to secure the rights to invade your Property, and Say it is for the "good of the Community This is Not true, it is not for the good of the Community,.. Because Most of you use Electricity for your appliances, they will offer you Money, (a few hundred dollars to run these Pipelines throughout the Community,

up and down Your roads, But what they won't tell You, is how they will build access Roads, and tear up Your Property While doing So. They will also install Pumping Stations, Running for 7 days a Week and 24 hours a day.

ASK Your Self:

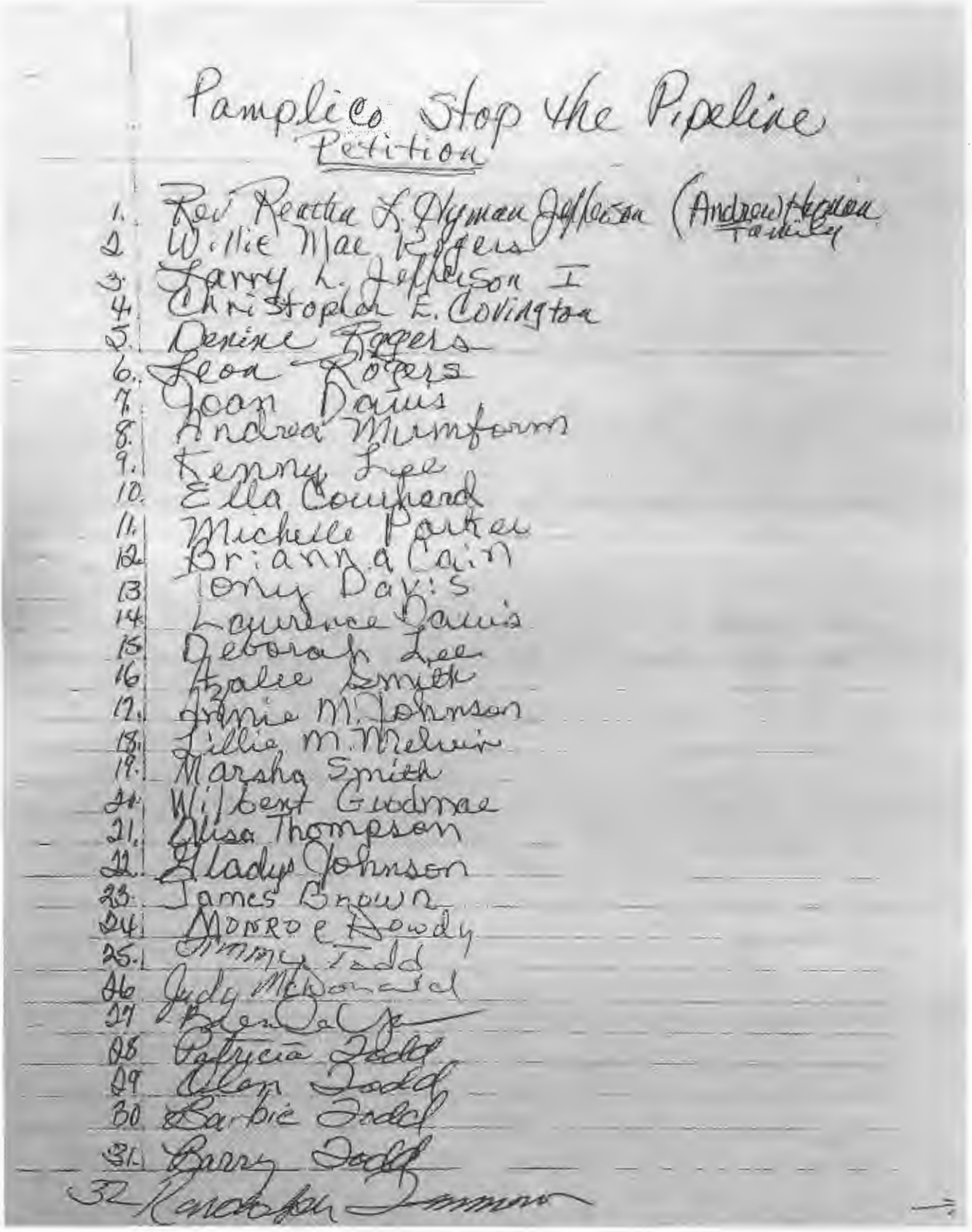
1.) How Safe are these Pipelines?

2.) What damage Will be done to My Property

3.) How thick are the Pipelines and Will they hold up after heavy Traffic

4.) How Will these Pipelines effect My health and that of My family?

Please Sign the petition to Stop the Pipeline



Pamplico Stop the Pipeline
Petition

1. Rev Reatha L. Hyman Jefferson (Andrew) Heyman Family
2. Willie Mae Rogers
3. Larry L. Jefferson I
4. Christopher E. Covington
5. Denise Rogers
6. Leon Rogers
7. Joan Davis
8. Andrea Mumford
9. Kenny Lee
10. Ella Coupard
11. Michelle Parker
12. Brianna Cain
13. Tony Davis
14. Laurence Davis
15. Deborah Lee
16. Azalee Smith
17. Jennie M. Johnson
18. Lillie M. Melvin
19. Marsha Smith
20. Wilbert Goodmae
21. Alisa Thompson
22. Gladys Johnson
23. James Brown
24. Monroe Dowdy
25. Jimmy Todd
26. Judy McDonald
27. Ben Dale Jr
28. Patricia Todd
29. Alan Todd
30. Barbie Todd
31. Barry Todd
32. Randolph Johnson

Pamplico Stop the Pipeline Petition

1. Robert Edwards
2. William Hope
3. Alice Hope
4. Nick Kachee
5. Cathy Kachee
6. Austin Davis
7. [signature]
8. [signature]
9. Jonathon Carlcatt
10. [signature]
11. Rhonda Hutt
12. Edwin Hamble
13. Eartha Ham
14. Harry Green
15. Mark Johnson
16. Sarah Green
17. John White
18. Edith Weaver
19. Arlean Thomas
20. Renee Frazier
21. Ellen Lavery
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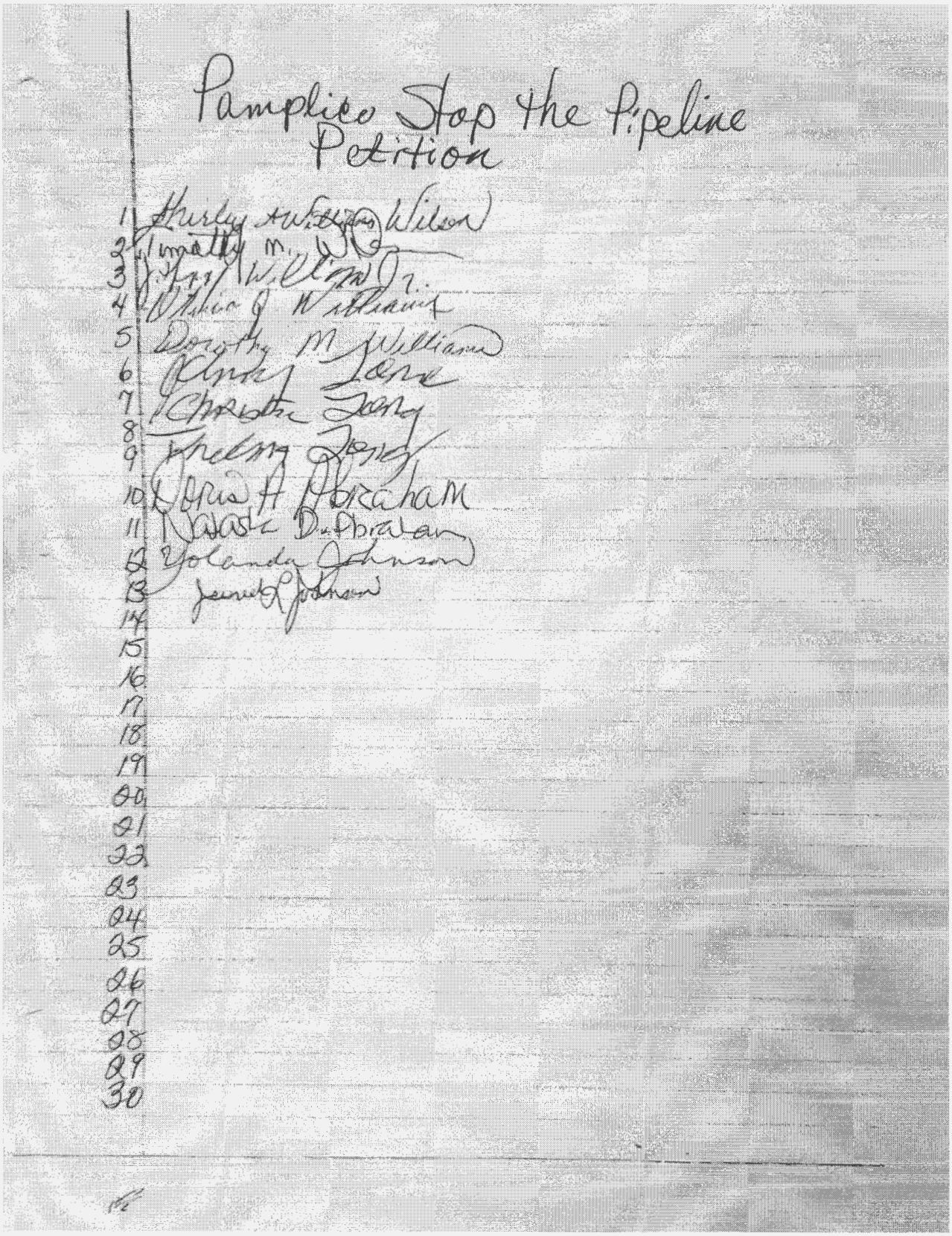

Pamplico Stop the Pipeline
Petition

1 Shirley A Williams Wilson
2 Timothy M. W[illegible]
3 John Williams Jr.
4 Olivia J Williams
5 Dorothy M Williams
6 Ginny Lane
7 Christie Long
8
9 Thelma Long
10 Doris A Abraham
11 Natasha DuAbraham
12 Yolanda Johnson
13 Jeanette L Johnson
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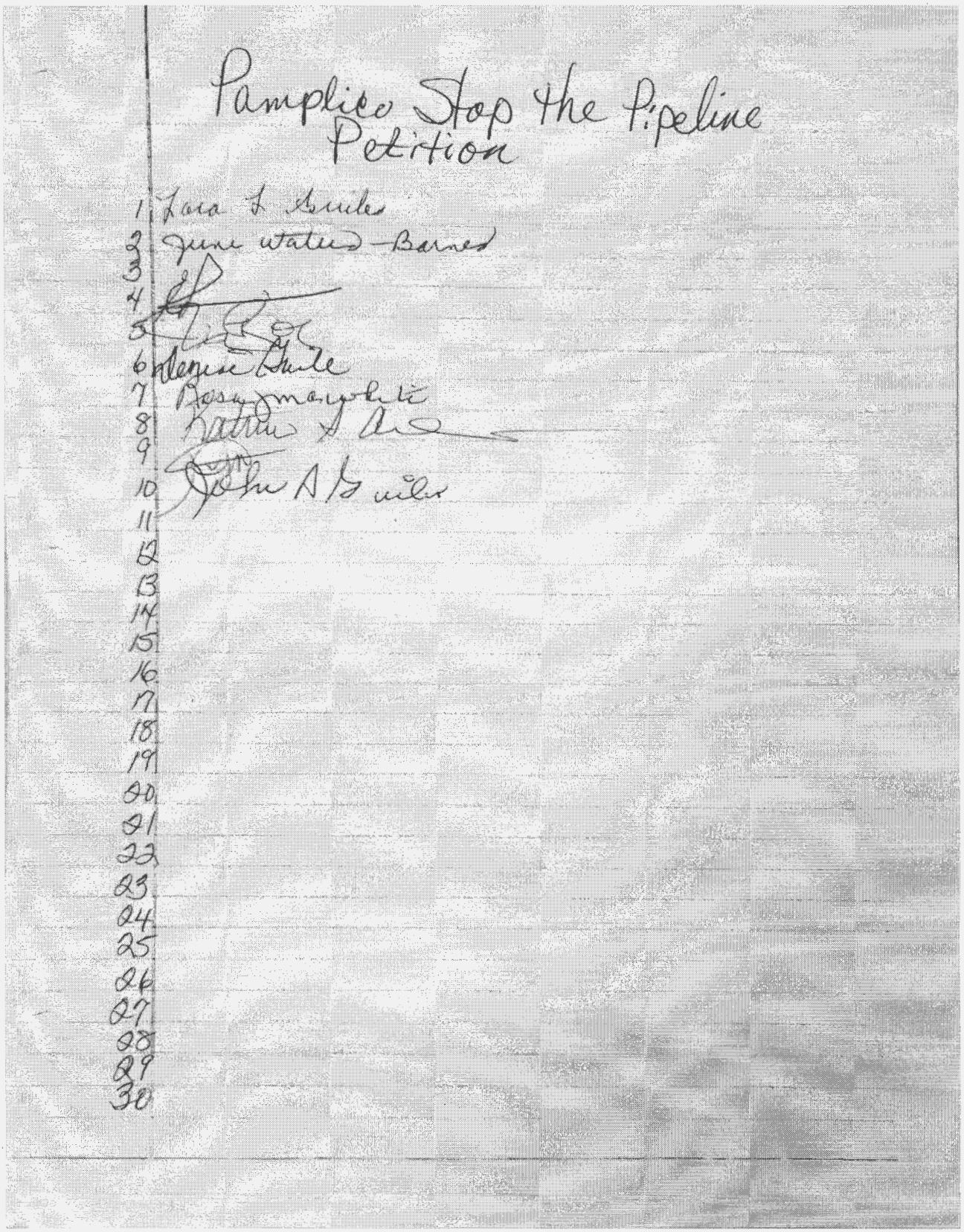

Pamplico Stop the Pipeline
Petition

1 Lara L Guiles
2 June Waters-Barnes
3
4 [illegible]
5 [illegible]
6 Denise Guile
7 Rosa Jmanwhite
8 Kathryn S [illegible]
9 [illegible]
10 John A Guiles
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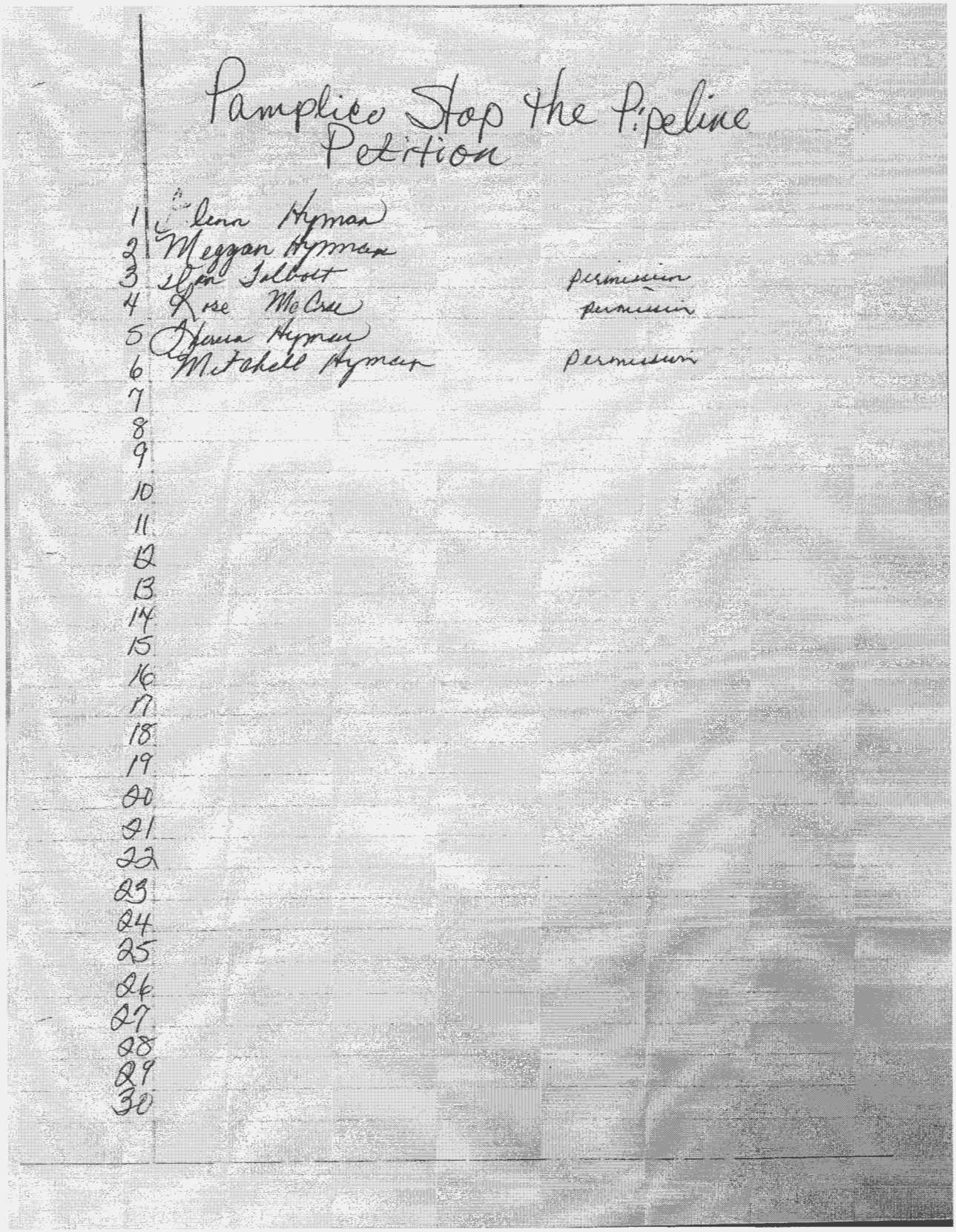

Pamplico Stop the Pipeline Petition

1	Glenn Hyman	
2	Meggan Hyman	
3	Lynn Talbert	permission
4	Rose McCree	permission
5	Maria Hyman	
6	Mitchell Hyman	permission
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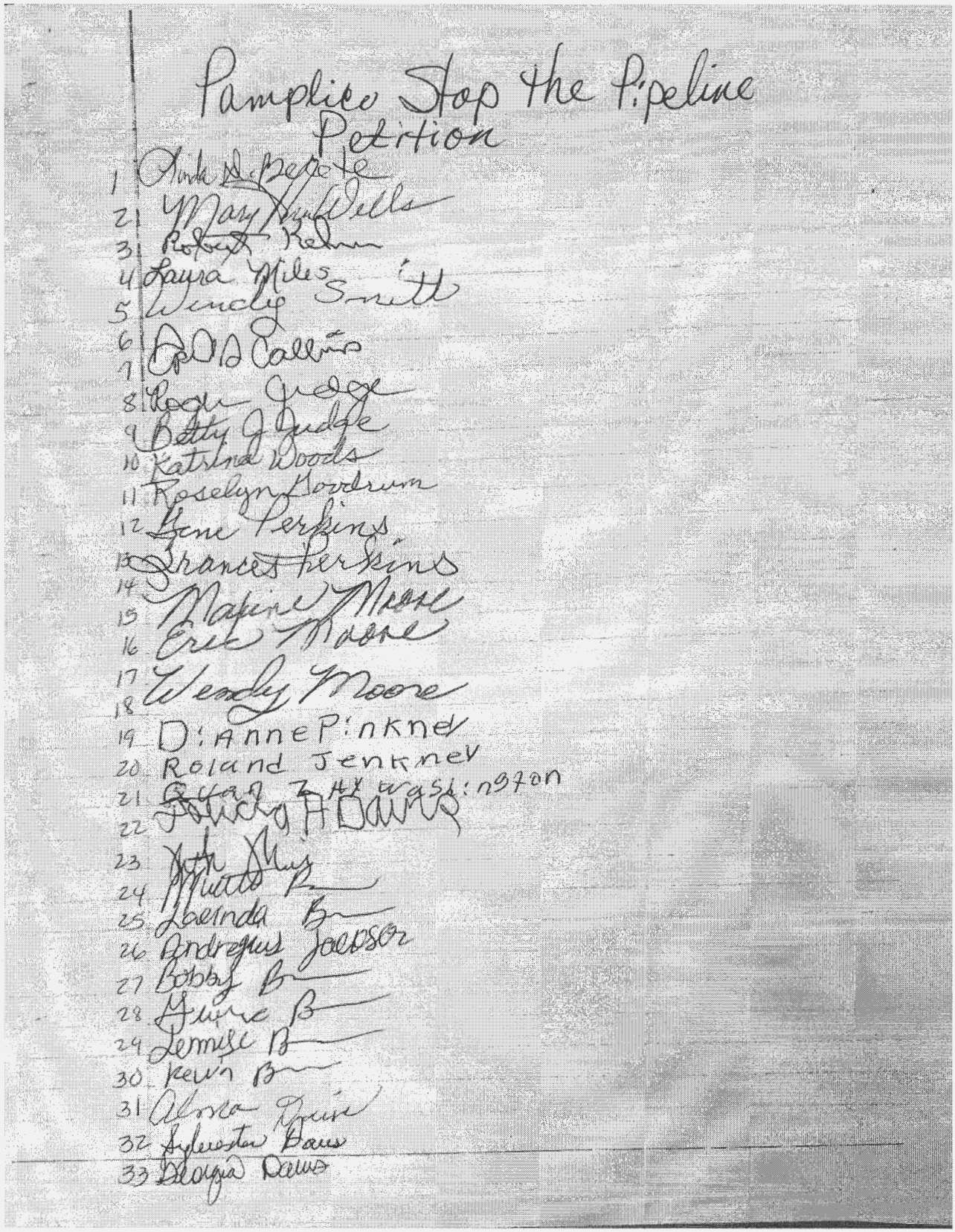
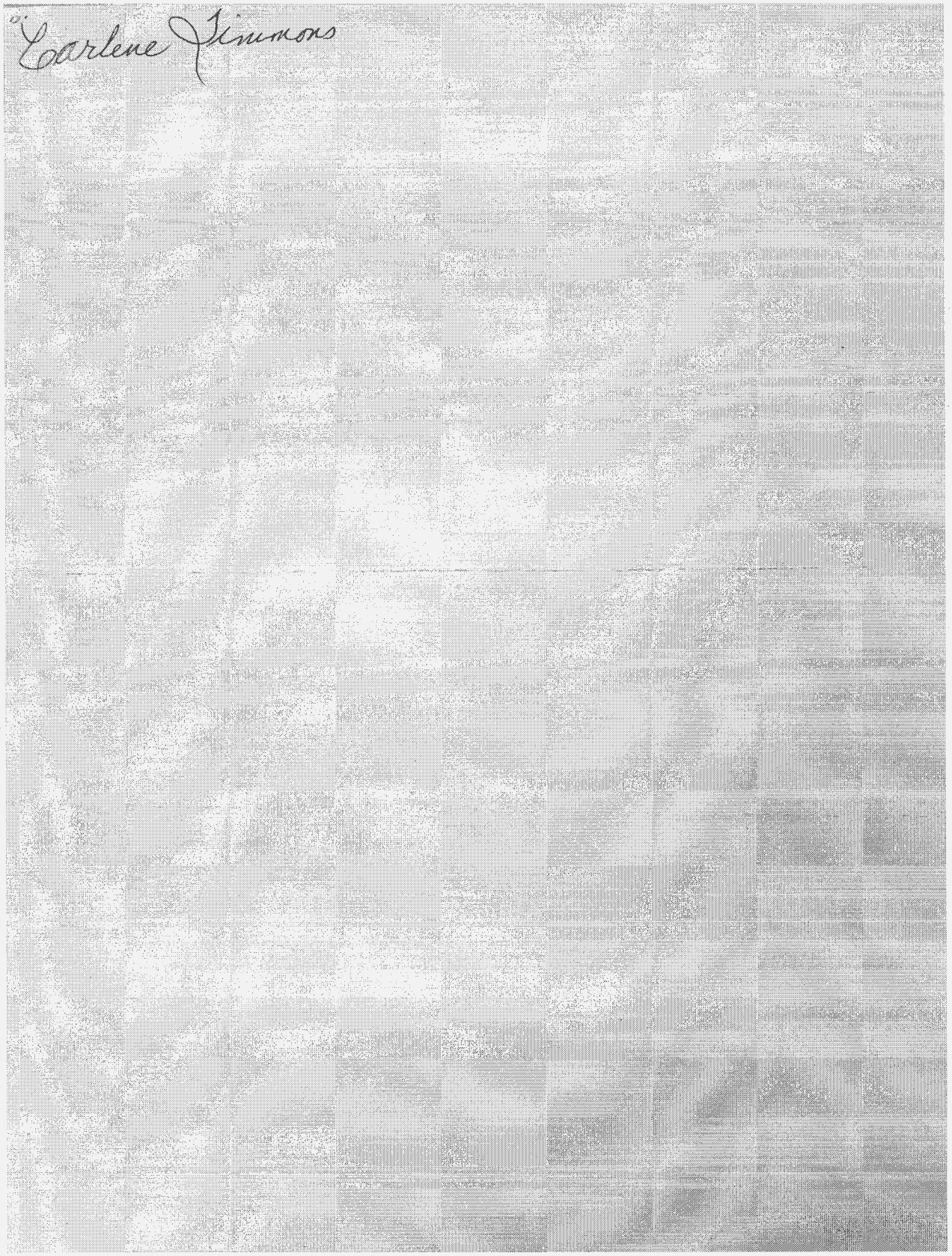


Pamplico Stop the Pipeline
Petition

1 [illegible]
2 Mary [illegible] Wells
3 Robert Kehm
4 Laura Miles
5 Wendy Smith
6 [illegible] Collins
7 [illegible]
8 Roger Judge
9 Betty J Judge
10 Katrina Woods
11 Roselyn Goodrum
12 Gene Perkins
13 Frances Perkins
14
15 Maxine Moore
16 Eric Moore
17
18 Wendy Moore
19 DiAnne Pinkney
20 Roland Jenkney
21 Quan Z Hy Washington
22 [illegible] A Davis
23 [illegible]
24 [illegible]
25 Lacinda B[illegible]
26 Andregus Jackson
27 Bobby B[illegible]
28 [illegible] B[illegible]
29 Lennise B[illegible]
30 Kevin B[illegible]
31 Alma [illegible]
32 Sylvester Davis
33 Georgia Davis


Earlene Simmons

Written statement of Rev. Reatha L. Hyman-Jefferson to the Florence County Council.

Hello, my name is Reatha L. Hyman-Jefferson. I am the great granddaughter of Andrew and Sofronia Hyman. My great grandfather purchased 40 acres of land in Caines, SC which is now known as Pamplico. He purchased his land in 1912. He built a wooden frame house, and he and my great grandmother raised their 3 children there. After the death of my great grandmother, Andrew remarried and raised his grandson Willie Hyman (my father) in this house. I was born in that same house. My older sister and I have great memories there. Our great grandparents used their land for their livelihood. They had planted several fruit trees on the land; one in particular was a pear tree that they planted outside the window. My sister and I would open the window and pick pears from that tree. Our father took sick in 1989 and on his death bed made me promise that I would pay the taxes, and hold onto the family land. For thirty years I have made sure that the taxes were paid and current. There are several heirs to this property and we are all grateful for the legacy that our great grandparents sacrificed for and left us the land to be passed on from one generation to another.

We are upset and are opposed to having a pipeline placed on our property. Dominion Energy is attempting to use Eminent Domain and are stating that that it is for the good of the community. This is a false statement as they assume that they know what is best for the community when my relatives and the other members of the community use electricity to power their appliances and are not interested in the insertion of gas pipelines in their community. The members of the community use the water from the wells that they have established to cook with, drink from, feed their livestock and water their crops. If these pipelines should crack or burst there is no telling what a devastating effect it will have on the people. The land would have no value, nothing much would grow, and the contamination of their crops would bring on a series of illnesses. I strongly encourage you the committee to consider the health and environment of those that live in Pamplico and vote against the gas pipeline from Dominion Energy.

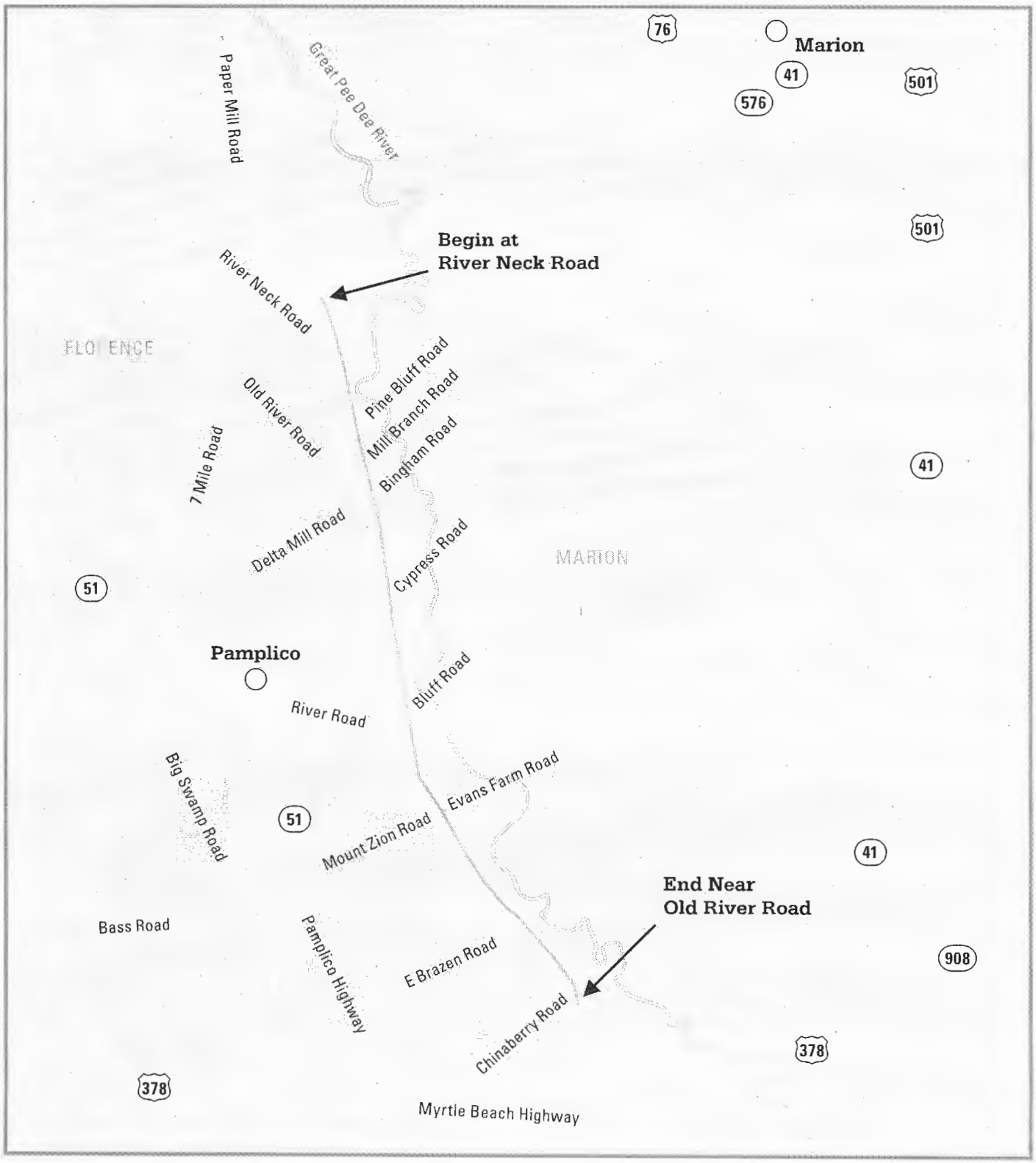
Hand-delivered by Louis A. Zeller to Florence County Council

June 17, 2021

Agenda Item VII.B

River Neck to Kingsburg

PROJECT LOCATION



© 2020 Dominion Energy 700020R2535

Healthy People. Healthy Communities.

PUBLIC NOTICE

Public Notice No. SAC 2019-01427 **June 8, 2021**

The South Carolina Department of Health and Environmental Control has received an application for an individual State Water Quality Certification (WQC) of a Department of the Army Corps of Engineers Nationwide Permit **(NWP 12)** pursuant to Section 401 of the Clean Water Act (33 U.S.C. 1341). The project also affects State navigable waters and the WQC review will consider issues of R.19-450, *Permits for Construction in Navigable Waters*, in accordance with the procedures of R.61-101, *Water Quality Certification*.

APPLICANT: Dominion Energy

WATERBODIES: Waters of the U.S. on the project site, including wetlands, drain east through Jefferies Creek, Mills Branch, Bigham Branch, Briar Branch, Barfield Mill Creek, Bullock Branch, and unnamed tributaries to the Great Pee Dee River. The Great Pee Dee River and Jeffries Creek are State navigable waters subject to the permitting jurisdiction of R.19-450.

ACTIVITY: The project is a gas main installation known as the River Neck to Kingsburg 16-inch Gas Main. The project consists of the installation of a 16-inch gas main within an approximately 40-foot-wide existing easement and a 10-footwide expansion of the easement to the west. The gas main will be installed through a combination of horizontal directional drilling (HDD) and open trench excavations. The crossing under Jeffries Creek will be installed by HDD. The proposed project will result in temporary clearing impacts to 6.326 acres of wetlands and 53 linear feet of stream, temporary excavation impacts to 8.35 acres of wetlands and 119 linear feet of stream, permanent fill impacts to 0.0041 acres of wetlands and 22 linear feet (0.0045 acre) of stream, and permanent clearing impacts to 2.986 acres of wetlands and 21 linear feet of stream. Following the initial clearing and placement of the gas main, native material will be placed to match preexisting grade and allowed to revegetate naturally. A smaller portion of the cleared areas within the ROW will be maintained as cleared land for future maintenance. The applicant is not proposing mitigation because the project will result in less than 0.01 acre of permanent fill impact in wetlands and less than 0.005 acre of permanent fill impact in streams. Dominion Energy stated the basic purpose of the proposed project is to install a gas main to support the growth in the area by providing the additional capacity and flexibility to meet the current and anticipated customer demands for natural gas. They stated that the overall purpose is to provide natural gas utilities in Florence County, South Carolina for developments requiring natural gas as an energy supply. The U.S. Army Corps of Engineers is processing the application for authorization under Nationwide Permit 12, Utility Line Activities (SAC 2019-01427). See also application materials, including supporting documentation, figures, and a frac-out plan appended to the DHEC public notice on the DHEC Environmental Public Notice webpage here: https://scdhec.gov/permits-regulations/public-notices.

LOCATION: The proposed project corridor is located south of the Kingsburg Valve Station located near 2187 Old River Road in Johnsonville, Florence County South Carolina. The

proposed project corridor is an approximately 14.5 mile, 50-foot-wide corridor (40 feet of which is within an existing Dominion Energy right-of-way or ROW as described previously) located east of North Old River Road and South Old River Road starting near the intersection of River Neck Road and Wross Lane. The proposed pipeline will parallel an existing Dominion Energy 8-inch gas pipeline within an existing ROW. The proposed project corridor is located on the Pamplico North, Pamplico South, and Gres Ham United States Geological Survey (USGS) Topographic Map. The approximate center of the project corridor is located at 34.004307°N, -79.523488°W. See also attached map showing project corridor.

This public notice is being distributed to interested persons and agencies to gain comments, which will aid the South Carolina Department of Health and Environmental Control in making a final decision regarding the proposed work. All comments and data in support or opposition to the proposed work and related to compliance with water quality standards, protection of classified uses, and related water quality impacts should be submitted in writing to:

SC Department of Health and Environmental Control
Division of Water Quality
Attn: Rusty Wenerick
2600 Bull St
Columbia SC 29201-1708

Comments will be received at the above address until **June 23, 2021.**

Blue Ridge Environmental Defense League

Florence County Council

June 17, 2021

Proposed Pipeline

© 2020 Dominion Energy 700020R2535

The Great Pee Dee pipeline would pose serious risks to residents.

November 2019, Dominion Energy's newly installed pipeline exploded at Pepper Pike in Ohio. The cause of the explosion and fire at one o'clock on the morning was Dominion Energy's "failure to follow established welding procedures, insufficient inspection and oversight at the construction site…which led to the pipeline being subject to excessive strain."

Dominion Energy's Project is not in the public interest.

On February 2, 2021, after its company representative made a presentation, a member of the SC Public Service Commission said, "What's the big picture? Put it on paper!"

Please Stand with us to protect our environment and to help us block Dominion Energy from destroying our lives, while they enrich themselves at our expense.

"Land Owners have Power"

It is UnAMERICAN,
USING
EMINENT DOMAIN
for CORPORATE GAIN!
This is
My Land
PennEast GO HOME
This is
My Land
PennEast GO HOME

FLORENCE COUNTY COUNCIL

June 17, 2021

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

RESOLUTION NO. 01-2021/22

A Resolution To Establish A Fee Schedule For The Lease Of Parking Spaces Within The County Complex Parking Lot And/Or Parking Deck At The Rate Of $500 Per Space Annually; And Authorize The County Administrator To Execute Lease Agreements With Various Entities For Use Of The Space; And Other Matters Related Thereto.

ORDINANCE NO. 26-2020/21

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement And Incentive Agreement By And Between Florence County, South Carolina And A Company Or Companies Known To The County At This Time As "Project Jam" With Respect To Certain Economic Development Property In The County, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes, Including The Provision Of Certain Special Source Credits; And Other Matters Related Thereto.

ORDINANCE NO. 28-2020/21

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

ORDINANCE NO. 33-2020/21

An Ordinance To Provide For The Lease Of Certain Real Property Located In Johnsonville, South Carolina Designated On The Florence County Tax Assessor's Records As Parcel Numbers 00441-05-027, 00441-05-018 And 00441-05-051, To The Town Of Johnsonville, And Other Matters Related Thereto.

ORDINANCE NO. 34-2020/21

An Ordinance To Convey Approximately 0.328 Acres Of Property On Florence Harllee Boulevard At The Pee Dee Touchstone Energy Commerce Park Identified As Tract "3" On A Plat Prepared By Ervin Engineering Dated May 25, 2018 To 2570 Florence Harllee Boulevard, LLC.

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Resolution No. 01-2021/22

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

(A Resolution To Establish A Fee Schedule For The Lease Of Parking Spaces Within The County Complex Parking Lot And/Or Parking Deck At The Rate Of $500 Per Space Annually; And Authorize The County Administrator To Execute Lease Agreements With Various Entities For Use Of The Space; And Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. The County Administrator has received several requests from various businesses in the downtown area to lease parking spaces in the newly renovated/redesigned parking lot and/or parking deck.
2. There are sufficient parking spaces in the parking lot and deck to accommodate the requests received.
3. The recommendation is to lease each parking space at a cost of $500 per space annually.
4. The County Administrator will design uniform size and color for the leased space signage. The tenant/lessee of the space will be responsible for all costs associated with signage.

OPTIONS:

1. ***(Recommended)*** Approve Resolution No. 01-2021/22 as presented
2. Provide An Alternate Directive

ATTACHMENT:

Copy of Proposed Resolution No. 01-2021/22

Sponsor(s)	: Administration	I, _____
Public Hearing	: July 15, 2021	Council Clerk, certify that this
Adopted	: July 15, 2021	Resolution was advertised for
Committee Referral	: N/A	Public Hearing on _____.
Committee Consideration Date	: N/A	
Committee Recommendation	: N/A	

RESOLUTION NO. 01-2021/22

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[A Resolution To Establish A Fee Schedule For The Lease Of Parking Spaces Within The County Complex Parking Lot And/Or Parking Deck At The Rate Of $500 Per Space Annually; And Authorize The County Administrator To Execute Lease Agreements With Various Entities For Use Of The Space; And Other Matters Related Thereto.]

WHEREAS:

1. The County has provided for parking on the County Complex property; and

2. The County has been approached by various businesses for the opportunity to lease designated parking spaces reserved for particular businesses; and

3. Whereas the County has determined that there are suffice spaces available for lease.

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED as follows:

Section 1. The County Council hereby authorizes the lease of individual parking spaces at the County Complex on an annual basis for $500.00 per space.

Section 2. County Council finds that signage for the leased spaces shall be the responsibility of the tenant. The County Administrator shall design signage in a uniform size and color for the leased spaces. The only customized feature shall be the name of the lessee.

Section 3. The County Council hereby authorizes the County Administrator, or his designee, and the county attorney to execute leases as outlined in this resolution on an annual basis.

Section 4. This Resolution shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

_____
Connive Y. Haselden, Council Clerk

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

SIGNED:

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Resolution No. 02-2021/22

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution To Approve Adoption Of The Criteria For The Development Of 2020 Redistricting Plans.

OPTIONS:

1. ***(Recommended)*** Approve Resolution No. 02-2021/22.
2. Provide An Alternate Directive.

ATTACHMENTS:

Proposed Resolution No. 02-2021/22

Sponsor(s) Department : County Council
Adopted : July 15, 2021
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 02-2021/2022

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution To Approve Adoption Of The Criteria For The Development Of 2020 Redistricting Plans.)

WHEREAS:

1. The County must reapportion its County Council districts to meet the current requirements of the Census and Federal and State Law; and

2. Basic criteria for the development of the 2020 redistricting plans should be established; and

3. These criteria are suggested by the South Carolina Office of Revenue and Fiscal Affairs.

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

The criteria of the development of the 2020 redistricting plans are hereby adopted and are attached hereto and incorporated by reference.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

RFA REDISTRICTING PROCESS WITH LOCAL GOVERNMENTS

1. PROJECT INITIATION
   - Local Government requests either consultation or redistricting services from RFA
   - RFA sends confirmation letter
   - Council may adopt a resolution engaging RFA

2. PRIOR TO RELEASE OF THE 2020 CENSUS DATA AND BEFORE PROJECT IS STARTED, LOCAL GOVERNMENT WILL PROVIDE RFA WITH:
   - A primary contact
   - Any foreseen issues that may affect project timeline (filing deadline, next election)
   - Names and addresses of incumbents
   - Verification of current districts (municipalities verify municipal boundaries as well)
   - Council will verify RFA has the GIS data accurately reflecting current districts

3. RFA WILL COORDINATE A TENTATIVE PROJECT TIMELINE

4. AT THE FIRST PUBLIC MEETING
   - RFA will provide a briefing for the council and public on redistricting
     - Traditional Redistricting Principles
     - Constitutional and Statutory Requirements
   - RFA will provide a report to include:
     - A proposed set of criteria
     - An analysis (Benchmark Plan) of existing districts with 2020 Census data
     - A preliminary draft plan
   - RFA will solicit feedback from council and public
   - Council has the option to adopt proposed plan or delay and recommend changes for adoption at next meeting

5. AFTER THE FIRST PUBLIC MEETING
   - Local Government primary contact will notify RFA in writing of any changes to the draft plan or proposed criteria based on input from council

6. AT THE SECOND OR SUBSEQUENT MEETING(S)
   - RFA will prepare a final report incorporating feedback received from council
   - Final plan presented for council to adopt (RFA may or may not need to attend)

7. AFTER ADOPTION
   - Council will provide a letter notifying RFA of adoption of the plan
   - Council will notify local voter registration office and other affected entities

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Resolution No. 03-2021/22

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
(An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project Longshot.)

OPTIONS:
1. ***(Recommended)*** Approve Resolution No. 03-2021/22 as presented.
2. Provide an alternate directive.

ATTACHMENTS:
A copy of proposed Resolution No. 03-2021/22.

Sponsor(s)	:	Economic Development
Adopted	:	July 15, 2021
Committee Referral	:	N/A
Committee Consideration Date	:	N/A
Committee Recommendation	:	N/A

RESOLUTION NO. 03-2021/22

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

INDUCEMENT RESOLUTION PROVIDING FOR A FEE IN LIEU OF TAX AGREEMENT BETWEEN FLORENCE COUNTY AND PROJECT LONGSHOT.

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

2. A company currently identified as Project Longshot (the "Company"), desires to invest capital in the County in order to establish a distribution facility in the County (the "Project"), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

3. The Project is anticipated to result in an investment of at least $66,500,000 and the creation of approximately 430 new, full-time jobs; and

4. The Company has requested that the County enter into a Fee Agreement, thereby providing for a fee in lieu of tax ("FILOT") and infrastructure and/or special source revenue credits ("SSRCs") with respect to the Project; and

5. The County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

6. Pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County agrees to use its best efforts to ensure that the Project is located in a multi-county industrial and business park established, or to be established, by the County (the "Park") pursuant to a

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qualifying agreement with one or more contiguous South Carolina counties (the "Park Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Florence County Council duly assembled that:

Section 1. The County Council hereby finds that: *(i)* the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; *(ii)* the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; *(iii)* the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the Project to the public are greater than the cost (which latter finding has been made using an appropriate cost-benefit analysis); and *(iv)* it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The County hereby agrees to enter into a fee in lieu of tax arrangement with the Company under the Act. The County agrees to provide for a fee in lieu of *ad valorem* taxes ("FILOT") for a period of 30 years for each component of the Project placed in service during the investment period (the "FILOT Term") under the Act. The FILOT shall be calculated using a 6% assessment ratio and a fixed millage rate equal to the lowest millage rate allowable under the Act for a period of 30 years for each component of the Project placed in service during the investment period.

Section 3. The further details of the FILOT and the SSRCs shall be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. The County agrees to use its best efforts to ensure that the Property is already located in or to include the Property in a Park for at least the longer of a 30-year period or the period of time the FILOT arrangement is in place.

Section 5. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act.

Section 6. This resolution shall constitute "preliminary approval" pursuant to Section 12-44-110(2) of the Act by which property may be placed in service prior to the execution of a FILOT agreement but still constitute economic development property under the Act.

Section 7. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

(Signature Page Follows)

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ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

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	I, _____
Committee Referral	:	Council Clerk, certify that the
Committee Consideration Date	:	ad for a Public Hearing on this
Committee Recommendation	:	Ordinance ran on:_____.
Second Reading	: November 21, 2019	
Public Hearing	: December 12, 2019	
Third Reading	:	
Effective Date	:	

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

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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;

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(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.

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(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

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FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

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	I, _____
Committee Referral	:	Council Clerk, certify that the
Committee Consideration Date	:	ad for a Public Hearing on this
Committee Recommendation	:	Ordinance ran on: _____.
Second Reading	: November 21, 2019	
Public Hearing	: December 12, 2019	
Third Reading	:	
Effective Date	:	

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

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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

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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.

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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

DRAFT

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

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	
First Reading/Introduction	: July 16, 2020	I, _____,
Committee Referral	:	Council Clerk, certify that this
Committee Consideration Date	:	Ordinance was advertised for
Committee Recommendation	:	Public Hearing on _____.
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

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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

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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.

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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.

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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:

_____
Connie Y. Haselden, Clerk to County Council

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

FLORENCE COUNTY COUNCIL:

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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FLORENCE COUNTY COUNCIL MEETING

Thursday, July 15, 2021

AGENDA ITEM: Ordinance No. 30-2020/21
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. – Table I: Schedule Of Permitted And Conditional Uses And Off-street Parking Requirements For Residential Districts.; And, Sec. 30-29. - Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts; And, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development Standards For Unzoned Areas. (6) Certain Uses And Industrial Projects.; And Other Matters Related Thereto.] *(Planning Commission approved (6 to 0)*

POINTS TO CONSIDER:

1. The intent of this text amendment is to update the Florence County Ordinance and clarify the regulatory data in terms of yard sales and flea market lots in Florence County.

2. The current ordinance, without these alterations, lacks specific conditions and guidelines.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 30-2020/21
2. Staff Report for PC#2021-06

Sponsor(s)	: Planning Commission	I, _____, Council Clerk, certify that this Ordinance was advertised for Public Hearing on_____.
Planning Commission Consideration	: April 27, 2021	
Planning Commission Public Hearing	: April 27, 2021	
Planning Commission Action	: April 27, 2021[Approved 6-0]	
First Reading/Introduction	: May 20, 2021	
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: June 17, 2021	
Third Reading	: July 15, 2021	
Effective Date	: Immediately	

ORDINANCE NO. 30-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. – Table I: Schedule Of Permitted And Conditional Uses And Off-street Parking Requirements For Residential Districts.; And, Sec. 30-29. - Table II: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Business & Rural Districts; And, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development Standards For Unzoned Areas. (6) Certain Uses And Industrial Projects.; And Other Matters Related Thereto.]

WHEREAS:

1. The intent of this text amendment is to update the Florence County Ordinance and clarify the regulatory data in terms of yard sales and flea market lots in Florence County; and

2. The current ordinance, without these alterations, lacks specific conditions and guidelines.

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

1. The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. – Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts.; and, Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts; and, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development standards for unzoned areas. (6) Certain uses and industrial projects., shall be amended to read as follows:

Sec. 30-28. - Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts. [(2)]

	NAICS	R-1	R-2	R-3	R-3A	R-4	R-5	R-5A	Off-Street Parking Requirements
Residential uses									
Site built dwellings									

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Single-family detached	81411	P	P	P	P	P	P	P	None
Duplex	81411	N	N	N	N	P	P	P	2.0 spaces per unit
Townhouse (section 30-91)	81411	N	N	C	C	C	C	C	2.0 spaces per unit
Patio home (section 30-92)	81411	N	N	C	C	C	C	C	2.0 spaces per unit
Triplex	81411	N	N	N	N	N (1)	P	P	2.0 spaces per unit
Quadraplex	81411	N	N	N	N	N (1)	P	P	1.5 spaces per unit
Multi-family	81411	N	N	N	N	N (1)	P	P	1.5 spaces per unit
Rooming & boarding houses	72131	N	N	N	N	N	P	P	1.0 spaces per bedroom
Bed & breakfast inns (section 30-93)	721191	N	N	C	C	C	C	C	1.0 spaces per bedroom
Manufactured dwellings (footnote)									
Residential designed (section 30-94)	81411	N	N	C	N	N	C	N	None
Standard designed (section 30-94)	81411	N	N	N	N	N	N	N	None
Mobile home (section 30-95)	81411	N	N	N	N	N	N	N	2.0 spaces per unit
Modular home	81411	P	P	P	P	P	P	P	None

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Manufactured home park (section 30-96)	81411	N	N	N	N	N	C	N	2.0 spaces per unit
Accessory uses (section 30-246)									
Bathhouses, cabanas	NA	P	P	P	P	P	P	P	None
Domestic animal shelters	NA	P	P	P	P	P	P	P	None
Child day care services	6244	P	P	P	P	P	P	P	None
Satellite dishes/antennas	NA	P	P	P	P	P	P	P	None
Solar Panels (see sec. 30.114.8)	NA	C	C	C	C	C	C	C	None
Accessory apartment (section 30-97)	NA	C	C	C	C	C	C	C	None
Coin operated laundries & dry cleaners	81231	N	N	N	N	N	N	N	None
Non-commercial greenhouse	NA	P	P	P	P	P	P	P	None
Private garage & carport	NA	P	P	P	P	P	P	P	None
Storage building	NA	P	P	P	P	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	P	P	P	None
Auxiliary shed, work shop	NA	P	P	P	P	P	P	P	None

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Home occupation (section 30-98)	NA	C	C	C	C	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	P	P	P	None
Signs—See article V									None
Support uses									
Recreational									
Public parks, playgrounds, & community centers	71394	P	P	P	P	P	P	P	1.0 per 250 GFA activity buildings, 1% land area to parks
Golf courses, public & private	71391	P	P	P	P	P	P	P	5.0 spaces for each hole
Swimming & tennis clubs	71394	P	P	P	P	P	P	P	1.0 space for each 200 s.f. GFA
Educational									
Elementary schools	6111	P	P	P	P	P	P	P	2.0 spaces per classroom, plus 5.0 admin. spaces
Secondary schools	6111	P	P	P	P	P	P	P	5.0 spaces per classroom, plus 10 admin. spaces
Information									
Libraries	519120	N	N	N	N	P	P	P	1.0 space per 350 s.f. GFA
Social									

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Nursing & residential care facilities	623	N	N	N	N	P	P	P	0.4 per bed, plus 1.0 space per 500 s.f. GFA
Day care services	62441	N	N	N	N	P	P	P	1.0 space per 200 s.f. GFA
Religious organizations	81311	P	P	P	P	P	P	P	0.3 spaces per seat, main seating
Utilities									
Communication transmission only, except towers/antennas	5133	P	P	P	P	P	P	P	None
Communication towers & antennas (see 30-101)	51332	C	C	C	C	C	C	C	None
Electric, gas, transmission only	221121	P	P	P	P	P	P	P	None
Sewerage treatment facilities	22132	P	P	P	P	P	P	P	None
Water supply & irrigation systems	22131	P	P	P	P	P	P	P	None
Public order & safety	9221	P	P	P	P	P	P	P	1.0 space per 350 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	4.0 spaces per bay
Temporary uses									
Temporary uses (section 30-99)		C	C	C	C	C	C	C	By individual review

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(1) Permitted uses in areas previously zoned (prior) to effective date of this chapter) RG-2 in Florence County.

(2) Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a 30 day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the site's primary or secondary structure during non-business hours.

(Ord. No. 33-2006/07, § 2.3, 6-7-07; Ord. No. 09-2008/09, § 1, 11-20-08; Ord. No. 10-2009/10, § 2, 11-19-09; Ord. No. 17-2011/12, § 2, 1-19-12; Ord. No. 18-2014/15, § 1, 3-19-15; Ord. No. 09-2016/17, § 1, 4-20-17)

Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts. [(1)(2)]

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Sector 11: Agriculture, Forestry, Fishing, and Hunting											
Agricultural production, crops	111	P	P	P	N	P	P	P	P	P	None
Agricultural production, livestock, animals 112											
Livestock, except feedlots	112111	N	N	N	N	N	N	P	P	P	None
Feedlots	112112	N	N	N	N	N	N	N	N	P	None
Poultry & eggs	1123	N	N	N	N	N	N	N	N	P	None
Animal specialties	1129	N	N	N	N	N	N	N	N	P	None
Horses & other equine	11292	N	N	N	N	N	N	P	P	P	None
General farms	11299	N	N	N	N	P	P	P	P	P	None

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Fishing, hunting, trapping	1141-2	N	N	P	N	N	P	P	P	P	None
Agricultural services	115	N	N	N	N	N	N	P	P	P	None
Forestry	11531	N	N	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 21: Mining											
Mining	212	N	N	N	N	N	P	N	N	P	None
Sector 22: Utilities											
Electric 2211											
Generation	22111	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Solar Electric Power Generation (See Sec. 30-114.8)	221114	C	C	C	C	P	P	P	P	P	1.0 per 500 s.f. GFA
Transmission	22112	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Natural gas distribution	2212	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Water supply systems 22131											
Storage/treatment	22131	N	N	P	N	P	P	P	P	P	1.0 per 500 s.f. GFA
Transmission	22131	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Sewerage systems 22132											
Collection	22132	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Treatment	22132	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Steam & air conditioning supply	22133	N	N	P	N	P	P	N	N	N	1.0 per 500 s.f. GFA
Sector 23: Construction											

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Building construction - general contract & operative builders	233	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Heavy construction other than building construction-contractors	234	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Special trade contractors	235	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Sector 31-33: Manufacturing											
Food	311	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Beverage & tobacco	312	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile mill products	313	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile product mills	314	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Apparel	315	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Leather & allied products	316	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Wood products	321	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Paper & allied products	322	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Petroleum products	324	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Chemical products	325	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Plastic & rubber	326	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Nonmetallic mineral products	327	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Primary metal industry	331	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Fabricated metal products	332	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Machinery	333	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA

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Computer & electronic products	334	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Electrical equipment, appliances & components	335	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Transportation equipment	336	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Furniture & related products	337	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Misc. manufacturing indus.	339	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Sector 42: Wholesale Trade											
Wholesale trade-durable goods	421	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Recycle materials (section 30-102)	42193	N	N	N	N	N	C	N	N	N	1.0 per 5,000 s.f. GFA
Wholesale trade-nondurable goods	422	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Sector 44-45: Retail Trade											
Motor vehicle & parts	441	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive dealers	4411	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Other motor vehicle dealers	4412	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive parts	4413	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Furniture & home furnishings	442	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Electronics & appliances	443	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Building materials, garden supplies 444											
Building materials & supplies	4441	N	N	P	N	N	N	P	P	N	1.0 per 1,000 s.f. GFA

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Paint & wallpaper	44412	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Hardware stores (section 30-103)	44413	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Lawn & garden equipment & supplies stores	4442	N	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Food stores (section30-103)	445	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Beer, wine, & liquor stores (section 30-103)	4453	N	N	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Health & personal care (Section 30-103)	446	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Gasoline stations	447	N	P	P	P	N	N	P	P	P	1.0 per 600 s.f. GFA
Truck stops	44719	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Clothing & accessory stores	448	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Sporting goods, Hobbies, Books, & Music	451	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
General merchandise, except pawn shops & flea markets (section 30-103)	452	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Miscellaneous retail	453	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Used merchandise, except pawn shops & flea markets (section 30-103)	4533	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Flea markets	4533	N	N	P	N	N	N	P	P	N	1.5 per stall
Retail not elsewhere classified except grave monuments,	4539	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA

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fireworks, sexually oriented businesses											
Manufactured home dealers	45393	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Fireworks	453998	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Gravestones, monuments	453998	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Miscellaneous retail	45399	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Non-store retailers	454	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Fuel dealers	45431	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Sector 48-49: Transportation Warehousing											
Air transportation	481	N	N	P	N	P	P	N	N	N	1.0 per 250 s.f. GFA
Rail transportation	482	N	N	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Truck transportation	484	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Transit and ground passenger transportation	485	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Scenic & sightseeing transportation	487	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Support activities for transportation	488	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
U.S. Postal Service	491	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Couriers & messengers	492	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Warehousing & storage	493	N	N	P	P	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 51: Information											

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Publishing Industries	511	N	P	P	P	P	P	N	N	P	1.0 per 500 s.f. GFA
Motion pictures & sound industries	512	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Motion picture theaters	512131	N	P	P	P	N	N	N	N	N	1.0 per 5 seats
Broadcasting & telecommunications	513	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Communication tower & ant. (section 30-101)	5131	N	C	C	C	C	C	C	C	C	None
Info, services & data processing	514	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Libraries	519120	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Sector 52: Finance & Insurance											
Banks	521	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Credit Intermediation	522	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Pawn Shops	522298	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Security & commodity contracts, financial investments	523	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Insurance carriers & related activities	524	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Funds, trust, & other financial vehicles	525	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 53: Real Estate & Rental & Leasing											
Real estate	531	P	P	P	P	P	P	P	P	N	1.0 per 350 s.f. GFA

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Mini-warehouses	53113	N	N	P	P	P	P	N	N	N	1.0 per 25 storage units
Rental & leasing services	532	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Video tape rental (section 30-103)	53223	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Sector 54: Professional, Scientific, Technical Services											
Professional, Scientific, Technical Svcs.	541	N	P	P	P	P	N	P	P	N	1.0 per 300 s.f. GFA
Display advertising - Signs	54185	See article V									
Legal services	5411	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Engineering, accounting, research management & related services	5412-9	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Tax return prep, service	541213	P	P	P	P	N	N	P	P	N	1.0 per 500 s.f. GFA
Photographic studios, portraits	54192	P	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Veterinary services	54194	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 55: Management of Companies and Enterprises											
Mgmt. Of companies and enterprises	551	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 56: Administrative and Support and Waste Management and Remediation Services											
Administrative & support services	561	P	P	P	P	P	P	P	P	P	1.0 per 750 s.f. GFA
Landscape services	56173	N	P	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA

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Refuse systems (section 30-104)	562	N	N	C	N	N	C	N	N	C	1.0 per 500 s.f. GFA
Sector 61: Educational Services											
Educational Services	611	P	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
Elementary schools	6111	P	P	P	P	N	N	P	P	P	2.0 per classroom plus 5 admin, spaces
Secondary schools	6111	P	P	P	P	N	N	P	P	P	5.0 per classroom plus 10 admin. spaces
Jr. colleges, colleges, universities, professional schools	6112-3	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Business schools, computer, & management training	6114-5	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Other schools and instruction	6116	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. Office
Education support services	6117	P	P	P	P	P	P	N	N	N	1.0 per 200 s.f. GFA
Sector 62: Health Care and Social Assistance											
Ambulatory Health Care Services	62	P	P	P	P	P	N	N	N	N	1.0 per 150 s.f. GFA
Medical & dental laboratories	6215	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Home health care services	6216	P	P	P	P	P	N	P	P	N	1.0 per 500 s.f. GFA
Hospitals	622	N	N	P	P	P	N	N	N	N	0.7 per bed
Nursing & residential care facilities	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Nursing Care facilities	623	N	N	P	N	N	N	P	P	P	1.0 per 500 s.f. GFA

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Community care for elderly	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Social services	624	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Individual & family social services	6241	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Community, food & housing & emergency & relief services	6242	N	N	P	P	P	N	N	N	N	
Rehabilitation services	6243	N	N	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Day care services	6244	P	P	P	P	P	P	P	P	P	1.0 per 200 s.f. GFA
Sector 71: Arts, Entertainment, and Recreation											
Performing art companies	7111	P	P	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Spectator sports	7112	N	N	P	P	N	N	N	N	N	By individual review
Museums, historical sites, & similar institutions	712	P	P	P	P	N	N	N	N	N	1.2 per 1,000 s.f. GFA
Coin operated amusement, cash payouts more than 5 machines (section 30-107)	7132	N	N	C	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Golf courses & country clubs	71391	N	N	P	N	P	P	N	N	P	5.0 per hole
Marinas	71392	N	N	N	N	P	P	P	P	P	1.0 per slip
Public parks & playgrounds	71394	P	P	P	P	P	P	P	P	P	1% land area
Physical fitness facilities	71394	N	P	P	P	P	P	N	N	N	1.0 per 300 s.f. GFA
Bowling centers	71395	N	N	P	P	N	N	N	N	N	5.0 per lane
Coin operated amusement non-cash payouts	71399	N	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA

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All other amusement & recreational industries	71399	N	N	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Sector 72: Accommodation and Food Services											
Accommodations 721											
Bed and breakfast inns (section 30-93)	721191	C	N	P	P	P	N	C	C	C	1.5 per bedroom
Camps & recreational vehicle parks	721191	N	N	C	N	N	N	N	N	C	Not applicable
Rooming & boarding houses, dormitories, group housing	72121	N	N	P	N	N	N	N	N	N	1.0 per bedroom
Eating places	7221-3	N	P	P	P	P	P	P	P	N	1.0 per 150 s.f. GFA
Drinking places (section 30-110)	7224	N	N	C	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Sector 81: Other Services (except Public Administration)											
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	P	N	C		N	1.0 per 500 s.f. GFA
Car washes (multiple bays)	811192	N	N	P	N	N	N	N		N	None
Other repair (section 30-103)	8112-4	N	P	P	P	P	P	C		N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N		N	1.0 per 300 s.f. GFA
Personal & laundry services	812										
Personal care services	8121	N	P	P	P	N	N	P		N	2.5 per chair basin
Tattoo facilities (section 30-113	812199	N	N	C	N	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly

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Cemeteries	81221	N	N	P	N	N	N	P	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	P	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	N	None
Sexually oriented business (section 30-105	81299	N	N	C	N	N	N	N	N	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business organizations	813	P	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA
Sector 92: Public Administration											
Executive, legislative, & general govt.	921	P	P	P	P	P	N	N	N	N	1.0 per 350 s.f. GFA
Justice, public order & safety	922	N	N	P	P	P	P	N	N	P	1.0 per 350 s.f. GFA
Courts	92211	N	N	P	P	N	N	P	P	P	1.0 per 350 s.f. GFA
Police protection	92212	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Correctional institution	92214	N	N	P	P	N	P	N	N	P	1.0 per jail cell, plus 1.0 per 250 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	P	P	4.0 per bay

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Administration of human resources	923	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Ad. of environ, quality & housing prog.	924-5	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Administration of economic programs	926	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Space research & technology	927	N	N	P	P	P	P	N	N	N	
National Security & Internal Affairs	928	N	N	P	P	P	P	N	N	N	
Residential Uses											
Site built dwellings											
Single-family detached	NA	P	P	P	N	N	N	P	P	P	None
Duplex	NA	N	N	N	N	N	N	P	N	N	2.0 spaces per unit
Multi-family, apts. (section 30-109)	NA	N	N	P	C	P	N	N	N	N	1.5 spaces per unit
Rooming & boarding houses	72131	N	P	P	P	N	N	N	N	N	1.0 spaces per bedroom
Manufactured dwellings											
Residential designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Standard designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Mobile homes (section 30-95)	NA	N	N	N	N	N	N	N	N	N	2.0 spaces per unit
Modular homes	NA	P	P	P	N	N	N	P	N	P	2.0 spaces per unit

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Accessory Uses to Residential Uses											
Bathhouses & cabanas	NA	P	P	P	N	NA	NA	P	P	P	None
Domestic animal shelters	NA	P	P	P	N	NA	NA	P	P	P	None
Non-commercial greenhouses	NA	P	P	P	P	NA	NA	P	P	P	None
Private garage & carport	NA	P	P	P	P	NA	NA	P	P	P	None
Storage building	NA	P	P	P	P	NA	NA	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	NA	NA	P	P	P	None
Auxiliary shed, workshop	NA	P	P	P	N	NA	NA	P	P	P	None
Home occupation (section 30-98)	NA	P	P	P	P	NA	NA	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	NA	NA	P	P	P	None
Family day care home	NA	P	P	P	P	NA	NA	P	P	P	None
Satellite dishes, etc.	NA	P	P	P	P	NA	NA	P	P	P	None
Buildings, structures	NA	P	P	P	P	P	P	P	P	P	None
Open storage (section 30-108)	NA	N	N	C	N	C	C	C	C	N	None
Temporary Uses											
All temporary uses (section 30-99)	NA	C	C	C	C	C	C	C	C	C	None

Notes:

1) Off street parking is not required in the B-4 district.

(2) Any new use which includes outside sales of new or used household goods and other material

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goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a 30 day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the site's primary or secondary structure during non-business hours.

(Ord. No. 33-2006/07, § 2.4, 6-7-07; Ord. No. 04-2007/08, § 1, 9-13-07; Ord. No. 09-2008/09, § 1, 11-20-08; Ord. No. 29-2008/09, § 1, 6-4-09; Ord. No. 04-2009/10, § 2, 9-17-09; Ord. No. 13-2015/16, § 2, 11-19-15; Ord. No. 22-2015/16, § 1, 2-18-16; Ord. No. 09-2016/17, § 1, 4-20-17; Ord. No. 16-2016/17, § 1, 6-15-17; Ord. No. 12-2018/19, § 1, 12-13-18)

Sec. 30-111. - Development standards for unzoned areas.

(6) *Certain uses and industrial projects.*

g. *Flea markets and yard sales.*

1. Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a 30 day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the site's primary or secondary structure during non-business hours.

(Ord. No. 33-2006/07, § 3.21, 6-7-07; Ord. No. 26-2008/09, § 2, 6-4-09; Ord. No. 04-2009/10, § 3, 9-17-09; Ord. No. 19-2011/12, § 1, 3-15-12; Ord. No. 09-2018/19, § 1, 11-15-18; Ord. No. 15-2019/20, § 1, 2-20-20)

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

ATTEST:

SIGNED:

_____
Connie Y. Haselden, Council Clerk

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
APRIL 27, 2021
PC#2021-06

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. – Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts.; and, Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts; and, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development standards for unzoned areas. (6) Certain uses and industrial projects.

APPLICANT: Florence County

STAFF RECOMMENDATION:
Approve as submitted.

Staff Analysis:
The intent of this text amendment is to update the Florence County Ordinance to more effectively regulate open flea market sales lots in Florence County.

The current ordinance, without these alterations, allows such open markets to occur anywhere, and more times than not those are not conducive locations.

The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. – Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts.; and, Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts; and, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development standards for unzoned areas. (6) Certain uses and industrial projects. shall be amended to read as follows:

Sec. 30-28. - Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts. (2)

	NAICS	R-1	R-2	R-3	R-3A	R-4	R-5	R-5A	Off-Street Parking Requirements
Residential uses									
Site built dwellings									
Single-family detached	81411	P	P	P	P	P	P	P	None
Duplex	81411	N	N	N	N	P	P	P	2.0 spaces per unit
Townhouse (section 30-91)	81411	N	N	C	C	C	C	C	2.0 spaces per unit
Patio home (section 30-92)	81411	N	N	C	C	C	C	C	2.0 spaces per unit

Triplex	81411	N	N	N	N	N (1)	P	P	2.0 spaces per unit
Quadraplex	81411	N	N	N	N	N (1)	P	P	1.5 spaces per unit
Multi-family	81411	N	N	N	N	N (1)	P	P	1.5 spaces per unit
Rooming & boarding houses	72131	N	N	N	N	N	P	P	1.0 spaces per bedroom
Bed & breakfast inns (section 30-93)	721191	N	N	C	C	C	C	C	1.0 spaces per bedroom
Manufactured dwellings (footnote)									
Residential designed (section 30-94)	81411	N	N	C	N	N	C	N	None
Standard designed (section 30-94)	81411	N	N	N	N	N	N	N	None
Mobile home (section 30-95)	81411	N	N	N	N	N	N	N	2.0 spaces per unit
Modular home	81411	P	P	P	P	P	P	P	None
Manufactured home park (section 30-96)	81411	N	N	N	N	N	C	N	2.0 spaces per unit
Accessory uses (section 30-246)									
Bathhouses, cabanas	NA	P	P	P	P	P	P	P	None
Domestic animal shelters	NA	P	P	P	P	P	P	P	None
Child day care services	6244	P	P	P	P	P	P	P	None
Satellite dishes/antennas	NA	P	P	P	P	P	P	P	None
Solar Panels (see sec. 30.114.8)	NA	C	C	C	C	C	C	C	None
Accessory apartment (section 30-97)	NA	C	C	C	C	C	C	C	None
Coin operated laundries & dry cleaners	81231	N	N	N	N	N	N	N	None
Non-commercial greenhouse	NA	P	P	P	P	P	P	P	None
Private garage & carport	NA	P	P	P	P	P	P	P	None
Storage building	NA	P	P	P	P	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	P	P	P	None
Auxiliary shed, work shop	NA	P	P	P	P	P	P	P	None
Home occupation (section 30-98)	NA	C	C	C	C	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	P	P	P	None
Signs—See article V									None
Support uses									
Recreational									
Public parks, playgrounds, & community centers	71394	P	P	P	P	P	P	P	1.0 per 250 GFA activity buildings, 1% land area to parks
Golf courses, public & private	71391	P	P	P	P	P	P	P	5.0 spaces for each hole
Swimming & tennis clubs	71394	P	P	P	P	P	P	P	1.0 space for each 200 s.f. GFA
Educational									
Elementary schools	6111	P	P	P	P	P	P	P	2.0 spaces per classroom, plus 5.0 admin. spaces
Secondary schools	6111	P	P	P	P	P	P	P	5.0 spaces per classroom, plus 10 admin. spaces
Information									

Libraries	519120	N	N	N	N	P	P	P	1.0 space per 350 s.f. GFA
Social									
Nursing & residential care facilities	623	N	N	N	N	P	P	P	0.4 per bed, plus 1.0 space per 500 s.f. GFA
Day care services	62441	N	N	N	N	P	P	P	1.0 space per 200 s.f. GFA
Religious organizations	81311	P	P	P	P	P	P	P	0.3 spaces per seat, main seating
Utilities									
Communication transmission only, except towers/antennas	5133	P	P	P	P	P	P	P	None
Communication towers & antennas (see 30-101)	51332	C	C	C	C	C	C	C	None
Electric, gas, transmission only	221121	P	P	P	P	P	P	P	None
Sewerage treatment facilities	22132	P	P	P	P	P	P	P	None
Water supply & irrigation systems	22131	P	P	P	P	P	P	P	None
Public order & safety	9221	P	P	P	P	P	P	P	1.0 space per 350 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	4.0 spaces per bay
Temporary uses									
Temporary uses (section 30-99)		C	C	C	C	C	C	C	By individual review

(1) Permitted uses in areas previously zoned (prior) to effective date of this chapter) RG-2 in Florence County.

(2) Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a seven day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the business structure during non-business hours.

(Ord. No. 33-2006/07, § 2.3, 6-7-07; Ord. No. 09-2008/09, § 1, 11-20-08; Ord. No. 10-2009/10, § 2, 11-19-09; Ord. No. 17-2011/12, § 2, 1-19-12; Ord. No. 18-2014/15, § 1, 3-19-15; Ord. No. 09-2016/17, § 1, 4-20-17)

Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts. (1)(2)

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Sector 11: Agriculture, Forestry, Fishing, and Hunting											
Agricultural production, crops	111	P	P	P	N	P	P	P	P	P	None

Agricultural production, livestock, animals 112											
Livestock, except feedlots	112111	N	N	N	N	N	N	P	P	P	None
Feedlots	112112	N	N	N	N	N	N	N	N	P	None
Poultry & eggs	1123	N	N	N	N	N	N	N	N	P	None
Animal specialties	1129	N	N	N	N	N	N	N	N	P	None
Horses & other equine	11292	N	N	N	N	N	N	P	P	P	None
General farms	11299	N	N	N	N	P	P	P	P	P	None
Fishing, hunting, trapping	1141-2	N	N	P	N	N	P	P	P	P	None
Agricultural services	115	N	N	N	N	N	N	P	P	P	None
Forestry	11531	N	N	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 21: Mining											
Mining	212	N	N	N	N	N	P	N	N	P	None
Sector 22: Utilities											
Electric 2211											
Generation	22111	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Solar Electric Power Generation (See Sec. 30-114.8)	221114	C	C	C	C	P	P	P	P	P	1.0 per 500 s.f. GFA
Transmission	22112	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Natural gas distribution	2212	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Water supply systems 22131											
Storage/treatment	22131	N	N	P	N	P	P	P	P	P	1.0 per 500 s.f. GFA
Transmission	22131	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Sewerage systems 22132											
Collection	22132	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Treatment	22132	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Steam & air conditioning supply	22133	N	N	P	N	P	P	N	N	N	1.0 per 500 s.f. GFA
Sector 23: Construction											
Building construction - general contract & operative builders	233	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Heavy construction other than building construction-contractors	234	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Special trade contractors	235	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Sector 31-33: Manufacturing											
Food	311	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Beverage & tobacco	312	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile mill products	313	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA

Textile product mills	314	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Apparel	315	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Leather & allied products	316	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Wood products	321	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Paper & allied products	322	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Petroleum products	324	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Chemical products	325	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Plastic & rubber	326	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Nonmetallic mineral products	327	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Primary metal industry	331	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Fabricated metal products	332	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Machinery	333	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Computer & electronic products	334	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Electrical equipment, appliances & components	335	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Transportation equipment	336	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Furniture & related products	337	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Misc. manufacturing indus.	339	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Sector 42: Wholesale Trade											
Wholesale trade-durable goods	421	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Recycle materials (section 30-102)	42193	N	N	N	N	N	C	N	N	N	1.0 per 5,000 s.f. GFA
Wholesale trade-nondurable goods	422	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Sector 44-45: Retail Trade											
Motor vehicle & parts	441	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive dealers	4411	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Other motor vehicle dealers	4412	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive parts	4413	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Furniture & home furnishings	442	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Electronics & appliances	443	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Building materials, garden supplies 444											
Building materials & supplies	4441	N	N	P	N	N	N	P	P	N	1.0 per 1,000 s.f. GFA
Paint & wallpaper	44412	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Hardware stores (section 30-103)	44413	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Lawn & garden equipment & supplies stores	4442	N	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA

Food stores (section30-103)	445	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Beer, wine, & liquor stores (section 30-103)	4453	N	N	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Health & personal care (Section 30-103)	446	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Gasoline stations	447	N	P	P	P	N	N	P	P	P	1.0 per 600 s.f. GFA
Truck stops	44719	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Clothing & accessory stores	448	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Sporting goods, Hobbies, Books, & Music	451	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
General merchandise, except pawn shops & flea markets (section 30-103)	452	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Miscellaneous retail	453	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Used merchandise, except pawn shops & flea markets (section 30-103)	4533	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Flea markets	4533	N	N	P	N	N	N	P	P	N	1.5 per stall
Retail not elsewhere classified except grave monuments, fireworks, sexually oriented businesses	4539	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Manufactured home dealers	45393	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Fireworks	453998	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Gravestones, monuments	453998	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Miscellaneous retail	45399	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Non-store retailers	454	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Fuel dealers	45431	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Sector 48-49: Transportation Warehousing											
Air transportation	481	N	N	P	N	P	P	N	N	N	1.0 per 250 s.f. GFA
Rail transportation	482	N	N	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Truck transportation	484	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Transit and ground passenger transportation	485	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Scenic & sightseeing transportation	487	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Support activities for transportation	488	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
U.S. Postal Service	491	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Couriers & messengers	492	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Warehousing & storage	493	N	N	P	P	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 51: Information											
Publishing Industries	511	N	P	P	P	P	P	N	N	P	1.0 per 500 s.f. GFA
Motion pictures & sound industries	512	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA

Motion picture theaters	512131	N	P	P	P	N	N	N	N	N	1.0 per 5 seats
Broadcasting & telecommunications	513	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Communication tower & ant. (section 30-101)	5131	N	C	C	C	C	C	C	C	C	None
Info, services & data processing	514	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Libraries	519120	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Sector 52: Finance & Insurance											
Banks	521	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Credit Intermediation	522	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Pawn Shops	522298	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Security & commodity contracts, financial investments	523	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Insurance carriers & related activities	524	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Funds, trust, & other financial vehicles	525	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 53: Real Estate & Rental & Leasing											
Real estate	531	P	P	P	P	P	P	P	P	N	1.0 per 350 s.f. GFA
Mini-warehouses	53113	N	N	P	P	P	P	N	N	N	1.0 per 25 storage units
Rental & leasing services	532	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Video tape rental (section 30-103)	53223	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Sector 54: Professional, Scientific, Technical Services											
Professional, Scientific, Technical Svcs.	541	N	P	P	P	P	N	P	P	N	1.0 per 300 s.f. GFA
Display advertising - Signs	54185	See article V									
Legal services	5411	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Engineering, accounting, research management & related services	5412-9	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Tax return prep, service	541213	P	P	P	P	N	N	P	P	N	1.0 per 500 s.f. GFA
Photographic studios, portraits	54192	P	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Veterinary services	54194	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 55: Management of Companies and Enterprises											
Mgmt. Of companies and enterprises	551	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 56: Administrative and Support and Waste Management and Remediation Services											
Administrative & support services	561	P	P	P	P	P	P	P	P	P	1.0 per 750 s.f. GFA
Landscape services	56173	N	P	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Refuse systems (section 30-104)	562	N	N	C	N	N	C	N	N	C	1.0 per 500 s.f. GFA
Sector 61: Educational Services											

Educational Services	611	P	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
Elementary schools	6111	P	P	P	P	N	N	P	P	P	2.0 per classroom plus 5 admin, spaces
Secondary schools	6111	P	P	P	P	N	N	P	P	P	5.0 per classroom plus 10 admin. spaces
Jr. colleges, colleges, universities, professional schools	6112-3	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Business schools, computer, & management training	6114-5	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Other schools and instruction	6116	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. Office
Education support services	6117	P	P	P	P	P	P	N	N	N	1.0 per 200 s.f. GFA
Sector 62: Health Care and Social Assistance											
Ambulatory Health Care Services	62	P	P	P	P	P	N	N	N	N	1.0 per 150 s.f. GFA
Medical & dental laboratories	6215	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Home health care services	6216	P	P	P	P	P	N	P	P	N	1.0 per 500 s.f. GFA
Hospitals	622	N	N	P	P	P	N	N	N	N	0.7 per bed
Nursing & residential care facilities	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Nursing Care facilities	623	N	N	P	N	N	N	P	P	P	1.0 per 500 s.f. GFA
Community care for elderly	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Social services	624	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Individual & family social services	6241	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Community, food & housing & emergency & relief services	6242	N	N	P	P	P	N	N	N	N	
Rehabilitation services	6243	N	N	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Day care services	6244	P	P	P	P	P	P	P	P	P	1.0 per 200 s.f. GFA
Sector 71: Arts, Entertainment, and Recreation											
Performing art companies	7111	P	P	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Spectator sports	7112	N	N	P	P	N	N	N	N	N	By individual review
Museums, historical sites, & similar institutions	712	P	P	P	P	N	N	N	N	N	1.2 per 1,000 s.f. GFA
Coin operated amusement, cash payouts more than 5 machines (section 30-107)	7132	N	N	C	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Golf courses & country clubs	71391	N	N	P	N	P	P	N	N	P	5.0 per hole
Marinas	71392	N	N	N	N	P	P	P	P	P	1.0 per slip

Public parks & playgrounds	71394	P	P	P	P	P	P	P	P	P	1% land area
Physical fitness facilities	71394	N	P	P	P	P	P	N	N	N	1.0 per 300 s.f. GFA
Bowling centers	71395	N	N	P	P	N	N	N	N	N	5.0 per lane
Coin operated amusement non-cash payouts	71399	N	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
All other amusement & recreational industries	71399	N	N	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Sector 72: Accommodation and Food Services											
Accommodations 721											
Bed and breakfast inns (section 30-93)	721191	C	N	P	P	P	N	C	C	C	1.5 per bedroom
Camps & recreational vehicle parks	721191	N	N	C	N	N	N	N	N	C	Not applicable
Rooming & boarding houses, dormitories, group housing	72121	N	N	P	N	N	N	N	N	N	1.0 per bedroom
Eating places	7221-3	N	P	P	P	P	P	P	P	N	1.0 per 150 s.f. GFA
Drinking places (section 30-110)	7224	N	N	C	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Sector 81: Other Services (except Public Administration)											
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	P	N	C		N	1.0 per 500 s.f. GFA
Car washes (multiple bays)	811192	N	N	P	N	N	N	N		N	None
Other repair (section 30-103)	8112-4	N	P	P	P	P	P	C		N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N		N	1.0 per 300 s.f. GFA
Personal & laundry services	812										
Personal care services	8121	N	P	P	P	N	N	P		N	2.5 per chair basin
Tattoo facilities (section 30-113	812199	N	N	C	N	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	P	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	N	None
Sexually oriented business (section 30-105	81299	N	N	C	N	N	N	N	N	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business organizations	813	P	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA
Sector 92: Public Administration											

Executive, legislative, & general govt.	921	P	P	P	P	P	N	N	N	N	1.0 per 350 s.f. GFA
Justice, public order & safety	922	N	N	P	P	P	P	N	N	P	1.0 per 350 s.f. GFA
Courts	92211	N	N	P	P	N	N	P	P	P	1.0 per 350 s.f. GFA
Police protection	92212	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Correctional institution	92214	N	N	P	P	N	P	N	N	P	1.0 per jail cell, plus 1.0 per 250 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	P	P	4.0 per bay
Administration of human resources	923	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Ad. of environ, quality & housing prog.	924-5	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Administration of economic programs	926	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Space research & technology	927	N	N	P	P	P	P	N	N	N	
National Security & Internal Affairs	928	N	N	P	P	P	P	N	N	N	
Residential Uses											
Site built dwellings											
Single-family detached	NA	P	P	P	N	N	N	P	P	P	None
Duplex	NA	N	N	N	N	N	N	P	N	N	2.0 spaces per unit
Multi-family, apts. (section 30-109)	NA	N	N	P	C	P	N	N	N	N	1.5 spaces per unit
Rooming & boarding houses	72131	N	P	P	P	N	N	N	N	N	1.0 spaces per bedroom
Manufactured dwellings											
Residential designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Standard designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Mobile homes (section 30-95)	NA	N	N	N	N	N	N	N	N	N	2.0 spaces per unit
Modular homes	NA	P	P	P	N	N	N	P	N	P	2.0 spaces per unit
Accessory Uses to Residential Uses											
Bathhouses & cabanas	NA	P	P	P	N	NA	NA	P	P	P	None
Domestic animal shelters	NA	P	P	P	N	NA	NA	P	P	P	None
Non-commercial greenhouses	NA	P	P	P	P	NA	NA	P	P	P	None
Private garage & carport	NA	P	P	P	P	NA	NA	P	P	P	None
Storage building	NA	P	P	P	P	NA	NA	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	NA	NA	P	P	P	None
Auxiliary shed, workshop	NA	P	P	P	N	NA	NA	P	P	P	None
Home occupation (section 30-98)	NA	P	P	P	P	NA	NA	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	NA	NA	P	P	P	None
Family day care home	NA	P	P	P	P	NA	NA	P	P	P	None
Satellite dishes, etc.	NA	P	P	P	P	NA	NA	P	P	P	None

Buildings, structures	NA	P	P	P	P	P	P	P	P	P	None
Open storage (section 30-108)	NA	N	N	C	N	C	C	C	C	N	None
Temporary Uses											
All temporary uses (section 30-99)	NA	C	C	C	C	C	C	C	C	C	None

Notes:

(1) Off street parking is not required in the B-4 district.

(2) Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a seven day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the business structure during non-business hours.

(Ord. No. 33-2006/07, § 2.4, 6-7-07; Ord. No. 04-2007/08, § 1, 9-13-07; Ord. No. 09-2008/09, § 1, 11-20-08; Ord. No. 29-2008/09, § 1, 6-4-09; Ord. No. 04-2009/10, § 2, 9-17-09; Ord. No. 13-2015/16, § 2, 11-19-15; Ord. No. 22-2015/16, § 1, 2-18-16; Ord. No. 09-2016/17, § 1, 4-20-17; Ord. No. 16-2016/17, § 1, 6-15-17; Ord. No. 12-2018/19, § 1, 12-13-18)

Sec. 30-111. - Development standards for unzoned areas.

(6) *Certain uses and industrial projects.*

g. *Flea markets and yard sales.*

1. Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a seven day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the business structure during non-business hours.

(Ord. No. 33-2006/07, § 3.21, 6-7-07; Ord. No. 26-2008/09, § 2, 6-4-09; Ord. No. 04-2009/10, § 3, 9-17-09; Ord. No. 19-2011/12, § 1, 3-15-12; Ord. No. 09-2018/19, § 1, 11-15-18; Ord. No. 15-2019/20, § 1, 2-20-20)

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
APRIL 27, 2021
PC#2021-06

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. – Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts.; and, Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts; and, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development standards for unzoned areas. (6) Certain uses and industrial projects.

APPLICANT: Florence County

STAFF RECOMMENDATION:
Approve as submitted.

Staff Analysis:
The intent of this text amendment is to update the Florence County Ordinance to more effectively regulate open flea market sales lots in Florence County.

The current ordinance, without these alterations, allows such open markets to occur anywhere, and more times than not those are not conducive locations.

The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. – ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. – Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts.; and, Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts; and, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development standards for unzoned areas. (6) Certain uses and industrial projects. shall be amended to read as follows:

Sec. 30-28. - Table I: Schedule of permitted and conditional uses and off-street parking requirements for residential districts. [(2)]

	NAICS	R-1	R-2	R-3	R-3A	R-4	R-5	R-5A	Off-Street Parking Requirements
Residential uses									
Site built dwellings									
Single-family detached	81411	P	P	P	P	P	P	P	None
Duplex	81411	N	N	N	N	P	P	P	2.0 spaces per unit
Townhouse (section 30-91)	81411	N	N	C	C	C	C	C	2.0 spaces per unit
Patio home (section 30-92)	81411	N	N	C	C	C	C	C	2.0 spaces per unit

Triplex	81411	N	N	N	N	N (1)	P	P	2.0 spaces per unit
Quadraplex	81411	N	N	N	N	N (1)	P	P	1.5 spaces per unit
Multi-family	81411	N	N	N	N	N (1)	P	P	1.5 spaces per unit
Rooming & boarding houses	72131	N	N	N	N	N	P	P	1.0 spaces per bedroom
Bed & breakfast inns (section 30-93)	721191	N	N	C	C	C	C	C	1.0 spaces per bedroom
Manufactured dwellings (footnote)									
Residential designed (section 30-94)	81411	N	N	C	N	N	C	N	None
Standard designed (section 30-94)	81411	N	N	N	N	N	N	N	None
Mobile home (section 30-95)	81411	N	N	N	N	N	N	N	2.0 spaces per unit
Modular home	81411	P	P	P	P	P	P	P	None
Manufactured home park (section 30-96)	81411	N	N	N	N	N	C	N	2.0 spaces per unit
Accessory uses (section 30-246)									
Bathhouses, cabanas	NA	P	P	P	P	P	P	P	None
Domestic animal shelters	NA	P	P	P	P	P	P	P	None
Child day care services	6244	P	P	P	P	P	P	P	None
Satellite dishes/antennas	NA	P	P	P	P	P	P	P	None
Solar Panels (see sec. 30.114.8)	NA	C	C	C	C	C	C	C	None
Accessory apartment (section 30-97)	NA	C	C	C	C	C	C	C	None
Coin operated laundries & dry cleaners	81231	N	N	N	N	N	N	N	None
Non-commercial greenhouse	NA	P	P	P	P	P	P	P	None
Private garage & carport	NA	P	P	P	P	P	P	P	None
Storage building	NA	P	P	P	P	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	P	P	P	None
Auxiliary shed, work shop	NA	P	P	P	P	P	P	P	None
Home occupation (section 30-98)	NA	C	C	C	C	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	P	P	P	None
Signs—See article V									None
Support uses									
Recreational									
Public parks, playgrounds, & community centers	71394	P	P	P	P	P	P	P	1.0 per 250 GFA activity buildings, 1% land area to parks
Golf courses, public & private	71391	P	P	P	P	P	P	P	5.0 spaces for each hole
Swimming & tennis clubs	71394	P	P	P	P	P	P	P	1.0 space for each 200 s.f. GFA
Educational									
Elementary schools	6111	P	P	P	P	P	P	P	2.0 spaces per classroom, plus 5.0 admin. spaces
Secondary schools	6111	P	P	P	P	P	P	P	5.0 spaces per classroom, plus 10 admin. spaces
Information									

Libraries	519120	N	N	N	N	P	P	P	1.0 space per 350 s.f. GFA
Social									
Nursing & residential care facilities	623	N	N	N	N	P	P	P	0.4 per bed, plus 1.0 space per 500 s.f. GFA
Day care services	62441	N	N	N	N	P	P	P	1.0 space per 200 s.f. GFA
Religious organizations	81311	P	P	P	P	P	P	P	0.3 spaces per seat, main seating
Utilities									
Communication transmission only, except towers/antennas	5133	P	P	P	P	P	P	P	None
Communication towers & antennas (see 30-101)	51332	C	C	C	C	C	C	C	None
Electric, gas, transmission only	221121	P	P	P	P	P	P	P	None
Sewerage treatment facilities	22132	P	P	P	P	P	P	P	None
Water supply & irrigation systems	22131	P	P	P	P	P	P	P	None
Public order & safety	9221	P	P	P	P	P	P	P	1.0 space per 350 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	4.0 spaces per bay
Temporary uses									
Temporary uses (section 30-99)		C	C	C	C	C	C	C	By individual review

(1) Permitted uses in areas previously zoned (prior) to effective date of this chapter) RG-2 in Florence County.

(2) Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a seven day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the business structure during non-business hours.

(Ord. No. 33-2006/07, § 2.3, 6-7-07; Ord. No. 09-2008/09, § 1, 11-20-08; Ord. No. 10-2009/10, § 2, 11-19-09; Ord. No. 17-2011/12, § 2, 1-19-12; Ord. No. 18-2014/15, § 1, 3-19-15; Ord. No. 09-2016/17, § 1, 4-20-17)

Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts. [(1)(2)]

	NAICS	B-1	B-2	B-3	B-4	B-5	B-6	RU-1	RU-1A	RU-2	Off-Street Parking Requirements
Sector 11: Agriculture, Forestry, Fishing, and Hunting											
Agricultural production, crops	111	P	P	P	N	P	P	P	P	P	None

Agricultural production, livestock, animals 112											
Livestock, except feedlots	112111	N	N	N	N	N	N	P	P	P	None
Feedlots	112112	N	N	N	N	N	N	N	N	P	None
Poultry & eggs	1123	N	N	N	N	N	N	N	N	P	None
Animal specialties	1129	N	N	N	N	N	N	N	N	P	None
Horses & other equine	11292	N	N	N	N	N	N	P	P	P	None
General farms	11299	N	N	N	N	P	P	P	P	P	None
Fishing, hunting, trapping	1141-2	N	N	P	N	N	P	P	P	P	None
Agricultural services	115	N	N	N	N	N	N	P	P	P	None
Forestry	11531	N	N	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 21: Mining											
Mining	212	N	N	N	N	N	P	N	N	P	None
Sector 22: Utilities											
Electric 2211											
Generation	22111	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Solar Electric Power Generation (See Sec. 30-114.8)	221114	C	C	C	C	P	P	P	P	P	1.0 per 500 s.f. GFA
Transmission	22112	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Natural gas distribution	2212	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Water supply systems 22131											
Storage/treatment	22131	N	N	P	N	P	P	P	P	P	1.0 per 500 s.f. GFA
Transmission	22131	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Sewerage systems 22132											
Collection	22132	P	P	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Treatment	22132	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Steam & air conditioning supply	22133	N	N	P	N	P	P	N	N	N	1.0 per 500 s.f. GFA
Sector 23: Construction											
Building construction - general contract & operative builders	233	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Heavy construction other than building construction-contractors	234	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Special trade contractors	235	N	N	P	N	N	P	N	N	N	1.0 per 1,000 s.f. GFA
Sector 31-33: Manufacturing											
Food	311	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Beverage & tobacco	312	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Textile mill products	313	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA

Textile product mills	314	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Apparel	315	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Leather & allied products	316	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Wood products	321	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Paper & allied products	322	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Petroleum products	324	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Chemical products	325	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Plastic & rubber	326	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Nonmetallic mineral products	327	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Primary metal industry	331	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Fabricated metal products	332	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Machinery	333	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Computer & electronic products	334	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Electrical equipment, appliances & components	335	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Transportation equipment	336	N	N	N	N	N	P	N	N	P	1.0 per 500 s.f. GFA
Furniture & related products	337	N	N	P	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Misc. manufacturing indus.	339	N	N	N	N	P	P	N	N	P	1.0 per 500 s.f. GFA
Sector 42: Wholesale Trade											
Wholesale trade-durable goods	421	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Recycle materials (section 30-102)	42193	N	N	N	N	N	C	N	N	N	1.0 per 5,000 s.f. GFA
Wholesale trade-nondurable goods	422	N	N	P	P	P	P	N	N	P	1.0 per 5,000 s.f. GFA
Sector 44-45: Retail Trade											
Motor vehicle & parts	441	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive dealers	4411	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Other motor vehicle dealers	4412	N	N	P	P	N	N	N	N	N	1.0 per 600 s.f. GFA
Automotive parts	4413	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Furniture & home furnishings	442	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Electronics & appliances	443	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Building materials, garden supplies 444											
Building materials & supplies	4441	N	N	P	N	N	N	P	P	N	1.0 per 1,000 s.f. GFA
Paint & wallpaper	44412	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Hardware stores (section 30-103)	44413	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Lawn & garden equipment & supplies stores	4442	N	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA

Food stores (section30-103)	445	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Beer, wine, & liquor stores (section 30-103)	4453	N	N	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Health & personal care (Section 30-103)	446	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Gasoline stations	447	N	P	P	P	N	N	P	P	P	1.0 per 600 s.f. GFA
Truck stops	44719	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Clothing & accessory stores	448	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Sporting goods, Hobbies, Books, & Music	451	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
General merchandise, except pawn shops & flea markets (section 30-103)	452	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Miscellaneous retail	453	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Used merchandise, except pawn shops & flea markets (section 30-103)	4533	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Flea markets	4533	N	N	P	N	N	N	P	P	N	1.5 per stall
Retail not elsewhere classified except grave monuments, fireworks, sexually oriented businesses	4539	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Manufactured home dealers	45393	N	N	P	N	N	N	N	N	N	1.0 per 600 s.f. GFA
Fireworks	453998	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Gravestones, monuments	453998	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Miscellaneous retail	45399	N	N	P	N	N	N	N	N	N	1.0 per 350 s.f. GFA
Non-store retailers	454	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Fuel dealers	45431	N	N	P	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Sector 48-49: Transportation Warehousing											
Air transportation	481	N	N	P	N	P	P	N	N	N	1.0 per 250 s.f. GFA
Rail transportation	482	N	N	P	P	P	P	P	P	P	1.0 per 500 s.f. GFA
Truck transportation	484	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Transit and ground passenger transportation	485	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Scenic & sightseeing transportation	487	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Support activities for transportation	488	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
U.S. Postal Service	491	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Couriers & messengers	492	P	P	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Warehousing & storage	493	N	N	P	P	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 51: Information											
Publishing Industries	511	N	P	P	P	P	P	N	N	P	1.0 per 500 s.f. GFA
Motion pictures & sound industries	512	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA

Motion picture theaters	512131	N	P	P	P	N	N	N	N	N	1.0 per 5 seats
Broadcasting & telecommunications	513	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Communication tower & ant. (section 30-101)	5131	N	C	C	C	C	C	C	C	C	None
Info, services & data processing	514	N	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Libraries	519120	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Sector 52: Finance & Insurance											
Banks	521	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Credit Intermediation	522	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Pawn Shops	522298	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Security & commodity contracts, financial investments	523	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Insurance carriers & related activities	524	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Funds, trust, & other financial vehicles	525	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 53: Real Estate & Rental & Leasing											
Real estate	531	P	P	P	P	P	P	P	P	N	1.0 per 350 s.f. GFA
Mini-warehouses	53113	N	N	P	P	P	P	N	N	N	1.0 per 25 storage units
Rental & leasing services	532	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Video tape rental (section 30-103)	53223	N	P	P	P	N	N	C	C	N	1.0 per 350 s.f. GFA
Sector 54: Professional, Scientific, Technical Services											
Professional, Scientific, Technical Svcs.	541	N	P	P	P	P	N	P	P	N	1.0 per 300 s.f. GFA
Display advertising - Signs	54185	See article V									
Legal services	5411	P	P	P	P	P	N	P	P	N	1.0 per 350 s.f. GFA
Engineering, accounting, research management & related services	5412-9	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Tax return prep, service	541213	P	P	P	P	N	N	P	P	N	1.0 per 500 s.f. GFA
Photographic studios, portraits	54192	P	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Veterinary services	54194	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Sector 55: Management of Companies and Enterprises											
Mgmt. Of companies and enterprises	551	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Sector 56: Administrative and Support and Waste Management and Remediation Services											
Administrative & support services	561	P	P	P	P	P	P	P	P	P	1.0 per 750 s.f. GFA
Landscape services	56173	N	P	P	N	P	P	P	P	P	1.0 per 1,000 s.f. GFA
Refuse systems (section 30-104)	562	N	N	C	N	N	C	N	N	C	1.0 per 500 s.f. GFA
Sector 61: Educational Services											

Educational Services	611	P	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
Elementary schools	6111	P	P	P	P	N	N	P	P	P	2.0 per classroom plus 5 admin, spaces
Secondary schools	6111	P	P	P	P	N	N	P	P	P	5.0 per classroom plus 10 admin. spaces
Jr. colleges, colleges, universities, professional schools	6112-3	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Business schools, computer, & management training	6114-5	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. office
Other schools and instruction	6116	P	P	P	P	P	P	N	N	N	5.0 per classroom plus 2 per admin. Office
Education support services	6117	P	P	P	P	P	P	N	N	N	1.0 per 200 s.f. GFA
Sector 62: Health Care and Social Assistance											
Ambulatory Health Care Services	62	P	P	P	P	P	N	N	N	N	1.0 per 150 s.f. GFA
Medical & dental laboratories	6215	N	N	P	P	P	P	N	N	N	1.0 per 500 s.f. GFA
Home health care services	6216	P	P	P	P	P	N	P	P	N	1.0 per 500 s.f. GFA
Hospitals	622	N	N	P	P	P	N	N	N	N	0.7 per bed
Nursing & residential care facilities	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Nursing Care facilities	623	N	N	P	N	N	N	P	P	P	1.0 per 500 s.f. GFA
Community care for elderly	623	P	P	P	P	P	N	P	P	P	0.4 per bed
Social services	624	N	N	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Individual & family social services	6241	N	P	P	P	N	N	N	N	N	1.0 per 350 s.f. GFA
Community, food & housing & emergency & relief services	6242	N	N	P	P	P	N	N	N	N	
Rehabilitation services	6243	N	N	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Day care services	6244	P	P	P	P	P	P	P	P	P	1.0 per 200 s.f. GFA
Sector 71: Arts, Entertainment, and Recreation											
Performing art companies	7111	P	P	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Spectator sports	7112	N	N	P	P	N	N	N	N	N	By individual review
Museums, historical sites, & similar institutions	712	P	P	P	P	N	N	N	N	N	1.2 per 1,000 s.f. GFA
Coin operated amusement, cash payouts more than 5 machines (section 30-107)	7132	N	N	C	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Golf courses & country clubs	71391	N	N	P	N	P	P	N	N	P	5.0 per hole
Marinas	71392	N	N	N	N	P	P	P	P	P	1.0 per slip

Public parks & playgrounds	71394	P	P	P	P	P	P	P	P	P	1% land area
Physical fitness facilities	71394	N	P	P	P	P	P	N	N	N	1.0 per 300 s.f. GFA
Bowling centers	71395	N	N	P	P	N	N	N	N	N	5.0 per lane
Coin operated amusement non-cash payouts	71399	N	P	P	P	N	N	N	N	N	1.0 per 200 s.f. GFA
All other amusement & recreational industries	71399	N	N	P	N	N	N	N	N	N	1.0 per 200 s.f. GFA
Sector 72: Accommodation and Food Services											
Accommodations 721											
Bed and breakfast inns (section 30-93)	721191	C	N	P	P	P	N	C	C	C	1.5 per bedroom
Camps & recreational vehicle parks	721191	N	N	C	N	N	N	N	N	C	Not applicable
Rooming & boarding houses, dormitories, group housing	72121	N	N	P	N	N	N	N	N	N	1.0 per bedroom
Eating places	7221-3	N	P	P	P	P	P	P	P	N	1.0 per 150 s.f. GFA
Drinking places (section 30-110)	7224	N	N	C	C	N	N	N	N	N	1.0 per 150 s.f. GFA
Sector 81: Other Services (except Public Administration)											
Auto repair & maintenance (section 30-103)	8111	N	N	P	P	P	N	C		N	1.0 per 500 s.f. GFA
Car washes (multiple bays)	811192	N	N	P	N	N	N	N		N	None
Other repair (section 30-103)	8112-4	N	P	P	P	P	P	C		N	1.0 per 350 s.f. GFA
Shoe repair, shoe shine shops	81143	N	P	P	P	N	N	N		N	1.0 per 300 s.f. GFA
Personal & laundry services	812										
Personal care services	8121	N	P	P	P	N	N	P		N	2.5 per chair basin
Tattoo facilities (section 30-113	812199	N	N	C	N	N	N	N	N	N	1.0 per 150 s.f. GFA
Funeral homes & services	81221	P	P	P	P	N	N	N	N	N	5.0 plus 1.0 per 2 seats main assembly
Cemeteries	81221	N	N	P	N	N	N	P	P	P	None
Crematories	81222	N	N	N	N	N	P	N	N	N	1.0 per 500 s.f. GFA
Laundry & dry cleaning services	8123	N	N	P	P	N	P	N	N	N	1.0 per 500 s.f. GFA
Coin operated laundries/dry cleaning	81231	N	P	P	P	N	N	P	N	P	1.0 per 250 s.f. GFA
Pet care	81291	N	N	P	N	N	P	P	P	P	1.0 per 1,000 s.f. GFA
Automotive parking lots & garages	81293	N	P	P	P	P	P	N	N	N	None
Sexually oriented business (section 30-105	81299	N	N	C	N	N	N	N	N	N	1.0 per 350 s.f. GFA
All other personal services	81299	N	P	P	P	N	N	N	N	N	1.0 per 300 s.f. GFA
Religious, fraternal, professional, political, civic, business organizations	813	P	P	P	P	P	P	P	P	P	1.0 per 250 s.f. GFA
Sector 92: Public Administration											

Executive, legislative, & general govt.	921	P	P	P	P	P	N	N	N	N	1.0 per 350 s.f. GFA
Justice, public order & safety	922	N	N	P	P	P	P	N	N	P	1.0 per 350 s.f. GFA
Courts	92211	N	N	P	P	N	N	P	P	P	1.0 per 350 s.f. GFA
Police protection	92212	P	P	P	P	P	P	P	P	P	1.0 per 350 s.f. GFA
Correctional institution	92214	N	N	P	P	N	P	N	N	P	1.0 per jail cell, plus 1.0 per 250 s.f. GFA
Fire protection	92216	P	P	P	P	P	P	P	P	P	4.0 per bay
Administration of human resources	923	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Ad. of environ, quality & housing prog.	924-5	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Administration of economic programs	926	P	P	P	P	P	P	N	N	N	1.0 per 350 s.f. GFA
Space research & technology	927	N	N	P	P	P	P	N	N	N	
National Security & Internal Affairs	928	N	N	P	P	P	P	N	N	N	
Residential Uses											
Site built dwellings											
Single-family detached	NA	P	P	P	N	N	N	P	P	P	None
Duplex	NA	N	N	N	N	N	N	P	N	N	2.0 spaces per unit
Multi-family, apts. (section 30-109)	NA	N	N	P	C	P	N	N	N	N	1.5 spaces per unit
Rooming & boarding houses	72131	N	P	P	P	N	N	N	N	N	1.0 spaces per bedroom
Manufactured dwellings											
Residential designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Standard designed (section 30-94)	NA	N	N	N	N	N	N	C	N	C	2.0 spaces per unit
Mobile homes (section 30-95)	NA	N	N	N	N	N	N	N	N	N	2.0 spaces per unit
Modular homes	NA	P	P	P	N	N	N	P	N	P	2.0 spaces per unit
Accessory Uses to Residential Uses											
Bathhouses & cabanas	NA	P	P	P	N	NA	NA	P	P	P	None
Domestic animal shelters	NA	P	P	P	N	NA	NA	P	P	P	None
Non-commercial greenhouses	NA	P	P	P	P	NA	NA	P	P	P	None
Private garage & carport	NA	P	P	P	P	NA	NA	P	P	P	None
Storage building	NA	P	P	P	P	NA	NA	P	P	P	None
Swimming pool, tennis courts	NA	P	P	P	P	NA	NA	P	P	P	None
Auxiliary shed, workshop	NA	P	P	P	N	NA	NA	P	P	P	None
Home occupation (section 30-98)	NA	P	P	P	P	NA	NA	C	C	C	None
Horticulture, gardening	NA	P	P	P	P	NA	NA	P	P	P	None
Family day care home	NA	P	P	P	P	NA	NA	P	P	P	None
Satellite dishes, etc.	NA	P	P	P	P	NA	NA	P	P	P	None

Buildings, structures	NA	P	P	P	P	P	P	P	P	P	None
Open storage (section 30-108)	NA	N	N	C	N	C	C	C	C	N	None
Temporary Uses											
All temporary uses (section 30-99)	NA	C	C	C	C	C	C	C	C	C	None

Notes:

(1) Off street parking is not required in the B-4 district.

(2) Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a seven day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the business structure during non-business hours.

(Ord. No. 33-2006/07, § 2.4, 6-7-07; Ord. No. 04-2007/08, § 1, 9-13-07; Ord. No. 09-2008/09, § 1, 11-20-08; Ord. No. 29-2008/09, § 1, 6-4-09; Ord. No. 04-2009/10, § 2, 9-17-09; Ord. No. 13-2015/16, § 2, 11-19-15; Ord. No. 22-2015/16, § 1, 2-18-16; Ord. No. 09-2016/17, § 1, 4-20-17; Ord. No. 16-2016/17, § 1, 6-15-17; Ord. No. 12-2018/19, § 1, 12-13-18)

Sec. 30-111. - Development standards for unzoned areas.

(6) *Certain uses and industrial projects.*

g. *Flea markets and yard sales.*

1. Any new use which includes outside sales of new or used household goods and other material goods and products which are akin to yard sales and flea markets for more than any two consecutive days within a seven day period must obtain a certificate of zoning compliance. The Board of Zoning Appeals shall hear and deliberate such requests. The goods and products of such uses, whether permitted or allowed, must not be stored outside of the business structure during non-business hours.

(Ord. No. 33-2006/07, § 3.21, 6-7-07; Ord. No. 26-2008/09, § 2, 6-4-09; Ord. No. 04-2009/10, § 3, 9-17-09; Ord. No. 19-2011/12, § 1, 3-15-12; Ord. No. 09-2018/19, § 1, 11-15-18; Ord. No. 15-2019/20, § 1, 2-20-20)

Florence County Planning Commission Action - April 27, 2021:

Six Planning Commission members voted 6 to 0 to approve the proposed text amendment with modifications to the language changing the seven (7) day period to thirty (30) days and the business structure language to site's primary or secondary structure.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE II. - ZONING DISTRICT REGULATIONS, DIVISION 1. - GENERALLY, Sec. 30-28. - Table I: Schedule of permitted and conditional uses and off -street parking requirements for residential districts.; and, Sec. 30-29. - Table II: Schedule of permitted and conditional uses and off-street parking requirements for business & rural districts; and, ARTICLE III. - CONDITIONAL USE REGULATIONS, Sec. 30-111. - Development standards for unzoned areas. (6) Certain uses and industrial projects.

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Ordinance No. 31-2020/21 – 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 Florence County, South Carolina And QVC, Inc. Providing For A Payment Of A Fee In Lieu Of Taxes; Certain Special Source Revenue Credits; And Other Matters Related Thereto.)

OPTIONS:

1. ***(Recommended)*** Approve Third Reading of Ordinance No. 31-2020/21.
2. Provide an alternate directive.

ATTACHMENTS:

A copy of proposed Ordinance No. 31-2020/21.

Sponsor(s)	: Economic Development
Introduction	: May 20, 2021
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Second Reading	: June 17, 2021
Public Hearing	: July 15, 2021
Third Reading	: July 15, 2021
Effective Date	: Immediately

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

ORDINANCE NO. 31-2020/21

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 FLORENCE COUNTY, SOUTH CAROLINA AND QVC, INC. PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES; CERTAIN 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 (the "**FILOT Act**"), Title 4, Chapter 1 (the "**Multi-County Park Act**"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payments in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the "**State**") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

2. Pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on May 20, 2021 inducement resolution 21-2020/21 (the "Inducement Resolution") with respect to certain proposed investments by QVC, Inc. (the "**Company**") (which was known to the County at the time as "Project Hydrangea"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute the expansion of a facility in the County for distribution (collectively, the "**Project**"); and

3. The Company has represented that the Project will involve an investment of approximately $27,500,000, but not less than $2,500,000, in the County, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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4. The County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

5. Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

6. Pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a FILOT Agreement with the Company (the "**Fee Agreement**"), whereby the County would provide therein for a payment of a fee- in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

7. The County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

8. It appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" and "economic development property" as said terms are referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

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

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

(e) The benefits of the Project are greater than the costs.

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Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute the Fee Agreement in the name of and on behalf of the County. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes as are not materially adverse to the County as shall be approved by the County Administrator, in the name of and on behalf of the County; the Clerk to County Council is hereby authorized and directed to attest the same; and the County Administrator is thereupon to cause the Fee Agreement to be delivered to the Company.

Section 3. The Chairman of County Council, for and on behalf of the County, upon advice of legal counsel, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

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ATTEST:

_____
Connie Y. Haselden, Council Clerk

SIGNED:

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

QVC, INC.

AND

FLORENCE COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JULY 15, 2021

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Exhibit B – Form of Joinder Agreement
Exhibit C – Description of Infrastructure Credit
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FEE-IN-LIEU OF *AD VALOREM* TAXES AND

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT ("***Fee Agreement***") is entered into, effective, as of July 15, 2021, between Florence County, South Carolina ("***County***"), a body politic and corporate and a political subdivision of the State of South Carolina ("***State***"), acting through the Florence County Council ("***County Council***") as the governing body of the County, and QVC, Inc., a corporation organized and existing under the laws of the State of Delaware ("***Sponsor***").

WITNESSETH:

(a) Title 12, Chapter 44, ("***Act***") of the Code of Laws of South Carolina, 1976, as amended ("***Code***"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("***FILOT***") with respect to Economic Development Property, as defined below;

(b) Sections 4-1-170, 4-1-175, 4-29-68 and 12-44-70 of the Code authorize the County to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to FILOT payments; and (iii) grant an annual tax credit against such FILOT payments in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

(c) The Sponsor has committed to expand the capacity of its distribution facility ("***Facility***") in the County, consisting of investment in real and personal property of not less than $27,500,000.00 and the creation of 360 new, full-time jobs;

(d) By an ordinance enacted on July 15, 2021, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand the capacity of its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. *Terms.* The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

From time to time herein, reference is made to the term taxes or ad valorem taxes. All or portions of the Project are or will be located in a Multicounty Park and, as such, are or will be exempt from ad valorem taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the

S.C. Constitution and the MCIP Act (as defined herein). With respect to facilities located in a Multicounty Park, references to taxes or ad valorem taxes means the fees-in-lieu of ad valorem taxes provided for in the MCIP Act.

"***Act***" means Title 12, Chapter 44 of the Code, as the Act may be amended from time to time and all future acts successor or supplemental thereto.

"***Act Minimum Investment Requirement***" means an investment of at least $2,500,000 in the Project by the Sponsor or a Sponsor Affiliate within five years of the Commencement Date, or a combined total investment of at least $5,000,000 in the Project by the Sponsor and one or more Sponsor Affiliates, regardless of the amount invested by each such party, within five years of the Commencement Date.

"***Administration Expenses***" shall have the meaning assigned to it in Section 8.7 hereof.

"***Code***" means the Code of Laws of South Carolina, 1976, as the same may be amended from time to time.

"***Commencement Date***" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

"***Contract Minimum Investment Requirement***" means an investment in real and personal property at the Project of not less than $27,500,000 within the Investment Period.

"***Contract Minimum Jobs Requirement***" means not less than 360 full-time or full-time equivalent jobs created by the Sponsor in the County in connection with the Project.

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

"***County Council***" means the Florence County Council, the governing body of the County.

"***Credit Term***" means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

"***Department***" means the South Carolina Department of Revenue.

"***Diminution in Value***" means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

"***Economic Development Property***" means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filings may be amended from time to time).

"***Equipment***" means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

"***Event of Default***" means any event of default specified in Section 7.1 of this Fee Agreement.

"***Fee Agreement***" means this Fee Agreement.

"***Fee Term***" means the period from the effective date of this Fee Agreement until the Final Termination Date.

"***FILOT Ordinance***" means Ordinance No. 31-2020/21, dated July 15, 2021 adopted by the County Council.

"***FILOT Payments***" means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1 and before taking into account any Infrastructure Credit. For the avoidance of doubt, should any part or all of the Project not be eligible as Economic Development Property, the FILOT Payment shall also mean, in such case, the payments in lieu of taxes made as a result of the Project being located in a Multicounty Park.

"***Final Phase***" means the Economic Development Property placed in service during the last year of the Investment Period.

"***Final Termination Date***" means the date on which the last FILOT Payment or Net FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2055 (note: this assumes first Phase is placed in service in 2021 and Final Phase is placed in service in 2026), the Final Termination Date is expected to be January 15, 2057, which is the due date of the last FILOT Payment or Net FILOT Payment with respect to the Final Phase.

"***Improvements***" means all improvements to the Real Property, including buildings, building additions and improvements, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

"***Infrastructure***" means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

"***Infrastructure Credit***" means the special source revenue credit provided to the Sponsor pursuant to Section 12-44-70 of the Act and Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of the costs of the Infrastructure.

"***Investment Period***" means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended (or unless the Commencement Date is later than December 31, 2021), is expected to end on December 31, 2026.

"***MCIP Act***" means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

"***Multicounty Park***" means the multicounty industrial or business park governed by the Agreement for the Development of a Joint Industrial and Business Park, dated as of February 6, 2006, between the County and Williamsburg County, South Carolina.

"***Net FILOT Payment***" means the FILOT Payment net of the Infrastructure Credit.

"***Phase***" means the Economic Development Property placed in service during a particular year of the Investment Period.

"***Phase Exemption Period***" means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

"***Phase Termination Date***" means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

"***Project***" means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

"***Real Property***" means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement, and shall also include such land located in the County which shall be noted on schedules or supplements to Exhibit A, as may be provided by the Sponsor, provided that any requirement that the Sponsor provide such schedules or supplements with respect to future land may be satisfied by the Sponsor's filing with the Department of Form PT-300 with Schedule S and Z attached listing such additional land, or such comparable form or schedule as the Department may provide in connection with projects subject to the Act.

"***Removed Components***" means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

"***Replacement Property***" means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

"***Sponsor***" means QVC, Inc. and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

"***Sponsor Affiliate***" means an entity that participates in the investment or job creation at the Project and, following receipt of any required County approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

"***State***" means the State of South Carolina.

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

The term "investment" or "invest" as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, in cash or in kind, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. ***Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's 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 are greater than the costs.

(c) The County identified the Project, as a "project" on May 20, 2021 by adopting inducement resolution No. 22-2020/21, as defined in the Act.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate and maintain the Project in the Multicounty Park.

Section 2.2. ***Representations and Warranties of the Sponsor***. The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the State of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a distribution facility, and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT Payments and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

ARTICLE III
THE PROJECT

Section 3.1. ***The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project.

Section 3.2 ***Leased Property*****.** To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

Section 3.3. ***Filings and Reports.***

(a) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, the Sponsor shall remit to the County copies of such records related to the calculation of the FILOT Payments and the Net FILOT Payments due hereunder as the County would normally be entitled to in case the Project was subject to ad valorem taxation.

ARTICLE IV
FILOT PAYMENTS

Section 4.1. ***FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

(i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Periodby using the original income tax basis for South Carolina income tax purposes without regard to depreciation as provided by the Act), multiplied by

(ii) An assessment ratio of six percent (6%), multiplied by

(iii) A fixed millage rate equal to the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2021, which the parties believe to be 361.1 mills.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate, in accordance with and subject to the terms of Section 10.8, the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement.

Section 4.2. ***FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. ***Removal of Components of the Project***. The Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise permanently removed from the Project with the intent that it no longer be used for the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

In the event the Sponsor shall, in accordance with this Section, dispose of any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a) hereof, then, in accordance with Section 12-44-50(B)(2) of the Act, there shall be computed the amount of payments which would have been made with respect to such property as of the disposal date under Section 4.1(a) without the use of the net present value payment method, and to the extent that the amount which would have been so paid exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such property the Sponsor or any Sponsor Affiliate, as applicable, shall pay the difference (with interest as required under Section 12-44-50(B)(2) of the Act) with the next Net FILOT Payment or Net FILOT Payment to be made to the County pursuant to Section 4.1(a) after such property is disposed of.

Section 4.4. ***Damage or Destruction of Economic Development Property***.

(a) *Election to Terminate*. If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property

subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace*. If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove*. If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking*. If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate all or part of this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value*. If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement. For the avoidance of doubt, the Infrastructure Credit shall remain applicable to such adjusted FILOT Payment.

Section 4.7. *Payment of* Ad Valorem *Taxes*. If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law, pursuant to this Fee Agreement, the Act, or otherwise, then the calculation of any *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions and exemptions that would have applied to the Economic Development Property as if it were not Economic Development Property; and (ii) include a credit for FILOT Payments or Net FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. *Place of FILOT Payments.* All FILOT Payments or Net FILOT Payments shall be made directly to the County in accordance with applicable law.

ARTICLE V
ADDITIONAL INCENTIVES

Section 5.1. ***Infrastructure Credits.*** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("Credit Term"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit C. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

ARTICLE VI
CLAW BACK

Section 6.1. ***Claw Back.*** If the Sponsor together with any Sponsor Affiliate fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor and any Sponsor Affiliate is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor and any Sponsor Affiliate to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor and any Sponsor Affiliate to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit D survives termination of this Fee Agreement and is the exclusive remedy for the failure to perform the obligations described on Exhibit D.

ARTICLE VII
DEFAULT

Section 7.1. ***Events of Default.*** Subject in all events to Section 10.9 hereof, the following are "Events of Default" under this Fee Agreement:

(a) Failure by the Sponsor to make FILOT Payments or Net FILOT Payments due under this Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payments and requesting that it be remedied;

(b) (i) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or (ii) a failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above, or addressed under Section 6.1 hereof for which failure an exclusive remedy has been provided in Exhibit D), which failure under (i) or (ii) has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(c) A representation or warranty made by the County which is materially incorrect when made or deemed made; or

(d) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has

instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 7.2. ***Remedies on Default.***

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) bring an action for collection of any amounts due hereunder; and/or terminate this Fee Agreement, upon another 30 days written notice, in the case of an Event of Default under Section 7.1(a); or

(ii) take whatever action at law or in equity that may appear necessary or desirable to remedy the Event of Default under Section 7.1(b) but the County's damages under this Agreement for an Event of Default shall always be limited to and never exceed under any circumstance the amount of FILOT Payments due (after application of any Infrastructure Credit) plus legal fees and expenses under Section 7.3 hereof, and any penalty and interest required by statute. Under no circumstances will the Sponsor ever be liable to the County for any other damages hereunder or any other penalty or other interest.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) take such other action as is appropriate, including legal action, to recover its damages, to the extent allowed by law. For purposes of this Agreement, the Sponsor and any Sponsor Affiliate's damages under this Agreement for an Event of Default shall be limited to and never exceed, under any circumstance, the actual savings to be realized by the Sponsor and/or the Sponsor Affiliate due to the FILOT Payments and Infrastructure Credit provided herein, plus any legal fees and expenses under Section 7.3 hereof, plus interest at the same rate as provided under (a)(ii) above. Under no circumstances will the County ever be liable for any other damages hereunder or penalty or other interest.

Section 7.3. ***Reimbursement of Legal Fees and Other Expenses.*** If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred.

Section 7.4. ***Remedies Not Exclusive***. Unless expressly provided otherwise, no remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies described in this Agreement, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement.

ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS

Section 8.1. ***Right to Inspect.*** Subject to the Sponsor's safety policies and requirements, this Agreement does not limit any otherwise existing legal right of the County and its authorized agents, at any reasonable time on prior notice, to enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

Section 8.2. ***Confidentiality.*** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as "***Confidential Information***." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. ***No Liability of County Personnel***. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.4. ***Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.5. ***Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold; provided, however, that the County hereby expressly consents in advance to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.6. ***No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is

not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.7. *Administration Expenses.* The Sponsor agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company an itemized statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the negotiation and execution of this Fee Agreement; (ii) the negotiation and execution of all other documents related to this Fee Agreement; and (iii) the fulfillment of the County's obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. The fees under items (i) and (ii) in the previous sentence shall not exceed $5,000.

Administration Expenses do not include any costs, expenses, including attorney's fees, incurred by the County (i) after execution of this Fee Agreement except as expressly set forth herein, (ii) in defending challenges to the FILOT Payments, Infrastructure Credits or any other incentives provided by this Fee Agreement brought by any third parties; (ii) any actions by the Sponsor or its affiliates and related entities; or (iii) in connection with matters arising prior to execution of the Fee Agreement outside of the immediate scope of this Fee Agreement.

Reimbursement for the County's attorneys' fees shall be at hourly rates for outside counsel to the County, not to exceed the standard hourly rates charged by such outside counsel. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 90 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 8.8. *Multicounty Park*. The County represents that the Real Property is located in the Multicounty Park and to maintain the Real Property in the Multicounty Park or in some other multicounty industrial or business park within the meaning of the MCIP Act for at least as long as the Infrastructure Credit is to be provided to the Sponsor under this Fee Agreement.

ARTICLE IX
SPONSOR AFFILIATES

Section 9.1. *Sponsor Affiliates*. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project; provided, however, that the

County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which controls, is controlled by, or is under common control with, the Sponsor and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, and (iii) the landowner(s) of the Real Property. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. ***Primary Responsibility*****.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that the Sponsor shall make all Fixed FILOT Payments and remit any other amount due under this Fee Agreement. The Sponsor Affiliate's secondary obligation to make FILOT Payments under this Fee Agreement to the County shall be limited to the FILOT Payments due on the Sponsor Affiliate's Economic Development Property only and under no circumstances shall the Sponsor Affiliate be liable for any FILOT Payments relating to the Sponsor's Economic Development Property.

ARTICLE X
MISCELLANEOUS

Section 10.1. ***Notices.*** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

QVC, Inc.
Attn. Paul Kearns
VP, Global Tax
QVC, Inc.
1200 Wilson Dr
West Chester, PA 19380
484-701-1941

WITH A COPY TO (does not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, SC 29211

IF TO THE COUNTY:

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

WITH A COPY TO (does not constitute notice):

Florence County Attorney
180 N. Irby Street, MSC-G
Florence, SC 29501-3456

And

Turner Padget Graham & Laney
Attn: Arthur E. Justice, Jr.
P.O. Box 5478
Florence, SC 29502

Section 10.2. ***Provisions of Agreement for Sole Benefit of County and Sponsor***. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor and any Sponsor Affiliates any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor and any Sponsor Affiliates.

Section 10.3. ***Counterparts; Electronic Signatures.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

Section 10.4. ***Governing Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. ***Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. ***Amendments.*** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. ***Agreement to Sign Other Documents***. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. ***Interpretation; Invalidity; Change in Laws***.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. ***Force Majeure.*** Notwithstanding Section 7.1 hereof or any other provision of this Fee Agreement to the contrary, the Sponsor is not liable or responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, pandemics, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, natural disasters, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. ***Termination; Termination by Sponsor.***

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

(e) Upon termination of this Agreement with respect to any part of the Project as to which any net present value payments were made pursuant to Section 4.1(a), then, in accordance with Section 12-44-140(A) of the Act, there shall be computed the amount of payments which would have been made with respect to such property as of the termination date without the use of the net present value payment method, and to the extent that the amount which would have been so paid exceeds the amount paid by the Sponsor pursuant to Section 4.1(a) that is allocable to such property, then (i) if the termination is with respect to less than the entire remaining Project, the Sponsor shall pay the difference to the County, with interest as required by the Act, with the next FILOT Payments to be made to the County pursuant to Section 4.1(a), and (ii) if the termination is of the entire Project, then the Sponsor shall pay such difference, with interest as required by the Act, within 120 days of termination.

Section 10.11. ***Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. ***Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. ***Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

Section 10.14. ***Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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 to be attested by the Clerk of the County Council; and the Sponsor 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

(SEAL)

By:_____
County Council Chair
Florence County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Florence County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem *Taxes Agreement]*

QVC, INC.

_____

By: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem *Taxes Agreement]*

EXHIBIT A

DESCRIPTION OF LAND

All those certain pieces, parcels or tracts of land situate, lying and being in the County of Florence, State of South Carolina containing 262 87 acres as shown and set forth on that certain Plat of the same prepared for Alliance Consulting Engineers, Inc by Nesbitt Surveying Co , Inc dated December 1, 2005 and recorded December 12, 2005 in Plat Book 88 at Page 47, Florence County Records This property is shown on the aforementioned Plat to be divided into two Tracts, namely Tract 1 (containing 261 39 acres) and Tract 2 (containing 1 48 acres), both of which are conveyed hereby, and it is bounded generally on the Northwest by the right-of-way of State Road S21-343, also known as TV Road or North Irby Street, on the Northeast by the run of Black Creek, on the Southeast by the run of an unnamed creek, and on the Southwest by the centerline of the old roadbed of State Road S21-358 and the right-of-way of State Road S21-26, also known as East McIver Road, all as shown on the aforementioned Plat, to which further reference is craved for a more complete and accurate description

This being the same property conveyed to the Grantor by Deed of Nell Montgomery Kuker, having been recorded August 16, 1974 in Deed Book A-142, page 843 in the office of the Clerk of Court for Florence County

Tax Map Number 00174-01-005

EXHIBIT B
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] ("Fee Agreement"), between Florence County, South Carolina ("County") and QVC, Inc. ("Sponsor").

1. Joinder to Fee Agreement.

[_____], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, 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 as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; (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) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

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

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Request of Sponsor.

The Sponsor hereby requests and consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

5. Consent of County.

The County, through approval as authorized in the Fee Agreement, hereby consents to the addition of _____ as Sponsor Affiliate to the Fee Agreement.

6. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

7. Notice.

Notices under Section 10.1 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:
	Its:

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

FLORENCE COUNTY, SOUTH CAROLINA

_____
By:
Its:

EXHIBIT C
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor and any Sponsor Affiliate shall be entitled to an Infrastructure Credit equal to ten percent (10%) per year for a period of fifteen (15) consecutive years, to commence with the first FILOT Payment to be made with respect to the Project after it is placed in service, unless the Sponsor requests a different starting date by notice to the County no later than June 30 of the property tax year in which the Infrastructure Credit is to commence. The Infrastructure Credit shall be applied as a setoff against the FILOT Payment owed for the then current year.

The parties agree that the rollback taxes as provided in Section 12-43-220(d) of the Code do not apply to the change in use of the Real Property from its agricultural use to non-agricultural use; however, to the extent such rollback taxes do apply, the County agrees to provide an Infrastructure Credit equal to the amount of the applicable rollback taxes to offset such taxes.

In addition, as an additional incentive to locate the Project in the County, should the County enact during the time this agreement is in effect a business license tax or business license fee, there shall be an annual Infrastructure Credit equal to the amount of any business license tax or business license fees that may be imposed upon the Sponsor and/or Sponsor Affiliate as a result of the Project by the County.

To the extent the Infrastructure Credits pursuant to this Exhibit are greater than the amount of the FILOT Payment due hereunder, such Infrastructure Credit shall be carried over to the next year or years, as necessary, to apply all accrued Infrastructure Credits.

EXHIBIT D
DESCRIPTION OF CLAW BACK

The Sponsor agrees to meet, together with any Sponsor Affiliates, the Act Minimum Investment Requirement, the Contract Minimum Investment Requirement, and the Contract Minimum Job Requirement.

If the Sponsor (together with any Sponsor Affiliates) fails to meet the Act Minimum Investment Requirement, the Fee Agreement shall terminate and any repayment obligation arising therefrom shall be as provided in the Act.

If the Sponsor (together with any Sponsor Affiliates) fails to meet the Contract Minimum Investment Requirement or the Contract Minimum Job Requirement, the Sponsor shall make a payment to the County equal to the Repayment Amount as follows:

Repayment Amount = Total Received x Claw Back Percentage

Total Received shall be the total dollar amount of the Infrastructure Credit received by the Sponsor (and any Sponsor Affiliates), but shall not include the total dollar amount of the savings received as a result of the reduced assessment ratio and fixed millage rate as described in Section 4.1 hereof, provided the Act Minimum Investment Requirement has been met.

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement *[may not exceed 100%]*

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement *[may not exceed 100%]*

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted $100,000 in Infrastructure Credits, and $20,000,000 had been invested at the Project and 300 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 300/360 = 83.33%

Investment Achievement Percentage = $20,000,000/$27,500,000= 72.72%

Overall Achievement Percentage = (83.33% + 72.72%)/2 = 78.02%

Claw Back Percentage = 100% - 78.02% = 21.98%

Repayment Amount = $100,000 x 21.98% = $21,980

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit D within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit D survives termination of this Fee Agreement.

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Ordinance No. 32-2020/21 – Third Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Florence County, South Carolina And ~~Project Proton~~ Pee Dee Electric Cooperative, Inc. Providing For A Payment Of Fee In Lieu Of Ad Valorem Taxes And Other Matters Relating Thereto.)

OPTIONS:

1. ***(Recommended)*** Approve Third Reading of Ordinance No. 32-2020/21.
2. Provide an alternate directive.

ATTACHMENTS:

A copy of proposed Ordinance No. 32-2020/21.

Sponsor(s)	: Economic Development
Introduction	: May 20, 2021
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Second Reading	: June 17, 2021
Public Hearing	: July 15, 2021
Third Reading	: July 15, 2021
Effective Date	: Immediately

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

ORDINANCE NO. 32-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND ~~PROJECT PROTON~~ PEE DEE ELECTRIC COOPERATIVE, INC. PROVIDING FOR A PAYMENT OF FEE IN LIEU OF AD VALOREM TAXES AND OTHER MATTERS RELATING THERETO.]

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

2. ~~Companies currently identified as Project Proton, and their~~ Pee Dee Electric Cooperative, Inc., and its subsidiaries, acting for themselves, one or more affiliates, and/or project sponsors (collectively, the "Company"), proposes to invest capital in the County to establish and/or expand certain facilities at one or more locations in the County (the "Project"); and

3. The Company anticipates that should its plans proceed as expected, it will invest, or cause to be invested, approximately $13,000,000 or more, in the aggregate, in the Project; and

4. On the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would promote the purposes of the Negotiated FILOT Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment to be made, or caused to be made, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by

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offering certain negotiated FILOT benefits, which shall be further described and documented in a Fee in Lieu of Tax and Incentive Agreement to be entered into by the County and the Company (the "Incentive Agreement") and subject to the terms and conditions set forth therein; and

5. In accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on May 20, 2021 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project; and

6. The County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in the Incentive Agreement, the form of which is presented to this meeting, which Incentive Agreement is to be dated as of July 15, 2021, or such other date as the parties thereto may agree; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a "project" within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County's actions herein, will subserve the purposes of the Negotiated FILOT Act; and

(c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and

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

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

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Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement with the Company, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County, under certain conditions set forth in the Incentive Agreement, will agree to accept negotiated FILOT payments with respect to the Project (the "Negotiated FILOT"), as set forth in **Section 2(b)** hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rates allowed with respect to the Project pursuant to Section 12-44-50(a)(1)(d) of the Negotiated FILOT Act as set forth in greater detail in the Incentive Agreement; (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) and such other terms and conditions as are or will be specified in the Incentive Agreement including, but not limited to, that the Company and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

(ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property placed in service as part of the Project during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

Section 3. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes

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therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 4. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement.

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

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

ATTEST:
[SEAL]

SIGNED:

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

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

FLORENCE COUNTY, SOUTH CAROLINA,

and

PEE DEE ELECTRIC COOPERATIVE, INC.

Dated as of July 15, 2021

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement") dated as of July 15, 2021, by and between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and PEE DEE ELECTRIC COOPERATIVE, INC., and its affiliates and subsidiaries, acting for themselves, one or more affiliates, and/or other project sponsors (collectively the "Company").

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; and (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, the Company and has committed to establish and/or expand certain commercial and related facilities at one or more locations in the County (the "Project"), and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, collectively, approximately $13,000,000 or more in the Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on May 20, 2021 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by Ordinance No. 32-2020/21 enacted by the Council on July 15, 2021, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

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NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, and the potential investment to be made, or caused to be made, by the Company which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Act" shall mean the Negotiated FILOT Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the negotiation and approval of the terms and provisions of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney's fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Co-Investor required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall have furnished to the Company, or such other Co-Investor, as the case may be, a statement including a general explanation of such expenses incurred.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter owned in whole or in part by the Company or any other Sponsor or Sponsor Affiliate, or by any partner, shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate as described in Section 267(b) of the Internal Revenue Code.

"Agreement" shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

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

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

"*Company*" shall mean Pee Dee Electric Cooperative, Inc., and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

"*Compliance Period*" shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2021, and, in such event, the Compliance Period will end on December 31, 2026.

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

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

"*Credit Eligible Entity*" shall have the meaning specified in **Section 3.02(a)** hereof.

"*Deficiency Payment*" shall have the meaning specified in **Section 5.01(e)** hereof.

"*Department of Revenue*" shall mean the South Carolina Department of Revenue and any successor thereof.

"*Event of Default*" shall mean an Event of Default, as set forth in **Section 8.01** hereof.

"*Existing Property*" shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the

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repair, alteration, or modification of property which is not economic development property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company and other Co-Investors, in the aggregate, invest at least an additional $45,000,000 in the Project, exclusive of the property identified in this subsection (b); or, (d) modifications which constitute an expansion of real property or real property improvement portions of Existing Property. As used in the immediately preceding sentence, expansion shall include all modifications, alterations, additions, and improvements that are considered necessary, suitable, or useful by the Company.

"*FILOT*" shall mean fee in lieu of *ad valorem* property taxes.

"*FILOT Payment*" *or* "*FILOT Payments*" shall mean the FILOT payments to be made by the Company with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof.

"*Investment Period*" shall initially mean a period equal to the Compliance Period; provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act..

"*Land*" shall mean the land, that has been or will be acquired, whether in fee simple or by easement, upon which the Project has been or will be constructed and equipped, as described on **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

"*Minimum Statutory Investment Requirement*" shall mean investment in the Project of not less than $2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act.

"*Negotiated FILOT*" *or* "*Negotiated FILOT Payments*" shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

"*Negotiated FILOT Act*" shall mean Title 12, Chapter 44 of the Code.

"*Negotiated FILOT Property*" shall mean all Project property qualifying for the Negotiated FILOT as "economic development property" within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, and any Released Property.

"*Non-Qualifying Property*" shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and, (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(d)(iii)** hereof.

"*Person*" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"*Project*" shall mean: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all utility and broadband property and improvements including, but not limited to improvements or modifications to property already existing on the Land which have become obsolete or are being updated or improved by the Company, machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company for use on or about the Land; and, (iii) any Replacement Property, including property intended to replace property already existing on the Land which has become obsolete or is being updated or improved by the Company; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within a period commencing on January 1, 2021 and ending at the end of the Investment Period.

"*Property Tax Year*" shall mean the annual period which is equal to the fiscal year of the Company, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

"*Released Property*" shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(d)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or

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property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"*Replacement Property*" shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

"*Sponsor*" and "*Sponsor Affiliate*" shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of this Agreement, the only Sponsor is the Company, and there are no Sponsor Affiliates.

"*State*" shall mean the State of South Carolina.

"*Term*" shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) Solely on the basis of information supplied to it by the Company, the County has determined the Project will subserve the purposes of the Act and has made all

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other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which, to the best knowledge of the County, could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company . The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company has a fiscal year end of December 31, and the Company will notify the County of any changes in its respective fiscal year.

(b) The Company intends to operate the Project as facilities primarily to provide services to its members and customers.

(c) The agreements with the County with respect to the Negotiated FILOT, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

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(e) The Company has retained legal counsel to advise, or has had a reasonable opportunity to consult legal counsel to advise, of its eligibility for the Negotiated FILOT and other incentives granted by this Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the Negotiated FILOT and other incentives granted by this Agreement.

ARTICLE III

COVENANTS OF THE COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company and each Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act, the terms of which shall be mutually agreeable to the County and the Company. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Act or this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT Payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in the Project.

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(a) The Company hereby agrees to acquire, construct, equip, or improve, or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2024.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in Negotiated FILOT Property in the County at the Project by any and all other permitted Co-Investors shall together with investment in Negotiated FILOT Property in the County at the Project by the Company, count toward achievement of the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and all other permitted Co-Investors filed with respect to the Project, including without limitation, each such entity's assets listed on a SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) Subject to the provisions of **Sections 4.04** and **6.01** hereof, the Company shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(d) The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company, in its discretion deem useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(iii)** hereof, in any instance when the Company, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company may, at any time and in their discretion by written notice to the County, remove any Project property including, but not

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limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes; provided, that, any such notice requirement may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such written notice shall be deemed to be effective as of the date of such removal.

(iv) If the Company sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act, and in such event, any such addition, disposal, or removal reflected by any such return, shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the negotiation or implementation of this Agreement's terms and provisions, with respect to the Company or any other Sponsor or Sponsor Affiliate, as the case may be, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the general 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 Project or the incentives authorized by this Agreement, and,

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aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) all other documents related to this Fee Agreement and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall be at hourly rates for outside counsel to the County, not to exceed the standard hourly rates charged by such outside counsel.

Section 4.03. Use of the Project for Lawful Activities. During the Term of this Agreement, the Company may use the Project as it deems fit for any lawful purpose.

Section 4.04. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company, an Affiliate, or a company with which the Company shares common management, as to which such consolidation, merger, or transfer, the County, to the extent allowed by law, hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets, as applicable, shall: (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and, (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company, as appropriate, shall have delivered to the County: (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance

with the net worth requirements specified in paragraph (a) above; and, (ii) an opinion of counsel for the Company, and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.04**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.04**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 4.05. Records and Reports. The Company and each Sponsor or Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereto hereby waive in their entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company, or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term hereof, the Company, and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer of the County a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County, and with the Department of Revenue, and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Sponsor or Sponsor Affiliate believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law. Except to the extent required by law, unless the County has provided at least ten (10) days advance written notice to the Company or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Sponsor or Sponsor Affiliate in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Sponsor or Sponsor Affiliate.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2023.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the definition of "Investment Period" in **Section 1.01** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which based on the property comprising the Land as of the original execution and delivery of this Agreement, is equal to the millage indicated on **Exhibit B** with respect to all Negotiated FILOT Property comprised of, or located on, such Land; and, (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree, only in a writing approved by the Council, at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five (5) year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company shall not be entitled to extraordinary obsolescence with respect to

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Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) To the extent not prohibited by the Department of Revenue, Negotiated FILOT Payments are to be recalculated (subject, always to the continuing requirements of **Section 5.01(f)** hereof):

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(d)(ii)** hereof by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes as permitted by **Section 4.01(d)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To

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the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes that would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five (5) year exemption from *ad valorem* taxes, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in

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paragraph (e) above, and a Deficiency Payment shall be due and payable from, or at the direction of, the Company or each other Sponsor or Sponsor Affiliate, as the case may be, with respect to Negotiated FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iii) In accordance with the provisions of **Sections 4.01(b)** and **6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor, which qualifies as Negotiated FILOT Property, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid, or caused to be paid, by the Company or the Sponsor or Sponsor Affiliate, as the case may be, within sixty (60) days following receipt by the Company or such other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

The parties acknowledge that: (i) the calculation of the annual Negotiated FILOT Payment due hereunder is a function of the Department of Revenue and is wholly dependent on the parties hereto intended to receive benefits under this Agreement timely submitting the correct annual property tax returns to the Department of Revenue; (ii) the County has no responsibility for the submission of returns or the calculation of the annual Negotiated FILOT Payment; and, (iii) failure by any party to timely submit the correct annual property tax return could lead to loss of all or a portion of the Negotiated FILOT benefits and other incentives provided by this Agreement.

Section 5.02. Statutory Lien. The parties hereto acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or, (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, upon written approval of the County, which approval may take the form of a consent letter, a resolution or ordinance of the Council. Notwithstanding anything to the contrary in this **Section 6.01**, the County hereby preapproves and consents to the Company transferring all or any of its rights and interests hereunder or with respect to all or any part of the Project to an Affiliate, or a company with which the Company shares common management.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or any other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

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

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which, in each case, must agree to be bound by the terms of this Agreement and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (the "Defaulting Entity"):

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County;

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for sixty (60) days after the County shall have given the Defaulting

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Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; or,

(c) if a Cessation of Operations occurs after the Compliance Period. For purposes of this Agreement, a "Cessation of Operations" means a publicly announced closure of the Project or a cessation in production at the Project that continues for a period of twelve (12) consecutive months.

Notwithstanding anything herein to the contrary, failure to meet any investment requirement, threshold, or level set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or any other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 5.01(f)** hereof.

Section 8.02. Remedies on an Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than thirty (30) days prior to the termination date specified therein;

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.05** hereof;

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties hereto that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes

together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Company or any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County, or of the Company and any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County, or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County, or by the Company any other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company and any other Sponsor or Sponsor Affiliate, which consent may be provided by the Company or such other Sponsor or Sponsor Affiliate in their sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Florence County Administrator
Attn: K.G. Smith, Jr.
180 North Irby Street, MSC-G
Florence, South Carolina 29501

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

Florence County Attorney
180 N. Irby Street, MSC-G
Florence, South Carolina 29501

And

Turner Padget Graham & Laney
Attn: Arthur E. Justice, Jr.
P.O. Box 5478
Florence, SC 29502

(c) As to the Company:

Pee Dee Electric Cooperative, Inc.
Attn: Annie Crowley, CFO
P.O. Box 491
Darlington, SC 29540
Phone: (843) 454-2886

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

Nexsen Pruet, LLC
Attn: Burnet R. Maybank III
Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
P.O. Box 2426
Columbia, South Carolina 29202
Phone: (803) 253-8220

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Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties hereto, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement 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 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereto hereunder surrendered, only by a writing signed by both parties hereto.

Section 9.10. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties hereto intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 9.12. Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel of the Company's choice, which is acceptable to the County (the approval of which shall not be unreasonably withheld), and whose purported representation of the County in such matters would not present an unwaiveable conflict of interest under the South Carolina Rules of Professional Conduct, the waiveability of which shall be determined by the

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County, in its reasonable discretion; provided, however, that the Company shall be entitled to manage and control the defense of, or respond to, any claim, action, prosecution, or proceeding, for itself and any Indemnified Party; provided the Company is not entitled to settle any matter without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate legal counsel for any reason, that Indemnified Party is responsible for its independent legal costs and expenses, in whole.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or, (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 9.14. Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the County may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Willard Dorriety, Jr., Chairman, County Council
Florence County, South Carolina

[SEAL]

ATTEST:

By: _____
Connie Y. Haselden, Council Clerk
Florence County, South Carolina

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[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

PEE DEE ELECTRIC COOPERATIVE, INC.

By: _____
Name: _____
Its: _____

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EXHIBIT A

LAND DESCRIPTION

1. Florence Substation: A certain tract of land described in a deed, dated June 27, 1962, by Louise C. Kuker, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of the Court for Florence County, South Carolina, in Book 21O, at page 416; .46 acres, Tax Map 174-00-067.

2. Sparrow Swamp Substation: A certain tract of land described in a certain deed, dated July 10, 1962, by J. Herbert Morris, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk for Florence County, South Carolina, in Book A211, at Page 27; A certain tract of land described in a certain deed, dated October 24, 1985, by the Federal Land Bank of Columbia, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of Court for Florence County, South Carolina, in Book A-236, at Page 2166; .34 acres, Tax Map 082-00-002.

3. Oakdale Substation: A certain tract of land described in a certain deed, dated May 29, 1981, by Edward L. Young, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of the Court of Florence County, South Carolina, in Book A-174, at page 28; 1 acre, Tax Map 052-00-021.

4. Danwood Substation: A certain tract of land described in a certain deed dated August 16, 1990, by Robert Mack, as grantor, to the mortgagor as grantee, and recorded in the office of the Clerk of Court of Florence County, South Carolina, in Deed Book, page 335; 1.4 acres, Tax Map 102-00-248.

5. Coggeshall Property: A certain tract of land described in a certain deed, dated November 8, 1990, by Coggeshell East, Ltd., as grantor to the Mortgagor, as grantee, and recorded in the office of the Clerk of Court for Florence County, South Carolina, in Book A-331, at Page 1794; 1.14 acres, Tax Map 202-00-050.

6. Williston Substation Site: A certain tract of land described in a certain deed, dated February 28, 1997, by William C. and Rada B. Lloyd, as grantors, to the Mortgagor, as grantee, and recorded in the office of the Clerk of Court for Florence County, South Carolina, in Book A-488, Page 437; 1 acre, Tax Map 202-00-020

7. Honda Substation: A certain tract of land described in a certain deed dated November 19, 1997 by Honda South Carolina Manufacturing, Inc., as grantors, to the mortgagor as grantee, and recorded in the office of the Clerk of Court for Florence County, South Carolina, in Deed Book A-511, Page 2273; .918 acres, Tax Map 035-01-041.

8. Commerce Center Substation: A certain tract of land described in a certain deed dated July 27, 2000, by Pee Dee Electricom, Inc., as grantors, to the mortgage grantee, and recorded in the office of the Clerk of Court for Florence County, South Carolina in Book A-602, Page 488; 3.54 acres, Tax Map 236-00-015.

9. Commerce Center Park: A certain tract of land described in a certain deed, dated November 30, 2000, by Pee Dee Electricom, Inc., as grantors, to the mortgagor grantee, and recorded in the office of the Clerk of Court for Florence County, South Carolina, in Deed Book A-613, Page 1818; 49.35 acres, Tax Map 236-00-016.

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10. Commerce Center Park: A certain tract of land described in a certain deed, dated July 31, 2003, by Pee Dee Electricom, Inc., as grantor, to the mortgagor grantee, and recorded in the office of the Clerk of Court for Florence County, South Carolina, in Deed Book A766, Page 1424; 5 acres, Tax Map 236-01-022.

11. Pocket Road Property: All that certain piece, parcel, or tract of land in the County of Florence, State of South Carolina, containing 238.07 acres which is shown on the Plat by Nesbitt Surveying Co., Inc. dated August 9, 2017, a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 106 at page 323. The property has such shape, metes, courses, and distances as are shown on said Plat, and is bounded generally according thereto on the north by land of Thompson; on the east by Williston Road, by a Branch separating the property from land of Martha Dargan Harper, and by lot of Ervin; on the south by Pocket Road; and on the west by land of several owners as detailed on said Plat and by the run of a Branch separating the property from land of Ida Whitehead, Trustee, Thompson, and Ervin. Reference is also had to that Plat by Ervin Engineering Co., Inc., dated February 24, 2021, a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 107 at page 651.

This bein the same property conveyed to Back Forty Holdings, LLC by deed of Wells Fargo Bank, N.A., Successor by Merger to Wachovia Bank, N.A., f/k/a South Carolina National Bank, as Trustee Under the Will of Elizabeth Hyman Poliakoff (deceased) for the benefit of Mark Andrew Collins recorded September 12, 2017 in Deed Book B710 at Page 0653 in the Office of the Clerk of Court for Florence County; Dianne Jean Poliakoff recorded September 12, 2017 in Deed Book B710 at Page 0658; Steven Anthony Collins recorded September 12, 2017 in Deed Book B710 at Page 0663; Sara H. Hyman recorded September 12, 2017 in Deed Book B710 at Page 0668; Mark Andrew Collins recorded in Deed Book B170 at Page 0678 in the Office of the Clerk of Court for Florence County; Maintzie Hyman (formerly Maintzie Hyman Gugliotti) and Melvin Richard Hyman, Jr., Trustees of Benjamin Fraser Hyman Trust under the Last Will and Testament of Mary Caroline Hyman recorded September 12, 2017 in Deed Book 710 at Page 0683; Margaret Hyman Hartley recorded September 12, 2017 in Deed Book B710 at Page 0688 in the Office of the Clerk of Court for Florence County; and Richard A. Hyman recorded September 12, 2017 in Deed Book B710 at Page 0693 in the Office of the Clerk of Court for Florence County. Tax Map 00201-01-005

12. Pee Dee Electric Cooperative, Inc. Easements and Rights-of-Way: All recorded and unrecorded easements, whether in gross or appurtenant, including but not limited to utility easements, party easements, private easements, prescriptive easements, easements by necessity, easements by condemnation, and contractual easements and rights-of-way located within Florence County upon or under which Pee Dee Electric Cooperative, Inc., or its subsidiaries or affiliates, has located or intends to locate real property improvements or personal property, including, but not limited to all roadwork, water, sewer, drainage, power and utility facilities, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and the utility property, broadband property, machinery and equipment and other personal property, and any additions or improvements to any of the foregoing, whether paid for by the Company directly, through lease payments, or acquired by contract.

EXHIBIT B

APPLICABLE MILLAGE RATES

The millage rate to be applied in accordance with Section 5.01(b)(ii) of this Agreement shall be as follows for each parcel of real property, and all business personal property located thereon in the following County tax district:

- Florence County Tax District 100 — 361.100 Mills
- Florence County Tax District 130 — 361.100 Mills
- Florence County Tax District 140 — 361.100 Mills
- Florence County Tax District 400 — 263.700 Mills

There shall be applied an additional millage rate to real and business personal property located within any of the following municipal limits:

- City of Florence — 63.10 Mills
- Johnsonville — 59.00 Mills
- Lake City — 184.1 Mills
- Olanta — 53.40 Mills
- Pamplico — 109.6 Mills
- Timmonsville — 129.4 Mills

draft

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Ordinance No. 33-2020/21 – Third Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Lease Of Certain Real Property Located In Johnsonville, South Carolina Designated On The Florence County Tax Assessor's Records As Parcel Numbers 00441-05-027, 00441-05-018 And 00441-05-051, To The City Of Johnsonville, And Other Matters Related Thereto.)

OPTIONS:

1. ***(Recommended)*** Approve Third Reading of Ordinance No. 33-2020/21.
2. Provide an alternate directive.

ATTACHMENTS:

A copy of proposed Ordinance No. 33-2020/21.

Sponsor(s)	: County Council
Introduction	: May 20, 2021
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Public Hearing	: June 17, 2021
Second Reading	: June 17, 2021
Third Reading	: July 15, 2021
Effective Date	: Immediately

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

ORDINANCE NO. 33-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE TO PROVIDE FOR THE LEASE OF CERTAIN REAL PROPERTY LOCATED IN JOHNSONVILLE, SOUTH CAROLINA DESIGNATED ON THE FLORENCE COUNTY TAX ASSESSOR'S RECORDS AS PARCEL NUMBERS 00441-05-027, 00441-05-018 AND 00441-05-051, TO THE CITY OF JOHNSONVILLE, AND OTHER MATTERS RELATED THERETO.]

WHEREAS:

1. Florence County is the owner of real property described on the Florence County Tax Assessor's records as Parcel Numbers 00441-05-027, 00441-05-018 and 00441-05-051; and

2. To promote tourism and related activity in the southern region of Florence County, the County finds it beneficial to lease the above described parcels to the City of Johnsonville.

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

1. The real property owned by Florence County described on the Florence County Tax Assessor's records as Parcel Numbers 00441-05-027, 00441-05-018 and 00441-05-051 is hereby authorized to be leased to the City of Johnsonville.

2. The terms of the lease are as set forth in the attached lease designated as "Exhibit A".

3. The Florence County Administrator is authorized to execute the necessary documents to lease to the City of Johnsonville the real property described herein.

4. The lease of the herein described real property is authorized to take place on the next convenient date to the Parties after the adoption of this Ordinance on third reading.

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

DRAFT

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

ATTEST:

Connie Y. Haselden
Clerk to Council

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

SIGNED:

Willard Dorriety, Jr, Chairman
Florence County Council

COUNCIL VOTE:
OPPOSED
ABSENT:

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

LEASE WITH OPTION TO PURCHASE

This LEASE Agreement (the "Lease") is entered into as of the ___ day of _____, 2021 (the "Commencement Date"), by and between **THE COUNTY OF FLORENCE**, a body politic and corporate and a political subdivision of the State of South Carolina (hereafter "Landlord") and **THE CITY OF JOHNSONVILLE**, a body politic and corporate and a municipal corporation of the State of South Carolina (hereafter "Tenant").

FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
BASIC TERMS; OPTION TO PURCHASE; DEFINITIONS

1.01 BASIC TERMS. The Landlord desires to lease to the Tenant and the Tenant desires to lease from the Landlord the Premises hereafter described. The principal terms of the Lease are as follows:

(a) PREMISES. The Premises is a _____ acre tract of land located generally at _____, Johnsonville, South Carolina, with all improvements constructed thereon, together with all hereditaments and appurtenances pertaining thereto, as more particularly described on the attached Exhibit A.

(b) PERMITTED USE. The "Permitted Use" as used in this Lease shall mean Tenant's use and occupation of the Premises for the construction and operation thereon of a public golf course, pro shop and related amenities (the "Improvements") and for no other use without the prior written consent of the Landlord.

(c) RENT. "Rent" as used in this Lease shall mean the following, which Rent shall be payable monthly in advance on or before the first (1st) day of each month during the Lease Term, beginning on the Commencement Date:

Period	Base Rent per year	Supplemental Rent per year
May 1, 2021 – April 30, 2031	$1.00	See (f) below

(d) TERM. "Term" as used in this Lease shall mean the period of time commencing as of the Commencement Date and ending at midnight on April 30, 2046, as may be extended to include the Extension Term.

(e) EXTENSION TERM. Provided that Tenant shall not be in Default, Tenant shall have the right to renew the Term (the "Right to Renew") for an additional term of ten (10) years commencing on May 1, 2031 and ending at midnight on April 30, 2041 (the "Extension Term"), subject to a negotiation of rent. To exercise this Right to Renew Tenant must provide Landlord with written notice thereof, as provided in Section 13.02, no sooner than May 1, 2030 "Renewal Notice").

(f) BASE RENT AND SUPPLEMENTAL RENT. The Base Rent during the entire term of this Lease shall be $1.00 per year. From and after May 1, 2031 and for the remainder of the Term as well as the Extension Term, if exercised, Base Rent shall be supplemented by the annual payment of Supplemental Rent equal to five (5%) per cent of (1) Tenant's gross revenues derived from operation of the Golf Course, including the pro shop and related amenities.. Supplemental Rent shall be payable within thirty 30) days following the close of the calendar year in question; and such payment shall be accompanied by Tenant's financial information summarizing the calculation thereof.

(g) OPTION TO PURCHASE. At any time during the Term or Extension Term, if exercised, Tenant shall have the option to purchase the Premises and any interest of the Landlord therein for a consideration, if

exercised within the initial ten (10) year period, of Five Hundred Sixty Thousand and No/100 ($560,000.00) Dollars, if exercised beyond the initial ten (10) year period the consideration at fair market value, to be determined by appraisers, subject to approval by County Council. To exercise this option Tenant must provide written notice thereof to Landlord, as provided in Section 13.02; and closing on Tenant's purchase shall take place within ninety (90) days thereafter.

(h) SECURITY DEPOSIT. There is no Security Deposit.

(i) BROKERS. There are no real estate brokers involved in the negotiation or execution of this Lease.

(j) NOTICE ADDRESSES. "Notice Address" as used is this Lease shall mean the following for the parties, until and unless changed from time to time in a writing provided by the changing party to the other party as contemplated by Section 13.02:

A. "LANDLORD'S NOTICE ADDRESS" as used in this Lease shall mean:

K. G. Rusty Smith, Jr., County Administrator
180 N. Irby Street, MSC-G
Florence, SC 29501
Phone: (843) 665-3035

With a copy to:

D. Malloy McEachin, Jr.
Attorney at Law
180 N Irby Street, MSC-XX
Florence, SC 29501
Phone: (843) 665-0135

TENANT'S NOTICE ADDRESS:

At the Premises

With copy to:

Haynsworth Sinkler Boyd, P.A.
Attention: Benjamin T. Zeigler
135 S. Dargan Street, Suite 301
Post Office Box 6617
Florence, South Carolina 29502
Phone: (843) 669-3815

1.02 DEFINITIONS. In addition to the terms defined in Section 1.01, Landlord and Tenant agree that, as used in this Lease, the following words and phrases have the following meanings:

(a) ACCESSIBILITY REGULATIONS. The Americans with Disabilities Act of 1990, and any other federal, state or local law, statute, code, ordinance, rule or regulation requiring the provision of access or other accommodations to persons with disabilities, all as amended from time to time during the Term.

(b) ADDITIONAL RENT. All payments (other than Base Rent and Supplemental Rent) required to be made by Tenant under this Lease, whether to Landlord or to third parties.

(c) ALTERATIONS. Any alterations, improvements or physical additions to the Premises made or proposed to be made by Tenant.

(d) AWARD. The award for, or proceeds of, any Taking, less all expenses in connection therewith including reasonable attorneys' fees.

(e) DEFAULT. As defined in Section 14.01 for Tenant, and Section 14.02 for Landlord.

(f) ENVIRONMENTAL LAWS. Any law, statute, ordinance, code, rule, regulations, order or decree relating to the environment or governing, regulating or pertaining to the generation, treatment, storage, handling, transportation, use or disposal of Hazardous Substances, presently in effect or that may be enacted. adopted, promulgated or issued in the future, as amended from time to time, including but not limited to the following: (i) Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; (ii) Comprehensive Environmental Response, Compensation, and Liability Act of, 1980, 40 U.S.C. §§ 1801 et seq.; (iii) Clean Air Act, 42 U.S.C. §§ 7401-7626; (iv) Water Pollution Control Act (Clean Water Act of 1977), 33 U.S.C. §§ 1251 et seq.; (v) Insecticide, Fungicide, and Rodenticide Act (Pesticide Act of 1978), 7 U.S.C. §§ 135 et seq.; (vi) Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (vii) Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; (viii) National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq.; and (ix) Refuse Act of 1899,33 U.S.C. §§ 407 et seq.

(g) FORCE MAJEURE. Any period of delay which arises from or through: Acts of God; strikes; contractor delays; shortages or unavailability of labor or materials; pandemics or epidemics; governmental mandated shutdown orders; lockouts or labor difficulty; explosion; sabotage; accident; riot or civil commotion; act of war; fire or other casualty; legal requirements including those promulgated by governmental entities; or any other causes beyond the reasonable control of either party.

(h) HAZARDOUS SUBSTANCES. Any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, asbestos, asbestos containing materials, lead, cyanide, DDT, acids, ammonium compounds and other chemical products and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any Environmental Law.

(i) MORTGAGE. Any mortgage, deed to secure debt. trust indenture or deed of trust which may now or later encumber or be a lien upon the Premises or any part thereof, or Landlord's interest therein, and any renewals, modifications, consolidations, replacements and extension of any of the foregoing.

(j) MORTGAGEE. The holder or beneficiary of a Mortgage.

(k) OPERATING EXPENSES. There are no Operating Expenses payable by Landlord which are to be paid or reimbursed by Tenant to Landlord under this Lease. All Operating Expenses shall be the responsibility of and payable by Tenant.

(l) TAKING. The taking of, or damage to, the Premises or any portion thereof, as the case may be, as the result of the exercise of any power of eminent domain, condemnation or purchase under threat thereof or in lieu thereof.

(m) TAKING DATE. The date on which any condemning authority takes physical possession of the Premises or any portion thereof, as the case may be.

(n) TENANT DELAY. A delay in Landlord's timely performance of an obligation of Landlord under this Lease caused directly by an act or omission (where Tenant has a duty to act under this Lease) of Tenant, or its directors, officers, employees, agents, contractors and subcontractors.

ARTICLE II
LEASE AND ACCEPTANCE OF THE DEMISED PREMISES; TENANT IMPROVEMENTS AND ALLOWANCE

2.01. LEASE OF PREMISES. Landlord represents to Tenant that Landlord is the owner of the Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby accepts the Premises from Landlord, upon the terms and conditions set forth in this Lease. Tenant shall have access to the Premises 24 hours a day, 7 days a week and 365 days per year during the Term, including the Extension Term, if exercised.

2.02. CONDITION OF PREMISES. Except as expressly provided in this Lease to the contrary, the Premises is leased to Tenant "as is." Landlord represents that, as of the Commencement Date, (a) the Premises shall be ready for Tenant's exclusive and immediate occupancy; and (b) Tenant's access to the Premises shall be reasonably secure and unimpeded. Tenant agrees that neither Landlord nor any agent, employee or representative of Landlord has made any representations or warranties, express or implied, with respect to the Premises, the condition thereof or the fitness thereof for the Permitted Use, except as may be expressly set forth in this Lease.

2.03 RIGHTS RESERVED TO LANDLORD. Landlord reserves the right enter upon the Premises from time to time at reasonable times and with reasonable prior notice (except in cases of emergency) to: (i) examine, inspect and protect the Premises; (ii) make any repairs, replacements or alterations which Landlord may be required to perform under this Lease, or which Landlord may deem desirable for the Premises provided the same shall be at Landlord's sole cost and expense; (iii) exhibit the Premises to prospective purchasers or Mortgagees; or (iv) exhibit the same to prospective tenants during the last six (6) months of the Term; provided, however, none of the foregoing shall materially interfere with Tenant's use and occupancy of the Premises.

No exercise of any of the foregoing rights by Landlord shall give rise to any claim for damages against Landlord, entitle Tenant to any abatement of or offset against Rent, or constitute an actual or constructive eviction of Tenant; provided that Landlord shall not exercise any of the foregoing rights in a manner which would materially deprive Tenant of the benefit and enjoyment of the Premises for the Permitted Use.

ARTICLE III
PAYMENT OF BASE RENT, SUPPLEMENTAL RENT AND ADDITIONAL RENT

3.01 RENT. Tenant agrees to pay all Rent to Landlord at Landlord's Notice Address, in accordance with Section 1.01(c).

3.02 INSURANCE. Tenant shall pay all reasonable property casualty insurance premiums (with commercially reasonable deductibles) for the Premises for each calendar year during the Term (equitably prorated for partial years)..

3.03 INTEREST/LATE FEE. In the event any monthly installment of Base Rent, Supplemental Rent or Additional Rent is not paid within ten (10) days of the date when due, Tenant shall pay a late charge in an amount equal to 2% of the then delinquent installment (a "Late Charge").

ARTICLE IV
ALTERATIONS

4.01 ALTERATIONS. Landlord hereby consents in advance to Tenant's demolition and removal of the presently existing buildings and improvements constructed on the Premises, to include without limitation the maintenance shed, on-course bathrooms, pro shop and cart barn; and Tenant shall be free to demolish, construct, maintain, repair, restore and replace, from time to time and as Tenant in its sole discretion determines advisable, any improvements to the Premises which it desires, of any nature, so long as consistent with the Permitted Use. Tenant shall have unfettered discretion to determine the nature and extent of any improvements to the Premises it determines desirable, so long as consistent with the Permitted Use.

4.02 MECHANICS' LIENS. Prior to any construction the Tenant, its Contractor and Sub-Contractors shall provide a payment security bond to cover any construction satisfactory to the Landlord. If any mechanic's, materialman's or similar lien is filed against the Premises as a result of any work or act of Tenant, its contractors or agents, Tenant shall cause the discharge of the lien within thirty (30) days after the filing of the lien; or within such thirty (30) days after the filing of the lien Tenant shall file a bond, letter of credit or other security sufficient to indemnify Landlord from and against such lien, provided that Tenant diligently contests such lien thereafter. If Tenant shall fail to cause the discharge of the lien, or to provide such security against such lien, Landlord may, after

ten (10) days' written notice to Tenant, but shall not be obligated to, bond or pay the lien or claim for the account of Tenant without inquiring into the validity thereof. In such event Tenant shall promptly reimburse Landlord the amount so advanced or the actual costs and incurred expenses of such bond. Landlord shall have the right, subject to applicable state law, to post a notice in the Premises disclaiming any liability for payment for any alterations performed by persons or entities other than Landlord or its contractors, and/or for any liens arising in connection therewith, and Tenant agrees not to disturb any such notice. The Tenant herein shall not have any authority to create any liens for labor or material on the Landlord's interest in the above described property and all persons contracting with the Tenant for the destruction or removal of any building or for the erection, installation, alteration, or repair of any building or other improvements on the above described premises and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look to the Tenant and to the Tenant's interest only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this Lease.

ARTICLE V
TENANT'S OBLIGATIONS

5.01. REPAIRS AND MAINTENANCE BY TENANT. Tenant shall perform, at its expense, all maintenance, repairs and replacements of and to any improvements now existing or hereafter constructed on the Premises, including without limitation interior as well as exterior improvements such as any roof, interior or exterior wall, window, screen, awning, door, including overhead doors, pipes, machinery, electrical wiring, and other fixtures or utilities located within and exclusively serving the Premises (excluding the Building Systems) which are necessary or desirable to keep the Premises and such fixtures, utilities and equipment in good order and repair and in a clean, sanitary, safe and tenantable condition, including without limitation replacing all broken glass with glass of the same quality. Tenant shall also be responsible for the reasonable upkeep and landscaping of the exterior areas in which the Premises are situate, including any replacements or upgrades thereto.

5.02. USE. Tenant shall use the Premises only for the Permitted Use and observe and, except as set forth in this Lease, comply promptly, at its expense, with all present and future laws, codes, ordinances, regulations, governmental-requirements and insurance requirements relating to or affecting the use or occupancy of the Premises by Tenant for Tenant's specific use. Tenant shall not: cause any nuisance in or on the Premises or commit any intentional physical waste in or on the Premises; or do anything in or on the Premises which would materially increase the existing rate of insurance on the constructed improvements at the Premises or any portion thereof or cause any cancellation of any insurance policy covering the Premises or any portion thereof.

5.03 SURRENDER; HOLDING OVER. Upon the expiration of the Term or earlier termination thereof, Tenant shall peacefully and quietly quit and surrender the Premises to Landlord in the condition required by this Lease, reasonable wear and tear excepted. In the event Tenant remains in possession of the Premises after the expiration or termination of this Lease and without the execution of a new lease, then Tenant shall be deemed to be occupying the Premises as a tenant at sufferance only, subject to all conditions, provisions and obligations of this Lease, and the monthly Rent, Supplemental Rent and Additional Rent in effect immediately prior to the expiration or termination of the Term (or the last prior renewal period if renewed) shall be payable in full for each month of such holdover, without proration. Landlord may, at Landlord's option, impose rent at the rate of 110% of the Rent during the last month of the Term for such holdover period (the "Holdover Rent"). Notwithstanding anything to the contrary in this Lease, Tenant shall not be liable to Landlord for any damages other than the Holdover Rent, including, without limitation, consequential damages or punitive damages.

5.04 UTILITIES. Tenant shall contract directly with the applicable service providers for any electric, gas, water, sewer, telecommunications, and any other utility service furnished to the Premises during the Term. Tenant shall pay when due all charges for electricity, heat, air conditioning, water, gas, fuel, sewage usage, garbage disposal, refuse removal, telephone and any other utility service furnished to the Premises during the Term.

5.05 SIGNS. Tenant, at Tenant's sale cost and expense, shall have the right to install such exterior signage as Tenant may desire. Such installation shall be in compliance with applicable statutes, regulations and ordinances. Tenant shall remove such sign at the expiration or termination of this Lease, whichever occurs earlier. Tenant shall repair any damages arising from the installation, maintenance or removal of such sign.

5.06 COMPLIANCE. Tenant shall comply with all environmental laws, building codes and zoning codes.

ARTICLE VI
ENVIRONMENTAL AND ADA COMPLIANCE

6.01 ENVIRONMENTAL.

(a) Neither party shall, and shall not permit its officers, agents, employees, contractors, subtenants, licensees or invitees to, transport, store, handle, warehouse, use, generate, treat, dispose of or release any Hazardous Substances in or on the Premises.

(b) Paragraph (a) of this Section 6.01 shall not be deemed to prohibit the incidental storage or use of Hazardous Substances in the ordinary course of Tenant's Permitted Use, provided that the nature, quantity and manner of storage or use of such Hazardous Substances are such as do not require any permit, license or other governmental approval under applicable Environmental Laws, such storage or use is in strict compliance with all applicable Environmental Laws, and all such Hazardous Substances shall be removed from the Premises, at Tenant's expense, on or before the expiration or termination of this Lease; however, if at any time during the Term any contamination of the Premises by Hazardous Materials shall occur where such contamination is caused by the act or omission of Tenant or Tenant's officers, agents, employees, contractors, subtenants, licensees or invitees then Tenant, at no expense to Landlord, shall promptly and diligently remove, or have removed promptly and diligently, such Hazardous Materials from the Premises and the groundwater, to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in the State of South Carolina.

(c) Landlord and Tenant shall immediately notify each other if at any time during the Term (i) either party becomes aware of any spill, disposal, water contamination, discharge or other release of any Hazardous Substance in or on the Premises, however caused; or (ii) either party receives any written notice of investigation, notice of potentially responsible person status, request for information, demand for response action, or other inquiry, request or demand, however identified, from any federal, state or local governmental agency or entity with respect to any activity on or condition of the Premises that affects or allegedly affects the environment.

(d) If it is discovered that a Hazardous Substance exists in or on the Premises as a result of Tenant's actions, then Tenant shall remove such Hazardous Substance or contamination using commercially reasonable efforts following notice thereof from Landlord, such removal to be performed in compliance with all applicable Environmental Laws. If Tenant does not take commercially reasonable steps to begin the remediation of the Hazardous Substances within thirty (30) days after notice from Landlord or a third-party, Landlord shall have the right to enter the Premises and remove the Hazardous Substance and charge Tenant with the actual, incurred cost of removal, which amount shall be payable within thirty (30) days after receipt of an invoice from Landlord.

(f) Tenant agrees to indemnify, defend and hold the landlord harmless from and against any actual loss, damage, liability, costs and expenses, including remediation costs, expert costs, consultant costs, attorneys' fees and other legal costs, to the extent arising out of or in any manner related to the generation, transportation, treatment, storage, handling, use, disposal or release of any Hazardous Substances in, on or from the Premises by the indemnifying party, or the officers, agents, employees, contractors, subtenants, licensees or invitees of the indemnifying party. This indemnity shall survive the expiration or termination of this Lease, or the assignment of this Lease by Tenant. Landlord represents to Tenant that, to the best of Landlord's knowledge no Hazardous Substances in reportable quantities are located on, under or about the Premises at the time of this Lease commencement.

6.02 ADA COMPLIANCE. Tenant acknowledges that it will bear sole responsibility for insuring that any improvements it constructs upon the Premises (i) are in compliance with all municipal codes and (ii) are not in violation of any applicable laws, regulations or ordinances, including the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12-101 et seq.) (the "ADA") and regulations and guidelines promulgated thereunder. Tenant further agrees that it will hold Landlord harmless against any claims which may arise out of Tenant's failure to

comply with the ADA. Such indemnification shall include, but is not necessarily limited to, reasonable attorney's fees, court costs and judgments or monetary damages arising from such claims. In addition, Tenant will advise Landlord in writing of any such actual or threatened claim(s) and of any governmental or regulatory actions or investigations initiated or threatened regarding noncompliance with the ADA and relating to any portion of the Premises, within ten (10) days following notice thereof.

ARTICLE VII
TRANSFER OF INTEREST, PRIORITY OF LIEN

7.01. ASSIGNMENT OR SUBLEASE BY TENANT. This Lease is personal to Tenant. Therefore, without the prior written consent of Landlord and except as set forth in this Article VII, Tenant may not, voluntarily or involuntarily, by operation of law or otherwise, assign, mortgage, pledge or otherwise transfer or encumber this Lease or any interest therein, or sublease the whole or any part of the Premises. Notwithstanding the foregoing, Tenant may assign this Lease or sublet all or any portion of the Premises to any of the following (each being a "Permitted Transferee") with the prior consent of Landlord (each, a "Permitted Transfer") but upon ten (10) days' prior written notice to Landlord: (a) any entity controlled by Tenant, or under common control with Tenant or (b) any entity in which or with which Tenant is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of municipal entities.

7.02. TRANSFER OF LANDLORD'S INTEREST. Landlord's interest, together with its fee title to the Premises, shall be freely transferrable.

7.03. TENANT'S ESTOPPEL CERTIFICATE. Within ten (10) business days after each request by Landlord, Tenant shall deliver a certificate to Landlord, in writing, acknowledged and in proper form for recording. Each certificate shall be certified to Landlord, any Mortgagee, any assignee of any Mortgagee, any purchaser, or any other person specified by Landlord. Each certificate shall contain the following information certified by the person executing it on behalf of Tenant: (i) whether Tenant is in possession of the Premises; (ii) whether this Lease is in full force and effect (including any modifications of this Lease); (iii) whether Landlord is in Default under this Lease in any respect; (iv) whether there are then any claimed defenses against the enforcement of any right or remedy of Landlord, or any duty or obligation of Tenant (and if so, specifying the same); (v) the dates, if any, to which any Rent or other charges have been paid in advance; and (vi) any other information reasonably requested by Landlord. Within ten (10) business days after each request by Tenant, Landlord shall deliver a similar certificate to Tenant.

ARTICLE VIII
CASUALTY

8.01. WAIVER OF SUBROGATION. Landlord and Tenant hereby release each other and each other's officers, directors, partners, employees and agents from liability or responsibility for any loss or damage to property covered by any property insurance required to be carried by such party pursuant to this Lease or any other property insurance actually carried by such party to the extent of the limits of such policy. This release shall apply not only to liability and responsibility of the parties to each other, but shall also extend to liability and responsibility for anyone claiming through or under the parties by way of subrogation or otherwise. This release shall apply even if the fire or other casualty shall have been caused by the fault or negligence of a party or anyone for whom a party may be responsible. This release shall not apply to loss or damage unless the loss or damage occurs during the times the applicable insurance policy contains a clause or endorsement to the effect that any release shall not adversely affect or impair the policy or prejudice the right of the insured to recover thereunder. Landlord and Tenant each agree that any property insurance policies covering the Premises or their contents shall include this clause or endorsement. Nothing in this Section 8.03 shall be construed to impose any other or greater liability upon either Landlord or Tenant than would have existed in the absence of this Section 8.03.

ARTICLE IX
CONDEMNATION

9.01 TOTAL OR SUBSTANTIAL TAKING OF DEMISED PREMISES. If all of the Premises shall be subject to a Taking, except for a Temporary Taking (as defined hereinafter), this Lease shall be terminated automatically as of the day prior to the Taking Date. If a Substantial Taking (as defined hereinafter) shall occur and such Substantial Taking renders the Premises unsuitable for the Permitted Use, then Tenant may, in Tenant's sole discretion, terminate this Lease by giving notice to the Landlord within thirty (30) days after the Taking Date, and such termination shall be effective as of the day prior to the Taking Date. "Substantial Taking" shall mean a Taking of the Premises that constitutes ten percent (10%) or more of the Premises or access to the Premises. Landlord shall give Tenant notice immediately following Landlord's receipt of a notice of Taking or a Substantial Taking.

9.02. ABATEMENT AND RESTORATION. If a Taking or a Substantial Taking, except for a Temporary Taking, and this Lease is not terminated under Section 9.01, then (i) Rent, Supplemental Rent and Additional Rent shall be reduced in the proportion that the area so taken bears to the entire area of the Premises; and (ii) Tenant shall restore the remaining portion of the Premises to the extent practical, to render it reasonably suitable for the Permitted Use, as reasonably determined by Tenant.

ARTICLE X
INDEMNITY AND INSURANCE

10.01. INDEMNIFICATION BY TENANT. Tenant shall indemnify, defend and hold Landlord harmless from and against all actual liabilities, losses, damages, claims, fines, penalties, costs and expenses, including reasonable attorneys' fees and other legal costs, which may be imposed upon, incurred by or asserted against Landlord to the extent by reason of all or any of the following, except to the extent caused by the negligence or willful misconduct of Landlord, its agents or employees: (a) personal injury, death or property damage occurring in the Premises, (b) any gross negligence or willful misconduct on the part of Tenant, its employees, agents, contractors, subtenants, licensees or invitees in or on the Premises, and (b) Tenant's breach of this Lease. The provisions of this Section 10.01 shall survive the expiration or termination of this Lease.

10.03. TENANT'S INSURANCE.

(a) Throughout the Term and the Extension Term, if exercised, Tenant shall provide and maintain an all risk form property insurance policy, to include environmental risk coverage, on all of Tenant's Improvements, Alterations, Material Alterations, fixtures, equipment, machinery, improvements, furniture and personal property, in the amount of the full replacement cost thereof, including coverage against, without limitation, sprinkler and water damage. The Landlord shall be named as an insured on said policy. Evidence of such policy will be provided to Landlord on request.

(b) Throughout the Term, Tenant shall provide and maintain a policy of commercial general liability insurance with respect to the Premises, written on an "occurrence" basis, with a combined single limit per occurrence of at least $1,000,000.00, and a general aggregate limit of at least $2,000,000.00, and including without limitation, personal injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease if insured under a standard Commercial General Liability Program. Tenant's liability insurance policy shall name Landlord, any Mortgagee, Landlord's management company, and any designee of Landlord as additional insureds. The policy shall be written by an insurance company licensed to do business in South Carolina and reasonably satisfactory to Landlord. Evidence of such policy will be provided to Landlord on request.

(c) All insurance policies required to be carried under this Lease by or on behalf of Tenant shall provide, and Tenant shall provide Landlord with certificates stating that, unless Landlord and each other additional insured shall be given thirty (30) days' written notice of any cancellation or failure to renew or material change to the policies, as the case may be, (i) the insurance shall not be canceled and shall continue in full force and effect, (ii)

the insurance carrier shall not fail to renew the insurance policies for any reason, and (iii) no material change may be made in any insurance policy. As used in this Lease, the term "insurance policy" shall include any extensions or renewals of an insurance policy.

(d) At all times during the Term, Tenant will carry and maintain an all risk form property insurance policy covering the Tenant's Improvements constructed on the Premises in the amount of the full replacement cost thereof.

ARTICLE XI
COVENANT OF QUIET ENJOYMENT

11.01. Landlord covenants that, so long as Tenant shall not be in Default, Tenant shall during the Term peaceably and quietly occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

ARTICLE XII
DEFAULTS; REMEDIES

12.01. TENANT DEFAULTS. Each of the following events shall constitute a "Default" by Tenant:

(a) Tenant (i) makes an assignment for the benefit of creditors, (ii) files a petition in any court in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings with respect to Tenant, (iii) fails to cause any such petition described in (ii) filed against Tenant to be dismissed within ninety (90) days, (iv) applies for the appointment of a trustee or receiver for it or all or any portion of Tenant's property, or (v) fails to cause any receivership or trusteeship of Tenant's property to be set aside within ninety (90) days after such appointment;

(b) Tenant fails to pay any installment of Rent, Supplemental Rent or Additional Rent or any other charge required to be paid by Tenant under this Lease within ten (10) days after written notice to Tenant of such failure;

(c) Tenant fails to perform or observe any of its other obligations under this Lease and such failure continues for a period of thirty (30) days after written notice of such failure from Landlord to Tenant; provided, however, that if such failure cannot reasonably be cured within such 30-day period, a Default shall not exist hereunder if Tenant commences a commercially reasonable cure within such 30-day period and thereafter pursues such cure diligently to completion;

(d) Closure of the premises or cessation of use of the same as a public golf course for a consecutive period of twelve (12) months, except as may be necessary for maintenance or construction of improvements, or by reason of force majeure;

(e) Failure of the Tenant to commence restoration efforts within thirty-six (36) months following the Commencement Date on not less than nine (9) golf course holes, carrying on such work thereafter to a reasonable conclusion;

(f) Tenant ceases to be a municipal corporation

(g) Tenant ceases to be a municipal corporation located within the County of Florence; or

(h) The Premises ceases to be located wholly within the County of Florence.

12.02. LANDLORD DEFAULT. Landlord shall be in "Default" under this Lease if Landlord fails, whether by action or inaction, to timely comply with, or satisfy, any or an of the obligations imposed on Landlord under this Lease for a period of thirty (30) days after Tenant's delivery to Landlord of written notice of such Default as provided in this Lease, provided, however, that if the Default cannot, by its nature, be cured within such 30-day period, but Landlord commences and diligently pursues a cure of such Default promptly within such 30-day period

and thereafter pursues such cure diligently to completion within a period not to exceed sixty (60) days and so long as the failure or inability to promptly cure does not unreasonably interfere with Tenant's use of the Premises.

12.03. LANDLORDS' REMEDIES.

(a) Upon the occurrence of a Default, Landlord may, in addition to pursuing any other remedy available to Landlord under this Lease, at law or in equity, either (i) cancel and terminate this Lease, and this Lease shall not be treated as an asset of Tenant's bankruptcy estate, and such termination will not release Tenant from liability for all amounts as provided in subsection (c) hereof; or (ii) terminate Tenant's right to possession only without canceling, terminating or releasing Tenant's continued liability as set forth in subsection (b) hereof. Notwithstanding the fact that initially Landlord elects to terminate Tenant's right to possession only, Landlord shall have the continuing right to cancel and terminate this Lease at any time thereafter by giving written notice to Tenant.

(b) In the event Landlord elects to terminate Tenant's right to possession only, Landlord may, at Landlord's option, enter into the Premises and take and hold possession thereof in accordance with applicable law, without such entry into possession terminating this Lease, constituting an acceptance of surrender or releasing Tenant in whole or in part from Tenant's obligation to pay all amounts hereunder for the full stated Term. Upon such reentry, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, without Landlord becoming liable for any loss or damage which may be occasioned thereby. Such reentry may be conducted in any lawful manner. Upon and after entry into possession without termination of the Lease, Landlord shall use commercially reasonable effort to relet the Premises, for such time and upon such terms, as Landlord shall determine. Whether or not Landlord re-enters the Premises, upon the election by Landlord to terminate Tenant's right to possession, Tenant shall be liable to Landlord for (i) all reasonable, out-of-pocket attorneys' fees and other enforcement costs incurred by Landlord by reason of the Default or in connection with exercising any remedy hereunder; (ii) the unpaid installments of Rent, Supplemental Rent or Additional Rent or other unpaid sums which were due prior to such termination of right to possession, including interest and late payment fees, which sums shall be payable immediately; (iii) the installments of Rent, Supplemental Rent and Additional Rent and other sums falling due pursuant to the provisions of this Lease for the periods after termination of Tenant's right to possession during which the Premises remain vacant, including interest, which sums shall be payable as they become due hereunder; (iv) all reasonable, actual, out-of-pocket expenses incurred in reletting or attempting to relet the Premises including, without limitation, costs for leasing commissions, which shall be payable by Tenant as they are incurred by Landlord; and (v) while the Premises are subject to any new lease or leases made pursuant to this subsection (b), for the amount by which the monthly installments payable under such new lease or leases is less than the monthly installments for all Rent, Supplemental Rent and Additional Rent, which deficiencies shall be payable monthly.

(c) Notwithstanding Landlord's initial election to terminate Tenant's right to possession only, and notwithstanding any reletting without termination, Landlord, at any time thereafter, may elect to terminate this Lease, and to recover from Tenant (and Tenant agrees to pay on demand), in lieu of the amounts which would thereafter be payable pursuant to the foregoing subsection (b), but not in lieu of any amounts accruing prior to such election to terminate this Lease, as damages for loss of the bargain and not as a penalty, (i) an amount equal to the total of the Rent, Supplemental Rent and Additional Rent which would otherwise have been payable hereunder during the entire remaining Term, reduced by the then fair market rental value of the Premises for the same period, such net amount discounted to present value using an interest factor of five percent (5%) per annum over the applicable period of time and (ii) all reasonable, out-of-pocket expenses incurred by Landlord as a result of the Default including, without limitation, leasing commissions, reasonable attorneys' fees and other enforcement costs.

(d) In addition to the foregoing remedies, Landlord may (but shall not be obligated to) make any payment or do any act required in Landlord's judgment to cure the Default and charge the cost thereof to Tenant. Such amount shall be due and payable upon demand; however, the making of such payment or the taking of such action by Landlord shall not be deemed to cure the Default or to stop Landlord from pursuing any remedy to which Landlord would otherwise be entitled.

12.04. ADDITIONAL REMEDIES, WAIVERS, ETC. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No waiver of a Default shall extend to or affect any other Default or

impair any right or remedy with respect thereto. No action or inaction by either party shall constitute a waiver of a Default. The acceptance by Landlord of any Rent, Supplemental Rent, Additional Rent or other amounts, whether partial or full payment, shall not constitute an accord and satisfaction or a waiver of any Default. The acceptance of any Rent, Supplemental Rent or Additional Rent from any third party shall not constitute a waiver of any of the restrictions of Article VII. No waiver of a Default shall be effective against either party unless the same is in writing and is duly executed by an authorized representative of such party. The foregoing shall not apply to any Default that has been cured by Tenant.

ARTICLE XIII
MISCELLANEOUS

13.01. INTERPRETATION. If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. In the event that any provision of this Lease shall be declared by a court of competent jurisdiction to exceed the scope that such court deems reasonable and enforceable, then the court may modify this Lease to the scope deemed reasonable and enforceable by the court.

13.02. NOTICES. No notice, request, consent, approval, waiver or other communication under this Lease shall be effective unless the same is in writing and is mailed by registered or certified mail, or recognized national overnight courier such as Federal Express, postage or fees prepaid, addressed to each party at such party's Notice Address. Notices shall be deemed given effective on the date of mailing or deposit with the courier as provided in this Section.

13.03. SUCCESSORS AND ASSIGNS. Except as otherwise provided, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives and permitted assigns.

13.04. GOVERNING LAW. This Lease shall be governed by and construed according to the laws of the State of South Carolina.

13.05. AUTHORITY. Landlord and Tenant each represent and warrant to the other that it has full right and authority to enter into this Lease, and that the person signing on its behalf Tenant is authorized to do so.

13.06. FORCE MAJEURE. Except for Tenant's monetary obligations under this Lease, neither party shall be held responsible for delays in the performance of its obligations hereunder when caused by a Force Majeure event.

13.07. GENERAL. This Lease is not effective until execution by both Landlord and Tenant. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define. limit, construe or describe the scope or intent of any Section. Each party expressly agrees that, as a material consideration for the execution of this Lease, this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties and that there are, and were no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or the Premises or to expressly mentioned written extrinsic documents not incorporated in writing in this Lease.

13.08. RECORDING OF LEASE. Either Landlord or Tenant may record or file a notice of this Lease in the public records of the County of Florence.

13.10. BINDING EFFECT. The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefits of and the binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives except as otherwise herein expressly provided.

13.11. MODIFICATION. This Lease contains the entire agreement between the parties and no agreements shall be effective to change, modify, or terminate this Lease in whole or in part unless such is in writing and duly signed

by the party against whom enforcement of such change, modification or termination is sought. Landlord and Tenant acknowledge that they are not relying on any representation or promise of the other, except as may be expressly set forth in this Lease.

13.13 COUNTERPARTS. This Lease may be executed in any number of counterparts, including signature by electronic signature (which shall include portable document format (".PDF"), which shall be deemed to be an original and exchanged in .PDF or electronic form with all such counterparts (whether electronic or original) constituting one agreement.

[Reminder of page intentionally left blank.]

To evidence their agreement to the foregoing the parties have duly executed this GROUND LEASE as of the date first indicated above.

LANDLORD:

THE COUNTY OF FLORENCE

By: _____

TENANT:

THE CITY OF JOHNSONVILLE

By: _____

Etc.

Exhibit A – Legal Description of Leased Premises

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Johnsonville in the County of Florence, State of South Carolina, consisting of approximately 323.06 Acres, as shown and delineated as Parcel 1 on a plat prepared for Wellman, Inc. by Askins & Kellahan Engineers and Surveyors, Inc. dated October, 1986, last revised April 18, 2000, recorded in the Office of the Clerk of Court for Florence County, South Carolina, in Plat Book 73 at Page 458 and being more particularly described by reference to said plat which is incorporated herein by reference, together with all rights and obligations appurtenant thereto.

This conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat, affecting the within described property.

This conveyance specifically includes all right, title and interest of Grantor, if any, in and to lands subject to or underlying any highway, road, utility easement or waterway, crossing or adjacent to the property hereby conveyed.

This being the same property conveyed to Florence County by deed dated March 8, 2021 and recorded in the Office of the Clerk of Court for Florence County on March 9, 2021 in Deed Book 908 at Page 345.

TMS#s 441-05-051; 441-05-27; 441-05-018

LESS AND EXCEPT:

All that certain piece, parcel or lot of land with all improvements thereon, lying, being and situate in the City of Johnsonville, County of Florence, State of South Carolina, containing 4.08 Acres and being shown and delineated as Tract 1 on a map or plat of the same prepared by William N. Kellahan, Jr., R.L.S., dated March 21, 2007, revised April 3, 2007, and recorded in the office of the Clerk of Court for Florence County on December 3, 2007 in Plat Book 93 at Page 70. Said property is bounded and measures as follows: On the North by a Fifty (50) feet paved public Right-of-Way known as Country Club Drive for a distance of 214.14 feet; On the Northeast by remaining lands of, or formerly of, the Grantor herein, Johnsonville Golf, L.L.C., for a distance of 77.00 feet; On the East by remaining lands of, or formerly of, the Grantor herein, Johnsonville Golf, L.L.C., for a distance of 315.84 feet; Again on the North by remaining lands of, or formerly of, the Grantor herein, Johnsonville Golf, L.L.C., for a distance of 98.04 feet; Again on the East by remaining lands of, or formerly of, the Grantor herein, Johnsonville Golf, L.L.C., for a distance of 99.90 feet; On the Southeast by remaining lands of, or formerly of, the Grantor herein, Johnsonville Golf, L.L.C., for a distance of 112.41 feet; On the South by remaining lands of, or formerly of, the Grantor herein, Johnsonville Golf, L.L.C., for a combined distance of 259.30 feet, including a chord the length of 119.62 feet; On the Southwest by remaining lands of, or formerly of, the Grantor herein, Johnsonville Golf, L.L.C., for a distance of 70.73 feet; On the West by S.C. Highway 41/51 for a distance of 454.14 feet; and On the Northwest by the intersection of S.C. Highway 41/51 and Country Club Drive for a distance of

68.26 feet. For a more specific description of said property, reference is hereby made to the within described plat.

This being the same property conveyed unto Three Rivers Realty, Inc. by deed of Johnsonville Golf Course, L.L.C. dated November 29, 2007 and recorded in the Office of the Clerk of Court for Florence County on December 3, 2007 in Deed Book B150 at Page 1492.

TMS# 441-05-284

ALSO:

All that certain piece, parcel or lot of land lying, being and situate in the Town of Johnsonville, County of Florence, State of South Carolina containing 0.596 acres as shown and delineated on a map or plat of the same prepared for John M. Prosser, Jr. by William F. Cox, Jr., P.L.S., dated October 14, 2005 and recorded in the Office of the Clerk of Court for Florence County on December 9, 2005 in Plat Book 888 at Page 41, and re-recorded on September 1, 2006 in Plat Book 90 at Page 9, 2005 in Plat Book 88 at Page 41, and re-recorded on September 1, 2006 in Plat Book 90 at Page 40. Said property is bounded and measures as follows, to-wit: On the North by lands of or formerly of, Mark H. King, for a distance of 124.80 feet; On the East by lands of, or formerly of, R. George and Alda F. Dastou, for a distance of 216.37 feet; On the South by Country Club Drive for a distance of 95.03 feet; and On the West by an 80' Public Right-of-Way known as S.C. Highway 41/51 for a distance of 173.00 feet. Reference is hereby made to the above plat for a more specific description.

This being the same property conveyed unto Three Rivers Realty, Inc. by deed of Johnsonville Golf, LLC dated December 9, 2005 and recorded in the Office of the Clerk of Court for Florence County on December 9, 2005 in Deed Book A975 at Page 784, and subsequently re-recorded in the Office of the Clerk of Court for Florence County on September 1, 2006 in Deed Book B38 at Page 54.

TMS# 441-05-275

ALSO:

TRACT 1: All that certain piece, parcel or tract of land with the improvements thereon, lying, being and situate in the County of Florence, State of South Carolina, containing 6.8 acres and designated as Tract 1 on a Map or Plat of the same prepared by William F. Cox, Jr., P.L.S. of Lower Florence County Surveying, dated April 3, 2003, and recorded with the Clerk of Court's office for Florence County on October 14, 2003, in Plat Book 82 at Page 253. Said property measures and is bounded as follows: On the Northeast by Sixty Six (66') foot paved public right of way known as Persimmon Ford Road for a collective curved distance of 1101.20 feet; On the Southeast by remaining lands of, or formerly of, Johnsonville Golf, LLC for a distance of 353.54 feet; On the Southwest by remaining lands of, or formerly of, Johnsonville Golf, LLC for a collective distance of 938.93 feet; and On the Northwest by lands of, or formerly of, Johnsonville Realty Company for a distance of 220 feet. For a more specific description, reference is hereby made to the above plat.

TMS# 441-05-265

AND

TRACT 2: All that certain piece, parcel or tract of land with the improvements thereon, lying, being and situate in the County of Florence, State of South Carolina, containing 7.36 acres and designated as Tract 2 on a Map or Plat of the same prepared by William F. Cox, Jr., P.L.S. of Lower Florence County Surveying, dated April 3, 2003, and recorded with the Clerk of Court's office for Florence County on October 14, 2003, in Plat Book 82 at Page 253. Said property measures and is bounded as follows: On the Northeast by Sixty Six (66') foot paved public right of way known as Persimmon Ford Road for a collective curved distance of 1054.70 feet; On the Southeast by remaining lands of, or formerly of, DeJuan E. Hinson for a distance of 315.91 feet; On the Southwest by remaining lands of, or formerly of, Johnsonville Golf, LLC for a collective distance of 1294.04 feet; and On the Northwest by lands of, or formerly of, Johnsonville Golf, LLC for a distance of 335.01 feet. For a more specific description, reference is hereby made to the above plat.

TMS# 441-05-266

This being the same properties conveyed unto Michael G. Player by deed of Johnsonville Golf, LLC dated November 12, 2003 and recorded in the Office of the Clerk of Court for Florence County on November 12, 2003 in Deed Book A798 at Page 157.

ALSO

All that certain piece, parcel or tracts of land, located at the Johnsonville Country Club in the Johnsonville School District, in the City of Johnsonville, in Florence, South Carolina, designated as Tract "A", containing 66.080 Acres and Tract "A-1" containing 0.057 Acres, with Easement to Tract "A-1" containing 0.280 Acres, all as shown on the boundary survey plat for Persimmon Fields by B.P. Barber & Associates, Inc., Engineers and Surveyors, dated February 9, 2005 and recorded December 16, 2005 in Plat Book 88 at Page 65, Florence County Records. Reference is hereby made to the within described plat for a more complete and accurate description.

TMS# 441-05-274

AND

All that certain piece, parcel or tract of land located at the Johnsonville Country Club in the Johnsonville School District, in the City of Johnsonville, in Florence County, South Carolina, designated as Tract "B" containing 26.973 Acres, as shown on a plat surveyed for Persimmon Fields by William E. Smothers, Jr., PLS dated May 31, 2005 and recorded in the Office of the Clerk of Court for Florence County on December 16, 2005 in Plat Book 88 at Page 66. Reference is hereby made to the within described plat for a more complete and accurate description.

TMS# 441-05-274

This being the same properties conveyed unto Palmetto Lifestyles Communities, L.P. by Deed of Johnsonville Golf, LLC dated January 19, 2006 and recorded in the Office of the Clerk of Court for Florence County on January 25, 2006 in Deed Book A984 at Page 1367.

ALSO

All that certain piece, parcel or lot of land with any and all improvements thereon lying, being and situate in the Town of Johnsonville, County of Florence and State of South Carolina, containing 2.18 Acres as shown and delineated on that certain plat prepared for Three Rivers Realty, Inc. by William F. Cox, Jr., PLS, dated June 15, 2011 and recorded in the Office of the Clerk of Court for Florence County on July 14, 2011 in Plat Book 98 at Page 283. Said property is bounded and measures as follows: On the Northeast, North and Northwest by lands of or formerly of the Grantee herein, The Wellman At Persimmon Fields, LLC, for a distance of 442.08 fee, including a curved length; On the West by lands of or formerly of the Grantee herein, Three Rivers Realty, Inc., for a distance of 10.54 feet; Again on the North by lands of or formerly of the Grantor herein, The Wellman at Persimmons Fields, LLC, for a distance of 152.57 feet; On the East by lands of or formerly of the Grantor herein, The Wellman at Persimmon Fields, LLC, for a distance of 190.88 feet; On the South by lands of or formerly of the Grantor herein, The Wellman at Persimmon Fields, LLC, for a distance of 547.75 feet; Again on the West by a Seventy Five (75') foot paved public Right-of-Way known as S.C. Highway 41 & 51, also know as S. Georgetown Highway, for a distance of 213.32 feet;

This being the same property conveyed unto Three Rivers Realty, Inc. by deed of The Wellman Club at Persimmon Fields, LLC, dated July 15, 2011 and recorded in the Office of the Clerk of Court for Florence County on July 19, 2011 in Deed Book B360 at Page 741.

TMS# 441-05-298

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Ordinance No. 34-2020/21
Third Reading

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

[An Ordinance To Convey Approximately 0.328 Acres Of Property On Florence Harllee Boulevard At The Pee Dee Touchstone Energy Commerce Park Identified As Tract "3" On A Plat Prepared By Ervin Engineering Dated May 25, 2018 to 2570 Florence Harllee Boulevard, LLC.]

POINTS TO CONSIDER:

1. Florence County owns approximately 0.328 acres of property located on Florence Harllee Boulevard, Florence, SC, at Pee Dee Touchstone Energy Commerce Park Identified as Tract "3" on a plat prepared by Ervin Engineering dated May 25, 2018.

2. 2570 Florence Harllee Boulevard, LLC request Florence County convey the 0.328 acres in order to align their existing property with the roadway.

3. The right of way area was formerly utilized as a roundabout, which was abandoned years ago and the 0.328 acres of right of way is no longer needed by the County.

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

OPTIONS:

1. ***(Recommended)*** Approve Third Reading Of Ordinance No. 34-20/21.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 34-20/21.

Sponsor(s)	: Administration
Introduction	: May 20, 2021
Committee Referral	:
Committee Consideration Date	:
Committee Recommendation	:
Second Reading	: June 17, 2021
Public Hearing	: June 17, 2021
Third Reading	: July 15, 2021
Effective Date	:

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

ORDINANCE NO. 34-2020/21

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE TO CONVEY APPROXIMATELY 0.328 ACRES OF PROPERTY ON FLORENCE HARLLEE BOULEVARD AT THE PEE DEE TOUCHSTONE ENERGY COMMERCE PARK IDENTIFIED AS TRACT "3" ON A PLAT PREPARED BY ERVIN ENGINEERING DATED MAY 25, 2018 TO 2570 FLORENCE HARLLEE BOULEVARD, LLC.]

WHEREAS:

1. Florence County owns approximately 0.328 acres of property located on Florence Harllee Boulevard, Florence, SC, At The Pee Dee Touchstone Energy Commerce Park Identified as Tract "3" on a plat prepared by Ervin Engineering dated May 25, 2018; and

2. 2570 Florence Harllee Boulevard, LLC request Florence County convey the 0.328 acres in order to align their existing property with the roadway; and

3. The right of way area was formerly utilized as a roundabout, which was abandoned years ago and the 0.328 acres of right of way is no longer needed by the County; and

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

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

Section 1. Florence County owns 0.328 Acres of Right of Way on Harllee Boulevard at the Pee Dee Touchstone Energy Commerce Park Identified as Tract "3" on a Plat prepared by Ervin Engineering Dated May 25, 2018.

Section 2. 2570 Florence Harllee Boulevard, LLC has requested conveyance of the property and the County agrees to convey said property.

DRAFT

Section 3. The Florence County Administrator is authorized to execute the appropriate legal documents to convey title and/or right-of-way to 2570 Florence Harllee Boulevard, LLC for the 0.328 acres, pending review and approval of the documents by the County Attorney.

Section 4. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

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

ATTEST:

SIGNED:

_____
Connie Y. Haselden, Council Clerk

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

FLORENCE COUNTY COUNCIL MEETING

Thursday, July 15, 2021

AGENDA ITEM: Ordinance No. 02-2021/22
Introduction

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned Areas.; And Other Matters Related Thereto.] *(Planning Commission approved (7 to 0))*

POINTS TO CONSIDER:

1. The intent of this text amendment is to update the Florence County Ordinance to include all applicable references in Sec. 30-9. – Unzoned areas.

2. The current ordinance, without these alterations, does not list all applicable references in Sec. 30-9. – Unzoned areas, which makes it rather difficult for staff, as well as the general public, to interpret.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 02-2021/22 w/markup
2. Ordinance No. 02-2021/22 w/no markup
3. Staff Report for PC#2021-07

Sponsor(s) Department	:	Florence County Planning	I, _____ .
Planning Commission Consideration	:	June 22, 2021	Council Clerk, certify that this
Planning Commission Public Hearing	:	June 22, 2021	Ordinance was advertised for
Planning Commission Action	:	June 22, 2021[Approved 7-0]	Public Hearing on _____ .
First Reading/Introduction	:	July 15, 2021	
Committee Referral	:		
County Council Public Hearing	:		
Second Reading	:		
Third Reading	:		
Effective Date	:		

ORDINANCE NO. 02-2021/22

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned areas.; And Other Matters Related Thereto.]

WHEREAS:

1. The intent of this text amendment is to update the Florence County Ordinance to include all applicable references in Sec. 30-9. – Unzoned areas; and

2. The current ordinance, without these alterations, does not list all applicable references in Sec. 30-9. – Unzoned areas, which makes it rather difficult for staff, as well as the general public, to interpret.

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

1. The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned areas; shall be amended to read as follows:

Sec. 30-9. - Unzoned areas.

Unzoned areas of the county shall be subject to the requirements of ~~article~~ ARTICLE II ZONING DISTRICT REGULATIONS, ~~division~~ Division ~~34~~, FH, ~~flood~~ Flood ~~hazard~~ Hazard ~~districts~~District; ARTICLE III CONDITIONAL USE REGULATIONS, ~~section~~ Section 30-96, ~~manufactured~~ Manufactured home parks; Section 30-99, Temporary uses; ~~section~~ Section 30-105, ~~sexually~~ Sexually oriented businesses; ~~section~~ Section 30-111, ~~development~~ Development standards for unzoned areas; ~~section~~ Section 30-112, ~~special~~ Special use permit;~~and~~ ~~article~~ ARTICLE V, ~~signs~~ SIGN REGULATIONS; Section 30-202, Signs on private property; Section 30-205, Temporary signs on private property; and, Article VII GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory buildings and uses.

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(Ord. No. 33-2006/07, § 1.9, 6-7-07)

draft

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

ATTEST:

_____
Connie Y. Haselden, Council Clerk

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

SIGNED:

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

Sponsor(s) Department	:	Florence County Planning	I, _____.
Planning Commission Consideration	:	June 22, 2021	Council Clerk, certify that this
Planning Commission Public Hearing	:	June 22, 2021	Ordinance was advertised for
Planning Commission Action	:	June 22, 2021[Approved 7-0]	Public Hearing on _____.
First Reading/Introduction	:	July 15, 2021	
Committee Referral	:		
County Council Public Hearing	:		
Second Reading	:		
Third Reading	:		
Effective Date	:		

ORDINANCE NO. 02-2021/22

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned Areas.; And Other Matters Related Thereto.]

WHEREAS:

1. The intent of this text amendment is to update the Florence County Ordinance to include all applicable references in Sec. 30-9. – Unzoned areas; and

2. The current ordinance, without these alterations, does not list all applicable references in Sec. 30-9. – Unzoned areas, which makes it rather difficult for staff, as well as the general public, to interpret.

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

1. The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned areas; shall be amended to read as follows:

Sec. 30-9. - Unzoned areas.

Unzoned areas of the county shall be subject to the requirements of ARTICLE II ZONING DISTRICT REGULATIONS, Division 4, FH, Flood Hazard District; ARTICLE III CONDITIONAL USE REGULATIONS, Section 30-96, Manufactured home parks; Section 30-99, Temporary uses; Section 30-105, Sexually oriented businesses; Section 30-111, Development standards for unzoned areas; Section 30-112, Special use permit; ARTICLE V, SIGN REGULATIONS; Section 30-202, Signs on private property; Section 30-205, Temporary signs on private property; and, Article VII GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory buildings and uses.

(Ord. No. 33-2006/07, § 1.9, 6-7-07)

draft

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

ATTEST:

_____
Connie Y. Haselden, Council Clerk

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

SIGNED:

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
JUNE 22, 2021
PC#2021-07

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned areas.

APPLICANT: Florence County

STAFF RECOMMENDATION:
Approve as submitted.

Staff Analysis:
The intent of this text amendment is to update the Florence County Ordinance to include all applicable references in Sec. 30-9. – Unzoned areas.

The current ordinance, without these alterations, does not list all applicable references in Sec. 30-9. – Unzoned areas, which makes it rather difficult for staff, as well as the general public, to interpret.

The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned areas. shall be amended to read as follows:

Sec. 30-9. - Unzoned areas.

Unzoned areas of the county shall be subject to the requirements of ~~article~~ ARTICLE II ZONING DISTRICT REGULATIONS, ~~division~~ Division ~~3~~4, FH, ~~flood~~ Flood ~~hazard~~ Hazard ~~districts~~District; ARTICLE III CONDITIONAL USE REGULATIONS, ~~section~~ Section 30-96, ~~manufactured~~ Manufactured home parks; Section 30-99, Temporary uses; ~~section~~ Section 30-105, ~~sexually~~ Sexually oriented businesses; ~~section~~ Section 30-111, ~~development~~ Development standards for unzoned areas; ~~section~~ Section 30-112, ~~special~~ Special use permit;~~and article~~ ARTICLE V, ~~signs~~ SIGN REGULATIONS; Section 30-202, Signs on private property; Section 30-205, Temporary signs on private property; and, Article VII GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory buildings and uses.

(Ord. No. 33-2006/07, § 1.9, 6-7-07)

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
JUNE 22, 2021
PC#2021-07

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned areas.

APPLICANT: Florence County

STAFF RECOMMENDATION:
Approve as submitted.

Staff Analysis:
The intent of this text amendment is to update the Florence County Ordinance to include all applicable references in Sec. 30-9. – Unzoned areas.

The current ordinance, without these alterations, does not list all applicable references in Sec. 30-9. – Unzoned areas, which makes it rather difficult for staff, as well as the general public, to interpret.

The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. - ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. - Unzoned areas. shall be amended to read as follows:

Sec. 30-9. - Unzoned areas.

Unzoned areas of the county shall be subject to the requirements of ARTICLE II ZONING DISTRICT REGULATIONS, Division 4, FH, Flood Hazard District; ARTICLE III CONDITIONAL USE REGULATIONS, Section 30-96, Manufactured home parks; Section 30-99, Temporary uses; Section 30-105, Sexually oriented businesses; Section 30-111, Development standards for unzoned areas; Section 30-112, Special use permit; ARTICLE V, SIGN REGULATIONS; Section 30-202, Signs on private property; Section 30-205, Temporary signs on private property; and, Article VII GENERAL AND ANCILLARY REGULATIONS, Section 30-246, Accessory buildings and uses.

(Ord. No. 33-2006/07, § 1.9, 6-7-07)

Florence County Planning Commission Action June 22, 2021:
Seven Planning Commission members voted 7 to 0 to approve the proposed text amendment.

Florence County Planning Commission Recommendation:
Florence County Planning Commission recommends approval of the request to the Florence County Council to amend the Florence County Code of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE I. – ESTABLISHMENT, PURPOSE, RULES FOR THE INTERPRETATION OF ZONING DISTRICTS, AND ZONING ANNEXED PROPERTY. Sec. 30-9. – Unzoned areas.

FLORENCE COUNTY COUNCIL MEETING
Thursday, July 15, 2021

AGENDA ITEM: Ordinance No. 03-2021/22
Introduction

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Rezone Property Owned By EEZ Properties-Emevasha Davis To Change The Zoning Designation For The Property Of Tax Map Number 70012, Block 13, Parcel 009 Located At 115 North Brockington Street, Timmonsville From R-3, Single-Family Residential District, To B-3, General Commercial District; And Other Matters Related Thereto.] *(Planning Commission approved 7 to 0; Council District 4)*

POINTS TO CONSIDER:

1. This map amendment was requested by EEZ Properties-Emevasha Davis, the property owners.

2. The subject property is currently residential and zoned R-3, Single-Family Residential District and B-3, General Commercial District is the desired zoning designation for the parcel.

3. Surrounding land uses consist of Residential and Institutional (Religious).

4. Town of Timmonsville's Position – Not Opposed.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 03-2021/22
2. Staff report for PC#2021-08
3. Zoning Map
4. Aerial Map

Sponsor(s) Department	:	Florence County Planning	I, _____.
Planning Commission Consideration	:	June 22, 2021	Council Clerk, certify that
Planning Commission Public Hearing	:	June 22, 2021	this Ordinance was
Planning Commission Action	:	June 22, 2021[Approved 7-0]	advertised for Public
First Reading/Introduction	:	July 15, 2021	Hearing on _____
Committee Referral	:		
County Council Public Hearing	:		
Second Reading	:		
Third Reading	:		
Effective Date	:		

ORDINANCE NO. 03-2021/22

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By EEZ Properties-Emevasha Davis To Change The Zoning Designation For The Property Of Tax Map Number 70012, Block 13, Parcel 009 Located At 115 North Brockington Street, Timmonsville From R-3, Single-Family Residential District, To B-3, General Commercial District; And Other Matters Related Thereto]

WHEREAS:

1. This map amendment was requested by EEZ Properties-Emevasha Davis, the property owners; and
2. The subject property is currently residential and zoned R-3, Single-Family Residential District and B-3, General Commercial District is the desired zoning designation for the parcel; and
3. Surrounding land uses consist of Residential and Institutional (Religious).

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

1. Property Located At 115 North Brockington Street, Timmonsville, SC, As Shown On Florence County Tax Map No. 70012, Block 13, Parcel 009; Consisting Of Approximately 0.616 Acres Be Rezoned From R-3, Single-Family Residential District, To B-3, General Commercial District.

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

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

ATTEST:

_____
Connie Y. Haselden, Council Clerk

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

SIGNED:

_____
Willard Dorriety, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

draft

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
TUESDAY, June 22, 2021
PC#2021-08

SUBJECT:	Rezoning Request From R-3, Single-Family Residential District, To B-3, General Commercial District.
LOCATION:	115 Brockington Street, Timmonsville, SC
TAX MAP NUMBER:	70012, Block 13, Parcel 009
COUNCIL DISTRICT(S):	4; County Council
OWNER OF RECORD:	EEZ Properties-Emevasha Davis
APPLICANT:	EEZ Properties-Emevasha Davis
LAND AREA:	Approximately .616 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 residential and zoned R-3, Single-Family Residential District.

2. Proposed Land Use and Zoning:
   The proposal is to rezone the subject property to B-3, General Commercial District.
   The Future Land Use designation is Residential Preservation.

3. Surrounding Land Use and Zoning:
   North: Timmonsville, Single-Family Residential - B-3, R-3
   South: Timmonsville, Multi-Family Residential - R-3, B-4
   West: Timmonsville, Institutional (Religious), - B-4, R-3
   East: Timmonsville, Single-Family Residential - R-3

4. Transportation Access and Circulation:
   Present access to the property is by way of Brockington Street and Byrd Street.

5. Traffic Review:
   The rezoning of this property will have a minimal effect on traffic flow for the area, based on the data analyzed during staff review.

6. Chapter 30-Zoning Ordinance
   The intent of the B-3, General Commercial District is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and the larger region in which it holds a central position.

FLORENCE COUNTY COUNCIL MEETING:

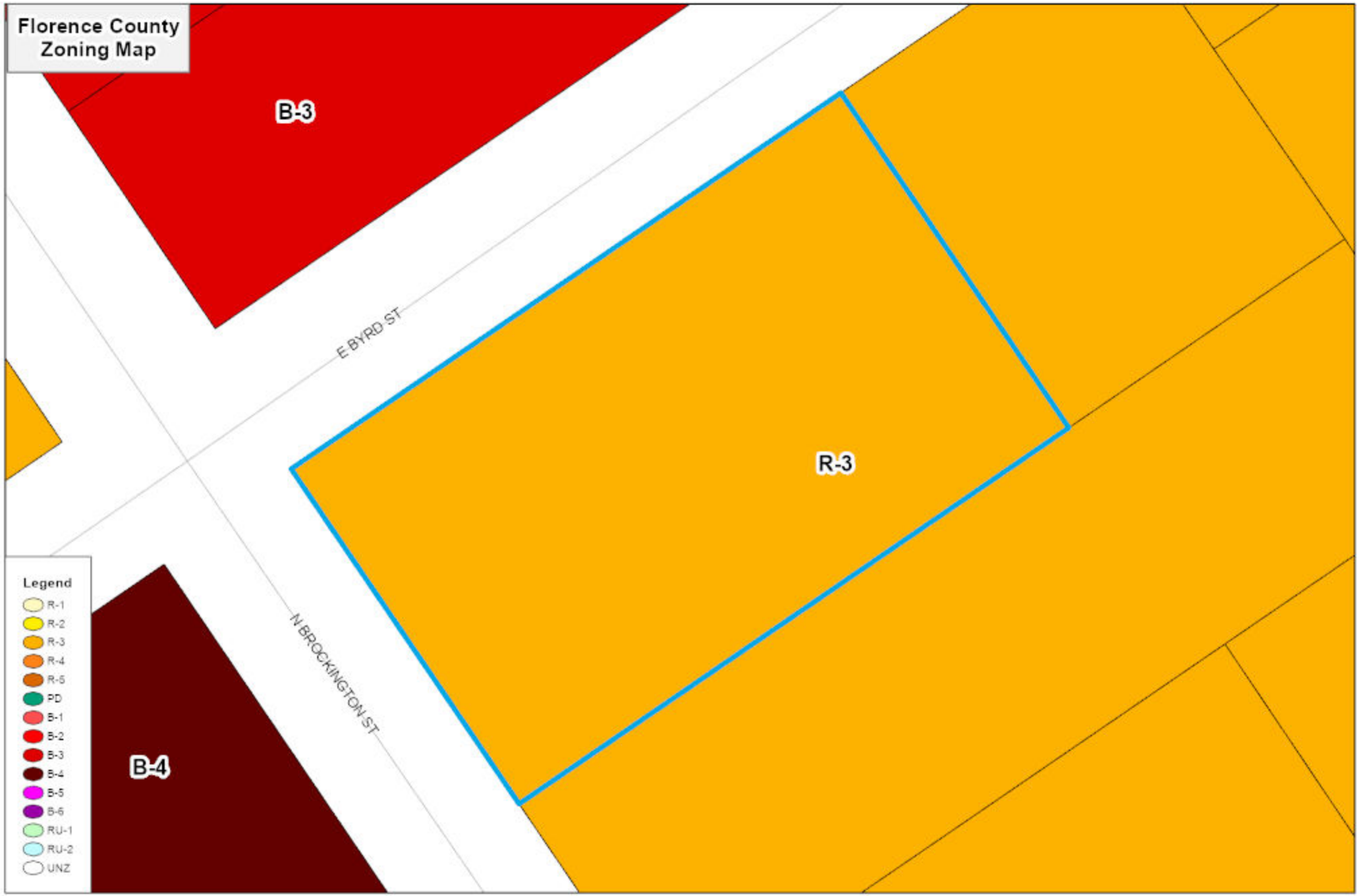
This item is tentatively scheduled to appear for introduction on the agenda on Thursday, July 15, 2021 at 9:00 a.m. in room 803 of the County Complex, 180 North Irby Street, Florence.

FLORENCE COUNTY PLANNING COMMISSION ACTION - JUNE 22, 2021:

Seven Planning Commission members voted 7 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 at 115 North Brockington Street, Timmonsville, SC, from Single-Family Residential District (R-3) to General Commercial District (B-3).



Florence County
Planning Department
Meeting Date:
06/22/2021

Council District 4
PC#2021-08

Florence County
Planning Department
Meeting Date:
06/22/2021

Council District 4
PC#2021-08

222

FLORENCE COUNTY COUNCIL MEETING

July 2, 2021

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Asked To Approve The Appointment Of Myron Frieson To Serve On The City-County Memorial Stadium Commission, To Represent Florence County (Seat 8) With Appropriate Expiration Term.

ATTACHMENTS:
List of current County appointees to the City-County Memorial Stadium Commission.

FLORENCE CITY-COUNTY MEMORIAL STADIUM COMMISSION

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

APPOINTED BY: **County Council**

MEMBERSHIP ROSTER

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

SEAT	APPOINTEE	APPOINTING AUTHORITY	TERM TO EXPIRE
1	Chappel Jones 811 Mohawk Drive Florence, SC 29501	City Council 669-5000	11-2024
2	Derek Urquhart 507 Juanita Drive Florence, SC 29501 durquhart@mcleodhealth.org	City Council 843.629.1688	11-2021
3	Vacant	School District #1	11-2021
4	Gerald D. Holley 612 Grove Park Drive Florence, SC 29501	School District #1 662-7783 - H 669-4141 - O	11-2017
5	Michael W. Richey Post Office Box 5331 (American Legion address) Florence, SC 29501	American Legion	11-2022
6	George Rigby 712 Briarleigh Road Florence, SC 29501	American Legion 206-5677	11-2024

7	Thomas Steven Reaves 408 Trailwood Dr. Florence, SC 29505	County Council 662-0566	11-2022
8	Vacant	County Council	11-2024

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

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Boards & Commissions
Economic Development Partnership Board

DEPARTMENT: County Council
Councilman Kent C. Caudle

ISSUE UNDER CONSIDERATION:
Approve The Appointment Of Mary Dittman To Serve On The Economic Development Partnership Board, Representing Council District 5 With Appropriate Expiration Term.

ATTACHMENTS:
1. List of current County appointees to the Economic Development Partnership Board.

FLORENCE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP

AUTHORITY: **Ordinances #4-81/82 and #7-81/82 #4-91/92, #10-98/99 and #32-99/2000 and #20-2013/14**

APPOINTED BY: **County Council**

The Economic Development Partnership shall consist of a total of up to twenty-six (26) members. Nine (9) of the voting members shall be appointed by County Council, with one (1) member representing each County Council district. Terms are for four (4) years.

MEMBERSHIP ROSTER

SEAT	COUNCIL DISTRICT	APPOINTEE	TERM TO EXPIRE
1	1	Henry Johnson 711 Rivers Street Lake City, SC 29560	6/2024
2	2	Sam Tuten 4328 Mill House Road 687.1506 Johnsonville, SC 29555	6/2023
3	3	Terry Dingle Director of Internal Relations 661-8321 Florence-Darlington Technical College Post Office Box 100548 Florence, South Carolina 29502	6/2023
4	4	Jeff Helton 346-8000 Honda of South Carolina Mfg. Inc. 1111 Honda Way Timmonsville, SC 29161-9421	6/2005
5	5	Henry W. Swink 6615 S. Irby St. 662.2223 (O) Effingham, SC 29541	6/2021

SEAT	COUNCIL DISTRICT	APPOINTEE	TERM TO EXPIRE
6	6	Joe W. “Rocky” Pearce, Jr. 1945 W. Palmetto St., Ste 105 (29501) P O Box 2270 669-9846 - O Florence, SC 29503	6/2021
7	7	Odell Spears Spears Masonry 661-0890 - H P O Box 15208 Quinby, SC 29506	6/2025
8	8	Ken Jackson 2147 Hoffmeyer Rd. 667-0233 Florence, SC 29501	6/2019
9	9	Dennis Dorman 3812 W. Lake Drive 669-0503 Florence, SC 29501-8565	6/2023

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Boards & Commissions
Policy Commission on Recreation

DEPARTMENT: County Council
Councilman Alphonso Bradley
Councilman Willard Dorriety, Jr.

ISSUE UNDER CONSIDERATION:
Council Is Asked To Approve The Re-Appointments Of Kenny Lovette And Bob Gardner To Serve On The Policy Commission On Recreation Representing Council Districts 3 And 9 Respectively, With Appropriate Expiration Terms.

ATTACHMENTS:
List of current County appointees serving on the Policy Commission on Recreation.

POLICY COMMISSION ON RECREATION

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

APPOINTED BY: **COUNTY COUNCIL**

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

COUNCIL DIST.	APPOINTEE		TERM TO EXPIRE
1	Donnie Sauls 809 Scotland Road Lake City, SC 29560	843.373.8220 (C)	6/2023
2	Robert E. Sullivan, Jr. 902 Quail Drive Pamplico, SC 29583 sullydee@yahoo.com	843.493.2182 (H) 843.687.0927 (C)	6/2010
3	Kenny Lovette 411 Graham Street Florence, SC 29501 kennylovette@yamail.com	843.319.0034 (C) 843.669.8312 (H)	6/2021
4	Scott Poston 3105 Crickentree Lane Florence, SC 29501 sposton@sc.rr.com	843.610.3152 (C) 843.773.7446 (H)	6/2023
5	Vacant		6/2022
6	Jade Perkins 1514 Francis Marion Rd. Florence, SC 29506	843.664.0330 (W)	6/2025
7	David Barr 1704 N. Norwood Lane Florence, SC 29506 Dvbarr1010@gmail.com	843.669.1052 (H) 843.409.0849 (C)	6/2023

8	Ronnie Connor 3337 Sawgrass Drive Florence, SC 29505 ronnielconner1@yahoo.com	843.618.1505 (C)	6/2022
9	Bob Gardner 509 Parliament Circle Florence, SC 29501 bobgardner2215@gmail.com	843.615.8988	6/2021

At-Large

Melissa Jarrell 2195 Sunvue Drive Florence, SC 29506 majarrell@gmail.com	843.617.6690 (C)	6/2023

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
July 15, 2021

AGENDA ITEM: Boards & Commissions
Policy Commission on Recreation

DEPARTMENT: County Council
Councilman Kent C. Caudle

ISSUE UNDER CONSIDERATION:
Council Is Asked To Approve The Appointment Of David Rast To Serve On The Policy Commission On Recreation Representing Council District 5, With Appropriate Expiration Term.

ATTACHMENTS:
List of current County appointees serving on the Policy Commission on Recreation.

POLICY COMMISSION ON RECREATION

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

APPOINTED BY: **COUNTY COUNCIL**

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

COUNCIL DIST.	APPOINTEE		TERM TO EXPIRE
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2	Robert E. Sullivan, Jr. 902 Quail Drive Pamplico, SC 29583 sullydee@yahoo.com	843.493.2182 (H) 843.687.0927 (C)	6/2010
3	Kenny Lovette 411 Graham Street Florence, SC 29501 kennylovette@yamail.com	843.319.0034 (C) 843.669.8312 (H)	6/2021
4	Scott Poston 3105 Crickentree Lane Florence, SC 29501 sposton@sc.rr.com	843.610.3152 (C) 843.773.7446 (H)	6/2023
5	Vacant		6/2022
6	Jade Perkins 1514 Francis Marion Rd. Florence, SC 29506	843.664.0330 (W)	6/2025
7	David Barr 1704 N. Norwood Lane Florence, SC 29506 Dvbarr1010@gmail.com	843.669.1052 (H) 843.409.0849 (C)	6/2023

8	Ronnie Connor 3337 Sawgrass Drive Florence, SC 29505 ronnielconner1@yahoo.com	843.618.1505 (C)	6/2022
9	Bob Gardner 509 Parliament Circle Florence, SC 29501 bobgardner2215@gmail.com	843.615.8988	6/2021

At-Large

Melissa Jarrell 2195 Sunvue Drive Florence, SC 29506 majarrell@gmail.com	843.617.6690 (C)	6/2023

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

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 May 31, 2021 As An Item For The Record.

ATTACHMENTS:
Copies of the monthly financial reports.

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY21
5/01/21 TO 5/31/21

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	41,585,011	44,138,071	(2,553,060)	-6.14%
Licenses & Permits	1,724,760	1,417,471	307,289	17.82%
Fines & Fees	2,963,286	2,390,956	572,330	19.31%
Intergovernmental	7,086,851	5,504,067	1,582,784	22.33%
Sales and Other Functional	9,280,017	5,659,619	3,620,398	39.01%
Miscellaneous	1,036,700	366,161	670,539	64.68%
Operating Transfers	(264,881)	-	(264,881)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	63,411,744	59,476,345	3,935,399	6.21%

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY21
5/01/21 TO 5/31/21

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT	% share of total
	EXPENDITURES					
10-411-401	County Council	381,919	317,353	64,566	16.91%	0.60%
10-411-402	Administrator	685,452	555,547	129,905	18.95%	1.07%
10-411-403	Clerk of Court	1,808,201	1,461,154	347,047	19.19%	2.82%
10-411-404	Solicitor	1,226,966	1,055,105	171,861	14.01%	1.92%
10-411-405	Judge of Probate	658,373	569,568	88,805	13.49%	1.03%
10-411-406	Public Defender	1,017,657	921,969	95,688	9.40%	1.59%
10-411-407	Magistrates	2,464,534	2,047,040	417,494	16.94%	3.85%
10-411-408	Master In Equity	242,979	217,195	25,784	10.61%	0.38%
10-411-409	Legal Services	84,500	66,263	18,237	21.58%	0.13%
10-411-410	Voter Registration & Elections	718,702	1,095,344	(376,642)	-52.41%	1.12%
10-411-411	Finance	954,956	906,113	48,843	5.11%	1.49%
10-411-412	Human Resources	475,355	409,099	66,256	13.94%	0.74%
10-411-413	Procurement & Vehicle Maintenance	1,223,796	1,017,438	206,358	16.86%	1.91%
10-411-414	Administrative Services	473,608	406,582	67,026	14.15%	0.74%
10-411-415	Treasurer	1,325,112	1,103,329	221,783	16.74%	2.07%
10-411-416	Auditor	582,384	489,351	93,033	15.97%	0.91%
10-411-417	Tax Assessor	1,429,739	1,119,794	309,945	21.68%	2.23%
10-411-418	Planning and Building	1,919,988	1,308,848	611,140	31.83%	3.00%
10-411-420	Facilities Management	2,525,812	2,077,635	448,177	17.74%	3.95%
10-411-427	Information Technology	2,920,856	2,742,172	178,684	6.12%	4.56%
10-411-446	Veteran's Affairs	243,976	225,281	18,695	7.66%	0.38%
10-411-480	Senior Citizens Center	150,500	106,589	43,911	29.18%	0.24%
10-411-482	Energy Savings Lease	386,116	404,116	(18,000)	-4.66%	0.60%
10-411-485	General Direct Assistance	275,077	223,264	51,813	18.84%	0.43%
10-411-488	Contingency	184,500	(5,387,127)	5,571,627	3019.85%	0.29%
10-411-489	Employee Non-Departmental	887,991	856,571	31,420	3.54%	1.39%
10-421-421	Sheriff's Office	18,979,919	16,452,801	2,527,118	13.31%	29.65%
10-421-422	Emergency Management	3,377,621	3,038,364	339,257	10.04%	5.28%
10-451-423	EMS	7,846,661	6,131,798	1,714,863	21.85%	12.26%
10-451-424	Rescue Squads	610,345	531,562	78,783	12.91%	0.95%
10-451-425	Coroner	460,881	487,571	(26,690)	-5.79%	0.72%
10-451-429	On-Site Clinic	177,500	152,174	25,326	14.27%	0.28%
10-451-441	Health Department	76,852	76,499	353	0.46%	0.12%
10-451-442	Environmental Services	917,478	731,751	185,727	20.24%	1.43%
10-451-485	Health Direct Assistance	14,502	5,438	9,064	62.50%	0.02%
10-461-485	Welfare - MIAP & DSS	357,450	339,867	17,583	4.92%	0.56%
10-471-451	Recreation	1,956,405	1,697,877	258,528	13.21%	3.06%
10-471-455	County Library	3,990,773	3,396,138	594,635	14.90%	6.23%
10-481-485	Literacy Council	4,515	3,386	1,129	25.01%	0.01%
	TOTAL	64,019,951	49,360,819	14,659,132	22.90%	100.00%
			Percent of Fiscal Year Remaining		8.33%	

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
5/01/21 TO 5/31/21

	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	15,360,399	-	0.00%	7,351,046	15,391,625	-	0.00%
112 Economic Development Partnership Fund	507,979	467,476	40,503	7.97%	507,979	58,599	449,380	88.46%
123 Local Accommodations Tax Fund	2,696,768	2,580,033	116,735	4.33%	2,696,768	1,949,266	747,502	27.72%
124 Local Hospitality Tax Fund	1,407,128	1,083,777	323,351	22.98%	1,407,128	1,523,554	-	0.00%
131 District Utility Allocation Fund	194,440	55,071	139,369	71.68%	193,875	-	193,875	100.00%
132 District Infrastructure Allocation Fund	1,582,686	503,841	1,078,845	68.17%	1,307,776	-	1,307,776	100.00%
151 Law Library Fund	30,831	19,473	11,358	36.84%	30,831	19,781	11,050	35.84%
153 Road System Maintenance Fee Fund	3,433,303	2,672,873	760,430	22.15%	3,431,770	3,319,367	112,403	3.28%
154 Victim/Witness Assistance Fund	217,687	174,798	42,889	19.70%	214,499	119,283	95,216	44.39%
421 Landfill Fund	4,392,592	4,874,954	(482,362)	-10.98%	4,375,452	5,057,945	(682,493)	-15.60%
431 E911 System Fund	1,563,282	820,219	743,063	47.53%	1,563,282	816,493	746,789	47.77%
TOTALS:	23,377,742	28,612,914	2,774,181	11.87%	23,080,406	28,255,913	2,981,498	12.92%

Percent of Fiscal Year Remaining: 8.33%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned $ 156,326,982
(See separate attachment for additional details.)

Florence County Council
District Allocation Balances
Beginning Balances as of 05/31/21

.

Council District #	Type of Allocation	Beginning Budget FY21	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	210,072	56,986	153,086
	Paving	268,860	67,535	201,325
	Utility	47,186	12,211	34,975
	In-Kind	19,800	-	19,800
2	Infrastructure	131,382	35,027	96,355
	Paving	191,176	75,486	115,690
	Utility	2,656	-	2,656
	In-Kind	19,800	-	19,800
3	Infrastructure	45,734	35,966	9,768
	Paving	76,697	2,100	74,597
	Utility	34,243		34,243
	In-Kind	19,800	-	19,800
4	Infrastructure	86,239	86,239	0
	Paving	72,541	72,500	41
	Utility	26,159	26,159	-
	In-Kind	19,800		19,800
5	Infrastructure	102,421	47,002	55,419
	Paving	248,553	22,300	226,253
	Utility	3,620		3,620
	In-Kind	19,800	-	19,800
6	Infrastructure	138,052	138,052	0
	Paving	136,368	136,288	80
	Utility	5,459	5,459	-
	In-Kind	19,800		19,800
7	Infrastructure	152,402	79,715	72,687
	Paving	244,149	23,628	220,521
	Utility	57,289	24,000	33,289
	In-Kind	19,800	-	19,800
8	Infrastructure	132,255	19,020	113,235
	Paving	85,105	-	85,105
	Utility	763		763
	In-Kind	19,800		19,800
9	Infrastructure	114,153	49,998	64,155
	Paving	172,383	133,500	38,883
	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
CPST #3 Summary
As of 5/31/21

Bond proceeds	$ 120,000,000.00	
Interest earnings through May 31, 2021	$ -	
Local contributions	$ -	
Total available		$ 120,000,000.00
Transfer funds back to General Fund	$ -	
Expenditures through (5/31/2021	$ 1,945,448.23	
Outstanding purchase orders as of 05/31/21*	$ 5,418,645.12	
Total expended/committed		$ 7,364,093.35
Total remaining		$ 112,635,906.65

* See detail report for expenditures and purchase orders by project

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
		Bond Issuance Costs					$422,110.18	
		I. Public Safety and Fire						
1	Building/Equipment	Law Enforcement Complex	Improvements to Training Facilities and LEC		$2,000,000.00	$2,000,000.00	232,597.00	
2	Building	EMS	New Johnsonville Station		2,665,128.00	2,665,128.00		681,744.12
3	Building	South Lynches FD	Upgrades to South Lynches FD Station 2- Coward		350,000.00			
4	Building	South Lynches FD	Upgrades to South Lynches FD Station 6- Scranton		350,000.00			
5	Building	South Lynches FD	Upgrades to South Lynches FD Station 7- New Hope		650,000.00		613,727.00	
6	Building	South Lynches FD	Upgrades to South Lynches FD Station 6- Scranton		650,000.00	2,000,000.00	613,727.00	
7	Building	Howe Springs Fire Department	Upgrades to Stations 1, 2, & 6		1,960,000.00			1,960,000.00
8	Building	West Florence Fire Department	Upgrades to Station 1 & 2		1,200,000.00			1,138,800.00
9	Building	Hannah Salem Friendfield FD	New Station		2,500,000.00			
10	Building	Johnsonville Fire Department	Upgrades to Station 1		370,000.00			43,000.00
11	Building	Sardis Timmonsville FD	Additions to Station 1		525,000.00			
12	Building	Olanta Fire Department	New Station		1,050,000.00			
13	Building	Windy Hill Fire Department	Upgrades to Station 1		85,000.00	7,690,000.00		
14	Building	Howe Springs Fire Department	Upgrades to Stations 2 & 6		760,000.00			701,100.00
15	Building	West Florence Fire Department	Upgrades to all Stations		492,000.00			
16	Building	Hannah Salem Friendfield FD	Upgrades to Stations 1, 4 & 6		1,090,000.00			
17	Building	Johnsonville Fire Department	Upgrades		1,100,000.00			894,001.00
18	Building	Sardis Timmonsville FD	Upgrades to Stations 2 & 3		1,200,000.00			
19	Building	Windy Hill Fire Department	Upgrades to Station 4		85,000.00	4,727,000.00		
20	Building	Howe Springs Fire Department	Upgrades to Station 1		500,000.00			
21	Building	West Florence Fire Department	Upgrades to Station 2		100,000.00			
22	Building	Hannah Salem Friendfield FD	Upgrades to Station 3		250,000.00			
23	Building	Johnsonville Fire Department	Upgrades to Station 2		250,000.00			
24	Building	Unified Fire Departments	Upgrades to all Station		65,000.00			
25	Building	Olanta Fire Department	Upgrades to Station 1		235,000.00			
26	Building	Windy Hill Fire Departmet	Upgrades to Station 2		183,000.00	1,583,000.00		
27	Building/Equipment	Florence County	Radio Upgrades and Improvements to Facilities		1,000,000.00			
28	Equipment	Florence County	New Communication Tower in Johnsonville area		1,000,000.00	2,000,000.00		
29	Building	Coroner	New County Morgue and Coroner's office		800,000.00	800,000.00		
		II. Municipal Improvements						
30	Intersection Improvements	City of Florence	Darlington Street and Lucas Street		4,100,000.00	4,100,000.00		
31	Intersection Improvements	City of Florence	Evans Street and Cashua Drive					
32	Intersection Improvements	City of Florence	Edisto Drive and Cherokee Road					
33	Intersection Improvements	City of Florence	Vista Street and Oakland Avenue					

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
34	Road Resurfacing	City of Florence	Boyd Street		35,900,000.00	35,900,000.00		
35	Road Resurfacing	City of Florence	Elmore Street					
36	Road Resurfacing	City of Florence	Mortimer Street					
37	Road Resurfacing	City of Florence	W. Dixie Street					
38	Road Resurfacing	City of Florence	W. Power Street					
39	Road Resurfacing	City of Florence	Stackley Street					
40	Road Resurfacing	City of Florence	Harmony Street					
41	Road Resurfacing	City of Florence	Patterson Street					
42	Road Resurfacing	City of Florence	Green Street					
43	Road Resurfacing	City of Florence	Power Street					
44	Road Resurfacing	City of Florence	Booker Street					
45	Road Resurfacing	City of Florence	Cameron Lane					
46	Road Resurfacing	City of Florence	N. Dargan Street					
47	Road Resurfacing	City of Florence	Rebecca Street					
48	Road Resurfacing	City of Florence	Walden Street					
49	Road Resurfacing	City of Florence	Williams Boulevard					
50	Road Resurfacing	City of Florence	Cheryl Court					
51	Road Resurfacing	City of Florence	Earl Court					
52	Road Resurfacing	City of Florence	Lester Avenue					
53	Road Resurfacing	City of Florence	Tallulah Street					
54	Road Resurfacing	City of Florence	Harrell Street					
55	Road Resurfacing	City of Florence	Country Creek Drive					
56	Road Resurfacing	City of Florence	Muldrow's Lane					
57	Road Resurfacing	City of Florence	Branford Road					
58	Road Resurfacing	City of Florence	E. Thorncliff Road					
59	Road Resurfacing	City of Florence	Shadow Birch Road					
60	Road Resurfacing	City of Florence	Southbrook Circle					
61	Road Resurfacing	City of Florence	Glenmore Way					
62	Road Resurfacing	City of Florence	Kentwood Drive					
63	Road Resurfacing	City of Florence	Nellie Street					
64	Road Resurfacing	City of Florence	Richmond Hills Drive					
65	Road Resurfacing	City of Florence	Twin Bridge Drive					
66	Road Resurfacing	City of Florence	Woodmore Circle					
67	Road Resurfacing	City of Florence	Fillmore Court					
68	Road Resurfacing	City of Florence	Lofty Way					
69	Road Resurfacing	City of Florence	Luigi Way					
70	Road Resurfacing	City of Florence	Mater Lane					
71	Road Resurfacing	City of Florence	Steeple View Drive					
72	Road Resurfacing	City of Florence	Hardin Street					
73	Road Resurfacing	City of Florence	Chandler Circle					
74	Road Resurfacing	City of Florence	Clareview Drive					
75	Road Resurfacing	City of Florence	Highlander Court					
76	Road Resurfacing	City of Florence	Kingston Drive					
77	Road Resurfacing	City of Florence	Parkwood Drive					
78	Road Resurfacing	City of Florence	Platt Street					
79	Road Resurfacing	City of Florence	Rainer Street					
80	Road Resurfacing	City of Florence	Annelle Drive					
81	Road Resurfacing	City of Florence	Beauvoir Drive					
82	Road Resurfacing	City of Florence	Bellaire Drive					
83	Road Resurfacing	City of Florence	Cabrillo Drive					
84	Road Resurfacing	City of Florence	Glenn's Park Road					
85	Road Resurfacing	City of Florence	Glenn's Way Court					
86	Road Resurfacing	City of Florence	Peachtree Street					
87	Road Resurfacing	City of Florence	Carriage Lane					
88	Road Resurfacing	City of Florence	E. Leoline Street					

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021		O/S Purchase Orders
89	Road Resurfacing	City of Florence	Hallie Drive						
90	Road Resurfacing	City of Florence	Hannah Drive						
91	Road Resurfacing	City of Florence	Hunter Street						
92	Road Resurfacing	City of Florence	Julie Ann Drive						
93	Road Resurfacing	City of Florence	Meridian Street						
94	Road Resurfacing	City of Florence	Pine Forest Drive						
95	Road Resurfacing	City of Florence	Carrigan Court						
96	Road Resurfacing	City of Florence	Fernbank Lane						
97	Road Resurfacing	City of Florence	Grande Lawn Lane						
98	Road Resurfacing	City of Florence	Maggie Way						
99	Road Resurfacing	City of Florence	Olde Mill Road						
100	Road Resurfacing	City of Florence	Rock Creek Drive						
101	Road Resurfacing	City of Florence	Widgeon Drive						
102	Road Resurfacing	City of Florence	Mountain Laurel Court						
103	Road Resurfacing	City of Florence	Hamlin Street						
104	Road Resurfacing	City of Florence	McFarland Street						
105	Road Resurfacing	City of Florence	N. Guerry Street						
106	Road Resurfacing	City of Florence	S. Griffin Street						
107	Road Resurfacing	City of Florence	Walnut Street						
108	Road Resurfacing	City of Florence	Woodward Street						
109	Road Resurfacing	City of Florence	Hickory Street						
110	Road Resurfacing	City of Florence	McLeod Street						
111	Road Resurfacing	City of Florence	Park Place						
112	Road Resurfacing	City of Florence	Railroad Avenue						
113	Road Resurfacing	City of Florence	Blass Drive						
114	Road Resurfacing	City of Florence	Sanborn Street						
115	Road Resurfacing	City of Florence	E. Elm Street						
116	Road Resurfacing	City of Florence	Freedom Boulevard						
117	Road Resurfacing	City of Florence	King Avenue						
118	Road Resurfacing	City of Florence	Orange Circle						
119	Road Resurfacing	City of Florence	Gregg Avenue						
120	Road Resurfacing	City of Florence	Aaron Circle						
121	Road Resurfacing	City of Florence	Byrd Lane						
122	Road Resurfacing	City of Florence	Coker Street						
123	Road Resurfacing	City of Florence	Senior Way						
124	Road Resurfacing	City of Florence	Tradd Court						
125	Road Resurfacing	City of Florence	W. Cheves Street						
126	Road Resurfacing	City of Florence	Jebaily Circle						
127	Road Resurfacing	City of Florence	Kent Circle						
128	Road Resurfacing	City of Florence	Sheffield Drive						
129	Road Resurfacing	City of Florence	Marion Avenue						
130	Road Resurfacing	City of Florence	Regency Court						
131	Road Resurfacing	City of Florence	Alice Drive						
132	Road Resurfacing	City of Florence	Clarendon Avenue						
133	Road Resurfacing	City of Florence	WNB Baroody Street						
134	Road Resurfacing	City of Florence	Amberleigh Court						
135	Road Resurfacing	City of Florence	Creamoor Lane						
136	Road Resurfacing	City of Florence	Elderberry Drive						
137	Road Resurfacing	City of Florence	Inverness Drive						
138	Road Resurfacing	City of Florence	Lazar Place						
139	Road Resurfacing	City of Florence	Loquat Drive						
140	Road Resurfacing	City of Florence	Queensferry Road						
141	Road Resurfacing	City of Florence	Silverton Street						
142	Road Resurfacing	City of Florence	Sumac Drive						
143	Road Resurfacing	City of Florence	Viburnum Drive						
144	Road Resurfacing	City of Florence	Wellesly Court						

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
145	Road Resurfacing	City of Florence	S. Patton Drive					
146	Road Resurfacing	City of Florence	Butterfly Lake Drive					
147	Road Resurfacing	City of Florence	Andrew Court					
148	Road Resurfacing	City of Florence	Camelot Court					
149	Road Resurfacing	City of Florence	Chaucer Drive					
150	Road Resurfacing	City of Florence	Cloisters Drive					
151	Road Resurfacing	City of Florence	Damon Drive					
152	Road Resurfacing	City of Florence	Eleanor Drive					
153	Road Resurfacing	City of Florence	Friars Gate Court					
154	Road Resurfacing	City of Florence	Hayden Court					
155	Road Resurfacing	City of Florence	Honey Hill Drive					
156	Road Resurfacing	City of Florence	Karen Court					
157	Road Resurfacing	City of Florence	Michele Court					
158	Road Resurfacing	City of Florence	Middleberg Way					
159	Road Resurfacing	City of Florence	Page Court					
160	Road Resurfacing	City of Florence	Providence Court					
161	Road Resurfacing	City of Florence	Ralston					
162	Road Resurfacing	City of Florence	Sidney Avenue					
163	Road Resurfacing	City of Florence	St. Christopher Court					
164	Road Resurfacing	City of Florence	Walden's Pond					
165	Road Resurfacing	City of Florence	Alvington Court					
166	Road Resurfacing	City of Florence	Berkeley Avenue					
167	Road Resurfacing	City of Florence	Brigadoone Lane					
168	Road Resurfacing	City of Florence	Canterbury Road					
169	Road Resurfacing	City of Florence	Cedar Lawn Court					
170	Road Resurfacing	City of Florence	Citadel Street					
171	Road Resurfacing	City of Florence	Ellington Cove					
172	Road Resurfacing	City of Florence	Highgate Street					
173	Road Resurfacing	City of Florence	Pinckney Avenue					
174	Road Resurfacing	City of Florence	Place De Jullian					
175	Road Resurfacing	City of Florence	Poinsett Drive					
176	Road Resurfacing	City of Florence	Rutledge Avenue					
177	Road Resurfacing	City of Florence	Stratford Circle					
178	Road Resurfacing	City of Florence	Windsor Road					
179	Road Resurfacing	City of Florence	Ansley Street					
180	Road Resurfacing	City of Florence	Beckett Drive					
181	Road Resurfacing	City of Florence	Bishop's Gate					
182	Road Resurfacing	City of Florence	Chancery Court					
183	Road Resurfacing	City of Florence	Dix Lane					
184	Road Resurfacing	City of Florence	Greensward Drive					
185	Road Resurfacing	City of Florence	Ivanhoe Drive					
186	Road Resurfacing	City of Florence	Jacobean Court					
187	Road Resurfacing	City of Florence	Lancelot Drive					
188	Road Resurfacing	City of Florence	Saint George Road					
189	Road Resurfacing	City of Florence	Tudor Lane					
190	Road Resurfacing	City of Florence	Wimbledon Avenue					
191	Road Resurfacing	City of Florence	Dozier Boulevard					
192	Road Resurfacing	City of Florence	Whitestone Drive					
193	Road Resurfacing	City of Florence	Bentgrass Court					
194	Road Resurfacing	City of Florence	Brittany Drive					
195	Road Resurfacing	City of Florence	Celebration Boulevard					
196	Road Resurfacing	City of Florence	Commerce Lane					
197	Road Resurfacing	City of Florence	Cross Vine Drive					
198	Road Resurfacing	City of Florence	Drakeshore Drive					
199	Road Resurfacing	City of Florence	Duck Hunter Pointe					
200	Road Resurfacing	City of Florence	Flint Lock Cove					

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
201	Road Resurfacing	City of Florence	Gadwall Pointe					
202	Road Resurfacing	City of Florence	Garden Gate Way					
203	Road Resurfacing	City of Florence	Harvard Way					
204	Road Resurfacing	City of Florence	Jefferson Drive					
205	Road Resurfacing	City of Florence	Kristens Channel					
206	Road Resurfacing	City of Florence	Paving Stone Court					
207	Road Resurfacing	City of Florence	Petal Path					
208	Road Resurfacing	City of Florence	Pintail Pointe					
209	Road Resurfacing	City of Florence	Prince Alston Cove					
210	Road Resurfacing	City of Florence	Rice Hope Cove					
211	Road Resurfacing	City of Florence	Rutledge Manor Drive					
212	Road Resurfacing	City of Florence	Waterfowl Way					
213	Road Resurfacing	City of Florence	West Gate Pointe					
214	Road Resurfacing	City of Florence	S. Dargan Street					
215	Road Resurfacing	City of Florence	Trade Court					
216	Road Resurfacing	City of Florence	Crown Circle					
217	Sewer	City of Lake City	Wastewater Treatment plant upgrade		2,944,000.00			
218	Recreation	City of Lake City	Recreation Facilities Upgrades		3,500,000.00			
219	Building	City of Lake City	Lake City Fire Department renovations/upgrades		456,000.00	6,900,000.00		
220	Recreation	City of Johnsonville	Improvements to sport and recreation facilities of the City including without limitation development of a municipal golf course		3,900,000.00	3,900,000.00		
221	Road Resurfacing	Town of Timmonsville	Main Street		3,900,000.00	3,900,000.00		
222	Road Resurfacing	Town of Timmonsville	N. Warren Street					
223	Road Resurfacing	Town of Timmonsville	Market Street					
224	Road Resurfacing	Town of Timmonsville	Hill Street					
225	Road Resurfacing	Town of Timmonsville	N Pinckney Street					
226	Road Resurfacing	Town of Timmonsville	E New Street					
227	Road Resurfacing	Town of Timmonsville	Fifth Street					
228	Road Resurfacing	Town of Timmonsville	Keith Street					
229	Road Resurfacing	Town of Timmonsville	Vanda Street					
230	Road Resurfacing	Town of Timmonsville	E Clifford Street					
231	Road Resurfacing	Town of Timmonsville	Bowman Circle					
232	Road Resurfacing	Town of Timmonsville	Harkless Court					
233	Road Resurfacing	Town of Timmonsville	Cooper Lane					
234	Water	Town of Pamplico	Installation of water lines, well and tank along Big Swamp and surrounding roads		3,900,000.00	3,900,000.00		
235	Water	Town of Scranton	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			
236	Building	Town of Scranton	Renovation of Town Hall		115,000.00	2,500,000.00		
237	Building	Town of Coward	Town Hall & Maintenance Facility improvements		672,000.00			
238	Water	Town of Coward	Old Creek Rd, Trifalia Road, Nealy Matthews Rd water lines		315,000.00			
239	Recreation	Town of Coward	Coward Ball Fields improvements		180,000.00			
240	Water	Town of Coward	Improvements to New Hope Well		86,000.00			
241	Building	Town of Coward	Improvements to Manned Convenience Center		47,000.00	1,300,000.00		

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
242	Water	Town of Olanta	Water line extension to Butler Scurry Rd and					
			Central Rd tie into Barrineau water system		406,000.00			
243	Water	Town of Olanta	Water line extension to Scurry Rd, Myers Rd, down					
			Hwy 341 to Fire Dept, Jordan Chapel Rd to Hwy 301					
			back to Olanta, and Carmen Shortcut Rd to Hwy 403					
			and other roads		1,590,000.00			
244	Sewer	Town of Olanta	Improvements to Hwy 341 well and treatment plant		40,000.00			
245	Building	Town of Olanta	New Community Center		464,000.00	2,500,000.00		
246	Recreation/Building	Town of Quinby	Refurbishment and development of Community					
			and Recreation areas		925,000.00			
247	Building	Town of Quinby	Development of Town Hall and Public Safety facilities		75,000.00			
248	Recreation	Town of Quinby	Recreation improvements to include purchase and					
			development of property		500,000.00			
						1,500,000.00		
		III. General County Projects						
249	Building	Florence County	Renovations to Florence County Public Services Bldg		575,000.00			
250	Building	Florence County	Upgrades to Lower Florence County Public Servs Bldg		500,000.00			
251	Building	Florence County	New Manned Convenience Center in Johnsonville		1,000,000.00			
252	Building	Florence County	Renovations to County Complex		1,000,000.00	3,075,000.00		
253	Equipment	Florence County	Additional voting system improvements for absentee					
			and early voting center		90,000.00			
254	Building	Florence County	Parking lot improvements at Voters Reg Building		60,000.00	150,000.00		
255	Recreation	Florence County	Expansion/improvements to LC Senior Center		600,000.00			
256	Recreation	Florence County	Paving of parking lots at Johnsonville Athletic Center		565,000.00			
257	Recreation	Florence County	Resurfacing of playground, track and basketball					
			courts and drainage improvements at Spaulding Heights		400,000.00			
258	Recreation	Florence County	Reclaiming and paving of roads and parking lots at LRCP		900,000.00			
259	Recreation	Florence County	Paving of parking lot at Coward Athletic Park		240,000.00			
260	Recreation	Florence County	Renovations to Francis Marion Athletic Park		200,000.00	2,905,000.00		
261	Drainage	Florence County	Drainage Improvements to Tara Village Neighborhood		150,000.00			
262	Corridor Enhancements	Florence County	Hwy 76 Corridor Improvements (FMU to City of Florence)		1,580,000.00			
263	Recreation Improvements	Florence County	Improvements to Dewitt Bluff Landing Great Pee Dee River		167,000.00			
264	Drainage	Florence County	Lucas Street Drainage Improvements		1,103,000.00	3,000,000.00		
265	Improvements	Florence County	Infrastructure improvements at qualifying industrial					
			sites throughout the County		4,000,000.00	4,000,000.00		
		IV. Road, Infrastructure and Other						
		Improvements by Council District						
266		District 1	Garland Street		4,300,000.00	4,300,000.00		
267			Lake City Park Improvements					
268			Chandler Mill Road					
269			Beaumont Road					
270			McElveen Cut Avenue					

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021		O/S Purchase Orders
271			Red Wing Lane						
272			W Oshay Road						
273			Maxie Thomas Road						
274			Dublin Road						
275			Wilson Road						
276			S Locklair Road						
277			Margie Lane						
278			Garris Road						
279			Miles Road						
280			Wallace Road						
281			Red Road						
282			Joy Drive						
283			Gracelyn Circle						
284			Dory Road						
285			Candice Road						
286			Calvin Street						
287			Clover Hill Road						
288			Donald Road						
289		District 2	Gulledge Road		4,300,000.00	4,300,000.00			
290			Wise Lane						
291			Dry Creek Road						
292			Cedarbrook Drive						
293			Pecan Haven Road						
294			New Landing Road						
295			Blackwell Mill Road						
296			Mill Branch Road						
297			Willow Pond Road						
298			Shelly Road						
299			Barnhill Road						
300			Carlie Lane						
301			Yarborough Road to Borkowitz Road						
302			Trinidad Ard Road						
303			Grahamville Road						
304			Glen's Bluff Road						
305			Wicklow Road						
306			Fawn Lane						
307			Evans Farm Road						
308			Waycross Road						
309			Eaddy Landing Road						
310			Railroad Avenue (Johnsonville)						
311			Wagon Wheel Road						
312			Nelson Lane						
313			Langley Lane						
314			Batie Lane						
315			Kent Road						
316			Four Post Road						
317			Little Farm Road						
318			Rena Atkinson Road						
319			Beckworth Road						
320			Bush Road						
321			Charlton Place						
322			Picadilly Road						
323			Deer Lane						
324			Shirley Road						

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
325			Circle Drive					
326			Ard Lane					
327			Dwellings Drive					
328			Wilshire Road					
329			Salem Road					
330			Cooper Circle					
331			Pecan Grove Road					
332			Sandstone Road					
333			Bazen Road					
334			Sand Pit Road					
335			Sandy Lane					
336			Jeffords Lane					
337			East Williams Road					
338			Bartell Landing Road					
339			Railroad Avenue (Poston)					
340			Forestville Drive					
341		District 3	West Sumter Street		4,300,000.00	4,300,000.00		
342			Alderman Street					
343			Mullins Street					
344			West Booker Street					
345			West Johnson Street					
346			Preston Street					
347			Clement Street					
348			Simmons Street					
349			Flynn Street					
350			Stonehedge Lane					
351			Green Street					
352			Dickman Street					
353			Merioneth Road					
354			Harborough Court					
355			Edenderry Way					
356			Sumerset Place					
357			Chippenham Lane					
358			Chatham Place					
359			Bayberry Circle					
360			Windover Road					
361			Beechwood Road					
362			Arbor Drive					
363			North Landsdowne Drive					
364			Hawthorne Drive					
365			West Andover Road					
366			North Grove Park Drive					
367			Graham Street					
368			Guerry Street					
369			Pettigrew Street					
370			Sunset Street					
371			Holloway Lane					
372			Kuker Street					
373			Sally Hill Farms Blvd					
374			West Leggs Circle					
375			Bunch Street					
376			W Brookgreen Drive					
377			W Whittier Circle					
378			New Hope Drive					

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
379			N Tobin Drive					
380			White Avenue					
381			McNell Drive					
382			N Adair Drive					
383			Gibbs Avenue					
384		District 4	Old Middle Road		4,300,000.00	4,300,000.00		
385			Construction of Timmonsville Park					
386			DeGroat Road					
387			Heyward Road					
388			Land Grant Road					
389			Cusaac Road					
390			Mitch Lane					
391			N Hill Street					
392			Clyde McGee Road					
393			Stonewall Road					
394			W Robinson Court					
395			Minus Lane					
396			Deer Road Water Extension					
397			Bob White Lane					
398		District 5	E Eagerton Road		4,300,000.00	4,300,000.00		
399			Hemlock Road					
400			Rainbow Road					
401			Baldwin Road					
402			Mary Road					
403			Wylie Road					
404			Java Road					
405			Park Road					
406			Wheeler Road					
407			Johnnie Lee Road					
408			Truman Road					
409			Kerris Lane					
410			Smallwood Road					
411			Karisma Road					
412		District 6	Wickerwood Road		4,300,000.00	4,300,000.00		
413			Secretariat Drive					
414			Winning Colors Drive					
415			Whirlaway Drive					
416			Thoroughbred Street					
417			Kentucky Drive					
418			Triple Crown Drive					
419			Derby Cove Road					
420			Swamp Fox Road					
421			Kate's Garden Lane					
422			Jamestown Road					
423			Rankin Plantation Road					
424			Malissa Mae Road					
425			Timberwood Road					
426			Taylor Hill Circle					
427			E Springbranch Road					
428			Cart Road					

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021		O/S Purchase Orders
429			Ben Ingram Road						
430			Jamestown Cemetery						
431			Al's Lane						
432			Sandwood Road						
433			Hunt Road						
434			Corrie Farm Road						
435			Union Grove Road						
436			Chisolm Trail						
437			River Neck Road				63,287.05		
438			Silver Fox Road						
439		District 7	Lazy Lane		4,300,000.00	4,300,000.00			
440			Regent Street						
441			Chancery Lane						
442			Drury Lane						
443			York Drive						
444			N Norwood Lane						
445			Heard Street						
446			Sam Harrell drainage						
447			North Ives Street						
448			Ranch Road						
449			Tumbleweed Drive						
450			Fiesta Lane						
451			Marlow Avenue						
452			Third Street						
453			S Fairview Street						
454			Robeson Avenue						
455			Peachtree Street						
456			Beauvior Drive						
457			Pine Forest Drive						
458			Clareview Drive						
459			Cedar Falls Lane						
460			Apple Valley Lane						
461			Boardwalk						
462			Park Place						
463			Pendleton Court						
464			Sweet Water Road/Victory Lane						
465			Stockbridge Lane						
466			Buckeye Drive						
467			Woodlawn Court						
468			Lamb Road						
469			Dorado Drive						
470			Rico Drive						
471			Suena Drive						
472			Tierra Drive						
473			Charlotte Street						
474			Ballard Street						
475			McFarland Street						
476			Oak Street						
477			Walnut Street						
478			Clyde Street						
479			E Evans Street						
480			Jarrott Street						
481			Day Street						
482			Divine Street						

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
483			Oakland Avenue					
484		District 8	Third Loop Drainage		4,300,000.00	4,300,000.00		
485			Whitman Avenue					
486			Fernleaf Lane					
487			Thomas Road					
488			Woodland Drive					
489			Garland Drive					
490			S Calhoun Drive					
491			Heatherwood Circle					
492			Lawton Drive					
493			West Adams Avenue					
494			S Brandon Drive					
495			W Wilton Street					
496			Briggs Street					
497			Scriven Drive					
498			Indian Drive					
499			Claremont Avenue					
500			Avondale Drive					
501			Eaton Circle					
502			Lee Lane					
503			Calvin Circle					
504			Effies Lane					
505			Poinsett Drive					
506			Pickney Avenue					
507			Berkely Avenue					
508			Rutledge Avenue					
509			Waldron Street					
510			Regency Court					
511			S Bishop Drive					
512			Vespers Court					
513			Chancery Court					
514			Eleanor Drive					
515		District 9	Whitehall Subdivision Drainage		4,300,000.00	4,300,000.00		
516			Brittany Drive					
517			Carlton Road					
518			Danny Road					
519			S Floyd Circle					
520			S Hanover Drive					
521			Hobart Drive					
522			Ivy Lane					
523			W Janice Terrace					
524			Kintyre Road					
525			Manor Way Drive					
526			S Sunset Acres Lane					
527			West Chester Drive					
528			Thunderbird Lane					
529			Manigault Court					
530			Chalmers Row					
531			Master Circle					
532			Pebble Road					
533			W Lake Drive					
534			Troon Drive					

CAPITAL PROJECT SALES TAX #3

DETAIL EXPENDITURES

Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 5/31/2021		O/S Purchase Orders
535			Lake Oakdale						
536			W Forest Lake Drive (State)						
537			Bryson Drive						
538			Jefferson Drive (County)						
539			W Spencer Lane						
540			W Emery Lane						
541			Coventry Lane						
542			Mears Drive						
543			Shorebird Lane						
544			Constitution Drive						
545			Heritage Lane						
546			Alberti Drive						
547			Author Drive						
548			Founder Drive						
549			Liberty Drive						
550			Shadwell Drive						
551			Left Bank Road						
552			Mockingbird Court						
553			South Swann Circle						
554			South Lady Street						
555			South Sandy Lane						
556			Lee Lane						
557			Hillcrest Drive						
558			Hillcrest Terrace						
559			Jefferson Drive (between Palmetto and Cashua)						
560			Lakeshore Drive						
561			W Forest Lake Drive						
			Total CPST III Projects		$141,695,128.00	$141,695,128.00	$1,945,448.23		$5,418,645.12

Florence County
CPST #2 Summary
As of 5/31/21

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		
Transfer from RSMF- Districts 1 and 6	$167,873.00		
Interest earnings through May 31, 2021	$ 5,179,739.64		
Ballfield lighting lease proceeds	$ 500,000.00		
Local contributions	$ 108,148.40		
Total available		$	136,315,518.47
Transfer funds back to General Fund	$ 604,500.00		
Expenditures through 5/31/2021	$ 141,064,315.90		
Outstanding purchase orders as of 05/31/21*	$ 2,428,230.44		
Total expended/committed		$	144,097,046.34
Total remaining		$	(7,781,527.87)

* 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 5/31/2021	O/S Purchase Orders
As of 5/31/21									
			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		$ 3,671,769.37	$ 4,834.28
5	Building		South Lynches Fire District	Classroom, Logistics, & Maintenance Facility		$ 1,000,000.00		$ 1,021,307.83	
6	Building		South Lynches Fire District	Upgrades to Station One Facilities		$ 1,000,000.00		$ 998,437.67	
7	Buildng		South Lynches Fire District	Upgrades at Nine Fire Stations		$ 500,000.00		$ 499,807.16	
n RSMF- Districts 1 and 6						$167,873.00			
gs through M	Building		West Florence Fire District	New Station on Hoffmeyer Road		$ 7,831,475.21		$ 1,500,000.00	
9	Building		West Florence Fire District	Addition to Station One	Pine Needles Road	$ 1,000,000.00		$ 2,599,442.79	$ -
10	Building		Hannah Salem Friendfield Fire	New Stations at Friendfield & Flemingtown		$ 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 Timmonsville Fire	Station One addition Living & Training		$ 150,000.00		$ 147,924.53	
15	Building		Sardis Timmonsville Fire	New Cartersville Station		$ 750,000.00		$ 749,948.75	
16	Building		Sardis Timmonsville Fire	Timmonsville Rescue Squad Building		$ 80,000.00		$ 80,000.00	
			Category Total				$ 24,944,348.21		
enditures through		3/31/2021							
			II. Public Safety - EMS						
rchase orders	Building		Florence County	EMS Station Timmonsville		$ 740,000.00		$ 761,589.25	$ -
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	$ 97,127.32
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		$ 9,035,518.13	$ 508.15
			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 5/31/2021	O/S Purchase Orders
As of 5/31/21									
			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		$ 134,192.32	
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			
719	Resurfacing		City of Florence	Celebration Boulevard				$ 54,988.84	
720	Resurfacing		City of Florence	Dozier Builevard				$ -	
721	Resurfacing		City of Florence	Pettigrew				$ -	
722	Resurfacing		City of Florence	Frank Monroe Drive				$ -	
								$ -	
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.			$ 2,223,162.53	
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 Pembrook 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		$ 1,291,271.89	
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		$ 469,000.00	
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 5/31/2021	O/S Purchase Orders
As of 5/31/21									
			IX. Florence County Recreaction						
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 Watershed District**	Drainage Improvements		$ 80,000.00		$ 79,906.18	
			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		$ 1,332,708.73	
101	Paving		Florence County	McLaurin Road		$ 600,000.00		$ 600,000.00	
102	Paving		Florence County	Highland Road		$ 250,000.00		$ 250,000.00	
103	Paving		Florence County	Laurel Circle		$ 600,000.00		$ 600,000.00	
104	Paving		Florence County	Law Road		$ 1,100,000.00		$ 1,100,000.00	
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		$ 4,557,787.50	
107	Drainage		Florence County	Brookgreen		$ 1,000,000.00		$ 971,596.98	
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 5/31/2021	O/S Purchase Orders
As of 5/31/21										
			XIII. General Road Improvements							
109		District 1		Swan Rd.	Park Ave. to last house	$ 4,033,853.00			$ 108,874.60	$ -
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.				$ 317,713.48	$ -
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	$ 132,785.00
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	$ 45,000.00
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					$ 120,000.00
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.	Cockfiled 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 Parkd 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	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
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	
490				Sylvan Street					$ 25,682.60	
694				Burnside Street					$ 38,925.20	
695				Brockwood Drive					$ -	$ 28,714.21
696				Midlecoff Road					$ -	$ 19,798.77
697				Sarazen Circle					$ -	$ 15,971.24
698				Gaddu Street					$ -	$ 38,369.51
699				Hazel Avenue					$ -	$ 26,552.54
700				McClam Street					$ -	$ 22,858.65
701				Samuel Street					$ -	$ 20,449.15
702				John Street					$ -	$ 23,671.71
750				CPST2 Phase II Engineering					$ 92,875.00	$ -
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	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
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	
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				Freemand 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.				$ 219,137.01	$ 85,888.02
225				Sidewalkds 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 5/31/2021	O/S Purchase Orders
As of 5/31/21										
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	
703				Myers Cemetery Road					$ 125,231.16	$ 139,400.88
704				Old Sansbury Road					$ 147,514.60	$ 6,300.00
705				Victor White Road					$ 63,126.23	$ -
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.					$ 81,011.06	$ -
255				C.W. Robinson Rd.					$ 371,897.85	$ -
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					$ 117,487.93	$ -
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					$ 159,185.72	$ -
567				Rainbow Road					$ 114,201.77	
571				Yellow Bluff Road					$ 42,992.68	
750				CPST2 Phase II Engineering					$ 92,875.00	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
267		District 6		Charlie Cade Rd.		$ 4,033,853.00			$ (11,314.04)	
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.					$ 218,825.86	$ -
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	$ 168,767.00
281				Cart Rd.					$ 54,463.96	
282				W. Turner Gate Rd.					$ 53,149.54	
283				Brick House Rd.					$ 23,252.50	
284				Eureka Rd.					$ 25,702.00	
285				Quail Harbor Cir.					$ 26,206.35	
286				Taylor Hill Cir.					$ 27,654.50	
287				James Town Rd.					$ 17,501.50	
288				Fleetwood Dr.					$ 1,118.10	
289				Ard St.					$ 7,455.00	
290				Wickerwood 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	$ 132,321.25
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					$ 156,406.51	$ -
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					$ 92,875.00	
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	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
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	
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	
629				Pine Street					$ -	$ 346,411.00
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	
641				Wiley Lane					$ 29,009.74	
706				N Norwood Lane					$ 300.00	$ 34,920.72
707				Ranch Road					$ 300.00	$ 37,800.86
708				Tumbleweed Drive					$ 300.00	$ 23,590.52
709				Peachtree Street					$ 300.00	$ 35,876.95
710				Beauvoir Drive					$ 300.00	$ 59,200.21
711				Pine Forest Drive					$ -	$ 51,114.20
750				CPST2 Phase II Engineering					$ 75,687.50	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
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.					$ 1,100.00	$ 108,401.95
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	
646	Resurface			W Conyers Avenue					$ 98,818.96	
647	Resurface			Dell Joe Circle					$ 2,650.00	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
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					$ 66,609.09	$ -
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	
712	Resurface			S Baker Street					$ 300.00	$ 10,544.68
713	Resurface			Layfayette Circle					$ 300.00	$ 43,212.82
714	Resurface			Wisteria Drive					$ 2,550.00	$ 182,135.07
715	Resurface			Manchester Avenue					$ 300.00	$ 15,800.00
716	Resurface			Maynard Avenue					$ 300.00	$ 26,400.00
717	Resurface			Brockington Lane					$ 300.00	$ 13,900.00
718	Resurface			S Lynwood Drive					$ 300.00	$ 37,244.24
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	
				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.					$ 41,200.00	$ -
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	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
399				Strada Amore					$ -	$ 18,975.00
400				Strada Gianna					$ -	$ 24,671.65
401				Strada Mateo					$ -	$ 17,362.95
402				Via Ponticello					$ -	$ 30,069.00
				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	$ 29,340.00
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.					$ 66,200.00	$ -
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	
				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	

Capital Project Sales Tax #2
Detail Expenditures

Project #	Type	District	Entity	Project Description	Location	Approved Funds		Division Totals	Expended as of 5/31/2021	O/S Purchase Orders
As of 5/31/21										
				Arrowood Subdivision						
457				Arrowhead Cir.						$ 11,677.96
458				Arrowood Dr.					$ 250.00	$ 29,972.48
459				Falcon Way					$ 250.00	$ 8,540.45
460				Skylark Dr.					$ 250.00	$ 8,382.15
				Chadwick Place						
461				Britainna St.					$ 32,557.58	
462				Chadwick Dr.					$ 77,957.83	
463				Knights Bridge Rd.					$ 25,148.49	
464				Lampley Way					$ 17,099.85	
465				Wetherby Ln.					$ 19,153.93	
466				Stratton Dr.					$ 139,994.32	$ -
467				Pelican Ln.					$ 135,050.40	
468				W. Eagle St.					$ 92,187.98	
469				Thunderbird Dr.					$ 39,487.70	$ -
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				$ 96,341.05	$ -
474				Traffic Signals	Third Loop Rd. and McCown Dr.				$ 48,922.00	
674				Brockton Lane					$ 33,276.06	
675				Carlton Road						$ 10,951.15
676				Danny Road						$ 12,504.55
677				S Floyd Circle					$ 41,200.00	$ -
678				S Hanover Road						$ 10,674.00
679				Harriett Drive					$ 39,568.09	
680				Hobart Drive					$ 49,933.53	$ -
681				Hyde Circle					$ -	
682				Ivy Lane					$ -	$ 15,670.00
683				Janes Lane					$ 20,126.01	
684				W Janice Terrace						$ 9,634.40
685				Joyce Lane					$ 20,257.51	
686				Kintyre Road						$ 16,936.85
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	
691				S Sunset Acres Lane						$ 16,996.95
692				Thicket Place					$ 15,717.36	
693				Westchester Avenue					$ 52,216.79	$ -
750				CPST2 Phase II Engineering					$ 99,000.00	
			Category Total					$ 36,304,677.00		
			Grand Total of all projects					$ 151,499,348.21	$ 141,064,315.90	$ 2,428,230.44

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Economic Development
Procurement Department

ISSUE UNDER CONSIDERATION: Request for Council to Award Bid No. 22-20/21, Florence County Industrial Park East Improvements (Phase I) To Digging Deep Construction, LLC Of Gable, SC In The Amount Of $2,248,631 (Base Bid Of $2,113,251 Plus Alternate 1 In The Amount Of $111,110 And Alternate 2 In The Amount Of 24,270) To Be Funded From 2021 Economic Development Bond Funds In The Amount Of $1,548,631, Duke Energy Grant Funds In The Amount Of $200,000 And A SC Department Of Commerce Site Enhancement Grant In The Amount Of $500,000. ***(6 Bids Received).***

POINTS TO CONSIDER:

1) The bid was advertised in the South Carolina Business Opportunities (SCBO) newsletter on May 3, 2021. Bids were received on June 22, 2021.
2) Six (6) bids were received. Six (6) bids were compliant. Digging Deep Construction, LLC is the lowest responsible, responsive bidder.
3) Ross Oakley, Project Manager of Thomas & Hutton recommends awarding to Digging Deep Construction, LLC.
4) The bid expires September 22, 2021.

FUNDING FACTORS:

$2,248,631 = To Be Funded From 2020 Economic Development Bond Funds in the amount of $1,548,631, Duke Energy Grant Funds in the amount of $200,000 And A SC Department Of Commerce Site Enhancement Grant in the amount of $500,000.

OPTIONS:

1) Award Bid No. 22-20/21 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1) Bid Tabulation Sheet.
2) Bid Recommendation Letter from Ross Oakley dated June 24, 2021.

Florence County, South Carolina
Project: Florence County Industrial Park East Improvements (Phase I)

Bid Opening Date: 6/22/2021
Time: 2:05 p.m.

Tabulation for Bid No. 22-20/21

Name of Bidder	Bid Bond (Y/N)	Addendums No. 1, 2, 3 (Y/N)	Base Bid**	Alternate 1	Alternate 2	Bid Including Alternates	Maximum Local 5% Deduction (Max $10,000)*	Total Bid w/Local Deduction
Digging Deep Construction - Gable, SC	Yes	Yes	$2,113,250.50	$111,110.00	$24,270.00	$2,248,630.50	N/A	$2,248,630.50
R. E. Goodson - Darlington, SC	Yes	Yes	$2,480,444.75	$91,665.75	$36,875.00	$2,608,985.50	N/A	$2,608,985.50
Kirven Construction - Darlington, SC	Yes	Yes	$2,621,314.72	$79,776.98	$40,562.50	$2,741,654.20	N/A	$2,741,654.20
Cherokee - Columbia, SC	Yes	Yes	$2,978,569.31	$91,665.75	$38,825.00	$3,109,060.06	N/A	$3,109,060.06
Palmetto Corp. - Florence, SC	Yes	Yes	$3,102,472.55	$104,665.62	$32,495.00	$3,239,633.17	-$10,000.00	$3,229,633.17
Driggers Construction, LLC - Hamer, SC	Yes	Yes	$5,398,281.75	$139,665.27	$59,550.00	$5,597,497.02	N/A	$5,597,497.02

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax

THOMAS & HUTTON
1501 MAIN STREET, SUITE 760 | COLUMBIA, SC 29201
POST OFFICE BOX 7608 | COLUMBIA, SC 29202
803.451.6789 | WWW.THOMASANDHUTTON.COM

June 24, 2021

K.G. Smith, Jr., Administrator
Florence County
180 N. Irby Street
Florence, SC 29501

Re: Bid of June 22, 2021
Phase I Improvements Florence County Industrial Park East
J-28601.0001

Dear Mr. Smith:

Six (6) bids were received for the referenced project. An abstract of the bids is attached.

We offer the following comments on the bids received:

1. All bidders submitted the required Bid Bond.
2. All bidders acknowledged receipt of the three (3) addendums issued.
3. All bidders were responsive.
4. The bids are subject to acceptance for 120-days from the bid date.
5. Bids were evaluated on the Base Bid
6. It is intended to include Bid Alternates 1 and 2 in the project award, which was assessed for ranking of price, which remained unchanged.
7. Digging Deep Construction, LLC provided the lowest base bid and base bid with alternates 1 and 2.

Bids were evaluated on the total project bid. Based on our review, we believe the lowest qualified bidder is Digging Deep Construction, LLC of Gable, South Carolina. Their surety company, Great Midwest Insurance Company located in Houston Texas, is a licensed surety company in South Carolina and meets the South Carolina Code of Law requirement to issue bid, performance and payment bonds.

Additionally, as part of the bid review process, Digging Deep Constructions' references were contacted to determine if they were best suited to complete the work in this contract. In addition, Digging Deep Construction has previously completed satisfactory work for Florence County.

Therefore, we recommend the contract for the project be awarded to Digging Deep Construction, LLC, for the base bid, alternate #1, and alternate #2 in the amount of $2,248,630.50.

As previously stated, the bid hold for this project is 120-days. However, we recommend imminent award of the project to Digging Deep Construction, LLC.

We have enclosed a copy of the bid abstract and Notice of Award. Please sign the Notice of Award and return to our attention. If there are any questions, please do not hesitate to contact us.

Sincerely,

THOMAS & HUTTON

Ross Oakley, P.E.
Project Manager

RSO/kjb

Enclosure / Bid Abstract / Notice of Award

cc: Mr. Patrick Fletcher, Florence County, with enclosures
Ms. Suzanne King, Florence County, with enclosures
Mr. John Culbreath, P.E., Thomas & Hutton, via email

FLORENCE COUNTY COUNCIL MEETING

July 15, 2021

AGENDA ITEM: Reports to Council
Lease Approval

DEPARTMENT: Florence County Parks and Recreation

ISSUE UNDER CONSIDERATION:

Approve The Renewal Of A Lease With Florence County School District No. 2 For The High School Baseball Field, High School Softball Field, High School Football Field, High School Gymnasium, Elementary and Middle School Gymnasium and Middle School Athletic Fields For A Period Of Twenty (20) Years In The Annual Amount Of One ($1.00) Dollar To Be Utilized By Florence County Parks and Recreation Department.

POINTS TO CONSIDER:

1) The existing lease with Florence County School District No. 2 for property being utilized in Pamplico for various athletic events expired February 28, 2021. Parks and Recreation would like to renew the existing lease in order to continue athletic programs in this area.
2) The lease is for $1.00 annually for a term of twenty (20) years.

OPTIONS:

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

ATTACHMENTS:

Lease with Florence County School District No. 2.

STATE OF SOUTH CAROLINA)

) FACILITY USE AGREEMENT

COUNTY OF FLORENCE)

THIS LEASE AND AGREEMENT made and entered into on this _____, by and between Florence County School District NO. 2 of the County of Florence, State of South Carolina, hereinafter designated the LESSOR, and the Florence County, South Carolina, hereinafter designated the LESSEE, WITNESS TO:

1. The Lessor does hereby lease and demise unto Lessee and the Lessee does hereby take the following facilities: High School Baseball Field, High School Softball Field, High School Football Field, High School Gymnasium, Elementary and Middle School Gymnasium, Middle School Athletic Fields.
2. The term of the lease shall be for a period of twenty (20) years commencing on July 15, 2021 and terminating on July 14, 2041.
3. The Lessee shall pay the Lessor the sum of one ($1.00) per year, said amount paid in lump sum payment of Twenty dollars ($20.00), the receipt of which is hereby acknowledged.
4. The demised premises shall be used for recreational purposes only and in the event the Florence County Parks and Recreation does not use said premises for recreational purposes, then this lease may be terminated by the Lessor upon giving reasonable notice to the Lessee. Furthermore, the demised premises are made available to the Lessee only during those times when no activities or program are scheduled by the Lessor.
5. The Lessee shall have the right to erect such improvements and fixtures upon said premises as it deems necessary or desirable for the use of the premises for recreational purposes and at the expiration of the term of this lease, any permanent attachments will remain the property of District 2.
6. The Lessor will pay any taxes, County, Municipal or otherwise, which may be assessed on said premises during the term of this lease.

draft

7. The lessee agrees that it will not assign or sub-let the whole or any part of the demised premises without first obtaining written consent from the Lessor.

IN WITNESS WHEREOF, the parties have hereunto set their Hands and Seals on this the day of the year first above written.

IN THE PRESENCE OF: LESSOR:

_____ _____

(Witness #1 to Lessor) (Florence School District NO. 2)

_____ _____

IN THE PRESENCE OF: LESSEE: FLORENCE COUNTY ADMINISTRATOR BY

_____ _____

(Witness #1 to Lessee)

STATE OF SOUTH CAROLINA)

) **PROBATE**

COUNTY OF FLORENCE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named Florence School District NO. 2, LESSOR, sign, seal and as his act and deed, deliver the within-written Lease Aggreement, and the (s)he witnessed the execution thereof.

_____

(Witness #1 To Lessor)

SWORN TO and subscribed before

This ____ day of _____, 2021.

_____

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

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STATE OF SOUTH CAROLINA)

) **PROBATE**

COUNTY OF FLORENCE)

PERSONALLY appeared before me the undersigned witness and made oath the (s)he saw the within-named Florence County Recreation Commission, LESSEE, by _____, its Chairman, sign, seal and as his act and deed, deliver the written Lease Agreement, and the (s)he witnessed the execution thereof.

_____

(Witness #1 to Lessee)

SWORN TO and subscribed before me

this _____ day of _____, 2021.

_____

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:_____

draft

FLORENCE COUNTY COUNCIL MEETING
ADDITIONS TO THE AGENDA
July 15, 2021

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration Of Two (2) Ford F-150 XL And Two (2) Dodge Chargers As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

POINTS TO CONSIDER:

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

FUNDING FACTORS:

$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

OPTIONS:

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

ATTACHMENTS:

List of units.

UNIT	MAKE	MODEL	YEAR	MILEAGE	VIN #'S
VS369	FORD	F-150 XL	2013	195,980	1FTNF1CF5DKE06005
VS395	FORD	F-150 XL	2014	152,590	2C3CDXAT3EH145933
VS491	DODGE	CHARGER	2015	183,999	2C3CDXAT3FH901939
VS501	DODGE	CHARGER	2015	157,283	2C3CDXAT2FH901916

FLORENCE COUNTY COUNCIL MEETING
ADDITIONS TO THE AGENDA
July 15, 2021

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Economic Development

ISSUES UNDER CONSIDERATION: Request For Council To Award Bid No. 01-21/22 Monumental Sign For Florence County Industrial Park East To Skyline Signs, LLC, Conway, SC In the Amount Of $49,457 To Be Funded From 2021 Economic Development Bond Funds. ***(3 Compliant Bids Received).***

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on June 9, 2021. The bid opening was held on July 7, 2021.
2) Three (3) bids were received; Three (3) bids were compliant. Skyline Signs, LLC, Conway, SC is the lowest responsible, responsive bidder.
3) Bid expires September 7, 2021.

FUNDING FACTORS:

$49,457 = Total amount to be funded by 2021 Economic Development Bond Funds.

OPTIONS:

1) Award Bid No. 01-21/22 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1. Bid Tabulation Sheet.
2. Recommendation letter from Ross Oakley, Project Manager Thomas and Hutton dated July 12, 2021.

Florence County, South Carolina
Project: Industrial Park Monumental Sign for the Florence County Industrial Park East

Bid Opening Date: 7/7/2021
Time: 2:00 p.m.

Tabulation for Bid No. 01-21/22

Company Name of Bidder	Bid Bond (Y/N)	Primary Bid**	Maximum Local 5% Deduction*	Primary Bid w/Local Deduction
Skyline Signs, LLC - Conway, SC	Yes	$49,456.98	N/A	$49,456.98
Ritelite Custom Signs - Concord, NC	Yes	$77,999.00	N/A	$77,999.00
Associates Roofing & Construction, Inc. - Murrells Inlet, SC	Yes	$132,000.00	N/A	$132,000.00

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax

THOMAS & HUTTON
1501 MAIN STREET, SUITE 760 | COLUMBIA, SC 29201
POST OFFICE BOX 7608 | COLUMBIA, SC 29202
803.451.6789 | WWW.THOMASANDHUTTON.COM

July 12, 2021

K.G. Smith, Jr., Administrator
Florence County
180 N. Irby Street
Florence, SC 29501

Re: Bid of July 7, 2021
Monument Signage for the Florence County Industrial Park East
J-28601.0001

Dear Mr. Smith:

Three (3) bids were received for the referenced project. A tabulation of the bids is attached.

We offer the following comments on the bids received:

1. All bidders submitted the required Bid Bond.
2. All bidders were responsive.
3. The bids are subject to acceptance for 120-days from the bid date.

Bids were evaluated on the total project bid. Based on our review, we believe the lowest qualified bidder is Skyline Signs, LLC of Conway, South Carolina. Conway National Bank, located in Conway, South Carolina, is Skyline Signs, LLC surety company, and has a $5 Million line of credit to cover requirements to issue bid, performance, and payment bonds.

We have reviewed the qualifications information that Skyline Signs, LLC, submitted with their bid, including contacting their references, and received confirmation of good performance on past projects.

Therefore, we recommend the contract for the project be awarded to Skyline Signs, LLC, for the bid in the amount of $49,456.98.

As previously stated, the bid hold for this project is 120-days. However, we recommend imminent award of the project to Skyline Signs, LLC.

We have enclosed a copy of the Bid Tabulation and Notice of Award. Please sign the Notice of Award and return to our attention. If there are any questions, please do not hesitate to contact us.

Sincerely,

THOMAS & HUTTON

Ross Oakley, P.E.
Project Manager

RSO/kjb

Enclosure / Bid Abstract / Notice of Award

cc: Mr. Patrick Fletcher, Florence County, with enclosures
Ms. Suzanne King, Florence County, with enclosures
Mr. John Culbreath, P.E., Thomas & Hutton, via email

FLORENCE COUNTY COUNCIL MEETING
July 15, 2021

AGENDA ITEM: Other Business
Infrastructure Project

DEPARTMENT: County Council
Councilman Roger M. Poston

ISSUE UNDER CONSIDERATION:
Approve The Expenditure Of Up To $22,000.00 From Council Districts' Infrastructure Funding Allocations (Approximately $2,445 Each District Or As Indicated Below) To Put A Submersible Pump (Well), Run Electricity To The Picnic Shelter And Put In 10 Lights And Four Fans, And Run Electrical From Existing Pole Across The Parking Lot And Put In A New Pole For Service, At The Dewitt Bluff Landing.

(Breakdown of cost: Well-$12,000; Electrical Work-$9,000; Running power from one side of parking lot to the other-$1,000)

FUNDING SOURCE:
XXX Infrastructure _____ Road System Maintenance Fee _____Utility

Amount:	$_____	$_____	$_____
Signed:	_____	_____	_____
	Jason M. Springs	Roger M. Poston	Alphonso Bradley
Amount:	$_____	$_____	$_____
Signed:	_____	_____	_____
	Jerry W. Yarborough, Jr.	Kent C. Caudle	Vacant
Amount:	$_____	$_____	$_____
Signed:	_____	_____	_____
	Waymon Mumford	Frank J. "Buddy" Brand, II	Willard Dorriety, Jr.

ATTACHMENTS:
None

I, Connie 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
July 15, 2021

AGENDA ITEM: Other Business
Infrastructure/Utility Project

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Asked To Approve The Expenditure Of Up To $36,000 From Council Districts' Infrastructure/Utility Funding Allocations As Indicated Below To Fund Half The Cost Of Converting Approximately 4,500 Streetlights To LED Lights Within The City Limits Of The City Of Florence, Contingent Upon The City Of Florence Accepting Responsibility For Interstate Lighting At The Interchanges On I-95 Within The Florence Area.

FUNDING SOURCE:
XXX Infrastructure _____ Road System Maintenance Fee XXX Utility

Amount:	$ _____	$ _____	$ _____
Signed:	_____	_____	_____
	Jason M. Springs	Roger M. Poston	Alphonso Bradley
Amount:	$ _____	$ _____	$ _____
Signed:	_____	_____	_____
	Jerry W. Yarborough, Jr.	Kent C. Caudle	Vacant
Amount:	$ _____	$ _____	$ _____
Signed:	_____	_____	_____
	Waymon Mumford	Frank J. "Buddy" Brand, II	Willard Dorriety, Jr.

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

July 15, 2021

AGENDA ITEM: Other Business

Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to $1,750.00 from Council District #2 for 50 Tons of MBC Stone to be put on Deep Creek Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____Infrastructure
_____Road System Maintenance
_____Utility

SIGNED: _____
Requested by Councilmember: Roger Poston

Date: _____

ACGJ
Arthur C. Gregg, Jr.

Date 7-6-21

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