Jason M. Springs
District 1

Andrew T. Rodgers, Jr.
District 2

Dr. Alphonso Bradley
District 3

Jerry W. Yarborough, Jr.
District 4

Kent C. Caudle
District 5

Stoney "Toney" C. Moore
District 6

Waymon Mumford
District 7

C. William Schofield
District 8

Willard Dorriety, Jr.
District 9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
180 NORTH IRBY STREET,
COUNTY COMPLEX
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, APRIL 17, 2025
9:00 A. M.

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

I. CALL TO ORDER: C. WILLIAM SCHOFIELD, CHAIRMAN

II. INVOCATION: WAYMON MUMFORD, SECRETARY/CHAPLAIN

III. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:
JERRY YARBOROUGH, JR., VICE-CHAIRMAN

IV. WELCOME: C. WILLIAM SCHOFIELD, CHAIRMAN

V. MINUTES:

MINUTES OF THE MARCH 20, 2025 REGULAR MEETING
Council Is Requested To Approve The Minutes Of The March 20, 2025, Regular Meeting Of The County Council.

VI. PUBLIC HEARINGS:

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

1. **ORDINANCE NO. 68-2024/25**

   An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Florence County, South Carolina And Williamsburg County, South Carolina; And Other Matters Related Thereto.

2. **ORDINANCE NO. 69-2024/25**

   An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee In-Lieu Of Ad Valorem Tax Agreement By And Between Florence County, South Carolina And Ten Governors Solar, LLC And Certain Affiliates To Provide For Fee In-Lieu Of Ad Valorem Tax Incentives And Certain Special Source Revenue Credits; And Authorizing Other Related Matters.

3. **ORDINANCE NO. 70-2024/25**

   An Ordinance Authorizing The Application Of Surplus Proceeds Of The Original Principal Amount $14,000,000 General Obligation Bonds, Series 2025A Of Florence County To Defray The Costs Of Other Capital Projects Of Florence County Including Renovations Of And Improvements To The Florence County Complex, The Purchase Of Real Property By Florence County For County Purposes, And Improvements To The Florence Regional Airport.

4. **ORDINANCE NO. 71-2024/25**

   An Ordinance Authorizing The Purchase Of Certain Real Property From The City Of Johnsonville, South Carolina, Comprising The City Hall Building Of The City Of Johnsonville, South Carolina, And The Sale Of Such Building To Florence County School District Five, South Carolina Under An Installment Purchase Agreement Between Florence County, South Carolina, And Florence County School District Five, South Carolina, And Other Matters Relating Thereto.

VII. APPEARANCES:

1. **FOSTER CARE CLOTHING CLOSET**
   Nicole Griggs With Foster Care Clothing Closet, Requests To Appear Before Council To Give An Update On The Progress From The Funds Approved By Council In October 2024 To The Non-Profit Organization.

2. **PEE DEE COALITION**
   Hope Hanna, Florence County Services Coordinator Of The Pee Dee Coalition Against Domestic And Sexual Assault, Requests To Speak Before Council About Sexual Assault Awareness Month.

3. **TARA VILLAGE NEIGHBORHOOD ASSOCIATION**
   The Following Individuals Of The Tara Village Neighborhood Association Request To Appear Before Council To Ask For Support Of Council To Revitalize Tara Village By Addressing The Issues Outlined In The 2020 Tara Village Revitalization Report.

   - Ms. Marilee Jackson
   - Ms. S. Sellers
   - Ms. E. McPhatter
   - Mr. B. Page
   - Ms. M. Moultrie
   - Ms. C. Gaskins,
   - Ms. Emmie Smith
   - Mr. H. Becker

VIII. COMMITTEE REPORTS:

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

Administration & Finance
(Chairman Schofield, Councilmen Mumford, Dorriety, and Rodgers)
August 29, 2024

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

July 1, 2021, Comprehensive Plan (Joint with Planning Commission)
February 15, 2024 Committee

Justice & Public Safety
(Councilman Springs/Chair, Councilmen Yarborough, and Moore)
March 20, 2025

Education, Recreation, Health & Welfare
(Councilman Yarborough/Chair, Councilmen Bradley, and Rodgers)
February 15, 2024

Agriculture, Forestry, Military Affairs & Intergovernmental Relations
(Councilman Schofield/Chair, Councilmen Yarborough, and Mumford)
July 1, 2021
April 10, 2025, City-County Conference Committee

IX. RESOLUTIONS/PROCLAMATIONS:

PROCLAMATION- NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

A Proclamation To Proclaim The Week Of April 13-19, 2025, As National Public Safety Telecommunications Week.

RESOLUTION OF RECOGNITION:

A Resolution To Recognize Barry Frick For His Endless Service Of Maintaining And Promoting Florence County Lynches River Park.

RESOLUTIONS:

1. **RESOLUTION NO. 36-2024/25** *(Deferral)*
   A Resolution Authorizing The Cessation Of Maintenance On An Abandonment And/Or Closure Of Existing Palmer Road, Located Near Cartersville, S.C. In County Council District 4.

2. **RESOLUTION NO. 43-2024/25**
A Resolution Designating The Month Of April As Sexual Assault Awareness Month.

3. **RESOLUTION NO. 44-2024/25**
A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant to Section 2.02 Of Ordinance 16-2023/24.

X. ORDINANCES IN POSITION:

A. THIRD READING:

1. **ORDINANCE NO. 35-2024/25** *(Deferral)*
An Ordinance To Declare Approximately 9 Acres More Or Less As Surplus Property Located At 150 W. Lee Flowers Road, Scranton, South Carolina Identified By Tax Map Number 00194-31-129 And To Authorize The Sale Of Said Approximately 9 Acres More Or Less Located At 150 W. Lee Flowers Road, Scranton, South Carolina In The Amount Of Five Hundred Eighty-Nine Thousand, Five Hundred Dollars ($589,500.00) To Project Aurora, And Other Matters Relating Thereto.

2. **ORDINANCE NO. 65-2024/25**
An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Suburban District And To Change The Zoning Designation From RU-1 Rural Community To R-2 Single Family Residential For The Property Located Off Of Wildwood Drive, Quinby, SC, As Shown On Florence County Tax Map Number 00175, Block 01, Parcel 152; And Other Matters Related Thereto. (Planning Commission Approved 8 to 0; Council District 3)

3. **ORDINANCE NO. 66-2024/25**
An Ordinance To Change The Zoning Designation For The Property In Group Five Of The East Highway 76 Gateway Study From Unzoned To CMU Commercial Mixed-Use District.

Furthermore, The Requirements Of Florence County Code Of Ordinances, Chapter 30, Zoning Ordinance, Article II. - Zoning District Regulations, Division 7, Corridor Overlay District, Shall Apply To All Properties Included In This Amendment That Lay Within Five Hundred Feet (500') Of The Corridor. Any Parcel That Extends Beyond 500' From The Corridor Shall Be Wholly Covered By The Overlay District If The Outer Area Is Twenty Percent (20%) Or Less Of The Total Parcel Size. This Measurement Shall Be Taken From The Roads Edge, Or Curb, And Extend Landwards. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Map As: 90117-08-009; And Other Matters Related Thereto. (Planning Commission Approved 8 to 0; Council District 7)

4. **ORDINANCE NO. 67-2024/25**

An Ordinance Specifying Pursuant To Section 4-10-340(B)(3) Of The South Carolina Code Authorized Purposes To Which Excess Proceeds Of The Capital Project Sales Tax Approved By The Electors Of Florence County, South Carolina On November 5, 2013, May Be Applied And Other Matters Relating Thereto.

B. SECOND READING:

1. **ORDINANCE NO. 60-2024/25**

An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Urban Development District For Property Located Off Of East Palmetto Street, Florence, SC As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 012; And Other Matters Related Thereto. (Planning Commission Approved 8 to 0; Council District 6)

2. **ORDINANCE NO. 63-2024/25**

An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00307, Block 01, Parcel 012 Located Off Of East Palmetto Street, Florence, SC From Unzoned To R-4 Multi-Family Residential, Limited District And A Portion Of The Property To B-3 General Commercial District; And Other Matters Related

Thereto. (Planning Commission Approved 4 to 1; Council District 6)

3. **ORDINANCE NO. 68-2024/25**
An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Florence County, South Carolina And Williamsburg County, South Carolina; And Other Matters Related Thereto.

4. **ORDINANCE NO. 69-2024/25**
An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee In-Lieu Of Ad Valorem Tax Agreement By And Between Florence County, South Carolina And Ten Governors Solar, LLC And Certain Affiliates To Provide For Fee In-Lieu Of Ad Valorem Tax Incentives And Certain Special Source Revenue Credits; And Authorizing Other Related Matters.

5. **ORDINANCE NO. 70-2024/25**
An Ordinance Authorizing The Application Of Surplus Proceeds Of The Original Principal Amount $14,000,000 General Obligation Bonds, Series 2025A Of Florence County To Defray The Costs Of Other Capital Projects Of Florence County Including Renovations Of And Improvements To The Florence County Complex, The Purchase Of Real Property By Florence County For County Purposes, And Improvements To The Florence Regional Airport.

6. **ORDINANCE NO. 71-2024/25**
An Ordinance Authorizing The Purchase Of Certain Real Property From The City Of Johnsonville, South Carolina, Comprising The City Hall Building Of The City Of Johnsonville, South Carolina, And The Sale Of Such Building To Florence County School District Five, South Carolina Under An Installment Purchase Agreement Between Florence County, South Carolina, And Florence County School District Five, South Carolina, And Other Matters Relating Thereto.

C. INTRODUCTION:

1. **ORDINANCE NO. 72-2024/25**
   An Ordinance To Amend Ordinance No. 13-2018/19 And To Provide For The Creation Of The County Fire Chief.

2. **ORDINANCE NO. 73-2024/25**
   An Ordinance To Ratify FY25 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

3. **ORDINANCE NO. 74-2024/25**
   An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Four Million Nine Hundred Fifty Thousand Dollar ($4,950,000) 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.

4. **ORDINANCE NO. 75-2024/25** ***(By Title Only)***
   An Ordinance Authorizing The Execution And Delivery Of A Fee Agreement By And Between Florence County, South Carolina And Project Huckleberry Providing For A Payment Of A Fee In Lieu Of Taxes, And Other Matters Related Thereto.

5. **ORDINANCE NO. 01-2025/26**
   An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2025, And Ending June 30, 2026; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

ECONOMIC DEVELOPMENT PARTNERSHIP BOARD
Council Is Requested To Approve The Appointment Of Raleigh "Tripp" Ward, III, To Serve On The Florence County Economic Development Partnership Board, Representing District 2 With The Appropriate Expiration Term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION:

1. **MONTHLY REPORTS**
   Monthly Financial Reports Are Provided To Council For The Fiscal Year 2025 Through February 28, 2025, As An Item For The Record.

2. **REPRESENTATION AGREEMENT**
   Council Is Asked To Approve An Agreement Between Florence County, South Carolina, And UPF Litigators, LLC, And Wallace Jordan, Attorney At Law, To Serve In The Best Interests Of The Residents, Citizens, And Visitors, And To Authorize The County Administrator To Execute Documents Upon Review Of The County Attorney.

3. **PRESENTATION OF FY2024 ANNUAL AUDIT**
   Council Is Requested To Approve The Annual Comprehensive Financial Report (ACFR) For The Fiscal Year Ended June 30, 2024.

B. CLERK OF COURT:

RECLASSIFICATION/ SALARY ADJUSTMENTS
Council Is Asked To Approve The Reclassification Of A Currently Occupied Legal Records Clerk IV (Hourly) Position Grade 11 To An Account Management (Hourly)

Position Grade 16, A Legal Records Clerk IV (Hourly) Position Grade 11, To A Filing Management (Hourly) Position Grade 16.

C. PROCUREMENT/GRANTS/PUBLIC WORKS:

BID NO. 25-24/25

Council Is Requested To Award Bid No. 25-24/25, District #4 Deer Road Water Main Extension Project To B&B Construction Company Inc. Of Sumter, SC Contingent Upon Rural Infrastructure Authority (RIA) Approval In The Amount Of $1,549,483.09 (The Primary Bid Amount Of $1,501,871.61 And The Alternate #1 Bid Amount of $47,611.48) To Be Funded From SCIIP Grant #A-23-C071 Funds. (***9 Bids Received)*.**

XIII. OTHER BUSINESS:

INFRASTRUCTURE:

1. **SOUTH BLUESTONE DRIVE**
   Council Is Requested To Approve The Expenditure Of Not To Exceed $10,000.00 From Council District 4 Infrastructure Allocation Funds To Place 250 Tons Of MBC Stone On South Bluestone Drive.

2. **WATER TOWER**
   Council Is Requested To Approve The Expenditure Of Not To Exceed $10,000 From Council District 2 Infrastructure Allocation Funds For Maintenance And Upkeep Of The Hyman Water Tank On Highway 51.

IVX. EXECUTIVE SESSION:

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

XV. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING
APRIL 20, 2025

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Minutes Of The March 20, 2025, Regular Meeting Of County Council.

OPTIONS:
1. ***(Recommend)*** Approve as presented.
2. Approve with corrections or additions.

ATTACHMENTS:
A copy of the minutes from the March 20, 2025, County Council meeting.

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REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, MARCH 20, 2025, 9:00 A.M., COUNCIL CHAMBERS, 180 NORTH IRBY STREET, ROOM 803 FLORENCE, SOUTH CAROLINA

PRESENT:
C. William Schofield, Chairman
Waymon Mumford, Council Member
Jerry W. Yarborough, Jr., Vice-Chairman
Andrew Rodgers, Jr., Council Member
Jason M. Springs, Council Member
Stoney "Toney" C. Moore, Council Member
Kevin Yokim, County Administrator
D. Malloy McEachin, County Attorney
Hope M. Jones, Clerk to Council

ABSENT:
Willard Dorriety, Jr., Council Member
Kent C. Caudle, Council Member (voted by Proxy)
Dr. Alphonso Bradley, Council Member (voted via phone)

ALSO PRESENT:
Jamie Floyd, Tax Assessor
Ashley Davison, Finance Director
Sam Brockington, Fire/Rescue Coordinator
Nathan Dawsey, Parks & Recreation Director
Steve Allen, Public Works Director
Reggie Sanders, GIS Director
Shawn Brashear, Planning & Building & Code Enforcement Director
Stacie Hamilton, Public Information Officer
Shannon Munoz, Deputy Administrator of Administration
Barrott Dowdy, Director of EMS
Kayla Wilson, Grants Manager
Mitch Fulmore, Deputy Administrator of Public Safety
Doris O'Hara, Clerk of Court
Felicia Simon, Register of Deeds
Andrew Stout, Museum Director
Patrick Ward, Information Technology
Tommy Sullivan, Deputy Chief of the Sheriff's Department
Chris Day, Post & Courier Editor

A notice of the regular meeting of the Florence County Council appeared in the March 18, 2025, edition of the **MORNING NEWS**. In compliance with the Freedom of Information

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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 live stream at www.florenceco.org. The video is archived on the County website.

CALL TO ORDER/INVOCATION/PLEDGE/WELCOME:

Chairman Schofield called the meeting to order. Secretary/Chaplain Mumford provided the invocation, and Vice-Chairman Yarborough led the Pledge of Allegiance to the American Flag.

MINUTES OF THE FEBRUARY 20, 2025, REGULAR MEETING

Council Is Requested To Approve The Minutes Of The Regular February 20, 2025, Meeting Of The County Council. Councilman Mumford made the motion, and Councilman Springs seconded. The motion was approved by the members present. Councilman Rodgers submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Councilman Bradley voted with a "YES" vote via phone.

PUBLIC HEARINGS:

Public Hearings were held on the following items:

RESOLUTION NO. 40-2024/25

A Resolution To Authorize The Lease Of More Or Less Fifty-Nine (59) Acres Of Agricultural Land Designated As Florence County Tax Map 00306-01-042 At Forty Dollars ($40) An Acre For A Period Of One (1) Year To A Lessee.

ORDINANCE NO. 67-2024/25

An Ordinance Specifying Under Section 4-10-340(B)(3) Of The South Carolina Code Authorized Purposes To Which Excess Proceeds Of The Capital Project Sales Tax Approved By The Electors Of Florence County, South Carolina On November 5, 2013, May Be Applied And Other Matters Relating Thereto.

Chairman Schofield declared the public hearings opened.

APPEARANCES:

RECOGNITION OF EMPLOYEES

Council Is Asked To Recognize The Employees Who Have Diligently Served The Citizens Of Florence County For 20, 25, 30, And 35 Years In The Register Of Deeds Office, Sheriff's Office, Clerk Of Court's Office, Solicitor's Office, EMS Department, County Council, And Public Works Department. Mr. Yokim presented a gift to the employees.

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JENNIFER DANFORD

Jennifer Danford, Executive Director Of The Jade Bridge, Requests To Appear Before Council To Provide Information On The Organization. Ms. Danford gave a portfolio to Council with information regarding the organization.

COMMITTEE REPORTS:

JUSTICE & PUBLIC SAFETY COMMITTEE:

Councilman Springs stated the Committee will meet directly after the County Council meeting to discuss the following items: Update on the Fire Study, Update on the EMS Study, Update on the search for a Fire Chief, and the Unified Fire District fiscal year 2025/26 budget.

Chairman Schofield declared the public hearings closed.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION OF RECOGNITION:

A Resolution To Recognize The South Florence High School Football Team As The 2024 AAAA State Champions. Councilman Moore made the motion, and Vice-Chairman Yarborough seconded. The motion was approved by the members present. Councilman Rodgers submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

RESOLUTIONS:

RESOLUTION NO. 36-2024/25 *(Deferral)*

A Resolution Authorizing The Cessation Of Maintenance On An Abandonment And/Or Closure Of Existing Palmer Road, Located Near Cartersville, S.C. In County Council District 4.

RESOLUTION NO. 40-2024/25

A Resolution To Authorize The Lease Of More Or Less Fifty-Nine (59) Acres Of Agricultural Land Designated As Florence County Tax Map 00306-01-042 At Forty Dollars ($40) An Acre For A Period Of One (1) Year To A Lessee. Councilman Moore made the motion, and Councilman Springs seconded. Mr. Yokim stated Florence County owns the property. The County would like to lease the agricultural property between Florence County and George Harrington for $40 per acre until the property can be developed. The Lessee shall make all necessary repairs to the field roads at the expense of Lessee during the lease term. The lease will be for one year. The motion was approved by the members present. Councilman Rodgers submitted a proxy for Councilman Caudle with

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a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

RESOLUTION NO. 41-2024/25

A Resolution Designating The Month Of April As Fair Housing Month. Councilman Moore made the motion, and Vice-Chairman Yarborough seconded. Mr. Yokim stated Florence County desires that all its citizens be afforded the opportunity to a decent, safe, and sound living environment. Florence County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services. The State of South Carolina enacted the South Carolina Fair Housing Law in 1989. April is recognized nationally as Fair Housing Month. The motion was approved by the members present. Councilman Rodgers submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

RESOLUTION NO. 42-2024/25

A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant To Section 2.02 Of Ordinance 16- 2023/24. Councilman Springs made the motion, and Vice-Chairman Yarborough seconded. Mr. Yokim stated Florence County adopted Ordinance 16-2023/24 on November 16, 2023. Section 2.02 of Ordinance 16-2023/24 is for the designation of specific projects and within the project categories set forth in Section 2.01(a)-(g), Council shall by resolution from time to time designate the specific individual projects to be funded from CPST III Excess. This resolution approves four new projects totaling $827,610. The motion was approved by the members present. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

ORDINANCES IN POSITION:

ORDINANCE NO. 35-2024/25 THIRD READING DEFERRED

An Ordinance To Declare Approximately 9 Acres More Or Less As Surplus Property Located At 150 W. Lee Flowers Road, Scranton, South Carolina Identified By Tax Map Number 00194-31-129 And To Authorize The Sale Of Said Approximately 9 Acres More Or Less Located At 150 W. Lee Flowers Road, Florence, South Carolina In The Amount Of Five Hundred Eighty-Nine Thousand, Five Hundred Dollars ($589,500.00) To Project Aurora, And Other Matters Relating Thereto.

ORDINANCE NO. 62-2024/25 THIRD READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 90137, Block 01, Parcel 006 Located At

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1927 East Palmetto Street, Florence, SC From CMU Commercial Mixed Use To B-3 General Commercial District; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7. Vice-Chairman Yarborough made the motion, and Councilman Moore seconded. The motion was approved by the members present on the third reading of the ordinance. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

ORDINANCE NO. 64-2024/25 THIRD READING

The Clerk published the title of the Ordinance. An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Darlington County, South Carolina, And Florence County, South Carolina; And Other Matters Related Thereto. Councilman Moore made the motion, and Vice-Chairman Yarborough seconded. The motion was approved by the members present on the third reading of the ordinance. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

ORDINANCE NO. 60-2024/25 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Urban Development District For Property Located Off Of East Palmetto Street, Florence, SC As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 012; And Other Matters Related Thereto. Councilman Moore made a motion to defer the ordinance, and Councilman Springs seconded. The motion to defer the ordinance on its second reading was approved by the members present. Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

ORDINANCE NO. 63-2024/25 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00307, Block 01, Parcel 012 Located Off Of East Palmetto Street, Florence, SC From Unzoned To R-4 Multi-Family Residential, Limited District And A Portion Of The Property To B-3 General Commercial District; And Other Matters Related Thereto. (Planning Commission Approved 4 to 1; Council District 6). Councilman Moore made the motion to defer the ordinance, and Councilman Springs seconded. Councilman Springs clarified the motion to defer was at the request of the developer. The motion to defer the ordinance on the second reading was approved by the members present. Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

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ORDINANCE NO. 65-2024/25 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Suburban District And To Change The Zoning Designation From RU-1 Rural Community To R-2 Single Family Residential For The Property Located Off Of Wildwood Drive, Quinby, SC, As Shown On Florence County Tax Map Number 00175, Block 01, Parcel 152; And Other Matters Related Thereto. (Planning Commission Approved 8 to 0; Council District 3). Councilman Moore made the motion, and Councilman Rodgers seconded. Mr. Yokim stated the zoning map amendment was requested by P3 Engineering, LLC. The applicant desires to change the land use designation and zoning for the property. The applicant's justification for the requested map amendment changes are to accommodate a residential R-2 Single Family zoning designation. The surrounding properties are zoned residential R-1 and R-2. The motion was approved by the members present on the second reading of the ordinance. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

ORDINANCE NO. 66-2024/25 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For The Property In Group Five Of The East Highway 76 Gateway Study From Unzoned To CMU Commercial Mixed-Use District. Furthermore, The Requirements Of Florence County Code Of Ordinances, Chapter 30, Zoning Ordinance, Article II. - Zoning District Regulations, Division 7, Corridor Overlay District, Shall Apply To All Properties Included In This Amendment That Lay Within Five Hundred Feet (500') Of The Corridor. Any Parcel That Extends Beyond 500' From The Corridor Shall Be Wholly Covered By The Overlay District If The Outer Area Is Twenty Percent (20%) Or Less Of The Total Parcel Size. This Measurement Shall Be Taken From The Roads Edge, Or Curb, And Extend Landwards. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Map As: 90117-08-009; And Other Matters Related Thereto. (Planning Commission Approved 8 to 0; Council District 7). Councilman Mumford made the motion, and Vice-Chairman Yarborough seconded. Mr. Yokim stated this zoning map amendment was requested by Florence County. The subject property is unzoned with residential uses. The surrounding properties are unzoned, CMU, and the City of Florence zoning. The motion was approved by the members present on the second reading of the ordinance. Councilman Mumford submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

ORDINANCE NO. 67-2024/25 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance Specifying Pursuant To Section 4-10-340(B)(3) Of The South Carolina Code Authorized Purposes To Which Excess Proceeds Of The Capital Project Sales Tax Approved By The Electors Of Florence

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County, South Carolina On November 5, 2013, May Be Applied And Other Matters Relating Thereto. Vice-Chairman Yarborough made the motion, and Councilman Moore seconded. Mr. Yokim stated that on November 5, 2013, the electors of the County approved the reimposition of a Capital Project Sales Tax (CPST II) by the County for various purposes set forth in a referendum question. Among such purposes included under Section VIII of the referendum question were certain road improvements of the City of Florence. In 2020, the City Road Improvements had been fully funded and resulted in a savings of $1,107,000 against the amount of CPST II proceeds allocated to the City Road Improvements. All projects contained in the CPST II referendum question have been completed or are fully funded as of the date hereof. The City requested that the County allocate all the Road Project savings to be applied to the following projects: Resurface Celebration Blvd, Resurface Dozier Blvd, Resurface Pettigrew, Resurface Frank Monroe Drive, and Traffic Calming Device Rosewood Drive. Ordinance No. 20-2019/20 approved the application of the Road Projects Savings to the projects. The City has advised that the projects are complete, and there remains in the funds allocated to the projects by the County the sum of $292,072. The City has requested the additional road project savings be authorized by the Council to be expended by the City on corridor enhancements to the Interstate 20 Spur located in the City. Inasmuch as all other CPST II projects have been completed or fully funded, and mindful that 4-10-340(B)(3) allows the County to allocate remaining excess capital project sales tax funds "following an ordinance specifying the authorized purpose or purposes for which the funds will be used, so as long as the purposes specified are consistent with the requirements of 4-10-330(A)(1)." The motion was approved by the members present on the second reading of the ordinance. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

ORDINANCE NO. 68-2024/25 INTRODUCTION

An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Florence County, South Carolina And Williamsburg County, South Carolina; And Other Matters Related Thereto.

ORDINANCE NO. 69-2024/25 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee In-Lieu Of Ad Valorem Tax Agreement By And Between Florence County, South Carolina And Ten Governors Solar, LLC And Certain Affiliates To Provide For Fee In-Lieu Of Ad Valorem Tax Incentives And Certain Special Source Revenue Credits; And Authorizing Other Related Matters.

ORDINANCE NO. 70-2024/25 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance Authorizing The Application Of Surplus Proceeds Of The Original Principal Amount $14,000,000 General Obligation Bonds, Series 2025A Of Florence County To Defray The Costs Of Other Capital Projects Of Florence County Including Renovations Of And Improvements To The Florence County Complex, The Purchase Of Real Property By Florence County For County Purposes, And Improvements To The Florence Regional Airport.

ORDINANCE NO. 71-2024/25 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance Authorizing The Purchase Of Certain Real Property From The City Of Johnsonville, South Carolina, Comprising The City Hall Building Of The City Of Johnsonville, South Carolina, And The Sale Of Such Building To Florence County School District Five, South Carolina Under An Installment Purchase Agreement Between Florence County, South Carolina, And Florence County School District Five, South Carolina, And Other Matters Relating Thereto.

Chairman Schofield declared the ordinances introduced.

APPOINTMENTS TO BOARDS & COMMISSIONS:

PLANNING COMMISSION

Council Is Requested To Approve The Appointment Of Christopher Mishoe, Representing District 1, To Serve On The Planning Commission Board With The Appropriate Expiration Term. Councilman Springs made the motion, and Councilman Rodgers seconded. The motion was approved by the members present. Councilman Springs submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

CITY-COUNTY MEMORIAL STADIUM

Council Is Requested To Approve The Reappointment Of Myron Frieson To Serve On The City-County Memorial Stadium Commission, Representing Seat 8 With The Appropriate Expiration Term. Councilman Moore made the motion, and Vice-Chairman Yarborough seconded. The motion was approved by the members present. Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

REPORTS TO COUNCIL:

Mr. Yokim provided updates on projects.

CPST III:

District 1 – The contract for Miles, Red, Joy, Gracelyn, and Donald roads was approved last month.

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District 2 – All District 2 CPST III projects are complete.
District 3 – Bid 04-24/25 for Brookgreen Neighborhood resurfacing (Brookgreen Dr., Whittier Cir., New Hope Dr., Tobin Dr., White Ave., McNeil Dr., Adair Dr., and Gibbs Ave.) will be under construction in the spring.
District 4 – DeGroat Road is complete pending punch list items. The Deer Road water line extension project is out for bid.
District 5 – Davis & Floyd is developing a future bid package for dirt to pave roads.
District 6 – The remaining two roads are being planned for future bids.
District 7 – Dorado, E. Rico, E. Suena, E. Tierra, Heard, N. Ives, Marlow, S. 3rd, S. Fairview, S. Robeson, Charlotte, S. Ballard, McFarland, Oak, Walnut, Clyde, E. Evans, Jarrott, Day, and Divine Streets were included in Bid 40-24/25 and up for council approval March 20th. Oakland sidewalk project engineering services study is underway by Davis & Floyd.
District 8 – Projects are being scheduled for future delivery. The contract was issued for Briggs, Scriven, and Indian Roads. Davis & Floyd received an SCDOT encroachment permit for paving.
District 9 – Construction is complete for the Monticello neighborhood.

CPST III-A:
District 1 – N. Floyd & Hagan were bid in January, approved in February, and construction is estimated to begin in April.
District 2 – Franklin & Meritt Drive were bid in January, approved in February, and construction is estimated to begin in April.
District 4 – Queen Ann Road and Discus Lane are complete. Pheasant, Quail, and Whippoorwill are complete with punch list items. Sparks will be bid in the spring.
District 5 – E. Groom & Fowler Road will be bid in the near future.
District 7 – Tara Village drainage improvements are being reviewed by engineers. E. Siesta and McMillan will be bidding in the spring. E. Siesta Drive's bid will be up for approval as part of Bid 40-24/25.
District 8 – PO issued for Camelia & Congaree was approved in September, and construction will begin in the spring.
District 9 –Winburn, Dorset, Windsong, Fletcher, Dusenbury, and Gentry Drives are substantially complete with punch list items remaining.
Montclair Way: The City of Florence completed its review of the Development Plan, and our engineers have responded with the resubmittal and fee.

DEPARTMENTS:
GIS:
Litter/Adopted highways map to assist with litter clean-up incentive.
Geocoded the hydrant data received from Fire Chiefs and sent shapefiles to ISO.
Public Works:

Public Works staff met with Todd Warren and Shannon Munoz on various SCIIP grant-funded drainage.

EMD:

Met with all fire departments and Motorola to begin programming radios on March 17 and continue through mid-April. Mobile Communications has been working with each department to install computer mounts.

Planning & Zoning:

FLATS:

Hwy 327 & I-95 Interchange – A draft contract has been submitted to SCDOT and FHWA for approval. SCDOT requested a minor change to the contract; we are waiting for FHWA's response. Staff have been hitting up both offices for a response.

Information Technology:

Email:

The sc.gov domain migration has begun and will be rolling out as department users have time. Nine (9) departments are completed.

Parks & Recreation:

- Disc Golf RFP (Course design completed, site work for parking lot has started, storage/bathroom facility TBD).
- Ebenezer Bathroom Renovation (nearing completion).
- LRCP Splash Pad (nearing completion, made changes to subcontractor).
- Lions Park Tennis/Pickleball Courts (Completed, Ceremony held on 2/28/25).
- DeWitt's Bluff Landing Seawall (PO established, expected to start in March 2025).
- Lions Park Multipurpose Building (Scheduled for Completion April 2025).

EMS:

The department responded to 2286 incidents last month (February). In February the previous year, the department responded to 2111 incidents, which equates to an 8% increase call volume.

Museum:

Eastern Carolina Contemporary Biennial

March 20 – October 19

The Eastern Carolina Contemporary Biennial highlights contemporary art created by artists from eastern South Carolina. This juried art competition occurs every two years and offers first, second, third place awards, and one honorable mention. Awards will be announced at the opening reception on March 20, 2025. Sponsored by Chick-fil-A of Florence.

Sheriff's Office:

February 2025 Summary Activity:

Detention Center population on February 28, 2025 – **545**

MONTHLY REPORTS

Monthly Financial Reports Are Provided To Council For The Fiscal Year 2025 Through January 31, 2025, As An Item For The Record.

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LEASE AGREEMENT

Council Is Asked To Approve The Lease Agreement Between High Cotton Hideaway Properties, LLC, And Florence County, South Carolina For The Property Located On The North Side Of West Egg Farm Road, Being A Portion Of Florence County Tax Parcel 00433-05-307 For The Term Of Twenty (20) Years. Councilman Moore made the motion, and Vice-Chairman Yarborough seconded. Mr. Yokim stated the Property is located north side of West Egg Farm Road near the City of Johnsonville, South Carolina, being a Portion of Florence County Tax parcel 00433-05-307 containing 1.903 acres. This is a portion of a larger tract of land conveyed to Lessor by Jennie H. Bickerton and others by deed dated October 28, 2022, and recorded November 8, 2022, in the Office of the Clerk of Court for Florence County in Book 1020 at Page 1854. The lease term will be beginning March 1, 2025, provided the lease premises are in acceptable condition to Lessee for the purposes of a Manned Convenience Center. If the property is not acceptable at that time, the lease date will commence the first day after the premises are accepted by the Lessee. The anniversary date thereafter for each year during the initial term of the Lease, annual rent shall be $7,500 for years 2-19 of the lease and shall be payable in advance on or before the first day of that year. The motion was approved by the members present. Councilman Rodgers submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

BID NO. 40-24/25

Council Is Requested To Award Bid No. 40-24/25, Resurfacing Project For District 7 Roads To Palmetto Corp. Of Conway, SC In The Amount Of $1,987,347.09 From Capital Project Sales Tax III And III-A Funding. ***(3 Compliant Bids Received).*** Vice-Chairman Yarborough made the motion, and Councilman Springs seconded. Mr. Yokim stated the bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on February 11, 2025. The bid opening was held on February 25, 2025. Three (3) bids were received and compliant. Palmetto Corp. of Conway, SC was the lowest responsible, responsive bidder. Todd Warren, CPST III Program Manager of Davis & Floyd, and Steven Allen, Public Works Director, recommend awarding to the low bidder. The bid expires on May 25, 2025. Councilman Mumford submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

DECLARATION OF SURPLUS PROPERTY & DONATION

Council Is Requested To Approve The Declaration Of One (1) 2018 Ford Explorer VIN 1FM5K8AR9JGB69112 As Surplus Property And Its Donation To The Camden Military Academy. Councilman Moore made the motion, and Vice-Chairman Yarborough seconded. Mr. Yokim stated the vehicle has approximately 120,547 miles. The disposal will not impact ongoing operations. Florence County Code requires County Council approval for the disposal of surplus property. Chairman Schofield recommends the

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donation to the Camden Military Academy. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

DECLARATION OF SURPLUS

Council Is Requested To Approve The Declaration Of (4) Public Works Heavy Duty Equipment & (6) Cat Buckets, (2) EMS Heavy Duty Equipment, And (2) Johnsonville Station Heavy Duty Equipment As Surplus Property For Disposal Through Public Internet Auction Via GovWorld. Councilman Springs made the motion, and Councilman Moore seconded. Mr. Yokim stated Council was provided a listing of the unit number, make/model, year, and mileage of each of the equipment recommended to be declared surplus. Each of the equipment listed has been replaced with more updated equipment. Disposal will not impact ongoing operations. Florence County Ordinance requires County Council approval for the disposal of surplus property. Councilman Mumford submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

RFP NO. 37-24/25

Council Is Requested To Award RFP No. 37-24/25, Lawn Services For Independence Farm & River Place To D & M Farm Services Of Effingham, SC In The Amount Of $71,946.00 To Be Funded From Parks & Recreation And Museum Budgeted Funds***. (6 Proposals Received).*** Councilman Springs made the motion, and Councilman Moore seconded. Mr. Yokim stated the RFP was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on January 27, 2025. The proposals were received on February 21, 2025. Six (6) proposals were received. A selection committee (consisting of Nathan Dawsey, Steve Allen, & Andrew Stout) disqualified four of the six submitted proposals for not meeting the requirements of the RFP. The selection committee selected D&M Farms Services. Nathan Dawsey, Parks & Recreation Director, recommends awarding D&M Farms Services. The proposals expire on May 21, 2025. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

BID NO. 30-24/25

Council Is Requested To Award Bid No. 30-24/25, Shooting Range For The Sheriff's Office To Gaster's Grading Company, Inc. Of Johnsonville, SC In The Amount Of $131,462.92 From CPST III Funds. ***(3 Compliant Bids Received).*** Vice-Chairman Yarborough made the motion, and Councilman Springs seconded. Mr. Yokim stated the bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on January 21, 2025. A pre-bid meeting was held on February 4, 2025. The bid opening was

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held on March 4, 2025. Three (3) bids were received and compliant. Gaster's Grading Company was the lowest responsible responsive bidder. Nick Gaddy of Collins & Almers Architecture and Tommy Sullivan, Chief Deputy, Sheriff's Department, recommend awarding the low bidder. The bid expires on June 4, 2025. The motion was approved by the members present. Councilman Springs submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

DECLARATION OF SURPLUS PROPERTY

Council Is Requested To Approve The Declaration Of One (1) 2001 Spartan/Alexis Engine Pumper VIN# 4P1CT02D6PA000147, As Surplus Property For Disposal Through The Most Advantageous Method To The County. Councilman Springs made the motion, and Vice-Chairman Yarborough seconded. Mr. Yokim stated the engine has been replaced by a new engine and is no longer useful to the Olanta Fire Department. The motion was approved by the members present. Councilman Yarborough submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

OTHER BUSINESS:

COUNCIL DISTRICT 6 INFRASTRUCTURE

Council Is Requested To Approve The Expenditure Not To Exceed $14,000 From Council District 6 Infrastructure Funding Allocations For Elmer Delara For Vegetation Cutback & Removal Of Blockages From Drayton Avenue To Pamplico Highway. Councilman Moore made the motion, and Councilman Rodgers seconded. The motion was approved by the members present. Councilman Springs submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

COUNCIL DISTRICT 3 INFRASTRUCTURE

Council Is Requested To Approve The Expenditure Not To Exceed $9,785.00 From Council District 3 Infrastructure Funding Allocations For Repaving The Intersection Of Summer Gate Drive And Bourbon Drive In Florence, S.C. Councilman Moore made the motion, and Councilman Rodgers seconded. The motion was approved by the members present. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

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JUSTINE ROAD INFRASTRUCTURE

Council Is Requested To Approve The Expenditure Not To Exceed $39,000.00 From Council District 6 Infrastructure Funding Allocations For Elmer Delara For Vegetation Cutback Of Trees Inside The Main Canal, Clearing Of All Blockages and Down Trees, And Bagging All Litter For Justine Road Canal Ditch. Councilman Moore made the motion, and Councilman Mumford seconded. Councilman Moore submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

SOUTH BLUESTONE DRIVE RSMF

Council Is Requested To Approve The Expenditure Of Not To Exceed $10,000.00 From Council District 4 Road System Maintenance Fee Allocation Funds (RSMF) To Place 250 Tons Of MBC Stone On South Bluestone Drive. Vice-Chairman Yarborough made the motion, and Councilman Springs seconded. The motion was approved by the members present. Councilman Yarborough submitted a proxy for Councilman Caudle with a "YES" vote. (The proxy is attached and incorporated by reference.) Clerk to Council, Hope Jones, submitted a "YES" vote for Councilman Bradley via phone.

EXECUTIVE SESSION:

Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss A Personnel Matter. Councilman Springs made the motion, and Vice-Chairman Yarborough seconded. The motion was approved by the members present.

Council entered the executive session @ 9:59 A.M.
Council reconvened at 10:12 A.M.

Chairman Schofield stated no action was taken in the executive session.

ADJOURN:

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

COUNCIL MEETING ADJOURNED AT 10:13 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

HOPE M. JONES
CLERK TO COUNCIL

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PUBLIC HEARING

MARCH 20, 2025

ORDINANCE NO. 67-2024/25

An Ordinance Specifying Under Section 4-10-340(B)(3) Of The South Carolina Code Authorized Purposes To Which Excess Proceeds Of The Capital Project Sales Tax Approved By The Electors Of Florence County, South Carolina On November 5, 2013, May Be Applied And Other Matters Relating Thereto.

NAME	ADDRESS	PHONE NUMBER
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PUBLIC HEARING

MARCH 20, 2025

RESOLUTION NO. 40-2024/25

A Resolution To Authorize The Lease Of More Or Less Fifty-Nine (59) Acres Of Agricultural Land Designated As Florence County Tax Map 00306-01-042 At Forty Dollars ($40) An Acre For A Period Of One (1) Year To A Lessee.

NAME	ADDRESS	PHONE NUMBER
1.		
2.		
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4.		
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STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Minutes;** Council Is Requested To Approve The Minutes Of The February 20, 2025, Regular Meeting Of The County Council, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Cindy Rogers. This proxy is for a yes vote on the question of the **Minutes**.

Kent C. Caudle
Member, Florence County Council

WITNESSES:

Sandra G Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
) **PROXY**
COUNTY OF FLORENCE)

I hereby leave my voting proxy for the question of **Resolution of Recognition:** Council Is Requested To Approve a Resolution To Recognize The South Florence High School Football Team As The 2024 AAAA State Champions, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Andy Rogers. This proxy is for a Yes vote on the question of the **Resolution of Recognition.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:
Sandra B Moses

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF FLORENCE)

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Resolution No. 40-2024/25;** Council Is Requested To Approve A Resolution To Authorize The Lease Of More Or Less Fifty-Nine (59) Acres Of Agricultural Land Designated As Florence County Tax Map 00306-01-042 At Forty Dollars ($40) An Acre For A Period Of One (1) Year To A Lessee, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Andy Rogers. This proxy is for a Yes vote on the question of **Resolution No. 40-2024/25.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:
Sandra G Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2024

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Resolution No. 41-2024/25;** Council Is Requested To Approve A Resolution Designating The Month Of April As Fair Housing Month, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Unky Rogers. This proxy is for a yes vote on the question of **Resolution No. 41-2024/25**

Kent C. Caudle
Member, Florence County Council

WITNESSES:
Sandra H Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025.

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2024

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Resolution No. 42-2024/25;** Council Is Requested To Approve A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant To Section 2.02 Of Ordinance 16- 2023/24, **at the regular meeting of County Council on March 20, 2025,** with County Council Member Tony Moore. This proxy is for a Yes vote on the question of **Resolution No. 42-2024/25.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:
Sandra D Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Ordinance No. 62-2024/25 Third Reading;** Council Is Requested To Approve An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 90137, Block 01, Parcel 006 Located At 1927 East Palmetto Street, Florence, SC From CMU Commercial Mixed Use To B-3 General Commercial District; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7), **at the regular meeting of County Council on March 20, 2025**, with County Council Member Tony Moore. This proxy is for a Yes vote on the question of **Ordinance No. 62-2024/25 Third Reading.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

Sandra H Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
28th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2031

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Ordinance No. 64-2024/25 Third Reading:** Council Is Requested To Approve An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Darlington County, South Carolina And Florence County, South Carolina; And Other Matters Related Thereto, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Toney Moore. This proxy is for a yes vote on the question of **Ordinance No. 64-2024/25 Third Reading.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
) **PROXY**
COUNTY OF FLORENCE)

I hereby leave my voting proxy for the question of **Ordinance No. 65-2024/25 Second Reading;** Council Is Requested To Approve An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Suburban District And To Change The Zoning Designation From RU-1 Rural Community To R-2 Single Family Residential For The Property Located Off Of Wildwood Drive, Quinby, SC, As Shown On Florence County Tax Map Number 00175, Block 01, Parcel 152; And Other Matters Related Thereto. (Planning Commission Approved 8 to 0; Council District 3), **at the regular meeting of County Council on March 20, 2025**, with County Council Member ~~AL BRADLEY~~ Drey Moore. This proxy is for a Yes vote on the question of **Ordinance No. 65-2024/25 Second Reading.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

Sandra G Moses

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF FLORENCE)

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

Witness

SWORN to before me this
20th day of March, 2025.

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Ordinance No. 66-2024/25 Second Reading:** Council Is Requested To Approve An Ordinance To Change The Zoning Designation For The Property In Group Five Of The East Highway 76 Gateway Study From Unzoned To CMU Commercial Mixed-Use District. Furthermore, The Requirements Of Florence County Code Of Ordinances, Chapter 30, Zoning Ordinance, Article II. - Zoning District Regulations, Division 7, Corridor Overlay District, Shall Apply To All Properties Included In This Amendment That Lay Within Five Hundred Feet (500') Of The Corridor. Any Parcel That Extends Beyond 500' From The Corridor Shall Be Wholly Covered By The Overlay District If The Outer Area Is Twenty Percent (20%) Or Less Of The Total Parcel Size. This Measurement Shall Be Taken From The Roads Edge, Or Curb, And Extend Landwards. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Map As: 90117-08-009; And Other Matters Related Thereto. (Planning Commission Approved 8 to 0; Council District 7) **, at the regular meeting of County Council on March 20, 2025**, with County Council Member Waymon Mumford. This proxy is for a yes vote on the question of **Ordinance No. 66-2024/25 Second Reading.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
) **PROXY**
COUNTY OF FLORENCE)

I hereby leave my voting proxy for the question of **Ordinance No. 67-2024/25 Second Reading;** Council Is Requested To Approve An Ordinance Specifying Pursuant To Section 4-10-340(B)(3) Of The South Carolina Code Authorized Purposes To Which Excess Proceeds Of The Capital Project Sales Tax Approved By The Electors Of Florence County, South Carolina On November 5, 2013, May Be Applied And Other Matters Relating Thereto, **at the regular meeting of County Council on March 20, 2025**, with County Council Member ~~Willard Dorriety~~ Toney Moore. This proxy is for a yes vote on the question of **Ordinance No. 67-2024/25 Second Reading.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

Sandra G Moses

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF FLORENCE)

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Planning Commission Appointment:** Council Is Requested To Approve Council Is Requested To Approve The Appointment Of Christopher Mishoe, Representing District 1, To Serve On The Planning Commission Board With The Appropriate Expiration Term, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Johnny Jeffers. This proxy is for a Yes vote on the question of **Planning Commission Appointment.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
30th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Reports To Council: Lease Agreement:** Council Is Asked To Approve The Lease Agreement Between High Cotton Hideaway Properties, LLC, And Florence County, South Carolina For The Property Located On The North Side Of West Egg Farm Road, Being A Portion Of Florence County Tax Parcel 00433-05-307 For The Term Of Twenty (20) Years, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Cady Rogers. This proxy is for a Yes vote on the question of **Lease Agreement.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:
Sandra H Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Reports To Council: Bid No. 40-24/25;** Council Is Requested To Award Bid No. 40-24/25, Resurfacing Project For District 7 Roads To Palmetto Corp. Of Conway, SC In The Amount Of $1,987,347.09 From Capital Project Sales Tax III And III-A Funding. ***(3 Compliant Bids Received)***, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Waymon Manford. This proxy is for a Yes vote on the question of **Bid No. 40-24/25.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Reports To Council: Declaration Of Surplus Property & Donation:** Council Is Requested To Approve The Declaration Of One (1) 2018 Ford Explorer VIN 1FM5K8AR9JGB69112 As Surplus Property And Its Donation To The Camden Military Academy, **at the regular meeting of County Council on March 20, 2025**, with County Council Member ~~William Schofield~~ James Jones This proxy is for a yes vote on the question of **Declaration of Surplus Property & Donation.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
) **PROXY**
COUNTY OF FLORENCE)

I hereby leave my voting proxy for the question of **Reports To Council: Declaration Of Surplus Property Procurement:** Council Is Requested To Approve The Declaration Of (4) Public Works Heavy Duty Equipment & (6) Cat Buckets, (2) EMS Heavy Duty Equipment, And (2) Johnsonville Station Heavy Duty Equipment As Surplus Property For Disposal Through Public Internet Auction Via GovWorld, **at the regular meeting of County Council on March 20, 2025**, with County Council Member ~~William Schofield~~ Forest Moore. This proxy is for a yes vote on the question of **Declaration of Surplus Property Procurement.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

Sandra G Moses

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF FLORENCE)

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
) **PROXY**
COUNTY OF FLORENCE)

I hereby leave my voting proxy for the question of **Reports To Council: RFP No. 37-24/25;**Council Is Requested To Award RFP No. 37-24/25, Lawn Services For Independence Farm & River Place To D & M Farm Services Of Effingham, SC In The Amount Of $71,946.00 To Be Funded From Parks & Recreation And Museum Budgeted Funds. ***(6 Proposals Received)*, at the regular meeting of County Council on March 20, 2025**, with County Council Member Tovey Moore. This proxy is for a yes vote on the question of **RFP No. 37-24/25.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF FLORENCE)

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Reports To Council: Bid No. 30-24/25:** Council Is Requested To Award Bid No. 30-24/25, Shooting Range For The Sheriff's Office To Gaster's Grading Company, Inc. Of Johnsonville, SC In The Amount Of $131,462.92 From CPST III Funds. ***(3 Compliant Bids Received)*, at the regular meeting of County Council on March 20, 2025**, with County Council Member Jason Spain. This proxy is for a Yes vote on the question of **Bid No. 30-24/25.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

Sandra P Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025.

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Reports To Council: Declaration Of Surplus Property UFD;** Council Is Requested To Approve The Declaration Of One (1) 2001 Spartan/Alexis Engine Pumper VIN# 4P1CT02D6PA000147, As Surplus Property For Disposal Through The Most Advantageous Method To The County, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Jerry Jamborough. This proxy is for a yes vote on the question of **Declaration of Surplus Property UFD.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:
Sandra H Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Other Business: Council District 6 Infrastructure:** Council Is Requested To Approve The Expenditure Not To Exceed $14,000 From Council District 6 Infrastructure Funding Allocations For Elmer Delara For Vegetation Cutback & Removal Of Blockages From Drayton Avenue To Pamplico Highway, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Jason Ervin. This proxy is for a Yes vote on the question of **Council District 6 Infrastructure.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

Sandra H Moore

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2031

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Other Business: Council District 3 Infrastructure:** Council Is Requested To Approve The Expenditure Not To Exceed $9,785.00 From Council District 3 Infrastructure Funding Allocations For Repaving The Intersection Of Summer Gate Drive And Bourbon Drive-In Florence, S.C., **at the regular meeting of County Council on March 20, 2025**, with County Council Member ~~Lt Bradley~~ Tony Moore This proxy is for a Yes vote on the question of **Council District 3 Infrastructure.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:
Sandra L Moses

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20 day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2031

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROXY

I hereby leave my voting proxy for the question of **Other Business: Justine Road Infrastructure;** Council Is Requested To Approve The Expenditure Not To Exceed $39,000.00 From Council District 6 Infrastructure Funding Allocations For Elmer Delara For Vegetation Cutback Of Trees Inside The Main Canal, Clearing Of All Blockages and Down Trees, And Bagging All Litter For Justine Road Canal Ditch, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Tonery Moore. This proxy is for a Yes vote on the question of **Justine Road Infrastructure.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

Witness

SWORN to before me this
20th day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires 4-9-2034

STATE OF SOUTH CAROLINA)
) **PROXY**
COUNTY OF FLORENCE)

I hereby leave my voting proxy for the question of **Other Business: South Bluestone Drive RSMF;** Council Is Requested To Approve The Expenditure Of Not To Exceed $10,000.00 From Council District 4 Road System Maintenance Fee Allocation Funds (RSMF) To Place 250 Tons Of MBC Stone On South Bluestone Drive, **at the regular meeting of County Council on March 20, 2025**, with County Council Member Jerry Barrineau. This proxy is for a yes vote on the question of **South Bluestone Drive RSMF.**

Kent C. Caudle
Member, Florence County Council

WITNESSES:

STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF FLORENCE)

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

Witness

SWORN to before me this
30 day of March, 2025

NOTARY PUBLIC (S.C.)
My Commission Expires ~~4-9-2034~~
4-9-2034

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Public Hearing (s)

DEPARTMENT: County Council

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

ORDINANCE NO. 68-2024/25
An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Florence County, South Carolina And Williamsburg County, South Carolina; And Other Matters Related Thereto.

ORDINANCE NO. 69-2024/25
An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee In-Lieu Of Ad Valorem Tax Agreement By And Between Florence County, South Carolina And Ten Governors Solar, LLC And Certain Affiliates To Provide For Fee In-Lieu Of Ad Valorem Tax Incentives And Certain Special Source Revenue Credits; And Authorizing Other Related Matters.

ORDINANCE NO. 70-2024/25
An Ordinance Authorizing The Application Of Surplus Proceeds Of The Original Principal Amount $14,000,000 General Obligation Bonds, Series 2025A Of Florence County To Defray The Costs Of Other Capital Projects Of Florence County Including Renovations Of And Improvements To The Florence County Complex, The Purchase Of Real Property By Florence County For County Purposes, And Improvements To The Florence Regional Airport.

ORDINANCE NO. 71-2024/25
An Ordinance Authorizing The Purchase Of Certain Real Property From The City Of Johnsonville, South Carolina, Comprising The City Hall Building Of The City Of Johnsonville, South Carolina, And The Sale Of Such Building To Florence County School District Five, South Carolina Under An Installment Purchase Agreement Between Florence County, South Carolina, And Florence County School District Five, South Carolina, And Other Matters Relating Thereto.

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FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Appearances

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Nicole Griggs With Foster Care Clothing Closet, Requests To Appear Before Council To Give An Update On The Progress From The Funds Approved By Council In October 2024 To The Non-Profit Organization.

ATTACHMENTS:
A copy of the email request.

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Hope M. Jones

From: Nicole Griggs <Nicole.Griggs@gocelero.com>
Sent: Thursday, March 27, 2025 7:45 AM
To: Hope M. Jones
Subject: County Council Request to speak for the FCCC

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

Hope, thank you so much for your time! We would love the opportunity to speak with County Council and give an update on the building that we received funds to fix and those we have been serving at the closet! Thank you for what you do and your continued partnership!



FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Appearances

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Hope Hanna, Florence County Services Coordinator Of The Pee Dee Coalition Against Domestic And Sexual Assault, Requests To Speak Before Council About Sexual Assault Awareness Month.

ATTACHMENTS:
A copy of the email request.

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Hope M. Jones

From: Hope Hanna <hhanna@peedeecoalition.org>
Sent: Wednesday, April 2, 2025 12:02 PM
To: Hope M. Jones
Subject: Request

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

Mrs. Jones,

My name is Hope Hanna and I am the Florence County Services Coordinator at the Pee Dee Coalition Against Domestic and Sexual Assault, I am requesting to speak at the upcoming April County Council meeting about Sexual Assault Awareness Month.

Please let me know if someone has already made the request.

Thanks.

Respectfully,

Hope Hanna, **MA**
Crisis Line Coordinator
Pee Dee Coalition Against Domestic and Sexual Assault
843.669.4694 Crisis Center
843.758.7484 Cell
843.673.2005 Fax

Like us! | **Make A Difference - Donate!** | **Get Help! 24-Hour Crisis Line 1-800-273-1820**
Pee Dee Coalition is a non-profit volunteer organization dedicated to the reduction of sexual assault, family violence, and child abuse and to serving the needs of victims.

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Appearances

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
The Following Individuals Of The Tara Village Neighborhood Association Request To Appear Before Council To Ask For Support Of Council To Revitalize Tara Village By Addressing The Issues Outlined In The 2020 Tara Village Revitalization Report.

- Ms. Marilee Jackson
- Ms. S. Sellers
- Ms. E. McPhatter
- Mr. B. Page
- Ms. M. Moultrie
- Ms. C. Gaskins,
- Ms. Emmie Smith
- Mr. H. Becker

ATTACHMENTS:
A copy of the email request.

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,TARA VILLAGE NEIGHBORHOOD ASSOCIATION

c/o Ms. M. Jackson 808 Pitty Pat Dr. Florence, SC 29505 843-407-5258

TVNA2018@yahoo.com

****

Ms. M. Jackson– President/Director
Ms. N. Gandy – Vice President
Ms. D. VanWolde - Secretary/Treasurer
Ms. Ella McPhatter – Secretary

March 28, 2025

Hom. C. William Scholfield
Chairman
Florence County Council
180 S. Irby Street - MSC-G
Florence, SC 29501

RE: Request to be Heard

Dear Mr. Scholfield:

This letter is a request to be heard before the County Council at the April 20, 2025 Council meeting. The following members of the Tara Village would also like to be heard:

Ms. Marilee Jackson	Mr. B. Page	Ms. Emmie Smith
Ms., S. Sellers	Ms. M. Moultrie	Mr. H. Becker
Ms. E. McPhatter	Ms. C. Gaskins	

The purpose of the request to be heard is to repeat our need for the Council's support to revitalize Tara Village by addressing all the issues outlined in the 2020 Tara Village Revitalization Report that was submitted to the County Council with 701 Petitions of Support the Report was also submitted to the County Planning and Capital Project Sales Tax Commissioners. Enclosed is information regarding our status, letters sent to and received from the former business administrator and council representatives. Most of our correspondence and reports do not receive an answer.

A brief report of the 7-year (2017-2024) history is also enclosed. Our goal is to improve the quality of life for current residents, develop affordable housing and leave a legacy for future generations in Tara Village. We know that Community Development and neighborhood revitalization are built from the inside out and the involvement of experienced residents/stakeholders is crucial to the success of all revitalization projects.

To accomplish our goals, we need a State-required Comprehensive Plan to be developed by the Florence County Council. The Council's support is essential to the revitalization of Tara Village. Thank you for taking the time to review the report and we look forward to speaking to the Council members on April 20, 2025.

Respectfully,

Marilee Jackson
President/Director
CC: Florence County Councilmembers
ATT: Ms. Hope Jones, Clerk- Florence County Council -
Enclosures

FLORENCE COUNTY COUNCIL MEETING

Item for Meeting on: April 17, 2025

AGENDA ITEM: Proclamation

DEPARTMENT: Emergency Management – Central Dispatch

ISSUE UNDER CONSIDERATION:

A Proclamation Designating The Week Of April 13-19, 2025, As National Public Safety Telecommunicators Week In Florence County.

POINTS TO CONSIDER:

1. 9-1-1 Telecommunicators have a vital role in public safety. Every day, people depend on the skills, expertise, and commitment of the men and women who work in public safety telecommunications. These individuals help save lives by responding to emergency calls, dispatching emergency professionals and equipment, and providing moral support to citizens in distress.
2. The term "9-1-1" is often associated with rapid emergency response, poise under pressure, aid and compassion in times of distress, and critical decision-making within seconds. Many people do not stop to think about these seemingly nameless, faceless individuals until they experience actual emergencies themselves. These professionals often make the difference between life and death.
3. This week is dedicated to honoring the Telecommunications professionals within the public safety community and celebrating their contributions to serving the public.

OPTIONS:

1. ***(Recommended)***: Approve the Proclamation as presented.
2. Provide an Alternate Directive.

ATTACHMENTS:

Copy of Proposed Proclamation

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STATE OF SOUTH CAROLINA) **PROCLAMATION**
COUNTY OF FLORENCE)

PROCLAMATION RECOGNIZING NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK AS APRIL 13-19, 2025

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers, emergency medical services, and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the 9-1-1 communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of Florence County Central Dispatch have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism in the past year while performing his/her job.

NOW, THEREFORE, WE, the governing body of Florence County, the Florence County Council, do hereby proclaim April 13-19, 2025 as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN FLORENCE COUNTY

in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

Done in meeting duly assembled this 17th day of April, 2025.

THE FLORENCE COUNTY COUNCIL:

C. WILLIAM SCHOFIELD, CHAIRMAN

Attest:

HOPE M. JONES, COUNCIL CLERK

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Resolution of Recognition

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution To Recognize Barry Frick For His Endless Service Of Maintaining And Promoting Florence County Lynches River Park.

OPTIONS:

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

ATTACHMENTS:
Copy of proposed Resolution of recognition.

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STATE OF SOUTH CAROLINA)
) **RESOLUTION OF RECOGNITION**
COUNTY OF FLORENCE)

WHEREAS, the Florence County Lynches River Park has been a place of natural beauty, recreation, and community enjoyment for many years, providing a haven for visitors of all ages; and

WHEREAS, Barry Frick, through his tireless dedication, commitment, and hard work, has played a vital role in maintaining, preserving, and enhancing the beauty and safety of Florence County Lynches River Park for the benefit of the community; and

WHEREAS, Barry Frick has demonstrated exceptional responsibility and passion in providing essential services including cleaning, maintaining, and preserving park grounds, facilities, and resources, ensuring that it remains a clean, welcoming, and safe environment for all who visit; and

WHEREAS, Barry Frick has also promoted the park's natural beauty, helping raise awareness about its importance and inspiring others to take pride in their local environment; and

WHEREAS, through his outstanding efforts, Barry Frick has helped improve the park's overall appearance, functionality, and sustainability, leaving a lasting positive impact on the community and future generations; and

WHEREAS, Barry Frick's unwavering service and devotion to the park, combined with his professionalism, teamwork, and kindness, have earned him the respect and admiration of the entire Florence County community.

NOW, THEREFORE, BE IT RESOLVED, that the Florence County Council does hereby express its deepest gratitude and appreciation to Barry Frick for his years of dedicated service and his commitment to the stewardship and enhancement of Florence County Lynches River Park.

DONE, in meeting duly assembled this 17th day of April, 2025.

THE FLORENCE COUNTY COUNCIL:

_____
C. William Schofield, Chairman

_____
Kent C. Caudle, Council District 5

DRAFT

FLORENCE COUNTY COUNCIL MEETING

APRIL 17, 2025

AGENDA ITEM: Resolution No. 36-2024/25 *(Deferral)*

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing The Cessation Of Maintenance On An Abandonment And/Or Closure Of Existing Palmer Road Located Near Cartersville, S.C. In County Council District 4.

POINTS TO CONSIDER:

1. Palmer Road is located in Council District 4 area of the County; and

2. Palmer Road is maintained by the Public Works Department of Florence County; and

3. Council is requested to abandon and cease maintenance on Palmer Road between W. Smith Street And Chaney Gove Road near Cartersville, S.C; and

4. All property owners contiguous to the section of Palmer Road requested to be closed agree the road should be closed.

OPTIONS:

1. ***(Recommended)*** to defer Resolution No. 36-2024/25.
2. Provide an alternate directive.

ATTACHMENTS:

1. Copy of proposed Resolution No. 36-2024/25.
2. Copy of letter and location map from Steve Allen, Public Works Director.

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Sponsor(s)/Department	: County Council/Administration/Public Works	
Public Hearing	: February 20, 2025 Deferred	I, Hope M. Jones,
Adopted	:	Council Clerk, certify that this
Committee Referral	: N/A	Resolution was advertised for
Committee Consideration Date	: N/A	Public Hearing on 2/4/2025.
Committee Recommendation	: N/A	

RESOLUTION NO. 36-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing The Cessation Of Maintenance On An Abandonment And/Or Closure Of Existing Palmer Road Located Near Cartersville, S.C. In County Council District 4.)

WHEREAS:

1. Palmer Road is located in Council District 4 area of the County; and

2. Palmer Road is maintained by the Public Works Department of Florence County; and

3. Council is requested to abandon and cease maintenance on Palmer Road between W. Smith Street And Chaney Gove Road near Cartersville, S.C; and

4. All property owners contiguous to the section of Palmer Road requested to be closed agree the road should be closed.

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

1. Palmer Road Is Hereby Abandoned, Closed By Florence County And All Maintenance Thereof By Florence County Is Hereby Discontinued.

2. Florence County Declares Palmer Road Between W. Smith Street And Chaney Grove Road Closed As A Public Way.

ATTEST:

_____
Hope M. Jones, Council Clerk

SIGNED:

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

_____
Approved as to content and form
D. Malloy McEachin, County Attorney

DRAFT

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Resolution No. 43-2024/25

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Designating The Month Of April As Sexual Assault Awareness Month.

POINTS TO CONSIDER:

1. Sexual assault is a widespread and devasting crime that affects millions of individuals of all genders, ages, races, and backgrounds in communities across the nation.
2. Florence County has statistically had a high rate per capita of sexual assault reported and had the highest rate per capita in the recent report provided by SLED in 2023 of 8.69 per 10,000 people.
3. Florence County has seen an increase in reports of sexual violence to law enforcement between 2022 and 2023 per SLED reports.
4. Raising awareness about the prevalence of sexual assault and the importance of prevention is crucial in combating this societal issue and creating safer environments for all.
5. Designating the month of April for awareness encourages individuals, communities, and organizations to come together to advocate for those impacted by sexual assault, foster understanding, and promote support systems for survivors of sexual violence.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Resolution No. 43-2024/25.

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Sponsor(s)	: County Council
Adopted	: April 17, 2025
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 43-2024/25

A RESOLUTION DESIGNATING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, sexual assault is a widespread and devastating crime that affects millions of individuals of all genders, ages, races, and backgrounds in communities across the nation; and

WHEREAS, according to the National Crime Victim Survey, only 310 out of 1000 victims will report their assault to law enforcement, only 50 of those reports lead to an arrest, 28 of those arrests lead to a felony conviction, and only 25 of those will face any time in jail or prison.

WHEREAS, Florence County has statistically had a high rate per capita of sexual assault reported, and had the highest rate per capita in the recent report provided by SLED in 2023 of 8.69 per 10,000 people; and

WHEREAS, Florence County has seen an increase in reports of sexual violence to law enforcement between 2022 and 2023 per SLED reports; and

WHEREAS, sexual assault not only causes immediate harm to survivors but also has long-term physical, emotional, and psychological effects on victims, their families, and communities; and

WHEREAS, raising awareness about the prevalence of sexual assault and the importance of prevention is crucial in combating this societal issue and creating safer environments for all; and

WHEREAS, national organizations such as the National Sexual Violence Resource Center (NSVRC), RAINN (Rape, Abuse & Incest National Network), and local advocacy groups like Pee Dee Coalition Against Domestic and Sexual Assault work tirelessly to support survivors, promote education, and push for changes in laws and policies that protect individuals from sexual violence; and

WHEREAS, designating the month of April for awareness encourages individuals, communities, and organizations to come together to advocate for those impacted by sexual assault, foster understanding, and promote support systems for survivors of sexual violence; and

WHEREAS, this resolution reaffirms our commitment to working toward a society free from sexual violence, and to honoring the strength and courage of survivors while continuing to raise awareness about the resources available to them.

DRAFT

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY CONCIL OF FLORENCE COUNTY DULY ASSEMBLED THIS 17TH DAY OF APRIL, 2025 THAT:

April 2025 is hereby designated as Sexual Assault Awareness Month In Florence County. Notification of the Resolution adoption to be published in the Morning News.

ATTEST:

_____

Hope M. Jones, Council Clerk

_____

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

SIGNED:

_____

C. William Schofield, Chairman
COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING
April 17, 2025

AGENDA ITEM: Resolution No. 44-2024/25

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant To Section 2.02 of Ordinance 16-2023/24.

POINTS TO CONSIDER:

1. Florence County adopted Ordinance 16-2023/24 on November 16, 2023.

2. Section 2.02 of Ordinance 16-2023/24 is for the Designation of Specific Projects and within the project categories set forth in Section. 2.01(a)-(g), Council shall by resolution from time to time designate the specific individual projects to be funded fromCPSTIII Excess.

3. This resolution approves three new projects totaling $261,941, where there is a slight increse to one project . This resolution also decreases one road project where bids came in lower than estimated for a cost savings of $164,015.

OPTIONS:
1. ***(Recommend)*** approve as presented.
2. Provide an alternate directive.

ATTACHMENTS:
1. Proposed Resolution No. 44-2024/25
2. Ordinance 16-2023/24

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Sponsor(s)/Department : Administration
Adopted: : April 17, 2025
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 44-2024/25

(A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant To Section 2.02 of Ordinance 16-2023/24.)

WHEREAS:

1. Florence County adopted Ordinance 16-2023/24 on November 16, 2023; and

2. Section 2.02 of said Ordinance 16-2023/24 is for the Designation of Specific Projects and within the project categories set forth in Section. 2.01(a)-(g), Council shall be resolution from time to time designate the specific individual projects to be funded from CPSTIII Excess;

3. The specific projects designated are as follows:

Road Improvements		
District 1:	Hagan Street	$2,541
District 6:	Dempsy Road	$170,000
	Charlie Cade Road	($164,015)
Rural Fire		
Johnsonville Station Storage Building		$89,400

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

Florence County Council hereby approves the above designated new projects totaling $261,941 and the decrease to one project totaling $164,015 from CPSTIII Excess funds.

ATTEST:

_____
Hope M. Jones, Council Clerk

_____
Approved as to content and form
D. Malloy McEachin, County Attorney

SIGNED:

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

Sponsor(s)	: Finance
First Reading	: September 21, 2023
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Second Reading	: October 19, 2023
Public Hearing	: October 19, 2023
Third Reading	: November 16, 2023
Effective Date	: Immediately

I, Hope M. Jones, Council Clerk, certify that this Ordinance was advertised for Public Hearing on 10/ 3/2023.

ORDINANCE NO. 16-2023/24

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE PURSUANT TO SECTION 4-10-340(B)(3) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, FOR THE EXPENDITURE OF EXCESS REVENUES RECEIVED BY THE COUNTY FROM THE CAPITAL PROJECT SALES TAX IMPOSED IN FLORENCE COUNTY PURSUANT TO ARTICLE 3 OF CHAPTER 10 OF TITLE 4 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND A REFERENDUM HELD IN FLORENCE COUNTY ON NOVEMBER 3, 2020, TO SPECIFY THE PURPOSES FOR WHICH EXPENDITURES WILL BE MADE, AND OTHER MATTERS RELATING THERETO.

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

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

On July 16, 2020, the Council enacted Ordinance Number 31-2019/20 entitled: "AN ORDINANCE TO IMPOSE A ONE PERCENT SALES TAX, SUBJECT TO A REFERENDUM, WITHIN FLORENCE COUNTY PURSUANT TO THE CAPITAL PROJECT SALES TAX ACT; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH THE TAX MAY BE IMPOSED; TO PROVIDE THE MAXIMUM COST OF THE PROJECTS OR FACILITIES FUNDED FROM THE PROCEEDS TO BE RAISED BY THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM AND TO CONCUR IN THE CONTENTS OF THE BALLOT QUESTION IN SUCH REFERENDUM; TO ESTABLISH THE PRIORITY IN WHICH THE PROCEEDS OF THE TAX ARE TO BE EXPENDED; TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS OF FLORENCE COUNTY, SUBJECT TO SUCH REFERENDUM, TO DEFRAY COSTS OF PROJECTS AND ISSUANCE COSTS; TO PROVIDE FOR THE CONDUCT OF SUCH REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX; TO PROVIDE FOR THE PAYMENT OF THE TAX; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO" (the "Initial Ordinance"). The Initial Ordinance was enacted pursuant to the authority of certain provisions of the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), including the Capital Project Sales Tax Act, Sections 4-10-300 et seq. of the S.C. Code (the "Sales Tax Act").

Pursuant to the Initial Ordinance and the Sales Tax Act, a referendum was held in the County on November 3, 2020. As certified by the Florence County Voter Registration and Elections Commission, the question presented in the referendum (the "Referendum Question") was approved by the majority of the voters casting a vote therein, with 33,263 votes cast in favor and 13,944 votes cast in opposition.

Pursuant to the Sales Tax Act and approval of the Referendum Question, the imposition of the sales and use tax provided for in the Sales Tax Act, the third such sales and use tax imposed in Florence County ("CPST III") commenced May 1, 2021 and will terminate on April 30, 2028.

The Referendum Question contained projects permitted to be funded from the proceeds of CPST III pursuant to Section 4-10-330(A)(1) of the Sales Tax Act (the "Initial Projects").

On February 18, 2021, the Council enacted Ordinance No. 15-2020/21 entitled "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING ONE HUNDRED TWENTY MILLION DOLLARS ($120,000,000) GENERAL OBLIGATION BONDS OF FLORENCE COUNTY, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO" (the "CPST Bond Ordinance").

Pursuant to the CPST Bond Ordinance, the County issued, sold, and delivered $120,000,000 in principal amount of general obligation bonds of the County on March 11, 2021 (the "CPST III Bonds") in order to provide funds to defray the costs of the Initial Projects.

The CPST III Bonds are payable from the revenues derived from the imposition of CPST III and mature on June 1, 2028.

Section 3.8 of the Initial Ordinance provides for a flow of funds relative to the CPST III revenues and the CPST III Bonds. Said Section 3.8 provides that an amount equal to the amount of principal and interest payable on the CPST III Bonds during the following thirteen months shall be maintained in the sinking

fund for the CPST III Bonds at all times, after which funds may be used to fund any debt service reserve fund established for the CPST Bonds and used to pay cost overruns with respect to the Initial Projects.

No debt service reserve fund has been established for the CPST III Bonds and all of the Initial Projects are either complete for fully funded with no cost overruns.

In consultation with the County's municipal financial advisor, County administration has projected that the amount of CPST III revenue that will be collected to April 30, 2028 will exceed debt service requirements with respect to the CPST III Bonds to the final maturity of the CPST III Bonds by between $50,000,000 and $80,000,000 (the "CPST III Excess").

Section 4-10-340(B)(3) of the Sales Tax Act, provides that, if excess revenues from the imposition of a capital project sales tax remain after all projects in the applicable referendum question have been fully funded and the capital project sales tax has not been reimposed, County Council may by ordinance apply may specify and direct the expenditure of such proceeds to other projects selected by County Council so long as the projects fall within the categories of project listed in Section 4-10-330(A)(1) of the Sales Tax Act.

CPST III is currently in effect and has not been reimposed.

As allowed by Section 4-10-340(B)(3) of the Sales Tax Act, Council therefore intends by and through this Ordinance to specify and direct the expenditure of $50,000,000 of the CPST Excess to public projects in the categories listed in Section 4-10-330(A)(1) of the Sales Tax Act.

* * *

ARTICLE II

SPECIFICATION AND DIRECTION OF EXPENDTURE OF EXCESS CPST III REVENUES

Section 2.01 Purposes of Expenditures.

As provided in Section 4-10-340(B)(3) of the Sales Tax Act, Council hereby directs the expenditure of $50,000,000 of CPST III Excess to the following projects:

(a) Road Improvements
(including without limitation paving, repaving, or other resurfacing, routing, rerouting drainage, sidewalks or other resurfacing, routing, rerouting drainage, sidewalks, and other in each County Council District, to be allocated equally among County Council districts

(b) Infrastructure permitted by Section 4-10-330(A)(1) of the Sales Tax Act and serving economic development projects

(c) Cultural, recreational, and historic Facilities to include parks and public land

(d) Improvements to fire protection facilities

(e) Montague Road Extension

(f) General improvements to County facilities
Permitted by Section 4-10-330(A)(1) of the Sales Tax Act

(g) Municipal water and sewer improvements

Section 2.02 Designation of Specific Projects.

Within the project categories set forth in Section. 2.01(a)-(g) above, Council shall by resolution from time to time designate the specific individual projects to be funded from CPST III Excess.

Section 2.03 Application of CPST III Excess to Projects.

Council may fund the projects identified in Section 2.01 above either by direct expenditure of the CPST III Excess designated in such Section or by using such amounts to pay debt service on acquisition agreements with respect to such projects, including without limitation installment purchase agreements.

ARTICLE III

MISCELLANEOUS

Section 3.01 Severability of Invalid Provisions.

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

Section 3.02 Further Action by Officers of County.

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them. In the absence of any officer of the Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

Section 3.03 Effective Date of Ordinance.

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

ATTEST:

Hope Jones, Clerk to County Council

Willard Dorriety, Jr., Chairman

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

COUNCIL VOTE: approved
OPPOSED: 0
ABSENT: (1) proxy - Bradley

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council on November 16, 2023. The Ordinance was read at three public meetings of the County Council on three separate days, September 21, 2023, October 19, 2023, and November 16, 2023. An interval of at least seven days occurred between each reading of the Ordinance. At each such meeting, a quorum of the County Council was present and remained present throughout the meeting.

The meetings held on September 21, 2023, October 19, 2023, and November 16, 2023 were each a regular meeting of the County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the "Freedom of Information Act").

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

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

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this 16th day of November, 2023.

(Seal)

Clerk, Florence County Council

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Ordinance No. 35-2024/25 Third Reading Deferral

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance To Declare Approximately 9 Acres More Or Less As Surplus Property Located At 150 W. Lee Flowers Road, Scranton, South Carolina Identified By Tax Map Number 00194-31-129 And To Authorize The Sale Of Said Approximately 9 Acres More Or Less Located At 150 W. Lee Flowers Road, Scranton, South Carolina In The Amount Of Five Hundred Eighty-Nine Thousand, Five Hundred Dollars ($589,500.00) To Project Aurora, And Other Matters Relating Thereto.]

POINTS TO CONSIDER:
1. Florence County owns the property located at 150 W. Lee Flowers Road, Scranton, SC.
2. Nine (9) acres more or less a portion of the property is considered surplus property and no longer essential to the operations of the County, and the County has no future plans for the property.
3. S.C. Code 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)*** to defer the third reading of Ordinance No. 35-2024/25.
2. Provide An Alternate Directive

ATTACHMENT:
Copy of Proposed Ordinance No. 35-2024/25.

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Sponsor(s)	: County Council	
First Reading/Introduction	: August 15, 2024	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on 9/2/2024.
Public Hearing	: September 19, 2024	
Second Reading	: September 19, 2024	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 35-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance To Declare Approximately 9 Acres More Or Less As Surplus Property Located At 150 W. Lee Flowers Road, Scranton, South Carolina Identified By Tax Map Number 00194-31-129 And To Authorize The Sale Of Said Approximately 9 Acres More Or Less Located At 150 W. Lee Flowers Road, Scranton, South Carolina In The Amount Of Five Hundred Eighty-Nine Thousand, Five Hundred Dollars ($589,500.00) To Project Aurora, And Other Matters Relating Thereto.

WHEREAS:

1. Florence County owns property located at 150 W. Lee Flowers Road, Scranton, SC, TMP# 00194-31-129, which is comprised of approximately 31.03 acres, more or less; and

2. A 9 Acre more or less Portion of the property is considered surplus property and no longer essential to the operations of the County, and the County has no future plans for the property; and

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

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

Section 1. Florence County owns TMP # 00194-31-129 located at 150 W. Lee Flowers Road, Scranton, SC.

Section 2. Florence County will separate out 9 Acres more or less from TMP # 00194-31-129 on a Plat to be prepared. The consideration for this 9 acres more or less is Five Hundred Eighty-Nine Thousand Five Hundred Dollars ($589,500.00).

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

DRAFT

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

ATTEST:

SIGNED:

Hope M. Jones, Council Clerk

C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, April 17, 2025

AGENDA ITEM: Ordinance No. 65-2024/25
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Suburban District And To Change The Zoning Designation From RU-1 Rural Community To R-2 Single Family Residential For The Property Located Off Of Wildwood Drive, Quinby, SC, As Shown On Florence County Tax Map Number 00175, Block 01, Parcel 152; And Other Matters Related Thereto.] (Planning Commission Approved 8 to 0; Council District 3)

POINTS TO CONSIDER:
1. This zoning map amendment was requested by P3 Engineering, LLC; and,

2. The applicant desires to change the land use designation and zoning for the property; and

3. The applicant's justification for the requested map amendment changes are to accommodate a residential R-2 Single Family zoning designation; and,

4. The surrounding properties are zoned residential R-1 and R-2.

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

ATTACHMENTS:
1. Ordinance No. 65-2024/25
2. Staff report for PC#2025-01
3. Location Map
4. Zoning Map
5. Aerial Map
6. Comprehensive Plan Map

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Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: January 28, 2025	Council Clerk, certify that this Ordinance was advertised for Public Hearing on December 28, 2024 (PC) and January 11, 2025 (PC).
Planning Commission Public Hearing	: January 28, 2025	
Planning Commission Action	: January 28, 2025 [Approved 8-0]	
First Reading/Introduction	: February 20, 2025	
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: March 20, 2025	
Third Reading	: April 17, 2025	
Effective Date	: Immediately	

ORDINANCE NO. 65-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Suburban District And To Change The Zoning Designation From RU-1 Rural Community To R-2 Single Family Residential For The Property Located Off Of Wildwood Drive, Quinby, SC, As Shown On Florence County Tax Map Number 00175, Block 01, Parcel 152; And Other Matters Related Thereto.]

WHEREAS:

1. This zoning map amendment was requested by P3 Engineering Group, LLC; and,

2. The applicant desires to change the land use designation and zoning for the property; and

3. The applicant's justification for the requested map amendment changes are to accommodate a residential R-2 Single Family zoning designation; and,

4. The surrounding properties are zoned residential R-1 and R-2.

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

1. The Property Located Off Of Wildwood Road, Quinby, SC As Shown On The Following Tax Map As: 00175-01-152; Is Hereby Rezoned Suburban District and R-2 Single Family 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:

_____
Hope M. Jones, Council Clerk

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

SIGNED:

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, January 28, 2025
PC#2025-01

SUBJECT:	A Comprehensive Plan And Zoning Map Amendment Requested By P3 Engineering Group, LLC To Change The Future Land Use Designation From **Variable Development District 2** To **Suburban District** And To Change The Zoning Designation From **RU-1 Rural Community To R-2 Single Family** For The Property Located Off Of Wildwood Drive, Quinby, SC, As Shown On Florence County Tax Map Number 00175, Block 01, Parcel 152.
LOCATION:	203 Wildwood Drive, Quinby, SC
TAX MAP NUMBERS:	00175, Block 01, Parcel 152
COUNCIL DISTRICT(S):	3; County Council
OWNER OF RECORD:	R & R DEV, LLC
APPLICANT:	P3 Engineering Group, LLC
ZONING/LAND AREA:	RU-1 / Approximately 5.15 acres
WATER/SEWER AVAILABILITY:	City of Florence
ADJACENT WATERWAYS/ BODIES OF WATER:	None
FLOOD ZONE:	X
PARCEL ZONING DESIGNATION:	RU-1

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The current use of the subject property is residential and is zoned RU-1(Rural Community District)
2. Proposed Land Use and Zoning:
   The proposal is to rezone the subject property to R-2 Single-Family Residential District.
3. Surrounding Land Use and Zoning:
   North: Town of Quinby / Vacant, Residential / R-1, R-2
   South: Town of Quinby / Vacant / R-2

West: Town of Quinby / Residential, Vacant / R-1, R-2
East: Town of Quinby / Vacant/R-2

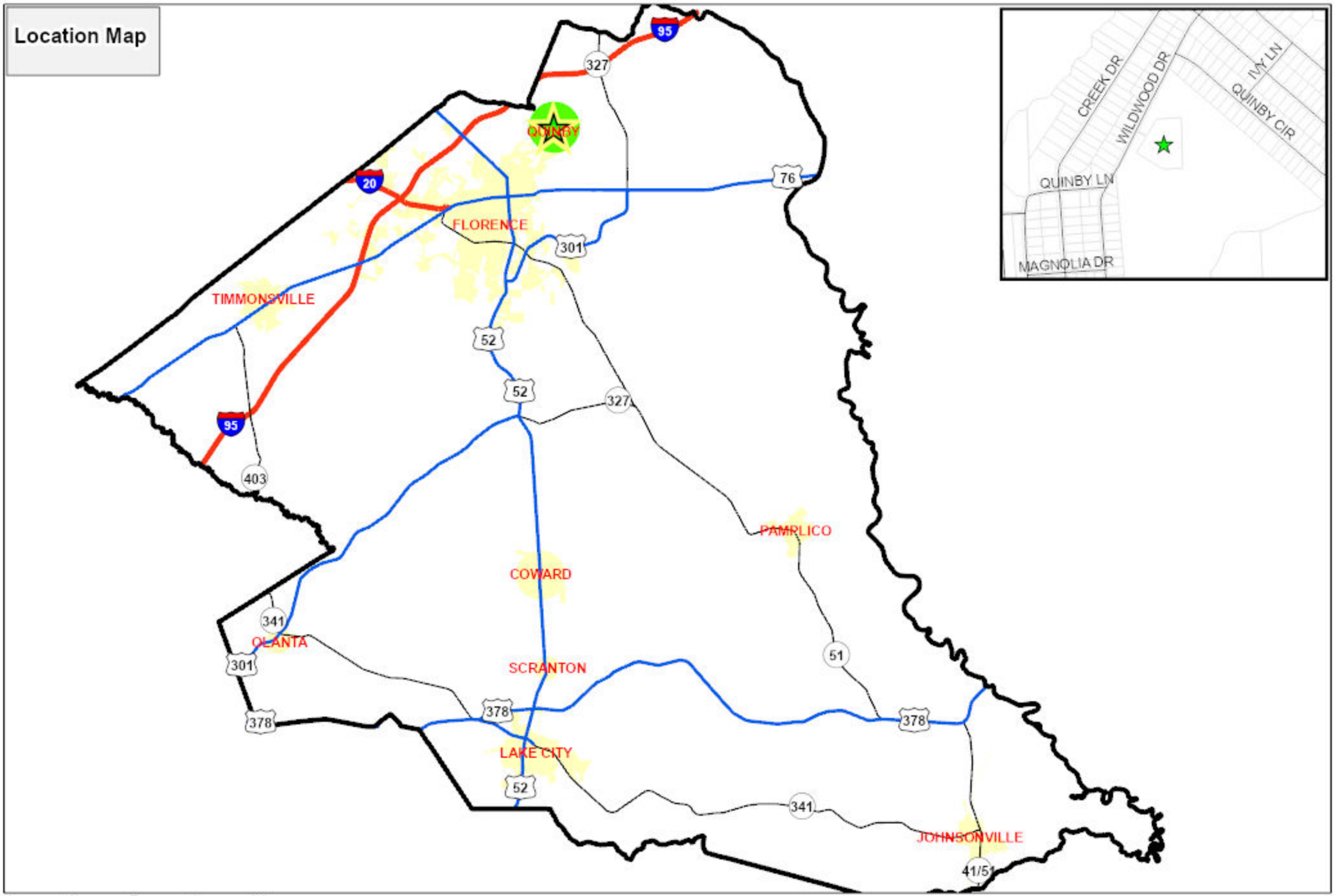
4. Transportation Access and Circulation:
   Present access to the property is by way of Wildwood Drive, Quinby, SC

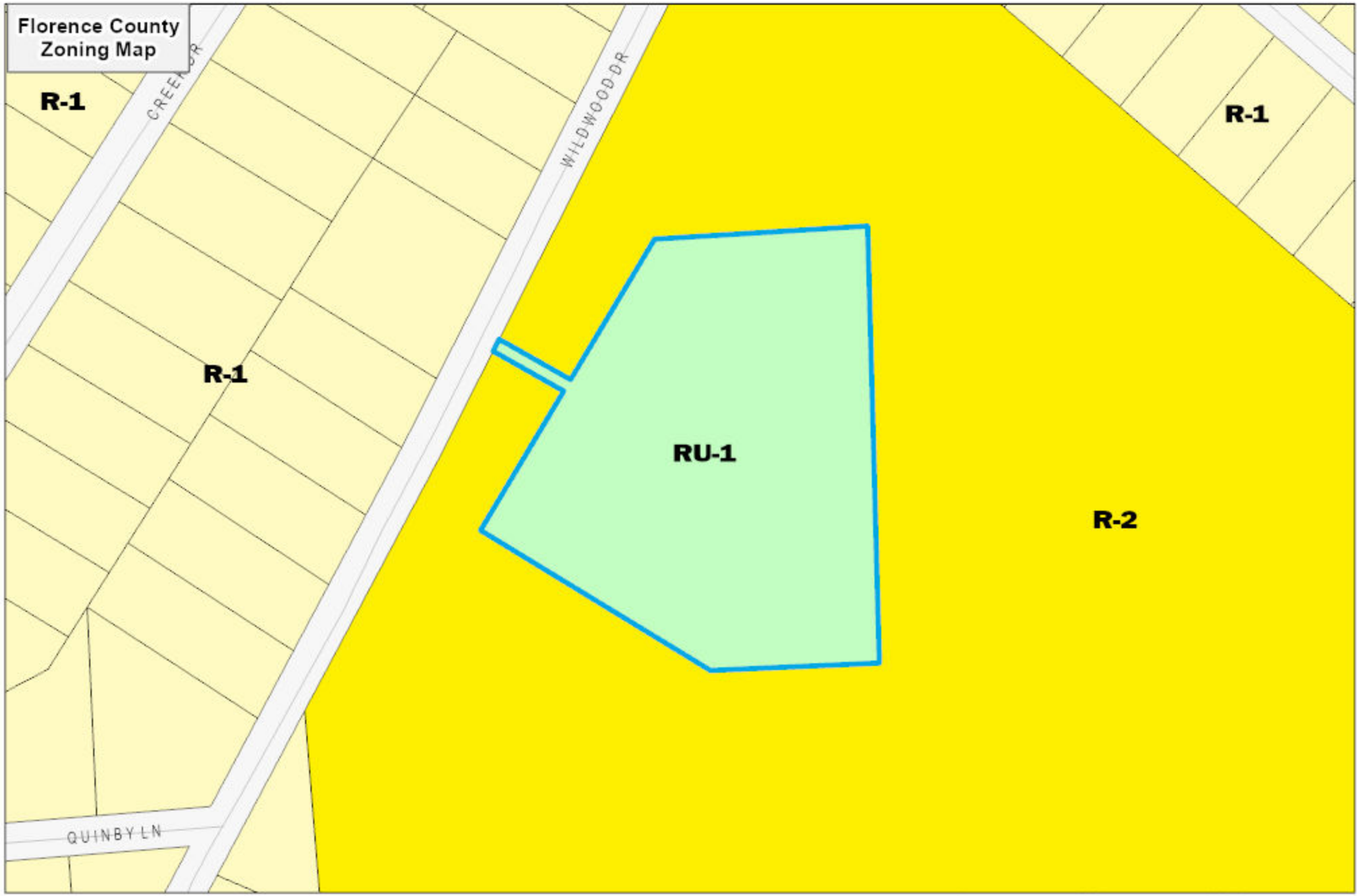
5. Traffic Review:
   The rezoning of this property from RU-1 to R-2 could have an impact on traffic flow.

6. Florence County Comprehensive Plan:
   The future land use designation for the property is currently Variable Development District 2 (VD2). The applicant has requested to change their future land use designation to Suburban District. The requested rezoning of the property is compatible with the designated future land use.

FLORENCE COUNTY PLANNING COMMISSION ACTION JANUARY 28, 2025:
Eight Planning Commission members voted 8 to 0 to approve the requested comprehensive plan and zoning map amendments.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested comprehensive plan and zoning map amendments to the Florence County Council to change the future land use for the referenced parcel from Variable Development District 2 to Suburban District and to change the zoning designation from RU-1 Rural Community to R-2 Single Family Residential District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
COWARD
PAMPLICO
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
327
76
301
52
403
341
51
378
41/51
CREEK DR
WILDWOOD DR
IVY LN
QUINBY CIR
QUINBY LN
MAGNOLIA DR
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
01/28/2025
Council District 3
PC#2025-01


Florence County
Zoning Map
R-1
R-1
R-1
RU-1
R-2
WILDWOOD DR
QUINBY LN
0
170
340 Feet
Current County Zoning
R-1, SINGLE-FAMILY, LARGE LOTS
R-2, SINGLE-FAMILY, MEDIUM LOTS
RU-1, COMMUNITY
Florence County
Planning Department
Meeting Date:
01/28/2025
Council District 3
PC#2025-01
N



Florence County
Planning Department
Meeting Date:
01/28/2025

Council District 3
PC#2025-01


Florence County
FLU Map
WILDWOOD DR
Variable
Development
District 2
Suburban
District
0
200
Feet
Future Land Use
City Zoning
Downtown Development District
Suburban Development District
Urban District
Variable Development District 1
Variable Development District 2
Florence County
Planning Department
Meeting Date:
01/28/2025
Council District 3
PC#2025-01
N

FLORENCE COUNTY COUNCIL MEETING
Thursday, April 17, 2025

AGENDA ITEM: Ordinance No. 66-2024/25
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For The Property In Group Five Of The East Highway 76 Gateway Study From Unzoned To CMU Commercial Mixed-Use District. Furthermore, The Requirements Of Florence County Code Of Ordinances, Chapter 30, Zoning Ordinance, Article II. - Zoning District Regulations, Division 7, Corridor Overlay District, Shall Apply To All Properties Included In This Amendment That Lay Within Five Hundred Feet (500') Of The Corridor. Any Parcel That Extends Beyond 500' From The Corridor Shall Be Wholly Covered By The Overlay District If The Outer Area Is Twenty Percent (20%) Or Less Of The Total Parcel Size. This Measurement Shall Be Taken From The Roads Edge, Or Curb, And Extend Landwards. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Map As: 90117-08-009; And Other Matters Related Thereto.] (Planning Commission Approved 8 to 0; Council District 7)

POINTS TO CONSIDER:
1. This zoning map amendment was requested by Florence County; and,

2. The subject property is unzoned with residential uses; and,

3. The surrounding properties are unzoned, CMU, and City of Florence Zoning.

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

ATTACHMENTS:
1. Ordinance No. 66-2024/25
2. Staff report for PC#2025-02
3. Aerial Map

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Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: January 28, 2025	Council Clerk, certify that this Ordinance was advertised for Public Hearing on August 10, 2024 (PC) and January 11, 2025 (PC).
Planning Commission Public Hearing	: January 28, 2025	
Planning Commission Action	: January 28, 2025 [Approved 8 -0]	
First Reading/Introduction	: February 20, 2025	
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: March 20, 2025	
Third Reading	: April 17, 2025	
Effective Date	: Immediately	

ORDINANCE NO. 66-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For The Property In Group Five Of The East Highway 76 Gateway Study From Unzoned To CMU Commercial Mixed-Use District. Furthermore, The Requirements Of Florence County Code Of Ordinances, Chapter 30, Zoning Ordinance, Article II. - Zoning District Regulations, Division 7, Corridor Overlay District, Shall Apply To All Properties Included In This Amendment That Lay Within Five Hundred Feet (500') Of The Corridor. Any Parcel That Extends Beyond 500' From The Corridor Shall Be Wholly Covered By The Overlay District If The Outer Area Is Twenty Percent (20%) Or Less Of The Total Parcel Size. This Measurement Shall Be Taken From The Roads Edge, Or Curb, And Extend Landwards. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Map As: 90117-08-009; And Other Matters Related Thereto.]

WHEREAS:

1. This zoning map amendment was requested by Florence County; and,

2. The subject property is unzoned with residential uses; and,

3. The surrounding properties are unzoned, CMU, and City of Florence Zoning.

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

1. The Property Located Off Of E. Cheves Street, Florence, SC As Shown On The Following Tax Map As: 90117-08-009; Is Hereby Rezoned CMU Commercial Mixed-Use District.

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

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

ATTEST:

SIGNED:

_____
Hope M. Jones, Council Clerk

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, January 28, 2025
PC#2025-02

SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For The Property In Group Five of The East Highway 76 Gateway Study From Unzoned To **CMU Commercial Mixed-Use District**. Furthermore, The Requirements of Florence County Code of Ordinances, Chapter 30, Zoning Ordinance, Article II. - Zoning District Regulations, Division 7, Corridor Overlay District, Shall Apply To All Properties Included In This Amendment That Lay Within Five Hundred Feet (500') Of The Corridor. Any Parcel That Extends Beyond 500' From The Corridor Shall Be Wholly Covered By The Overlay District If The Outer Area Is Twenty Percent (20%) Or Less Of The Total Parcel Size. This Measurement Shall Be Taken From The Roads Edge, Or Curb, And Extend Landwards. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Maps As: 90117-08-009.
LOCATION:	The East Highway 76 Gateway Study
TAX MAP NUMBERS:	90117-08-009
COUNCIL DISTRICT(S):	7; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject property is currently unzoned with primary uses consisting of residential.

2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject property is CMU (Commercial Mixed-Use District).

3. Surrounding Land Use and Zoning:
   All surrounding properties consist of Unzoned, CMU, and City of Florence Zoning.

4. Florence County Comprehensive Plan:
   The recommended zoning district is compatible with the subject properties future land use designation.

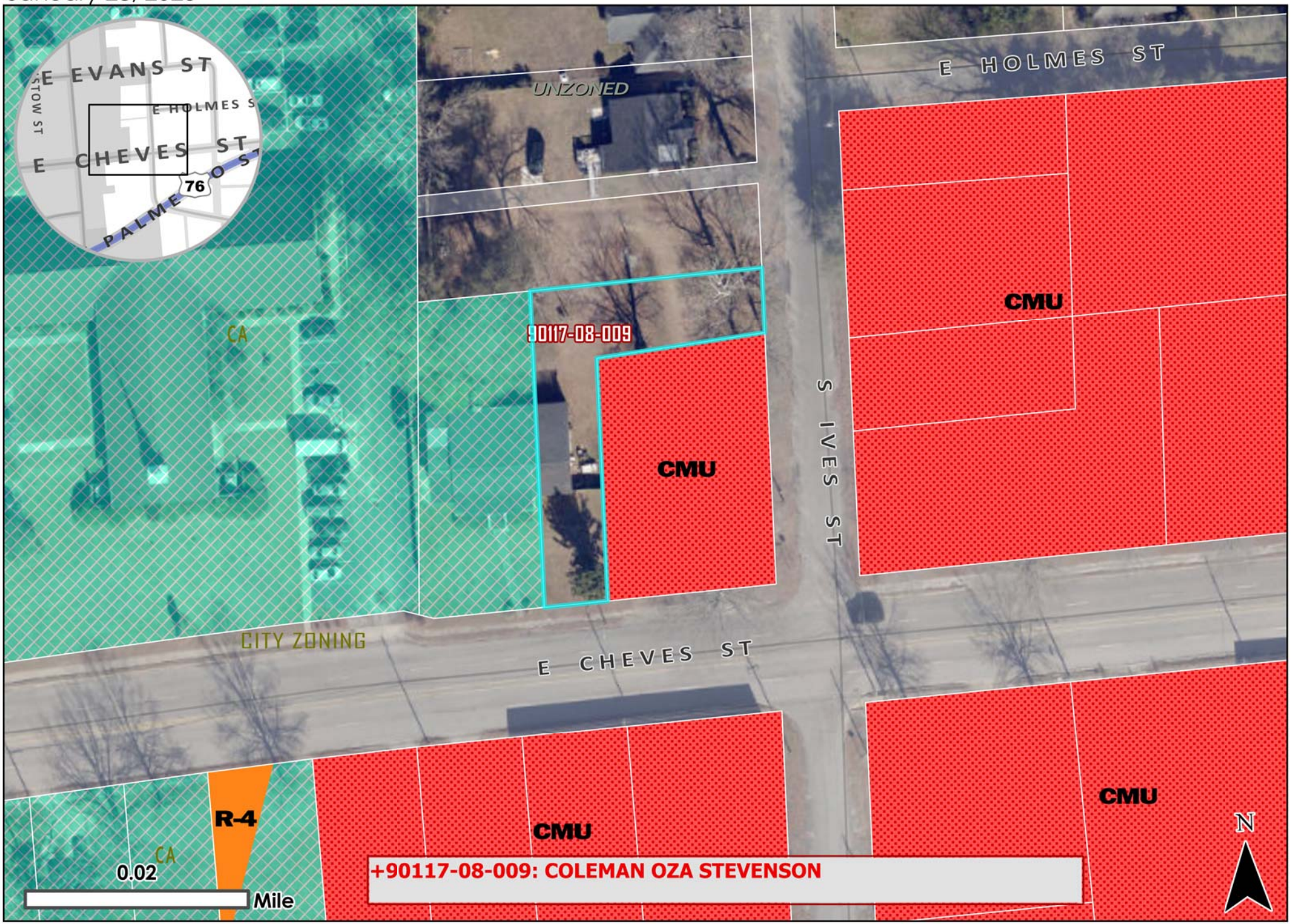
FLORENCE COUNTY PLANNING COMMISSION ACTION JANUARY 28, 2025:
Eight Commission members voted 8 to 0 to approve the requested zoning map amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested zoning map amendment to the Florence County Council to change the zoning designation for the referenced parcel from Unzoned to CMU Commercial Mixed-Use District.

PC#2025-02

January 28, 2025

AERIAL VIEW



FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Ordinance No. 67-2024/25 Third Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Specifying Pursuant To Section 4-10-340(B)(3) Of The South Carolina Code Authorized Purposes To Which Excess Proceeds Of The Capital Project Sales Tax Approved By The Electors Of Florence County, South Carolina On November 5, 2013, May Be Applied And Other Matters Relating Thereto.]

POINTS TO CONSIDER:
1. On November 5, 2013, the electors of the County approved the reimposition of a Capital Project Sales Tax (CPST II) by the County for various purposes set forth in a referendum question.
2. Among such purposes were included under Section VIII of the referendum question certain road improvements of the City of Florence.
3. In 2020 the City Road Improvements had been fullly funded and resulted in a savings of $1,107,000 against the amount of CPST II proceeds allocated to the City Road Improvements.
4. All projects contained in the CPST II referendum question have been completed or are fully funded as of the date hereof.
5. The City requested the County all the Road Projects Savings to be applied to the following projects: Resurface Celebration Blvd, Resurface Dozier Blvd, Resurface, Pettigrew, Resurface Frank Monore Drive, Traffic Calming Device Rosewood Drive.
6. Ordinance No. 20-201/20, Council approved the application of the Road Projects Savings to the projects.
7. The City has advised the projects are complete and there remains in the funds allocated to the projects by the County the sum of $292,072.
8. The City has requested the additional road projects savings be authorized by Council to be expended by the City on corridor enhancements to Interstate 20 Spur located in the City.
9. Inasmuch as all other CPST II projects have been completed or fully funded, and mindful that 4-10-340(B)(3) allows the County to Allocate remaining excess capital project sales tax funds "following an ordinance specifying the authorized purpose or purposes for which the funds will be used, " so as long as the purposes specified are consistent with the requirements of 4-10-330(A)(1).

OPTIONS:
1. *(Recommend)* approved the third reading of Ordinance No. 67-2024/25.
2. Provide an alternate directive.

ATTACHEMENTS:
Copy of proposed Ordinance.

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Sponsor(s)	:	
First Reading	:	February 20, 2025
Committee Referral	:	N/A
Committee Consideration Date	:	N/A
Committee Recommendation	:	N/A
Second Reading	:	March 20, 2025
Public Hearing	:	March 20, 2025
Third Reading	:	April 17, 2025
Effective Date	:	Immediately

I, _____,
Council Clerk, certify that this Ordinance was advertised for Public Hearing on 3/4/2025.

ORDINANCE NO. 67-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

SPECIFYING PURSUANT TO SECTION 4-10-340(B)(3) OF THE SOUTH CAROLINA CODE AUTHORIZED PURPOSES TO WHICH EXCESS PROCEEDS OF THE CAPITAL PROJECT SALES TAX APPROVED BY THE ELECTORS OF FLORENCE COUNTY, SOUTH CAROLINA ON NOVEMBER 5, 2013, MAY BE APPLIED AND OTHER MATTERS RELATING THERETO.

DRAFT

BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Findings. As an incident to the enactment of this ordinance, Florence County Council ("Council"), the governing body of Florence County, South Carolina (the "County"), has made the following findings:

(a) On November 5, 2013, the electors of the County approved the reimposition of a Capital Project Sales Tax ("CPST II") by the County for various purposes set forth in a referendum question.

(b) Among such purposes were included under Section VIII of the referendum question certain road improvements (the "City Road Improvements") of the City of Florence (the "City").

(c) In 2020 the City advised the County that the City Road Improvements had been fully funded and had resulted in a savings of $1,107,000 against the amount of CPST II proceeds allocated to the City Road Improvements (the "Road Projects Savings").

(d) All projects contained in the CPST II referendum question have been completed or are fully funded as of the date hereof.

(e) The City requested that the County allow the Road Projects Savings to be applied to the following projects of the City (the "Projects"):

Projects	Cost
Resurface Celebration Boulevard	$557,000.00
Resurface Dozier Boulevard	285,000.00
Resurface Pettigrew	80,000.00
Resurface Frank Monroe Drive	150,000.00
Traffic Calming Device Rosewood Drive	35,000.00

(f) By Ordinance 20-2019/20, Council approved the application of the Road Projects Savings to the Projects.

(g) The City has advised that the Projects are complete and that there remains in the funds allocated to the Projects by the County the sum of $292,072 (the "Additional Road Projects Savings").

(h) The City has requested that the Additional Road Projects Savings be authorized by Council to be expended by the City on corridor enhancements to the Interstate 20 Spur located in the City (the "Additional Project").

(i) Inasmuch as all other CPST II projects have been completed or fully funded, and mindful that 4-10-340(B)(3) allows the County to allocate remaining excess capital project sales tax funds "following an ordinance specifying the authorized purpose or purposes for which the funds will be used," so long as the purposes specified are consistent with the requirements of 4-10-330(A)(1), Council hereby authorizes the application of the Additional Road Projects Savings to the Additional Project described in Section 1.01(h) above, which Projects Council hereby finds constitute "roads" as such term is used in Section 4-10-330(A)(1)(a) of the South Carolina Code.

DRAFT

Section 2. Application of Excess CPST II Funds. Council hereby directs that the Additional Roads Projects Savings be applied to the following projects of the City and the following amounts:

Projects	Cost
Interstate 20 Spur Corridor Enhancements	$292,072.00

Section 3. Effective Date. This Ordinance shall be effective after third and final reading thereof.

ATTEST:

SIGNED:

_____
Hope M. Jones, Clerk to County Council

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by County Council on March __, 2025. The Ordinance was read at three public meetings of County Council on three separate days, January __, 2025, February __, 2025 and March __, 2025. An interval of at least seven days occurred between each reading of the Ordinance. At each such meeting, a quorum of County Council was present and remained present throughout the meeting.

All meetings were regular meetings of County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended

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

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this _____ day of March, 2025.

(Seal)

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

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, April 17, 2025

AGENDA ITEM: Ordinance No. 60-2024/25
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Urban Development District For Property Located Off Of East Palmetto Street, Florence, SC As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 012; And Other Matters Related Thereto.] (Planning Commission Approved 8 to 0; Council District 6)

POINTS TO CONSIDER
1. This zoning map amendment was requested by Ervin Engineering Co., Inc/ Joe Ervin, P.E.; and,

2. The applicant desires to change the land use designation for the property; and,

3. The applicant's justification for the requested map amendment change is to accommodate a residential R-4 Multi-Family Residential Limited and B-3 General Commercial zoning designations; and

4. The surrounding properties are zoned, vacant, residential, rural, industrial and unzoned.

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

ATTACHMENTS:
1. Ordinance No. 60-2024/25
2. Staff Report for PC #2024-100
3. Location Map
4. Zoning Map
5. Aerial Map
6. Comprehensive Plan Map

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Sponsor(s)	: Planning Commission	I _____,
Planning Commission Consideration	: January 28, 2025	Council Clerk, certify that this
Planning Commission Public Hearing	: January 28, 2025	Ordinance was advertised for
Planning Commission Action	: January 28, 2025 [Approved 8-0]	Public Hearing on_____.
First Reading/Introduction	: December 12, 2024	
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: April 17, 2025	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 60-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Future Land Use Designation From Variable Development District 2 To Urban Development District For Property Located Off Of East Palmetto Street, Florence, SC As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 012; And Other Matters Related Thereto.]

WHEREAS:

1. This zoning map amendment was requested by Ervin Engineering CO., Inc/ Joe S. Ervin, P.E.; and,

2. The applicant desires to change the land use designation for the property; and,

3. The applicant's justification for the requested map amendment change is to accommodate a residential R-4 Multi-Family Residential Limited and B-3 General Commercial zoning designations; and

4. The surrounding properties are zoned, vacant, residential, rural, industrial and unzoned.

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

1. The Property Located Off Of East Palmetto Street, Florence, SC As Shown On the Following Tax Map As: 00307-01-012; Is Hereby Rezoned Urban Development District.

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

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

ATTEST:

SIGNED:

_____
Hope M. Jones, Council Clerk

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, January 28, 2025
PC#2024-100

SUBJECT:	A Comprehensive Plan Map Amendment To Change The Future Land Use Designation From **Variable Development District 2** To **Urban Development District** For Property Located Off Of East Palmetto Street, Florence, SC, As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 012.
LOCATION:	East Palmetto Street, Florence, SC 29506
TAX MAP NUMBERS:	00307, Block 01, Parcel 012
COUNCIL DISTRICT(S):	6; County Council
OWNER OF RECORD:	King Joseph W & Mark H
APPLICANT:	Ervin Engineering CO., Inc. / Joe S. Ervin, P.E.
ZONING/LAND AREA:	Unzoned / Approximately 299.70 acres
WATER/SEWER AVAILABILITY:	Water available/ Limited Sewer
ADJACENT WATERWAYS/ BODIES OF WATER:	None
FLOOD ZONE:	X
PARCEL ZONING DESIGNATION:	Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   Vacant / Unzoned

2. Proposed Land Use and Zoning:
   Residential R-4 / B-3, General Commercial

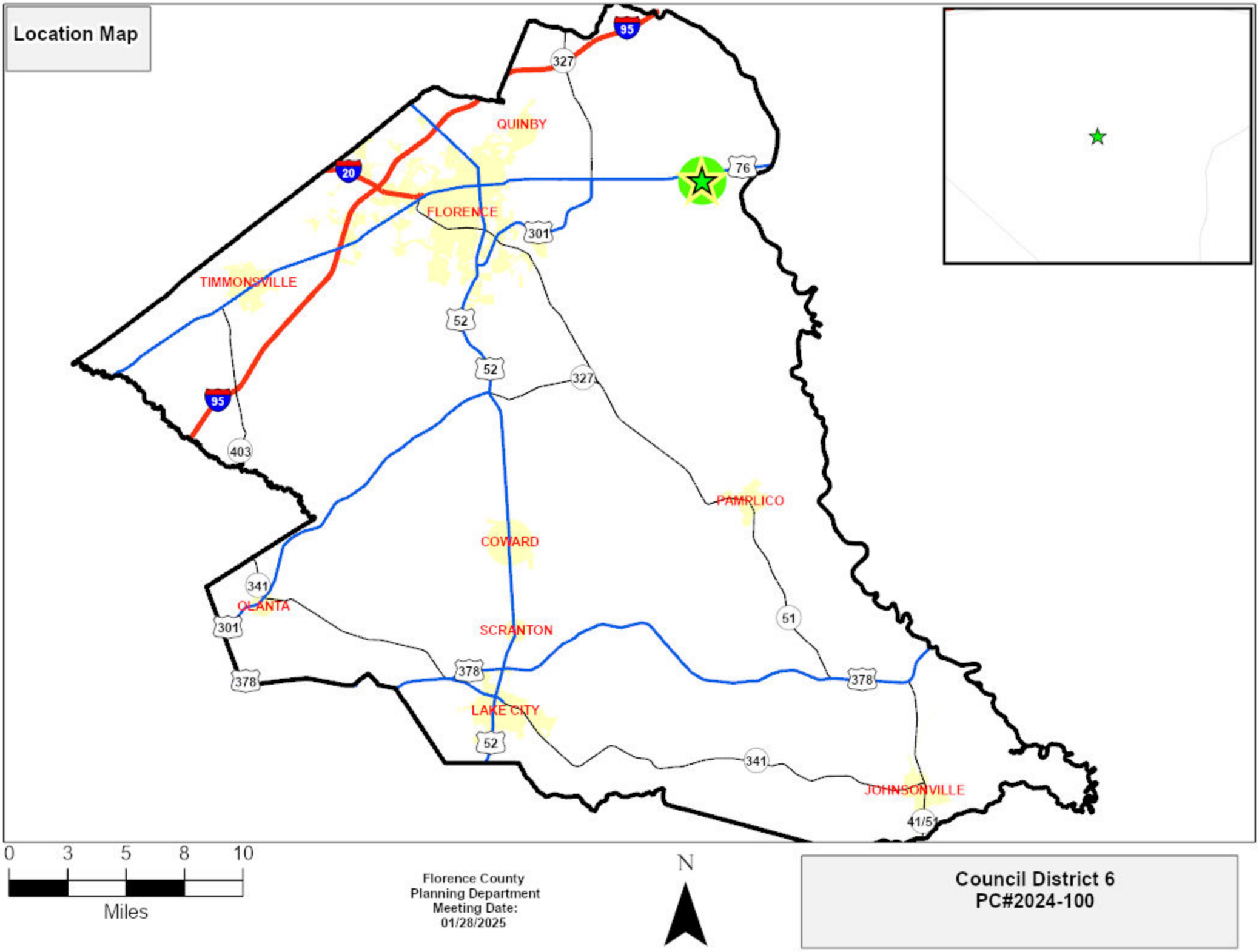
3. Surrounding Land Use and Zoning:
   North: Florence County / Vacant, Residential /Unzoned
   South: Florence County /Rural, Residential / Unzoned
   West: Florence County / Vacant, Residential / Unzoned
   East: Florence County / Vacant, Residential, Industrial / Unzoned

4. Transportation Access and Circulation:
   Present access to the property is by way of East Palmetto Street and Paper Mill Road, Florence, SC 29506.

5. Florence County Comprehensive Plan:
   The future land use designation for the property is currently Variable Development District 2. The applicant has requested to change their future land use designation to Urban Development District.

FLORENCE COUNTY PLANNING COMMISSION ACTION JANUARY 28, 2025:
Eight Planning Commission members voted 8 to 0 to approve the requested comprehensive plan map amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested comprehensive plan map amendment to the Florence County Council to change the future land use for the referenced parcel from Variable Development District 2 to Urban Development District.


Location Map
95
327
QUINBY
20
76
FLORENCE
301
TIMMONSVILLE
52
52
327
95
403
PAMPLICO
COWARD
341
OLANTA
301
SCRANTON
51
378
378
378
LAKE CITY
52
341
JOHNSONVILLE
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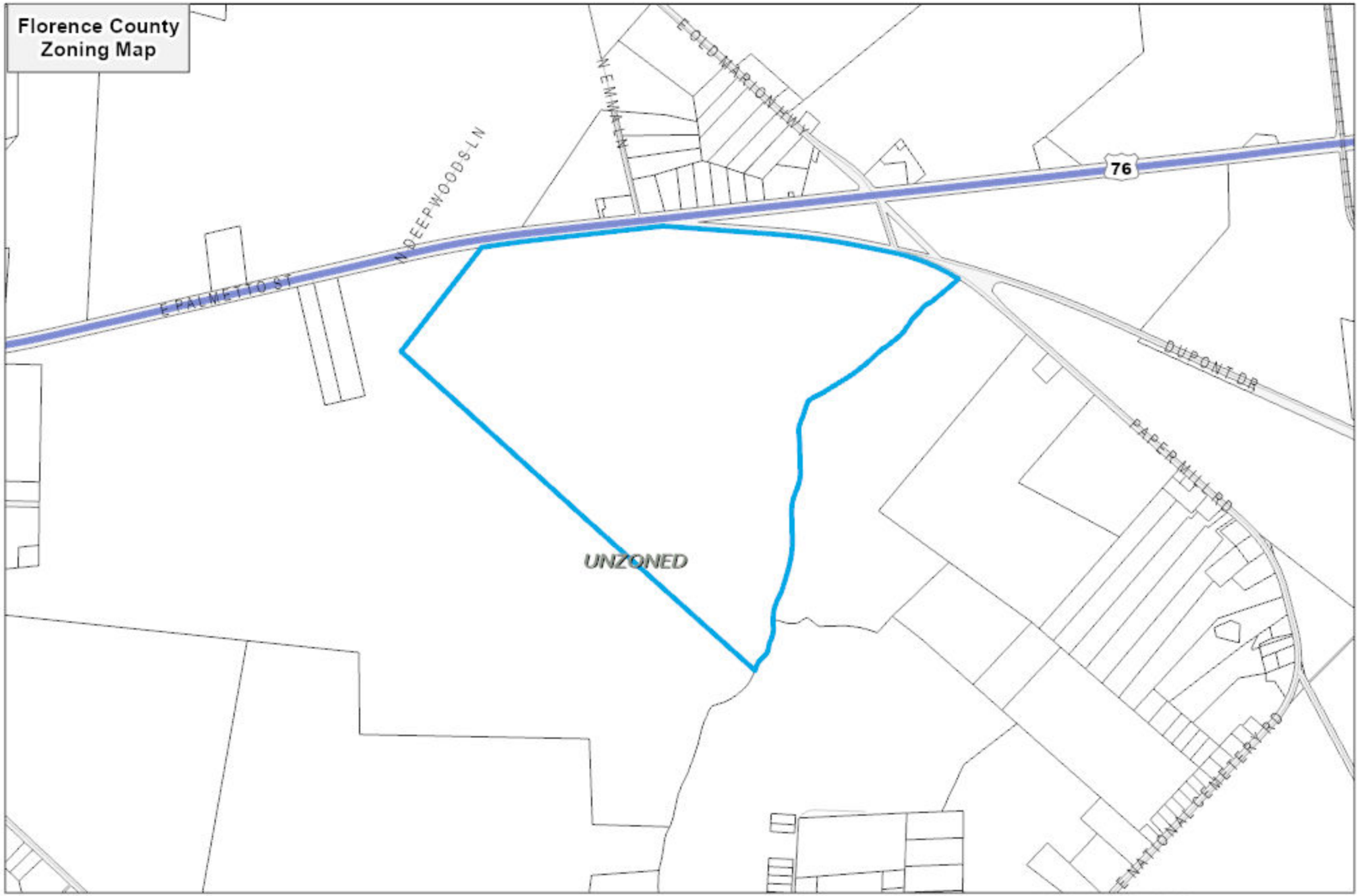
Florence County
Planning Department
Meeting Date:
01/28/2025
Council District 6
PC#2024-100


Florence County
Zoning Map
E PALMETTO ST
N DEEPWOODS LN
N EMMA LN
E OLD MARION HWY
76
DUPONT DR
PAPER MILL RD
NATIONAL CEMETERY RD
UNZONED
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1,000
2,000 Feet
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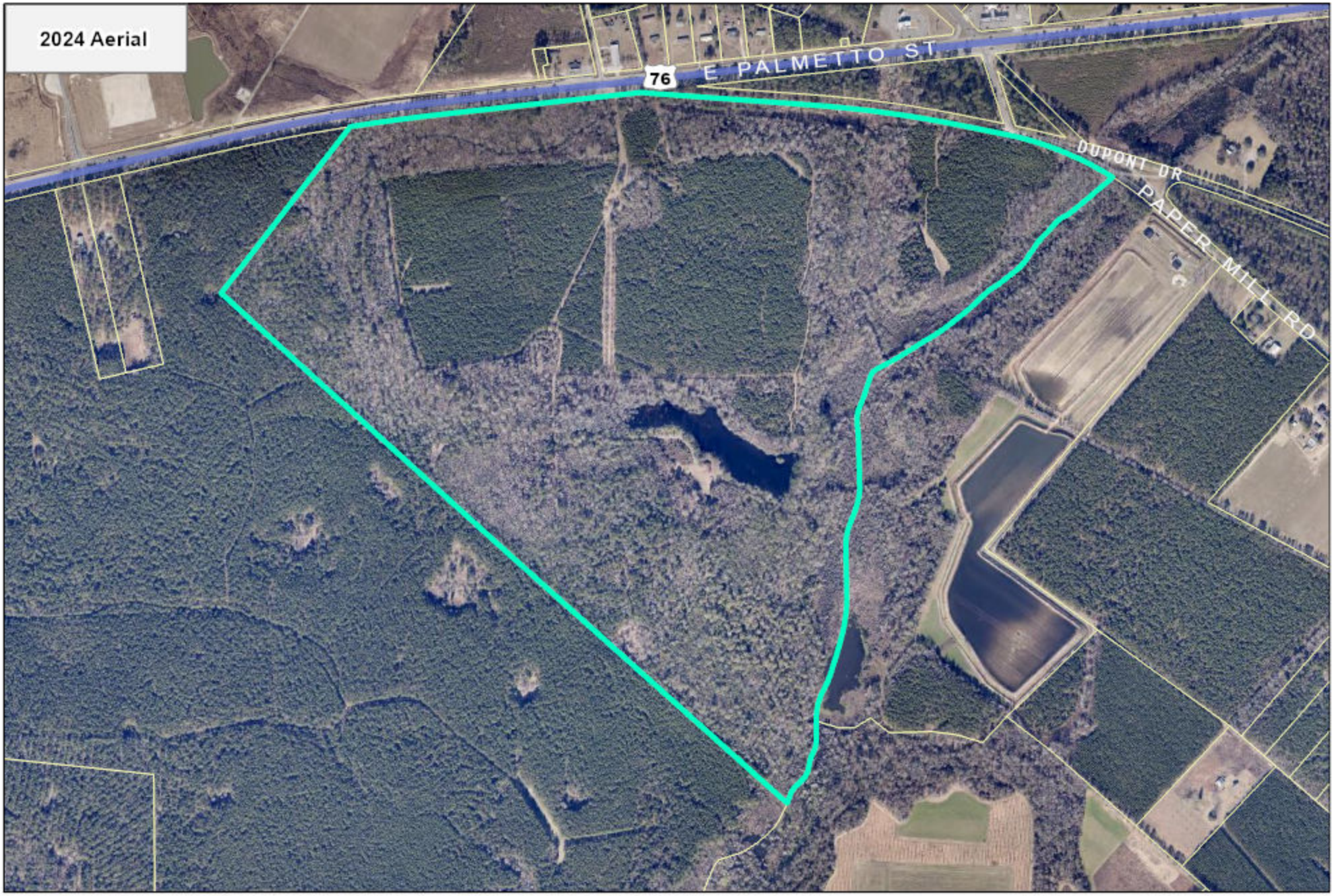
Current County Zoning
UNZONED
Florence County
Planning Department
Meeting Date:
01/28/2025
Council District 6
PC#2024-100



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Feet

Florence County
Planning Department
Meeting Date:
01/28/2025

N

Council District 6
PC#2024-100


Florence County
FLU Map
N DEEPWOODS LN
E PALMETTO ST
76
E OLD MARION HWY
DUPONT DR
PAPER MILL RD
S MATTHEW LN
Variable
Development
District 2
Variable
Development
District 1
0
1,500
Feet
Future Land Use
City Zoning
Downtown Development District
Suburban Development District
Urban District
Variable Development District 1
Variable Development District 2
Florence County
Planning Department
Meeting Date:
01/28/2025
Council District 6
PC#2024-100
N

FLORENCE COUNTY COUNCIL MEETING
Thursday, April 17, 2025

AGENDA ITEM: Ordinance No. 63-2024/25
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00307, Block 01, Parcel 012 Located Off Of East Palmetto Street, Florence, SC From Unzoned To R-4 Multi-Family Residential, Limited District And A Portion Of The Property To B-3 General Commercial District; And Other Matters Related Thereto.] (Planning Commission Approved 4 to 1; Council District 6)

POINTS TO CONSIDER:
1. This map amendment was requested by Ervin Engineering Co. Inc./ Joe S. Ervin, P.E.; and,
2. The applicant desires to change the zoning for the property to R-4 Multi-Family and a portion to B-3 general commercial; and,
3. The applicant's justification for the requested map amendment change is to accommodate residential, commercial, and business uses; and,
4. The surrounding properties are residential, rural, commercial, and industrial.

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

ATTACHMENTS:
1. Ordinance No. 63-2024/25
2. Staff report for PC#2024-98
3. Location Map
4. Zoning Map
5. Aerial Map

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Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: December 17, 2024	Council Clerk, certify that this
Planning Commission Public Hearing	: December 17, 2024	Ordinance was advertised for
Planning Commission Action	: December 17, 2024[Approved 4-1]	Public Hearing on
First Reading/Introduction	: January 16, 2025	_____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: April 17, 2025	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 63-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00307, Block 01, Parcel 012 Located Off Of East Palmetto Street, Florence, SC From Unzoned To R-4 Multi-Family Residential, Limited District And A Portion Of The Property To B-3 General Commercial District; And Other Matters Related Thereto.]

WHEREAS:

1. This map amendment was requested by Ervin Engineering Co. Inc./ Joe S. Ervin, P.E.; and,

2. The applicant desires to change the zoning for the property to R-4 Multi-Family and a portion to B-3 general commercial; and,

3. The applicant's justification for the requested map amendment change is to accommodate residential, commercial, and business uses; and,

4. The surrounding properties are residential, rural, commercial, and industrial.

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

1. Property Located Off Of East Palmetto Street, Florence, SC As Shown On The Following Tax Map As: 00307-01-012; Is Hereby Rezoned R-4 Multi-Family Residential and a portion 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:

_____
Hope M. Jones, Council Clerk

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

SIGNED:

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, December 17, 2024
PC#2024-98

SUBJECT:	Map Amendment Requested By Ervin Engineering Co. Inc. / Joe S. Ervin, P.E To Change The Zoning Designation For Property Of Tax Map Number 00307, Block 01, Parcel 012 Located Off Of East Palmetto Street, Florence, SC From **Unzoned To R-4 Multi-Family Residential**, Limited District And A Portion Of The Property **B-3 General Commercial District.**
LOCATION:	East Palmetto Street, Florence, SC 29506
TAX MAP NUMBERS:	00307, Block 01, Parcel 012
COUNCIL DISTRICT(S):	6; County Council
OWNER OF RECORD:	King Joseph W & Mark H
APPLICANT:	Ervin Engineering CO., Inc. / Joe S. Ervin, P.E.
ZONING/LAND AREA:	Unzoned / Approximately 299.70 acres
WATER/SEWER AVAILABILITY:	Water available/ Limited Sewer
ADJACENT WATERWAYS/ BODIES OF WATER:	None
FLOOD ZONE:	X
PARCEL ZONING DESIGNATION:	Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   Vacant / Unzoned

2. Proposed Land Use and Zoning:
   Residential R-4 / B-3, General Commercial

3. Surrounding Land Use and Zoning:
   North: Florence County / Vacant, Residential /Unzoned
   South: Florence County /Rural, Residential / Unzoned
   West: Florence County / Vacant, Residential / Unzoned
   East: Florence County / Vacant, Residential, Industrial / Unzoned

4. Transportation Access and Circulation:
   Present access to the property is by way of East Palmetto Street and Paper Mill Road, Florence, SC 29506.

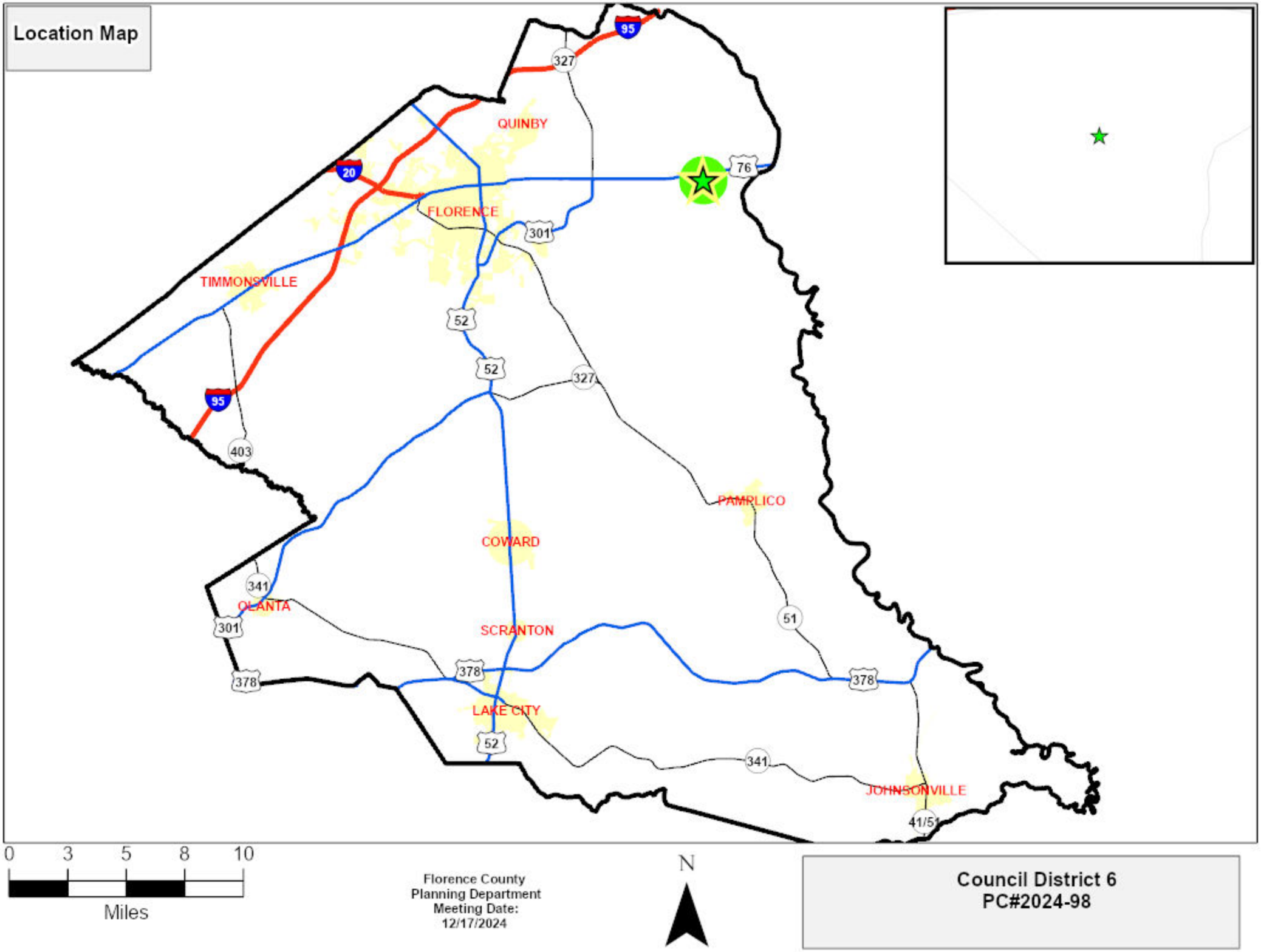
5. Traffic Review:
   The rezoning of this property from Unzoned to R-4 Limited and a portion of the property B-3 could have an impact on traffic flow.

6. Florence County Comprehensive Plan:
   The future land use designation for the property is currently Variable Development District 2 (VD2). The requested rezoning of the property is contingent upon successful amendment to the future land use portion of the Comprehensive Plan.

FLORENCE COUNTY COUNCIL MEETING:
This item is scheduled on the agenda on Thursday, January 16, 2025 @ 9:00 a.m. in room 803 of the County Complex, 180 North Irby Street, Florence, SC.

FLORENCE COUNTY PLANNING COMMISSION ACTION DECEMBER 17, 2024:
Five Commission members voted 4 to 1 to approve the requested zoning map amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested zoning map amendment to the Florence County Council to change the zoning designation for the referenced parcel from Unzoned to R-4 Multi-Family Residential, Limited District and a portion of the property to B-3, General Commercial District.


Location Map
95
327
QUINBY
20
76
FLORENCE
301
TIMMONSVILLE
52
52
327
95
403
PAMPLICO
COWARD
341
OLANTA
301
SCRANTON
51
378
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LAKE CITY
52
341
JOHNSONVILLE
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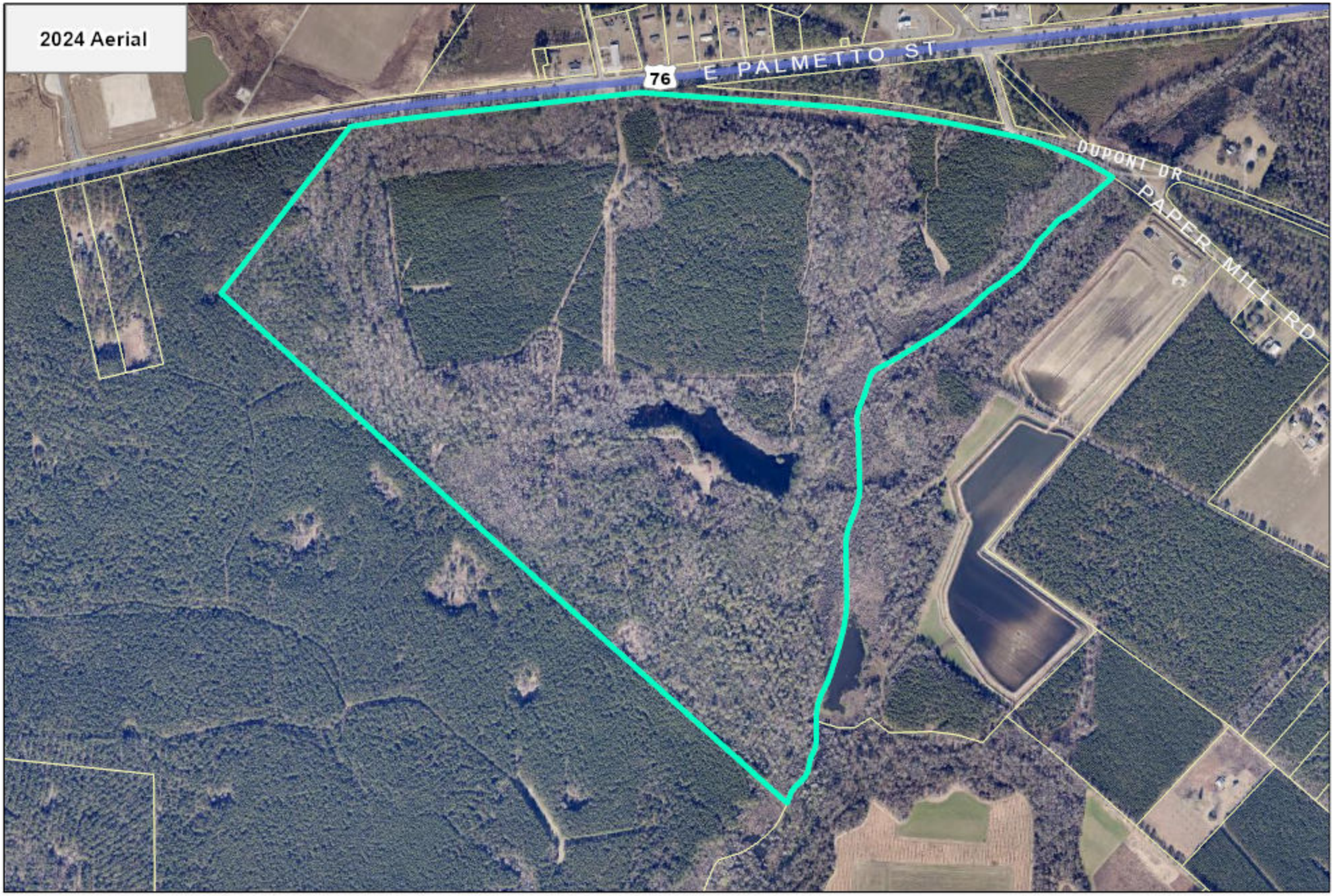
N
Florence County
Planning Department
Meeting Date:
12/17/2024
Council District 6
PC#2024-98



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Florence County
Planning Department
Meeting Date:
12/17/2024

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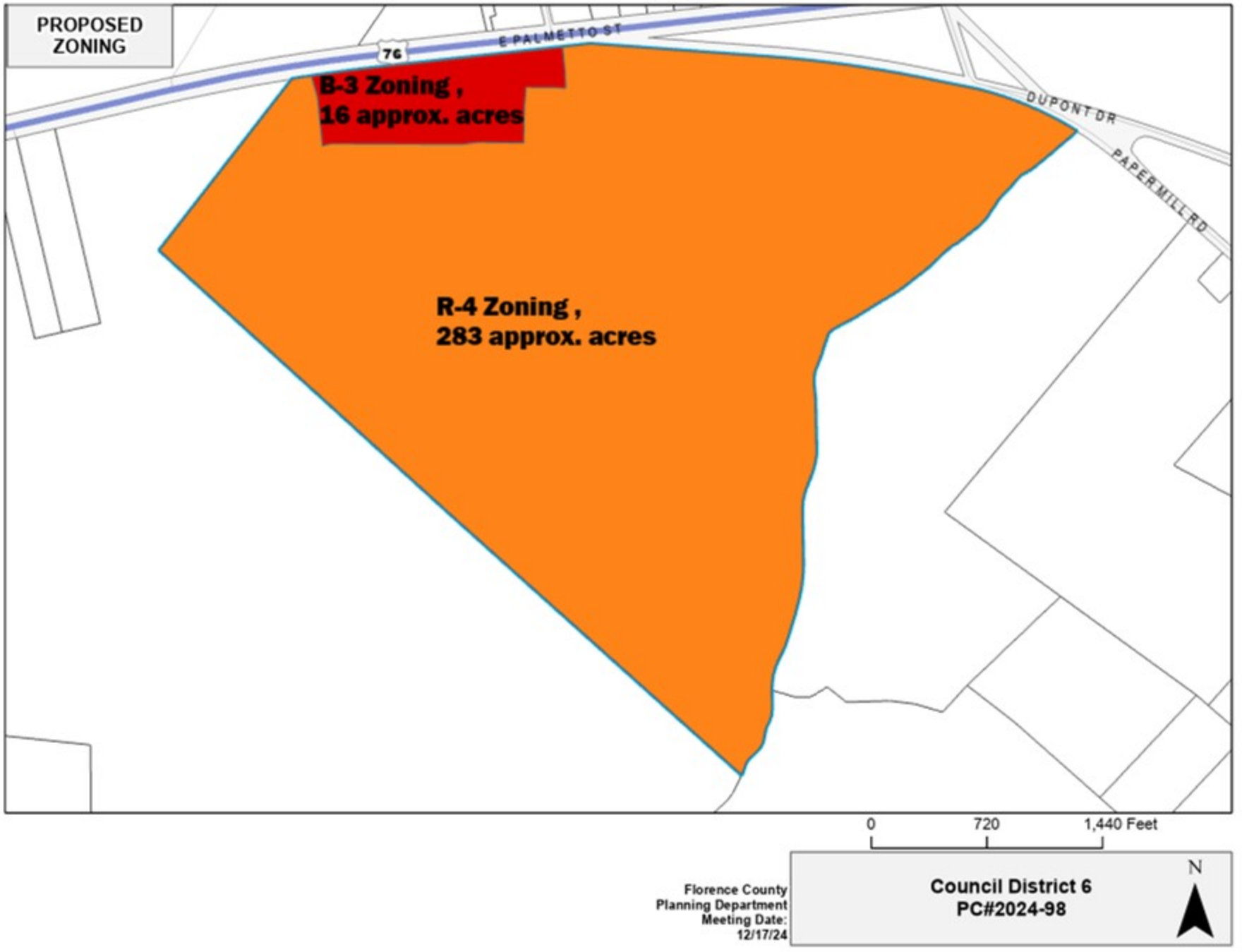
Council District 6
PC#2024-98


PROPOSED ZONING
E PALMETTO ST
76
DUPONT DR
PAPER MILL RD
B-3 Zoning ,
16 approx. acres
R-4 Zoning ,
283 approx. acres
0
720
1,440 Feet
N
Florence County
Planning Department
Meeting Date:
12/17/24
Council District 6
PC#2024-98

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Ordinance No. 68-2024/25 Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Florence County, South Carolina And Williamsburg County, South Carolina; And Other Matters Related Thereto.]

POINTS TO CONSIDER:

1. Pursuant to Article VIII, Section 13 of the South Carolina constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976 as amended Florence County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the MCIP Act, the County has created a multicounty park with Williamsburg County.
2. Ten Governors Solar, LLC has obtained certain land in Florence County and is presently recruiting for a project.
3. An agreement dated December 1, 1998, was approved for a joint county industrial/business park between Florence County and Williamsburg County.
4. The County desires to expand the boundaries of the Park and amend the agreement to include the project.

OPTIONS:

1. ***(Recommend)*** approved as presented.
2. Provide an alternate directive.

ATTACHMENTS:
Copy of Ordinance No. 68-2024/25 for second reading.

back to top

Sponsor(s)	: Economic Development
Introduction	: March 20, 2025
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Second Reading	: April 17, 2025
Public Hearing	: April 17, 2025
Third Reading	:
Effective Date	:

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

ORDINANCE NO. 68-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING THE ENLARGEMENT OF THE JOINT COUNTY INDUSTRIAL PARK BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "***MCIP Act***"), Florence County (the "***County***"), acting by and through its County Council ("***County Council***"), is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Williamsburg County ("***Park***");

WHEREAS, Ten Governors Solar, LLC ("***Ten Governors***") has obtained certain land in Florence County and is presently recruiting a project on such land (the "***Project***"); and

WHEREAS, in connection therewith, Ten Governors, the County, and Williamsburg County desire to include certain property owned, to be owned, or to be leased by Ten Governors as more particularly described on **Exhibit A** attached hereto (the "***Property***") in an existing multi-county industrial park created pursuant to that certain *Agreement for the Development of a Joint County Industrial/Business Park Between Florence County and Williamsburg County dated December 1, 1998*, and any amendment there to (the "***Agreement***") between the County and Williamsburg County;

WHEREAS, the County desires to expand the boundaries of the Park and amend the Agreement to include the Project by an amendment to the Agreement in substantially the same form as set forth on **Exhibit B** attached hereto (the "***Amendment***").

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

SECTION 1. There is hereby authorized an expansion of the Park's boundaries to include the Project upon the execution of the Amendment. The Florence County Council Chair, the Florence County Administrator and the Clerk to the Florence County Council are hereby authorized to execute this Ordinance, the Amendment and such other documents, and take such further actions as may be necessary to complete the expansion of the Park boundaries.

SECTION 2. Pursuant to the MCIP Act and the terms of the Agreement, the expansion of the Park's boundaries is complete on adoption of this Ordinance by County Council and the adoption of an ordinance by Williamsburg County authorizing the expansion of the Park with a description of the additional property to be included in the Park.

SECTION 3. 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

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invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

SECTION 4. All ordinances, 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.

ATTEST:

_____
Hope M. Jones, Council Clerk

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT

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

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Exhibit A

PROPERTY DESCRIPTION

Those parcels located in the County of Florence, State of South Carolina, bearing Tax Map Parcel Numbers and those legal description provided below:

00142-31-026, 00142-31-015,
00143-31-057, and 00143-31-002

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Exhibit B

Amendment to Agreement

[FOLLOWS ON NEXT PAGE]

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STATE OF SOUTH CAROLINA	**)**	**AMENDMENT TO THE AGREEMENT FOR**
	)	**THE DEVELOPMENT OF A JOINT**
FLORENCE COUNTY	**)**	**COUNTY INDUSTRIAL/BUSINESS**
WILLIAMSBURG COUNTY	**)**	**PARK TO BE LOCATED BOTH WITHIN**
	)	**FLORENCE COUNTY, SOUTH**

CAROLINA AND WILLIAMSBURG COUNTY, SOUTH CAROLINA TO INCLUDE TEN GOVERNORS SOLAR

This Amendment to the *Agreement For The Development Of A Joint County Industrial/Business Park To Be Located Both Within Florence County, South Carolina, And Williamsburg County, South Carolina* (the "***Amendment"***) is made and entered into by and between Florence County, South Carolina ("***Florence County"***) and Williamsburg County, South Carolina ("***Williamsburg County"***), each a body politic and corporate and political subdivision of the State of South Carolina (collectively the "***Counties"***), and is to be effective as of the _____ day of _____, 2025.

WITNESSETH:

WHEREAS, Florence County, acting by and through its County Council, and Williamsburg County, acting by and through its County Council, are authorized pursuant to Article VIII, Section 13(D) of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, and specifically Section 4-1-170 thereof (collectively, the "***Park Act***"), to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and

WHEREAS, pursuant to the Park Act, Florence County and Williamsburg County entered into that *Agreement For The Development Of A Joint County Industrial/Business Park To Be Located Both Within Florence County, South Carolina, And Williamsburg County, South Carolina, Dated December 1, 1998* (as amended, modified, and supplemented, collectively, the "***Park Agreement***"), whereby Florence County and Williamsburg County agreed to develop a joint county industrial or business park eligible to include property located in either Florence County and Williamsburg County (the "**Park**"); and

WHEREAS, Section 3 of the Park Agreement establishes the procedure for enlargement of the boundaries of the Park to include additional property; and

WHEREAS, Florence County and Williamsburg County, having determined that an enlargement of the boundaries of the Park to include therein certain property described in greater detail in **Schedule 1** attached hereto (the "***Ten Governors Property***") would promote economic development and thus provide additional employment and investment opportunities within said Counties, have agreed to enter into this Amendment to the *Agreement For The Development Of A Joint County Industrial/Business Park To Be Located Both Within Florence County, South Carolina, And Williamsburg County, South Carolina* to enlarge the boundaries of the Park by including therein the Ten Governors Property located in Florence County and the Ten Governors Property located in Williamsburg County; and

WHEREAS, each of Florence County and Williamsburg County has authorized the execution and delivery of this Amendment by Florence County Council Ordinance No. _____ adopted on _____, 2025 and Williamsburg County Council Ordinance No. _____ enacted on _____, 2025 respectively.

NOW THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Amendment and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Exhibit A** to the Park Agreement, which describes the boundaries of the Park property located in Florence County, is hereby amended to include the Ten Governors Property, consisting of the parcel which

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is described on **Schedule 1** hereto and made a part hereof by reference.

2. **Exhibit B** to the Park Agreement, which describes the boundaries of the Park property located in Williamsburg County, is hereby amended to include the Ten Governors Property, consisting of the parcel which is described in that same schedule and made a part hereof by reference.

3. Except as expressly amended or modified herein, the remaining terms and conditions of the Park Agreement shall remain in full force and effect.

4. In the event that any clause or provisions of this Amendment 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.

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

[SIGNATURE PAGE FOLLOWS]

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FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
C. William Schofield
Chair of County Council
Florence County, South Carolina

ATTEST:

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

WILLIAMSBURG COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Kelvin Washington
Chair of County Council
Williamsburg County, South Carolina

ATTEST:

By:_____
Tammi Epps-McClary, Clerk to Council
Williamsburg County, South Carolina

DRAFT

Schedule I to Exhibit A of Park Agreement

MCIP Expansion

Applicable parcels as to Ten Governors Solar, LLC in Florence County:

00142-31-026, 00142-31-015,
00143-31-057, and 00143-31-002

Applicable parcels as to Ten Governors Solar, LLC in Williamsburg County:

45-167-002 and 45-168-002

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FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Ordinance No. 69-2024/25 Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing Pursuant To Title 12, Chapter 44 Of The Code Of Laws Of South Carolina 1976, As Amended, The Execution And Delivery Of A Fee In-Lieu Of Ad Valorem Tax Agreement By And Between Florence County, South Carolina And Ten Governors Solar, LLC And Certain Affiliates To Provide For Fee In-Lieu Of Ad Valorem Tax Incentives And Certain Special Source Revenue Credits; And Authorizing Other Related Matters.]

POINTS TO CONSIDER:
1. Pursuant to the FILOT Act, and in order to induce investment in the County, on February 20, 2025, County Council adopted an inducement resolution (Resolution No. 38-2024/25) in which it identified certain proposed investments by Ten Governors Solar, LLC.
2. The Company has represented that the project will involve an investment of approximately $122,200,000, but not less than $2,500,000, in the County, all within the investment period.
3. The County has determined on the basis of the information supplied to it by the Company that the project would be a "project" as such term is defined in the FILOT Act, and that the project would serve the purposes of the FILOT Act.

OPTIONS:
1. (***Recommend)*** approved as presented.
2. Provide an alternate directive.

ATTACHMENTS:
Copy of Ordinance No. 69-2024/25 for second reading.
Copy of Fee agreement.

back to top

Sponsor(s)	: Economic Development
Introduction	: March 20, 2025
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Second Reading	: April 17, 2025
Public Hearing	: April 17, 2025
Third Reading	:
Effective Date	:

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

ORDINANCE NO. 69-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE IN-LIEU OF AD VALOREM TAX AGREEMENT BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND TEN GOVERNORS SOLAR, LLC AND CERTAIN AFFILIATES TO PROVIDE FOR FEE-IN-LIEU OF AD VALOREM TAX INCENTIVES AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND AUTHORIZING OTHER RELATED MATTERS.

WHEREAS, 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 (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 projects; through which the 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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, on _____, 2025, County Council adopted an inducement resolution (the "Inducement Resolution") in which it identified certain proposed investments by Ten Governors Solar, LLC, acting for itself, as Sponsor, and/or one or more affiliates (the "Company"), through the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and tangible personal property to constitute a new utility scale solar farm and battery storage system in the County for harvesting and distributing solar energy (collectively, the "Project"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $122,200,000 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

WHEREAS, the County has determined on the basis of the information supplied to it by

the Company that the Project would be a "project" as such term is defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Sections 4-1-170 and 4-1-175 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 within a multi-county industrial park (the "Park") such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Resolution and in consideration of the Company making certain investments in the County, 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 certain payments in lieu of taxes (the "FILOT Payments") by the Company with respect to the Project, the terms and conditions of which are further set forth therein, and (b) provide for certain credits against those FILOT Payments as reimbursement for certain qualifying infrastructure related expenditures incurred by the Company ("Special Source Revenue Credits") pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Infrastructure Credit Act"); and

WHEREAS, based on information provided by the Company to the County, it is acknowledged that the Company would not otherwise locate the Project in the County but for the delivery of the incentives as set forth above; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting a Fee Agreement in substantially the form attached hereto as **Exhibit A**, which the County proposes to execute and deliver; and

WHEREAS, 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 County Council as follows:

Section 1. ***Project Findings.*** The County Council 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 to qualify for the extension of the term of the Fee Agreement pursuant to Section 12-44-30 of the Act.

Section 2. ***Authorization to Execute and Deliver Fee Agreement.*** The Chair of County Council is authorized and directed to execute the Fee Agreement in substantially the form attached hereto as **Exhibit A** with any minor modifications and revisions as may be approved by

the Chair of County Council, the County Administrator, and the County Attorney, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council, the County Administrator, and the County Attorney are further authorized and directed to deliver the executed Fee Agreement to the Company.

Section 3. ***No Recapitulation Required.*** Pursuant to Section 12-44-55(B) of the FILOT Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of *ad valorem* taxes 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 FILOT Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 4. ***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 5. ***General Repealer.*** All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict repealed.

Section 6. ***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.

ATTEST:

SIGNED:

Hope M. Jones, Council Clerk

C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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Exhibit A

Fee Agreement

Ten Governors Solar, LLC

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FEE IN LIEU OF *AD VALOREM* TAX AGREEMENT

BETWEEN

TEN GOVERNORS SOLAR, LLC, AS SPONSOR

AND

FLORENCE COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2025

PREPARED BY:

MCGUIREWOODS LLP
800 E. CANAL STREET
RICHMOND, VA 23219
803-251-2305

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FEE AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (the "***Fee Agreement***") is entered into, effective, as of _____ 2025, by and between Florence County, South Carolina (the "***County***"), a body politic and corporate and a political subdivision of the State of South Carolina (the "***State***"), acting by and through its County Council (the "***County Council***") as governing body of the County, and **Ten Governors Solar, LLC**, a South Carolina limited liability company authorized to transact business in South Carolina (the "Company").

W I T N E S S E T H:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "***Act***"), Code of Laws of South Carolina, 1976, as amended (the "***Code***") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of ad valorem taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities of 52.8 Megawatts of alternating current ("***MWac***") coupled with a battery energy storage system located at a leased site on parcel tax map numbers 00142-31-026, 00142-31-015, 00143-31-057, and 00143-31-002 (the "***Land***") in Florence County, South Carolina (the "***Project***");

WHEREAS, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of approximately $122,200,000 but not less than $2,500,000, within the time period required under the Act ("***Project Commitment***"), meeting the minimum investment requirement under the Act;

WHEREAS, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council adopted an Inducement Resolution on February 20, 2025 and an ordinance on _____, 2025 (the "***Fee Ordinance"),*** inducing the Company and authorizing the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the

Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

WHEREAS, the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

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

ARTICLE I

PROJECT OVERVIEW

SECTION 1.1. ***Agreement to Waive Requirement of Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

SECTION 1.2. ***Rules of Construction; Defined Terms***. In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

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

"**Act Minimum Investor Requirement**" shall mean an investment of at least $2,500,000 by the Sponsors of eligible economic development property under the Act.

"**Administrative Expenses**" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

"**Authorized Sponsor Representative**" shall mean any person designated from time to time to act on behalf of the Sponsor as evidenced by a written certificate furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different

Authorized Sponsor Representatives to act for the Sponsor with respect to different section of this Fee Agreement.

"**Code**" shall mean the South Carolina Code of Laws, 1976, as amended.

"**Compliance Period**" means the five (5) year period following the property tax year in which at least $2,500,000 of the Economic Development Property will be placed in service.

"**Commencement Date**" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Sponsor execute this Fee Agreement.

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

"**County Administrator**" shall mean the person appointed by the County Council to act as county administrator of the County at any time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

"**County Council**" shall mean the Florence County Council, the governing body of the County.

"**Decommissioning**" shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state. Notwithstanding the foregoing, Sponsor shall have no obligation to remove roads constructed on the Land, or to remove fencing that the then current landowner requests to remain, or to remove subsurface improvements below thirty (30) inches of depth.

"**Diminution of Value**" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a prat of the Phase which may be caused by (i) the Sponsor's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"**Economic Development Property**" shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

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

"**Event of Default**" shall mean any Event of Default specified in Section 4.19 of this Fee Agreement.

"**Fee Agreement**" shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

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

"**FILOT**" shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

"**FILOT Payments**" shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

"**Investment Period**" pursuant to Section 12-44-30(13) of the Act, shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending five (5) years after the Commencement Date or its expiration. The minimum investment must be completed within five (5) years of the Commencement Date, provided a later date may be agreed to by the Sponsor and County pursuant to the Act.

"**Land**" shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

"**Multi-County Park**" shall mean that multi-county industrial/business park established pursuant to a qualifying *Agreement For The Development Of A Joint Industrial/Business Park To Be Located Both Within Florence County, South Carolina, And Williamsburg County, South Carolina, Dated December 1, 1998* and any amendments there to (the "Multi-County Park Agreement") or such other MCIP-County Park as may be amended or established.

"**Multi-County Park Act**" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

Negotiated FILOT Payments" shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property. "

"**Net FILOT Payment**" shall mean a total annual payment of $216,480.00 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2027 due and payable to the County on or before January 15, 2028. Provided, the Net FILOT Payments shall be increased in any year in which the total photovoltaic power generation capacity of the Project exceeds 55.8 MWac power, in proportion to the excess. For example, and by way of example only, if

the total power generation capacity of the Project as of the last day of the 2027 tax year is 125% of 52.8 MWac power (e.g.66 MWac), then the NET FILOT Payment for such year shall be increased by 25% (e.g $270,600). The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power generation capacity of the Project since the last such report.

"**Phase**" or "**Phases**" in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

"**Phase Termination Date**" shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2057, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(2) of the Act, as amended.

"**Project**" shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

"**Project Commitment**" shall have the meaning set forth in the recitals to this Fee Agreement.

"**Qualifying Infrastructure Costs**" shall have the meaning set forth in Section 4.1 of this Fee Agreement.

"**Real Property**" shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a prat of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

"**Replacement Property**" shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than on piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

"**Special Source Revenue Credit**" shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

"**Sponsor**" shall mean Ten Governors Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or

transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

"**Structure**" shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. ***Representations of the County.*** The County hereby represents and warrants to the Sponsor as follows:

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

(b) 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) Based upon representations by the Sponsor, the Project constitutes a "project" within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

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

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the act as in effect on the date hereof. The Sponsor intends to develop install or operate, as applicable solar power generating facilities coupled with a battery energy storage system, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee 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 FILOT and other incentives granted by this Fee Agreement.

ARTICLE III

THE PROJECT

SECTION 3.1. ***The Project***. The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

SECTION 3.2. ***Diligent Completion***. The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

ARTICLE IV

PAYMENT IN LIEU OF TAXES

SECTION 4.1. ***Special Source Revenue Credit.*** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year that the project enters into service, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "**Qualifying Infrastructure Costs**" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) In order to receive the Special Source Revenue Credit on the Non-Qualifying Property, the Sponsor agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to ad valorem taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

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

(d) In the event (i) the Sponsor willfully terminates this Fee Agreement for any reason except in the event of a Force Majeure as defined in section 5.10 herein, or (ii) the County terminates this Fee Agreement due to a default hereunder by the Sponsor, subject to cure rights, then, upon demand by the County in writing, the Sponsor shall pay to the County the difference between the total FILOT Payments actually paid during the term of the Fee Agreement and the amount which would have been due had the property been subject to FILOT Payments determined under Section 4.2 (Steps 1-3 only) less a special source revenue credit of sixty percent (60%) for each year in which a FILOT Payment was to be made with statutory interest on such amount calculated pursuant to Section 12-54-25 of the Code of Laws of South Carolina 1976, as amended. Should the County terminate this Fee Agreement due to a default hereunder by the Sponsor, the Sponsor's payment of the surety or performance bond or irrevocable letter of credit provided by the Sponsor as described in Section 4.15 will be subtracted from the amount the Sponsor shall pay to the County as described herein as the difference between the total FILOT Payments actually paid during the term of the Fee Agreement and the amount which would have been due had the property been subject to FILOT Payments determined under Section 4.2 (Steps 1-3 only) less a special source revenue credit of sixty percent (60%) for each year in which a FILOT Payment was to be made with statutory interest on such amount calculated pursuant to Section 12-54-25 of the Code of Laws of South Carolina, 1976, as amended.

SECTION 4.2. ***Negotiated FILOT Payments***. Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(l) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of ad valorem taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2033 (December 31, 2036, if the Investment Period is extended), said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be

determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following twenty-nine (29) years using the original income tax basis for State income tax purposes less depreciation[1] for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(l) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal, but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.

Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter.

Step 3: Use a millage rate of 373.9 mils, or the combined millage rates set for the tax year 2025 by the County (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(l)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is pe1mitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

[1] Sponsor confirms, for purposes of the South Carolina Department of Revenue, it will apply a five (5) percent depreciation calculation per year on the value of its Equipment.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2033, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between ad valorem property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "***Retroactive Tax Payment***"). The repayment obligations arising under this Section survives termination of this Fee Agreement.

The Sponsor agrees to waive the benefits of any future legislative enactment that reduces property taxes available to solar farm property. If Sponsor claims any such benefits in addition to the benefits provided in this Fee Agreement, such action shall constitute an early termination of this Fee Agreement by Sponsor.

SECTION 4.3. ***Payments in Lieu of Taxes on Replacement Property.*** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the "***Replacement Value***") is less than or equal to the original income tax basis of the Removed Components (the "***Original Value***") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step I of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

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

SECTION 4.4. ***Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty***. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

SECTION 4.5. ***Place and Allocation of Payments in Lieu of Taxes***. The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

SECTION 4.6. ***Removal of Equipment***. The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "***Removed Components***") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, dete1mines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal prope1iy, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is

replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

SECTION 4.7. *Damage or Destruction of Project.*

(a) *Election to Terminate*. In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

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

SECTION 4.8. *Condemnation.*

(a) *Complete Taking*. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment

Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

SECTION 4.9. ***Merger of Sponsor with Related Party.*** The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor, and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

SECTION 4.10. ***Indemnification Covenants.***

(a) Except as provided in paragraph (d) below, the Sponsor 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 Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor 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 Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.11. ***Multi-County Industrial Park***. The County agrees to enter into or amend an existing multi-county industrial park agreement (the "***Multi-County Industrial Park Agreement***") with one or more counties to create a Multi-County Industrial Park to include the Project pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended, at the site of the Project and to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to accomplish the establishment of such a Multi-County Industrial Park.

Section 4.12. ***Confidentiality/Limitation on Access to Project***. The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("***Confidential Information***"). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13. ***Records and Reports***. The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "***Filings***").

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

Section 4.14. ***Payment of Administrative Expenses***. The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County including a detailed statement of the amount and nature of the Administration Expense and requesting the payment of the same. 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. In no event shall the Sponsor's reimbursement of these expenses incurred for the execution of the initial Fee Agreement exceed eight thousand ($8,000) dollars.

Section 4.15. ***Collection and Enforcement Rights of County*****.** The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of ad valorem property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax. Prior to the due date of the third FILOT Payment hereunder, the Sponsor shall provide an irrevocable surety or performance bond or irrevocable letter of credit to secure the performance of its obligations hereunder, including but not limited to any payment obligations that may arise pursuant to Sections 4.1(d) and 4.19. Coverage under such surety or performance bond or irrevocable letter of credit shall be in at least the amount of two times the initial annual Net FILOT Payment ($216,480). The surety or performance bond or irrevocable letter of credit shall be for the benefit of the County, and the issuer as well as the form and substance thereof must be agreeable to the County, as determined by the County Administrator, provided that consent may not be unreasonably withheld, conditioned, or delayed.

Section 4.16. ***Assignment and Subletting*****.** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

Section 4.17. ***County's Estoppel Certificates for Sponsor's Financing Transactions*****.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor

from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

Section 4.18. ***Sponsor's Continuing Obligations After Termination by Sponsor***. In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.14, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

Section 4.19. ***Events of Default***. Subject to Section 5.10, the following shall be *Events of Default* under this Fee Agreement, and the term "***Events of Default***" shall be defined as follows:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of thirty (30) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.20. ***Remedies on Default***. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

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

(c) In the event of an Event of Default hereunder, if the Sponsor has not caused all solar panels on the Land to be removed within two hundred seventy (270) days, the County and its authorized employees, agents, and third party contractors shall have the right to enter upon the Land engage in a removal of all remaining solar panels from the Land.

Section 4.21. ***Remedies Not Exclusive***. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and eve1y remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be

necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.22. ***Decommissioning the Project***. Within eighteen (18) months of the first date upon which the Project produces electricity, Sponsor shall procure and deliver to the County a surety or performance bond or irrevocable letter of credit in the amount of $50,000 or 125% of the estimated decommission costs associated with the Project, whichever is greater. The estimated decommissioning costs shall be determined by an engineer licensed to practice in South Carolina.

ARTICLE V

MISCELLANEOUS

SECTION 5.1. ***Notices.*** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective 1) when delivered to the party named below, 2) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or 3) within two (2) days of delivery via an express courier service, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COUNTY: Florence County
Attn: Florence County Administrator
180 N Irby St MSC-G
Florence, South Carolina, 29501

WITH COPIES TO:
(which shall not constitute notice) Florence County Attorney
180 N Irby St, MSC-G
Florence, South Carolina, 29501

AS TO THE SPONSOR: Ten Governors Solar, LLC
Attn: Greg Ness, General Counsel
1519 King Street
Charleston, SC 29405

WITH COPIES TO:
(which shall not constitute notice) W. Ford Graham
McGuireWoods LLP
Gateway Plaza, 800 E Canal St,
Richmond, Virginia 23219
ATTENTION: Elizabeth Stein
803-251-2305

Section 5.2. ***Binding Effect***. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

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

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

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

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

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

Section 5.8. ***Severability***. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived here from, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

Section 5.9. ***Limited Obligation***. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.10. ***Force Majeure***. Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non- performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

Section 5.11. ***Execution Disclaimer***. Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction, and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

[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 behalf by its Chairman and to be attested by the Clerk to 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 COUNCIL:

_____

C. William Schofield
Chairman
Florence County Council

ATTEST:

_____

Hope Jones
Clerk to the Council
Florence County Council

SPONSOR:
Ten Governors Solar, LLC

By: Southern Current Development I, LLC, its manager

By: Southern Current LLC, its manager

By:_____
Ryan Brown, President

EXHIBIT A

Description of Real Estate

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Florence, State of South Carolina, bearing the following Tax Map Numbers:

00142-31-026, 00142-31-015,
00143-31-057, and 00143-31-002

EXHIBIT B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 373.9 mils)

-

Net FILOT Payment

($216,480 as adjusted for increases in maximum power production capacity (52.8MWac x $4100))

=

The Special Source Revenue Credit

(for the applicable year)

FLORENCE COUNTY COUNCIL MEETING

APRIL 17, 2025

AGENDA ITEM: Ordinance No. 70-2024/25 Second Reading

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

[An Ordinance Authorizing The Application Of Surplus Proceeds Of The Original Principal Amount $14,000,000 General Obligation Bonds, Series 2025A Of Florence County To Defray The Costs Of Other Capital Projects Of Florence County Including Renovations Of And Improvements To The Florence County Complex, The Purchase Of Real Property By Florence County For County Purposes, And Improvements To The Florence Regional Airport.]

OPTIONS:

1. ***(Recommend)*** approved as presented.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of proposed Ordinance No. 70-2024/25 second reading.

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Sponsor(s)	: Finance	
First Reading	: March 20, 2025	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Second Reading	: April 17, 2025	
Public Hearing	: April 17, 2025	
Third Reading	: _____, 2025	
Effective Date	: Immediately	

ORDINANCE NO. 70-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

AUTHORIZING THE APPLICATION OF SURPLUS PROCEEDS OF THE ORIGINAL PRINCIPAL AMOUNT $14,000,000 GENERAL OBLIGATION BONDS, SERIES 2025A OF FLORENCE COUNTY TO DEFRAY THE COSTS OF OTHER CAPITAL PROJECTS OF FLORENCE COUNTY INCLUDING RENOVATIONS OF AND IMPROVEMENTS TO THE FLORENCE COUNTY COMPLEX, THE PURCHASE OF REAL PROPERTY BY FLORENCE COUNTY FOR COUNTY PURPOSES, AND IMPROVEMENTS TO THE FLORENCE REGIONAL AIRPORT.

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

Section 1 Findings and Determinations.

As an incident to the enactment of this ordinance (the "Ordinance"), Florence County Council ("Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this Article I exist, and that the following statements made with respect thereto are true and correct:

1. On November 21, 2024, Council enacted an ordinance (the "Bond Ordinance") authorizing the issuance of General Obligation Bonds, Series 2025A Bonds and Series 2025B Bonds ("the Bonds") for the purpose of providing funds for the acquisition, construction, furnishing, and equipping of (i) a new Law Enforcement Building for evidence, (ii) new EMS facilities, and (iii) a new Windy Hill Fire Station in the Florence County Fire Protection District (items (i)-(iii) together, the "Improvements").

2. The proceeds of the Series 2025B Bonds were used to defray the cost to the new Windy Hill Fire Station and the proceeds of the Series 2025A Bonds were used to defray the costs of the remaining Improvements.

3. Council has been advised there are surplus proceeds remaining from the sale of the Series 2025A Bonds after payment of the costs of the Improvements allocated to the Series 2025A Bonds and the costs of issuance relating to the Series 2025A Bonds.

4. Section 6.01(d) of the Bond Ordinance states that with respect to the proceeds of either series of Bonds used pursuant to the Bond Ordinance, after application of such proceeds to the costs of the Improvements and costs of issuance of the Bonds, "if any balance remains, it shall be held in a special fund and used to effect the retirement of the Bonds authorized by this Ordinance, or, at the direction of Council by ordinance supplemental hereto, to defray the cost of additional capital items."

5. Council has determined that it is in the best interest of the County to use the surplus proceeds remaining from the sale of the Series 2025A Bonds to defray the cost of additional capital items including renovations of and improvements to the County Complex, the purchase of real property by the County for County purposes, and improvements to the Florence Regional Airport.

NOW, THEREFORE, BE IT ORDAINED BY FLORENCE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 2 Application of Surplus Proceeds from Sale of Series 2025A Bonds.

Council hereby authorizes the application of surplus proceeds of the Florence County General Obligation Bonds, Series 2025A to defray the cost of additional capital items including renovations of and improvements to the County Complex, the purchase of real property by the County for County purposes, and improvements to the Florence Regional Airport.

Section 3 Governing Law.

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

Section 4 Provisions of Ordinance of Separable.

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

Section 5 Repeal of Conflicting Ordinance, etc.; Effective Date.

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

FLORENCE COUNTY, SOUTH CAROLINA

_____
Chairman of County Council

ATTEST:

_____
Clerk to County Council

FLORENCE COUNTY COUNCIL MEETING

APRIL 17, 2025

AGENDA ITEM: Ordinance No. 71-2024/25 Second Reading

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

[An Ordinance Authorizing The Purchase Of Certain Real Property From The City Of Johnsonville, South Carolina, Comprising The City Hall Building Of The City Of Johnsonville, South Carolina, And The Sale Of Such Building To Florence County School District Five, South Carolina Under An Installment Purchase Agreement Between Florence County, South Carolina, And Florence County School District Five, South Carolina, And Other Matters Relating Thereto.]

OPTIONS:

1. (***Recommend)*** approved as presented.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of proposed Ordinance No. 71-2024/25 second reading.

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Sponsor(s)	: Finance	
First Reading	: March 20, 2025	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Second Reading	: April 17, 2025	
Public Hearing	: April 17 2025	
Third Reading	: _____, 2025	
Effective Date	: Immediately	

ORDINANCE NO. 71-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY FROM THE CITY OF JOHNSONVILLE, SOUTH CAROLINA, COMPRISING THE CITY HALL BUILDING OF THE CITY OF JOHSONVILLE, SOUTH CAROLINA, AND THE SALE OF SUCH BUILDING TO FLORENCE COUNTY SCHOOL DISTRICT FIVE, SOUTH CAROLINA UNDER AN INSTALMMENT PURCHASE AGREEMENT BETWEEN FLORENCE COUNTY, SOUTH CAROLINA, AND FLORENCE COUNTY SCHOOL DISTRICT FIVE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

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

Section 1 Findings and Determinations.

As an incident to the enactment of this ordinance (the "Ordinance"), Florence County Council ("Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this Article I exist, and that the following statements made with respect thereto are true and correct:

1. Florence County School District Five, South Carolina (the "School District") is a public school district organized and existing under the laws of the State of South Carolina and located in the southeastern portion of the County; and

2. The City of Johnsonville, South Carolina (the "City") is a body politic and political subdivision of the State of South Carolina, and is a municipality that is located within the School District; and

3. The School District headquarters in the City was constructed in 1913 and has been determined by the School District to be inadequate for its present and future needs; and

4. In January 2021, the City completed construction of a new Johnsonville City Hall administration building comprised of ____ square feet (the "City Hall Building"), which the City has determined contains facilities that are in excess of the City's needs; and

5. The School District wishes to acquire the City Hall Building for use as its district headquarters and has requested the County to purchase the City Hall Building from the City and sell it to the School District under an installment purchase agreement; and

6. In the interest of supporting the School District and promoting the efficiency and effective delivery of governmental services within the County, the County has agreed to purchase the City Hall Building and sell it to the School District under an installment purchase agreement.

NOW, THEREFORE, BE IT ORDAINED BY FLORENCE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 2 Purchase of City Hall Building.

Council hereby authorizes the purchase of the City Hall Building from the City for an amount not to exceed $2,350,000, and the County Administrator is hereby authorized to take all such actions and deliver such documents as shall be acquired to effectuate such purpose.

Section 3 Sale of City Hall Building to School District.

The sale of the City Hall Building to the School District pursuant to an installment purchase and sale agreement (the "Sale Agreement") is hereby authorized. The Sale Agreement shall be in substantially the form presented to Council and attached hereto as "Exhibit A" with such changes as the County Administrator, in his sole discretion, shall make in order to effectuate the purpose of this Ordinance. The amount and terms of the installment purchase agreement shall be determined by the County Administrator and the County Administrator is authorized to take all such actions and deliver such documents as necessary to effect such sale of the City Hall Building to the School District.

Section 4 Governing Law.

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

Section 5 Provisions of Ordinance of Separable.

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

Section 6 Repeal of Conflicting Ordinance, etc.; Effective Date.

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

FLORENCE COUNTY, SOUTH CAROLINA

_____
Chairman of County Council

ATTEST:

_____
Clerk to County Council

FLORENCE COUNTY COUNCIL MEETING

APRIL 17, 2025

AGENDA ITEM: Ordinance No. 72-2024/25 Introduction

DEPARTMENT: Unified Fire District

ISSUE UNDER CONSIDERATION:

An Ordinance To Amend Ordinance No. 13-2018/19 And To Provide For The Creation Of The County Fire Chief.

ATTACHMENTS:

Copy of proposed Ordinance No. 72-2024/25 Introduction.
Copy of Ordinance No. 13-2018/19.

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Sponsor(s)	: Unified Fire District	
First Reading/Introduction	: April 17, 2025	I, _____,
Committee Referral	:	Council Clerk, certify that this
Committee Consideration Date	:	Ordinance was advertised for
Committee Recommendation	:	Public Hearing on _____.
Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 72-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Ordinance No. 13-2018/19And To Provide For The Creation Of The County Fire Chief.]

WHEREAS:

1. For the safety, welfare and convenience of the public, and the County of Florence, Florence County created the Unified Fire District; and

2. In order to fulfil the goals of Council to effectively provide for the safety and welfare of the citizens of Florence County and to plan, organize, direct and administer fire programs and fire emergency response operational guidelines for the Florence County Unified Fire District and to forecast fiscal requirements, Council deems it appropriate to establish the Office of Florence County Fire Chief.

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

1. Chapter 12 of the Florence County Code of Ordinances, Article II, Section 12-23 is hereby deleted in its entirety and replaced with the following:

   Sec. 12-23 – Administration of the Unified Fire District.

   i. The Unified Fire District shall be under the direction of the County Fire Chief or such other official or department as the County may from time to time designate. Such county official shall be under the supervision and control of the County Administrator.
   ii. The County Fire Chief shall establish and be responsible for centralized purchasing of all materials, supplies and equipment in accordance with Florence County procurement code.
   iii. All expenditures by/for the Unified Fire District must be submitted through the Florence County Finance Department for payment directly to vendors, service providers, etc. and must adhere to all guidelines pertaining to claim for payments and purchase orders.
   iv. All contracts or agreements must comply with County procurement code, other County regulations and be approved by the County Fire Chief, County Administrator and County Council.
   v. The County Fire Chief shall be responsible for the implementation of a District-wide standardization of all rolling stock and equipment.

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vi. The County Fire Chief shall implement a centralized maintenance schedule and service for all equipment, and buildings in an effort to ensure quality assurance, maintenance and appropriate annual budgeting for replacement of equipment.

2. The County Fire Chief shall recommend the hiring and discharge of all full time employees of the non-profit corporations to the Florence County Administrator, who shall have final hiring and discharge authority. The County Administrator may on his own initiative discharge for cause any full time or part time employee of the non-profit corporation.

3. The County Fire Chief shall present to the Florence County Finance Director in March of each year an annual budget for fire programs and fire emergency response, with recommendations for improvements or changes desired. All reports and recommendations shall be submitted to the County Administrator and the Committee on Justice and Public Safety so that necessary recommendations may be prepared concerning review by Florence County Council. Florence County Council shall have the ultimate authority on any recommendations or improvements to either approve or d

4. The County Fire Chief's duties include:

   i. The development of standard operating procedures/guidelines, training standards, fire inspection programs, and fire prevention programs.
   ii. Assist in the assessment of buildings, equipment, and manpower of the respective fire districts and develop a strategic plan to deliver fire and rescue services in the Unified Fire District.
   iii. Advise on all operational aspects between Florence County and the non-profit corporations (fire departments) within the Unified Fire District.
   iv. Other duties related to operating the seven (7) fire departments located within the Unified Fire District as deemed appropriate by the County Fire Chief, upon approval by the County Administrator and/or County Council as necessary.

5. The County Fire Chief shall be authorized to exercise such powers with respect to the function of the Florence County Unified Fire District subject to approval by Florence County Council, the following:

   i. Purchase of such firefighting and emergency scene operations equipment as the County Fire Chief deems necessary for the purpose of controlling fires and protecting life and property and shall be subject to the Florence County procurement code and subject to approval by the County Fire Chief, the Florence County Administrator and the Florence County Council, as necessary.
   ii. The County Fire Chief shall establish and be responsible for centralized purchasing.
   iii. Selection of sites or places within the area where the fire-fighting equipment shall be stored.
   iv. Procurement and supervision of the training of emergency personnel to ensure that the equipment shall be utilized for the best interest of the Florence County Unified Fire District.
   v. Upkeep, maintenance and repair of vehicles and other firefighting and emergency scene operations equipment and to that end shall, as often as is deemed necessary, inspect such equipment.
   vi. Cooperate or enter into contracts or agreements with any public or private agency which results in improved services or the receipt of financial aid in carrying out the

functions of the Florence County Unified Fire District, provided, however that such contracts and agreements shall be subject to the Florence County procurement code and subject to approval by the Florence County Administrato

6. 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.

7. This Ordinance shall become effective July 1, 2025.

ATTEST:

SIGNED:

_____
Hope Jones, Council Clerk

_____
William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

Sponsor(s)	: Unified Fire District	I, Connie Y Haselden
First Reading/Introduction	: January 17, 2019	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
Committee Consideration Date	: December 19, 2018 (J&PS)	Public Hearing on 02/05/19
Committee Recommendation	: Approve	
Public Hearing	: February 21, 2019	
Second Reading	: February 21, 2019	
Third Reading	: March 21, 2019	
Effective Date	: July 1, 2019	

ORDINANCE NO. 13-2018/19

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Ordinance No. 18-2013/14 And To Provide For The Creation Of The Florence County Unified Fire District Board.]

WHEREAS:

1. For the safety, welfare and convenience of the public, and the County of Florence, Florence County created the Unified Fire District; and

2. In order to fulfil the goals of Council to effectively provide for the safety and welfare of the citizens of Florence County and to plan, organize, direct and administer fire programs and fire emergency response operational guidelines for the Florence County Unified Fire District and to forecast fiscal requirements, Council deems it appropriate to establish the Florence County Unified Fire District Board.

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

1. Chapter 12 of the Florence County Code of Ordinances, Article II, Section 12-23 is hereby deleted in its entirety and replaced with the following:

   Sec. 12-23 – Administration of the Unified Fire District.

   i. The Unified Fire District shall be under the direction of the County Fire/Rescue Services Coordinator or such other official or department as the County may from time to time designate. Such county official charged with the direction of the district shall be advised by the Florence County Unified Fire District Board.
   ii. The Fire/Rescue Services Coordinator shall establish and be responsible for centralized purchasing of all materials, supplies and equipment in accordance with Florence County procurement code.
   iii. All expenditures by/for the Unified Fire District must be submitted through the Florence County Finance Department for payment directly to vendors, service providers, etc. and must adhere to all guidelines pertaining to claim for payments and purchase orders.
   iv. All contracts or agreements must comply with County procurement code, other County regulations and be approved by the Fire/Rescue Services Coordinator, County Administrator and County Council.

v. The Fire/Rescue Services Coordinator shall be responsible for the implementation of a District-wide standardization of all rolling stock and equipment.

vi. The Fire/Rescue Services Coordinator shall implement a centralized maintenance schedule and service for all equipment, buildings in an effort to ensure quality assurance, maintenance and appropriate annual budgeting for replacement of equipment.

2. There is hereby created the Florence County Unified Fire District Board. The Board shall consist of seven (7) members, composed of one (1) representative from each of the following respective geographic area districts: Johnsonville Fire Department, Inc., Sardis -Timmonsville Rural Fire Department, Howe Springs Volunteer Fire Company, Inc., Hannah Salem-Friendfield Fire Protection District, Inc., West Florence Rural Volunteer Fire Department, Windy Hill Volunteer Fire Company and Olanta Rural Fire Department, Inc. The members of the Board shall be appointed by and shall serve at the pleasure of Florence County Council.

3. Members of the Board shall be appointed to serve staggered four (4) year terms. All terms shall commence July 1st and end June 30th of the appropriate year. Members shall serve until their successors are appointed and qualified. Three seats shall initially be for a term of four (4) years; three seats shall initially be for a term of three (3) years; and one seat shall initially be for a term of two (2) years.

4. Unexpired terms shall be filled for the duration of the term in the manner prescribed for the original appointment.

5. The Florence County Unified Fire District Board shall meet at regular intervals but not less frequently than once each calendar quarter. Members of the Board are expected to attend meetings. An attendance roster, including the names of members who attended and who did not attend, shall be included in the minutes of each meeting. Absence by any member from three (3) consecutive meetings without a valid reason, such as illness or personal pressing commitments, shall be considered a voluntary resignation by the member.

6. The Chairman of the Board shall notify the County Administrator of resignations due to absence from meetings and other resignations and vacancies caused by death, disability, transfer of residence outside of the County or other causes, within 30 days of the effective date.

7. At the first meeting subsequent to July 1st of each year, the Florence County Unified Fire District Board shall elect from their membership the following officers for terms of one (1) year: Chairman and Vice Chairman.

8. The duties of the Chairman are to preside over all meetings and represent the Board when the board is not in session.

9. The duties of the Vice Chairman are to perform the duties of the Chairman in his or her absence.

10. The Fire/Rescue Services Coordinator shall be responsible for maintaining the records of the Board and shall file copies of minutes of all Board meetings with the office of the County Administrator.

11. The Florence County Unified Fire District Board shall conduct its business consistent with the applicable rules of Florence County Council.

12. All meetings of the Board must have a majority of the membership present to conduct business.

13. The Board shall recommend the hiring and discharge of all full time employees of the non-profit corporations to the Florence County Administrator, who shall have final hiring and discharge authority. The County Administrator may on his own initiative discharge for cause any full time or part time employee of the non-profit corporation.

14. Florence County Unified Fire District Board shall present to the Florence County Finance Director in March of each year an annual budget for fire programs and fire emergency response, with recommendations for improvements or changes desired. All reports and recommendations shall be submitted to the County Administrator and the Committee on Justice and Public Safety so that necessary recommendations may be prepared concerning review by Florence County Council. Florence County Council shall have the ultimate authority on any recommendations or improvements to either approve or deny.

15. Florence County Unified Fire District Board shall be subject to and governed by the statutes of the State of South Carolina, the ordinances of Florence County, and all rules and regulations promulgated pursuant thereto, relating to county departments, agencies, boards and commissions and members, employees or personnel thereof. These entities are responsible to the county administrator for compliance with such ordinances, statutes, rules and regulations.

16. The Board's duties include:

    i. The development of standard operating procedures/guidelines, training standards, fire inspection programs, and fire prevention programs.
    ii. Assist in the assessment of buildings, equipment, and manpower of the respective fire districts and develop a strategic plan to deliver fire and rescue services in the Unified Fire District.
    iii. Advise on all operational aspects between Florence County and the non-profit corporations (fire departments) within the Unified Fire District.
    iv. Other duties related to operating the seven (7) fire departments located within the Unified Fire District as deemed appropriate by the County Fire/Rescue Services Coordinator, upon approval by the County Administrator and/or County Council as necessary.

17. The Board shall be authorized to exercise such powers with respect to the function of the Florence County Unified Fire District subject to approval by Florence County Council, the following:

    i. Purchase of such firefighting and emergency scene operations equipment as the Board deems necessary for the purpose of controlling fires and protecting life and property and shall be subject to the Florence County procurement code and subject to approval by the Florence County Fire/Rescue Services Coordinator, the Florence County Administrator and the Florence County Council, as necessary.
    ii. The Florence County Fire/Rescue Services Coordinator shall establish and be responsible for centralized purchasing.
    iii. Selection of sites or places within the area where the fire-fighting equipment shall be stored.

iv. Procurement and supervision of the training of emergency personnel to ensure that the equipment shall be utilized for the best interest of the Florence County Unified Fire District.

v. Upkeep, maintenance and repair of vehicles and other firefighting and emergency scene operations equipment and to that end shall, as often as is deemed necessary, inspect such equipment.

vi. Cooperate or enter into contracts or agreements with any public or private agency which results in improved services or the receipt of financial aid in carrying out the functions of the Florence County Unified Fire District, provided, however that such contracts and agreements shall be subject to the Florence County procurement code and subject to approval by the Florence County Administrator.

18. All provisions in Ordinance No. 05-2013/14 are hereby repealed.

19. Florence County Code, Chapter 12, Article II, Section 12-24 is hereby repealed.

20. 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.

21. This Ordinance shall become effective July 1, 2019.

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

Waymon Mumford, Chairman

COUNCIL VOTE: approved
OPPOSED: 0
ABSENT: 0

FLORENCE COUNTY COUNCIL MEETING

APRIL 17, 2025

AGENDA ITEM: Ordinance No. 73-2024/25 Introduction

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Ratify FY25 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

ATTACHMENTS:

Copy of proposed Ordinance No. 73-2024/25 Introduction.

back to top

Sponsor(s)	: Finance	I _____,
First Reading/Introduction	: April 17, 2025	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
County Council Public Hearing	: N/A	Public Hearing on_____.
Second Reading	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 73-2024/25 Introduction

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY
[An Ordinance To Ratify FY25 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.]

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FLORENCE COUNTY COUNCIL MEETING

APRIL 17, 2025

AGENDA ITEM: Ordinance No. 74-2024/25 Introduction

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

An Ordinance To Provide For The Issuance And Sale Of Not Exceeding Four Million Nine Hundred Fifty Thousand Dollar ($4,950,000) 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.

ATTACHMENTS:

Copy of proposed Ordinance No. 74-2024/25 Introduction.

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Sponsor(s)	: Finance	
First Reading	: April 17, 2025	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Second Reading	: May 15, 2025	
Public Hearing	: May 15, 2025	
Third Reading	: June 19, 2025	
Effective Date	: Immediately	

ORDINANCE NO. 74-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FOUR MILLION NINE HUNDRED FIFTY THOUSAND DOLLAR ($4,950,000) 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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BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

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

As of June 1, 2015, the County entered into a Base Lease Agreement (the "2015 Base Lease") and a Public Facilities Purchase and Occupancy Agreement (the "2015 Facilities Purchase Agreement") with Florence County Public Facilities Corporation, a South Carolina nonprofit corporation (the "Corporation"). Pursuant to the 2015 Base Lease, the County leased certain real property to the Corporation.

Pursuant to the 2015 Facilities Purchase Agreement, the facilities subject to the 2015 Base Lease were developed, financed, acquired, designed, equipped, constructed, and made available for use by the County for a new County Judicial Center (the "Judicial Facilities"). The 2015 Facilities Purchase Agreement further provides for the payment by the County on a semi-annual basis of a portion of the purchase price of the Judicial Facilities ("2015 Base Payments"). By the making of 2015 Base Payments to the Corporation, the County acquires an undivided interest in the Judicial Facilities. Upon the making of the final scheduled 2015 Base Payment under the 2015 Facilities Purchase Agreement and the final 2021 Base Payment under the 2021 Facilities Purchase Agreement (as defined below), the County will have purchased all interest of the Corporation in the Judicial Facilities and will own the same outright.

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

On April 22, 2021, the Corporation, pursuant to a 2021 Supplement Trust Agreement dated as of April 1, 2021, between it and The Bank of New York Mellon Trust Company, N.A., issued its $37,870,000 Installment Purchase Revenue Refunding Bonds Taxable Series 2021 (the "2021 Bonds"), the proceeds of which were used to defease those Series 2015 Bonds maturing after October 1, 2023.

The 2021 Bonds are secured by and payable from amounts paid as Base Payments (the "2021 Base Payments") by the County under a First Amendment to Facilities Purchase and Occupancy Agreement dated as of April 1, 2021 (the "2021 Facilities Purchase Agreement").

As of December 1, 2017, the County entered into a Base Lease Agreement (the "2017 Base Lease") and a Public Facilities Purchase and Occupancy Agreement (the "2017 Facilities Purchase Agreement") with the Corporation. Pursuant to the 2017 Base Lease, the County leased certain real property to the Corporation.

Pursuant to the 2017 Facilities Purchase Agreement, the facilities subject to the 2017 Base Lease were developed, financed, acquired, designed, equipped, constructed, and made available for use by the County for a new Parking Garage (the "Parking Facilities"). The 2017 Facilities Purchase Agreement

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further provides for the payment by the County on a semi-annual basis of a portion of the purchase price of the Parking Facilities ("2017 Base Payments"). By the making of 2017 Base Payments to the Corporation, the County acquires an undivided interest in the Parking Facilities. Upon the making of the final scheduled 2017 Base Payment under the 2017 Facilities Purchase Agreement, the County will have purchased all interest of the Corporation in the Parking Facilities and will own the same outright.

The Corporation has, pursuant to the terms of a Bond Agreement between it and Branch Banking and Trust Company, now Truist Bank, as purchaser (the "Purchaser") of the Corporation's $11,100,000 Installment Purchase Revenue Bond (Florence County Projects), Series 2017A (the "2017 Bonds"), assigned its right to receive 2017 Base Payments, as defined in the 2017 Facilities Purchase Agreement (the "2017 Base Payments"), to the Purchaser. The 2017 Base Payments have been calculated to yield the exact amount due by way of principal and interest on the 2017 Revenue Bonds.

On March 30, 2021, the County and the Corporation amended the terms of the 2017 Bond to provide a lower rate of interest applicable thereto in order to effect a debt service savings with respect to the 2017 Bond, and in connection therewith amended the schedule of 2017 Base Payments.

Together, the 2017 Base Payments and the 2021 Base Payments are hereinafter referred to as the "Base Payments".

The County's installments of Base Payments falling due on October 1, 2025 amount to a total of approximately $4,503,668.75 (the "October 2025 Payment"). In addition, Base Payments will be due April 1, 2026 (the "April 2026 Payment") and amount to approximately $345,523.50. In consultation with the County's financial advisor, the County is considering a single issuance of Bonds to fund such Combined Payments and subsequent issues in September of each year for such purpose. The County has determined to adopt this ordinance to authorize the issuance of general obligation bonds of the County, in one or more series, to provide funds with which to pay a portion of the October 2025 Payment, and, at the option of the County as determined by the County Administrator, the April 2026 Payment, and costs of issuance of such bonds.

Section 1.02 Recital of Applicable Constitutional Provisions.

The Council is advised that the assessed value of all taxable property in the County for the year 2024, excluding property subject to a fee-in-lieu of ad valorem property taxes, will amount to $629,333,958. Accordingly, the eight percent general obligation debt limit of the County as established by Section 14 of Article X of the South Carolina Constitution amounts to not less than the sum of $50,346,716. As of the date of issuance of the bond authorized hereby, the County will have outstanding and chargeable against the debt limit general obligation bonded indebtedness in the amount of $33,315,000. The County is therefore permitted under Section 14 of Article X of the South Carolina Constitution to issue the proposed general obligation bonds in order to raise the required sum, not to exceed $4,950,000, and under the provisions of said Section 14 of Article X of the South Carolina Constitution and of Act No. 113 of the 1999 Acts of the General Assembly of the State of South Carolina (now codified as Sections 11-27-10 through 11-27-100, Code of Laws of South Carolina, 1976) may do so without the necessity of holding an election.

Section 1.03 Holding of Public Hearing.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. Such public hearing has been duly held by Council prior to third reading of this Ordinance.

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

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

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ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

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

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

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

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

"Bond Counsel" means a firm of attorneys nationally recognized in the practice of public finance law.

"Bond Payment" means the payments of principal of and interest on any series of Bonds.

"Bond Payment Date" means the date or dates on which principal of and/or interest on the respective Bonds shall be paid as determined by the County Administrator pursuant to Section 3.02 hereof.

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

"Bonds" means either or both of the series of general obligation bonds of the County issued in accordance with the provisions of this Ordinance.

"Clerk to Council" means the Clerk to the County Council of the County.

"Code" means the Internal Revenue Code of 1986, as amended.

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

"County" means Florence County, South Carolina.

"County Administrator" means the County Administrator of Florence County.

"County Auditor" means the County Auditor of Florence County.

"County Treasurer" means the County Treasurer of Florence County.

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

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

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

"Outstanding", when used in this Ordinance with respect to the Bond, means as of any date, the Bond theretofore delivered pursuant to this Ordinance except:

(a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

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

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

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

"Record Date" means the fifteenth day of the month immediately preceding the Bond Payment Date.

"Registrar" means the County, acting through the Clerk to Council.

"2015 Bonds" means the $42,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds, Series 2015, dated June 30, 2015.

"2017 Bond" means the $11,100,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bond, Series 2017A, dated December 14, 2017.

"2021 Bonds" means the $37,870,000 Florence County Public Facilities Corporation Installment Purchase Revenue Refunding Bonds, Series 2021, dated April 22, 2021.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

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

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

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

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

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ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Ordering the Issuance of the Bonds.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds with which to make the October 2025 Payment and (if determined by the County Administrator) the April 2026 Payment and pay other costs identified in Section 1.01 of this Ordinance, there shall be issued not exceeding Four Million Nine Hundred Fifty Thousand Dollar ($4,950,000) general obligation bonds of the County in one or more series, to be styled "General Obligation Bond, Series 2025" with such letter designation to distinguish each series. The County Administrator shall determine the actual amount of the Bonds in each series, not to exceed in the aggregate $4,950,000, in his sole discretion in order to accomplish the purposes of this Ordinance.

Section 3.02 Maturity Schedule of Bonds.

Each series of Bond shall be dated as of the date of its delivery and shall bear interest from its dated date. For each series of Bonds, the County Administrator is hereby authorized to determine the maturity schedule, without privilege of early redemption.

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

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

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

(c) The Bond Payment shall be payable to the Person appearing on the Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof, as the registered Owner thereof. The Bond Payment shall be made on or after the Bond Payment Date upon the presentation and surrender for cancellation of the Bond at the office of the County Treasurer, provided, however, that the County Administrator may, upon advice of bond counsel, elect to waive presentation and surrender if requested by the purchaser of the Bond, in which case the Bond Payment shall be paid by check, draft or wire transfer as determined by the County Treasurer.

Section 3.04 Execution and Authentication.

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

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

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Section 3.05 Exchange of the Bond.

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

Section 3.06 Transferability and Registry.

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

Section 3.07 Transfer of the Bond.

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

Section 3.08 Regulations with Respect to Exchanges and Transfers.

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

Section 3.09 Mutilated, Destroyed, Lost and Stolen Bond.

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

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

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

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

Section 3.10 Holder As Owner of Bond.

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

Section 3.11 Cancellation of the Bond.

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

Section 3.12 Payments Due Saturdays, Sundays and Holidays.

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

Section 3.13 Tax Exemption in South Carolina.

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

Section 3.14 Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond.

For the payment of principal of and interest on any Bond as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, and taxing power of the County are hereby irrevocably pledged, and there shall be levied an ad valorem tax upon all taxable property

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located within the County sufficient to pay the principal of and interest on such Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.15 Notice to Auditor and Treasurer.

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

Section 3.16 Form of Bonds.

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

* * *

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ARTICLE IV

REDEMPTION OF BOND

Section 4.01 Redemption of Bond.

No Bond shall not be subject to redemption prior to maturity.

* * *

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ARTICLE V

SALE OF BOND

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

Each series of Bonds shall be sold at public sale at a price of not less than par. Bids for such Bonds shall be received at such time on a date or dates to be selected by the County Administrator. The sale of any series of Bonds shall be advertised for sale in THE BOND BUYER, a financial journal published in the City of New York, or in THE STATE, by means of Notice of Sale and which shall appear at least once, not less than seven (7) days before the date set for said sale. The form of the Notice of Sale shall be substantially as set forth in Exhibit C attached hereto, together with such amendments thereto as deemed advisable by the Chairman of Council not inconsistent with this Ordinance, and the conditions of sale of each series of Bonds shall be as set forth in the Notice of Sale as shall be published prior to the sale of such Bonds; provided, however, that a summary notice of sale may be published in THE BOND BUYER or in THE STATE.

Section 5.02 Award of Bond

Unless all bids are rejected, the award of any series of Bonds shall be made by the County Administrator following the receipt of bids as provided in this Ordinance.

Section 5.03 Private Sale.

In the event any series of Bonds issued hereunder shall be in a principal amount of not more than $1,500,000 and mature not later than ten (10) years from the date of issuance thereof, the County Administrator may elect, pursuant to Section 11-27-40(4) of the S.C. Code, to sell such series of Bonds at a private sale and to publish Notice of Private, if not less than seven days prior to delivery of any such series of bond, notice of intention to sell such series of bonds at private sale shall be given by publication in a newspaper of general circulation in the County.

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ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of any series of Bonds shall be expended and made use of by the County as follows:

(a) the amounts determined by the County Administrator, upon advice of the County's Finance Director, to be sufficient, including investment earnings thereon, to allow the County to pay the October 2025 Payment on October 1, 2025, and, at the option of the County Administrator, the April 2026 Payment on April 1, 2026, taking into account all other amounts credited against payments of Base Payments, shall be paid to and held by the County Treasurer of Florence County and applied to payment of the Base Payment when due;

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

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

Provided, that neither the purchaser nor any Holder of any of the Bonds shall be liable for the proper application of the proceeds thereof.

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ARTICLE VII

DEFEASANCE OF BONDS

Section 7.01 Discharge of Ordinance - Where and How the Bonds are Deemed to Have Been Paid and Defeased.

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

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

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

(3) If the County shall elect to provide for the payment of such Bond prior to the Bond Payment Date and shall have deposited with the Fiduciary, in an irrevocable trust, moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Fiduciary at the same time, shall be sufficient to pay when due the Bond Payment.

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

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ARTICLE VIII

FEDERAL TAX CONSIDERATIONS

Section 8.01 Election to Issue Bonds as Taxable.

If he determines such to be in the best interests of the County, the County Administrator may elect to sell any series of Bonds to the purchaser thereof as an obligation the interest on which is included in the gross income of the Holder for purposes of federal income taxation (in such case, a "Taxable Bond") as opposed to an obligation the interest on which is not included in the gross income of the Holder for purposes of federal income taxation (in such case, a "Tax-Exempt Bond").

Section 8.02 Covenants Applicable to a Tax-Exempt Bonds.

In the event any series of Bonds is issued as a Tax-Exempt Bond, the following covenants shall apply:

The County will comply with all requirements of the Code in order to preserve the tax-exempt status of such Bond, including without limitation, the requirement to file the information report 8038-G with the Internal Revenue Service. In this connection, the County covenants to execute any and all agreements, certificates and other documentation as it may be advised by Bond Counsel will enable it to comply with this Section, and such agreements, certificates and other documentation may be executed by an Authorized Officer and by the County Administrator or either of them.

The County hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on such Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of such Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided or refinanced by the net proceeds of such Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

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

(c) The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility refinanced with the proceeds of such Bond that do not conform to the guidelines set forth in Revenue Procedure 2017-13, as may be subsequently modified by applicable pronouncements of the United States Treasury Department.

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

(e) Such Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County has not entered into any leases or sales or service contract with any federal government

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agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bond.

Section 8.03 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that, in the event a series of Bonds is issued as a Tax-Exempt Bond, all of the money received from the proceeds of such Bond will be expended within the limitations imposed by Section 148 of the Code and the Treasury regulations promulgated pursuant thereto. Accordingly, the Council will be able to certify upon reasonable grounds that such Bonds herein provided for are not "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 8.04 Qualified Tax-Exempt Obligations.

In the event a series of Bonds authorized herein is issued as Tax-Exempt Bonds and the County and all entities subordinate thereto will not issue tax-exempt obligations in the principal amount exceeding $10,000,000 in the calendar year in which such series of Tax-Exempt Bonds will be issued, the County Administrator is hereby authorized to designate such series of the Bonds a "qualified tax exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code.

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ARTICLE IX

MISCELLANEOUS

Section 9.01 Severability of Invalid Provisions.

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

Section 9.02 Ordinance to Constitute Contract.

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

Section 9.03 Continuing Disclosure.

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

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

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

The only remedy for failure by the County to comply with the covenant in this Section 9.03 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.

Section 9.04 Filing of Copies of Ordinance.

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

Section 9.05 Further Action by Officers of County.

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof. In the absence of any officer of the Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

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Section 9.06 Effective Date of Ordinance.

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

ATTEST:

_____
Hope Jones, Clerk to County Council

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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EXHIBIT A

NOTICE OF ADOPTION OF AN ORDINANCE ENTITLED "AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING FOUR MILLION NINE HUNDRED FIFTY THOUSAND DOLLAR ($4,950,000) 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."

Notice is hereby given that by Ordinance effective _____, 2025, Florence County Council, the governing body of Florence County, South Carolina, adopted an ordinance providing for the issuance of a not exceeding Four Million Nine Hundred Fifty Thousand Dollar ($4,950,000) General Obligation Bond, Series 2025 (the "Bond"). The Bond will be a general obligation of Florence County, secured by the full faith, credit and taxing power thereof, payable by way of an ad valorem tax on all taxable property within the County.

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

By order of Florence County Council, South Carolina.

Chairman, Florence County Council,
South Carolina

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EXHIBIT B

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
GENERAL OBLIGATION BOND, SERIES 20___

No. 1

Interest Rate	**Maturity Date**	**Original Issue Date**
_____%	**March 1, 20___**	**_____, 20___**

Registered Holder:

Principal Amount: _____ DOLLARS ($_____)

FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above.

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

The principal and interest on this Bond shall be due and payable on March 1, 20__ (the "Bond Payment Date") and shall be payable (upon presentation of this Bond at the office of the County Treasurer of the County) (by check, draft of wire transfer as directed by the Holder hereof). This Bond shall bear interest at the rate of _____ per centum (____%) per annum calculated on the basis of a 360-day year consisting of twelve 30 day months, from _____, 20___. The Bond Payment is payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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

This Bond is payable from a tax levied on all taxable property within the County. For the prompt payment of the Bond Payments as the same shall become due, the full faith, credit, and taxing power of the County are irrevocably pledged.

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

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

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

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

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

FLORENCE COUNTY, SOUTH CAROLINA

(Seal)

_____
Chairman, Florence County Council,
South Carolina

ATTEST:

_____
Clerk to Florence County Council,
South Carolina

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CERTIFICATE OF AUTHENTICATION

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

Clerk to Council, as Registrar

By: _____

Date of Authentication: _____, 20___

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

TEN COM - as tenants in common	UNIF GIFT MIN ACT -
TEN ENT - as tenants by the entireties	Custodian _____ (Cust) (Minor)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act _____ (state)

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

_____	_____
Signature Guaranteed	(Authorized Officer)
_____	_____
(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (STAMP)	Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

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EXHIBIT C

OFFICIAL NOTICE OF SALE

$_____
GENERAL OBLIGATION BOND, SERIES 20___,
OF FLORENCE COUNTY, SOUTH CAROLINA

Time and Place of Sale: **NOTICE IS HEREBY GIVEN** that sealed proposals, addressed to the undersigned, will be received by Florence County Council, the governing body of Florence County, South Carolina (the "County"), until 1:00 p.m. (local time) on

_____, _____, 20___

at which time said proposals will be publicly opened in the **Office of the County Administrator, Florence County Complex, 180 North Irby Street, Florence, South Carolina 29501,** for the purchase of **$4,950,000 GENERAL OBLIGATION BOND, SERIES 20___, OF FLORENCE COUNTY, SOUTH CAROLINA** (the "Bond").

Details of the Bond: The Bond will be dated as of the date of delivery, which is expected to be on _____, 20___, and will bear interest from the date thereof, payable in a single installment of principal and interest on March 1, 20___. Both principal and interest will be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts, at the Corporate Trust Office of the Registrar and Paying Agent of the Bonds.

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

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

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

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

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

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

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

Security: The Bond shall constitute a binding general obligation of the County and the full faith, credit, resources and taxing power of the County are irrevocably pledged for the payment of the Bond. There shall be levied and collected annually a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bond as it matures and to create such sinking fund as may be necessary therefor.

Purpose: The Bond is issued for the purpose of providing funds with which to pay [a portion of] the net Base Payment due in [calendar/fiscal] year 20___ under (a) the Public Facilities Purchase and Occupancy Agreement, dated as of June 1, 2015, between the County and the Florence County Public Facilities Corporation (the "Corporation"), (b) the First Amendment to Public Facilities Purchase and Occupancy Agreement, dated as of April 1, 2021, between the County and the Corporation, and (c) the Public Facilities Purchase and Occupancy Agreement, dated as of December 1, 2017, between the County and the Corporation, as well as costs of issuance of such bond.

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

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

Delivery: The Bonds will be delivered at the expense of the County on or about _____, 20___, against payment in federal or other immediately available funds.

Continuing Disclosure: In accordance with Section 11-1-85 of the Code of Laws of South Carolina, 1976, as amended, the County has covenanted in the Bond Ordinance authorizing the issuance of the Bonds to file with a central repository for availability in the secondary bond market when requested an annual independent audit, within thirty (30) days of the County's receipt of the audit; and event-specific

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information within thirty (30) days of an event adversely affecting more than five percent (5%) of the County's revenue or tax base. The only remedy for failure by the County to comply with this covenant shall be an action for specific performance. Moreover, the County has specifically reserved the right to amend the covenant to reflect any change in Section 11-1-85 without the consent of any bondholder.

Additional Information: Persons seeking information should communicate with Ashley Davison, County Finance Director, Florence County, 180 North Irby Street, Florence, South Carolina 29501 (telephone (843) 665-3013); Benjamin T. Zeigler, Esquire, Haynsworth Sinkler Boyd, P.A., 135 South Dargan Street, Florence, South Carolina 29506 (telephone (843) 669-6002); or Amy Vitner, First Tryon Advisors, 6101 Carnegie Boulevard, Suite 210, Charlotte, NC 28209 (telephone (704) 926-2457).

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

County Administrator
Florence County, South Carolina

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STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council on June 19, 2025. The Ordinance was read at three public meetings of the County Council on three separate days, April 17, 2025, May 15, 2025, and June 19, 2025. An interval of at least seven days occurred between each reading of the Ordinance. At each such meeting, a quorum of the County Council was present and remained present throughout the meeting.

The meetings held on April 17, 2025, May 15, 2025, and June 19, 2025, were each a regular meeting of the County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the "Freedom of Information Act").

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

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

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the County, this ___ day of June, 2025.

(Seal)

_____

Clerk, Florence County Council

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FLORENCE COUNTY COUNCIL MEETING

APRIL 17, 2025

AGENDA ITEM: Ordinance No. 75-2024/25 Introduction *By Title Only*

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

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

ATTACHMENTS:

Copy of proposed Ordinance No. 75-2024/25 Introduction.

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Sponsor(s)	: Economic Development	
Introduction	: April 17, 2025	I, _____
Committee Referral	: N/A	Council Clerk, certify that the
Committee Consideration Date	: N/A	ad for a Public Hearing on this
Committee Recommendation	: N/A	Ordinance ran on: _____.
Second Reading	:	
Public Hearing	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 75-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND PROJECT HUCKLEBERRY PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES, AND OTHER MATTERS RELATED THERETO].

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 17, 2025

AGENDA ITEM: Ordinance No. 01-2025/26 – Introduction

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2025 And Ending June 30, 2026; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 01-2025/26 is the budget ordinance for next fiscal year.
2. Growth in the value of one mill of property taxes is estimated to generate an additional $4,500,000 in revenue in the FY2025/26 compared to the prior year.
3. The additional revenue from this increase property tax revenue as a result of this growth in the value of one mill, the increase in the Local Government Fund, and the increase in interest revenue will assist in the funding of many needed items, the largest of which are the 19% health insurance increase that became effective on April 1, 2025 ($1,200,000), **as well as a 3% cost of living increase for all County employees ($1,600,000).**
4. The General Fund budget also includes the funding for a few needed positions in the Recreation Department, given the growth in the county that has impacted this department.
5. The General Fund budget also includes a **4 mill increase** allocated to public safety. The estimated $2,400,000 increase from this revenue will fund 10 new positions in the Sheriff's Office (including 4 patrol deputies), 4 new positions in Central Dispatch, a 7% pay increase for paramedics, and 2 new Assistant Solicitor positions to handle the ever-increasing case load.
6. Also included, at the request of the Florence-Darlington Tech board and President, is a **1 mill increase**, which is the most that Act 388 would allow.

OPTIONS:

1. ***(Recommended)*** Approve Introduction of Ordinance No. 01-2025/26.
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 01-2025/26.

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Sponsor(s)	: County Council	
Introduction	: April 17, 2025	I, _____,
Committee Referral	: N/A	Council Clerk, certify that the
Committee Consideration Date	: N/A	ad for a Public Hearing on this
Committee Recommendation	: N/A	Ordinance ran on: _____.
Public Hearing	: May 15, 2025	
Second Reading	: May 15, 2025	
Third Reading	: June 19, 2025	
Effective Date	: July 1, 2025	

ORDINANCE NO. 01-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2025 And Ending June 30, 2026; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and

2. Pursuant to state statutes, total funds appropriated in fiscal year 2025-2026 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2025-2026.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2025-2026 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

b. Levy Process: In all cases, all property shall be taxed unless otherwise exempt from taxation pursuant to the South Carolina Code of Laws, 1976, as amended. The taxes are due and payable and shall be collected in the manner as provided for collection of taxes in the South Carolina Code of Laws, 1976, as amended, and in accordance with procedures established in County enacting ordinances.

(1) Motor Vehicle Taxes: Taxes levied on motor vehicles shall be collected pursuant to the schedules and procedures as established by State Statute and nothing herein shall be deemed to extend or defer the time of payment for such motor vehicle taxes.

(2) Motor Vehicle Owner Responsibility for Taxes: No motor vehicle registered in the State of South Carolina and property of a person, a resident of the County, shall be operated on the streets and public ways of the County unless all the motor vehicle taxes and fees duly assessed against such

vehicle shall have first been paid. In the event that any person violates the provisions of this Section, he shall be guilty of a misdemeanor and subject to the penalties prescribed in Title 46, 1976 South Carolina Code of Laws, as amended. Nothing in this section shall preclude the collection of taxes and fees upon such motor vehicle after the prosecution of the offender for failure to pay such tax.

c. Appropriation Management:

(1) Reallocation: Unless otherwise restricted by State law or specific limitation of accounting standards, all of the appropriations hereinafter and those in the budgetary detail incorporated herein by reference are subject to adjustment and reallocation by County Council by voice motion or resolution. Any amount appropriated in this Ordinance may be discontinued at any time by appropriate action of a majority of the County Council. Expenditures from the General Fund contingency are generally done by resolution or voice motion.

(2) Duplication: If any of the items, or portions thereof, for which funds are herein appropriated is taken over by the State or Federal government and appropriations therefrom be made by either or paid by either directly to a County Office, or if the same shall become available in any manner, then the amounts for said Office herein appropriated shall be reduced in the amount of said appropriation, direct payment, or other available funds or support, unless otherwise restricted by law.

(3) Direct Assistance: All agencies receiving direct assistance payments from the County shall be funded quarterly in arrears no more than twenty-five (25%) percent of their direct assistance line item or on an alternate schedule at the discretion of the County Administrator in the case of emergencies. The quarterly allotments shall be paid around the 15th of the month following the end of each quarter. The final 4th quarter funding may be withheld by the Finance Director pending the reconciliation of outstanding obligations between the County and the Agency receiving funding or in the case of grant irregularities**.** Agencies, boards, and commissions, which are partially funded by Florence County Government, must provide annual audited financial statements to include a copy of the management letter and a copy of the A-133 Single Audit report, if applicable. State funded agencies must provide an annual report or a summary of local office-specific funding. Quarterly funding may be withheld pending the County's receipt of an agency's annual audited financial statements.

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e, which shall be reflected on tax bills:

	FY25	FY26
Florence County	83.5	87.5
Debt Service	9.2	9.2

Additionally, the following mill levies for the operation of the special purpose fire district and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY25 debt service millage is shown for informational purposes and may be subject to adjustment by the County Auditor.)

	Operating Mills FY25	**Debt Mills FY25**	**Total FY25**	**Operating Mills FY26**	**Estimated Debt Mills FY26**	**Total FY26**
Florence Fire District	**17.9**	**2.9**	**20.8**	**17.9**	**2.9**	**20.8**
Florence-Darlington Technical College	**4.6**	**0.0**	**4.6**	**5.6**	**0.0**	**5.6**

Any millage adopted by this ordinance can be lowered by resolution of County Council prior to issuance of the tax notices.

Any fire district debt service millage will remain in effect for the entire fire district in which it was levied until the associated debt has been completely paid, regardless if a portion of the fire district is annexed by a municipality.

e. Funds: The following funds are hereby established for the purposes set forth with appropriations/budgeted amounts where applicable. Other funds may be delineated elsewhere:

Fund	Fund Name	Appropriation
10	County General Fund	$98,350,000
37	Fire and First Responder Fund*	$ 9,276,643
38	Unified Fire District Emergency Fund*	$ 4,200,000
45	Debt Service Fund*	$ 6,615,775
49	Fire and First Responder Debt Service Fund*	$ 904,593
111	Economic Development Capital Project Fund*	$ 5,982,499
112	Economic Development Partnership Fund*	$ 1,114,151
121	65% State Accommodations Tax (2%) Fund*	$ 185,000
122	30% State Accommodations Tax (2%) Fund*	$ 85,000
123	Local Accommodations Tax (3%) Fund*	$ 3,400,102
124	Local Hospitality Tax Fund*	$ 3,486,712
131	District Utility Allocation Fund*	$ 131,165
132	District Infrastructure Allocation Fund*	$ 2,818,121
133	District Rocking and Paving Fund*	$ 2,372,686
146	Sex Offender Registry Fund*	$ 53,350
151	Law Library Fund*	$ 28,366
153	Road Maintenance Fund*	$ 5,319,582
154	Victim/Witness Fund*	$ 273,542
155	Solicitor Check Law Fund*	$ 4,000
421	Solid Waste Management Fund*	$ 7,416,579
431	E-911 System Fund*	$ 1,030,115

* At the close of the fiscal year, any unexpended budgeted monies within these funds and within all capital project funds shall be carried forward with their respective fund balance for the continued established use of that fund subject to appropriations, unless specifically authorized otherwise by ordinance or directed by State law.

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2025 through June 30, 2026. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of $6,615,775 for Debt Service provided by this Ordinance.

g. Major Funds Determination: In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34 and other appropriate regulations requiring Government-wide Financial Statements, major funds will be determined annually at the end of the fiscal year during the audit process.

h. Grants Management:

(1) Grant Fund Balances: Notwithstanding any other provisions of this ordinance, all unexpended balances from previous appropriations of state and federal grant funds, any State Accommodations Tax Funds not committed to the County General Fund, and capital improvement or special project appropriations outstanding as of June 30th in the calendar year in which this budget ordinance is effective, shall be carried forward into the subsequent fiscal year budget appropriations. All grants are to be budgeted and accounted for in a special revenue fund, and authorized local match transfers will be completed by the County Finance Director based on County Council's acceptance of the grant.

(2) County Acceptance: The expenditure of funds for grant programs included in this budget shall not be authorized unless evidence that the respective grants have been approved by the grantor agency is provided to the County Administrator, who is authorized to accept grants. The County Administrator may require that the grant be accepted and funded by proper action of County Council. In all cases, total program expenditures shall be limited to the lesser of the total grant award(s), or the amount(s) designated in the current budget appropriations, as amended, or as approved by County Council. The County Finance Director must be listed as a contact on all grant applications and awards; all correspondence must be copied to the County Grants Manager.

(3) Budgeting: Grant funds requiring matching County funds not budgeted shall be authorized by County Council approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be approved by the County Administrator or County Council, and the budget amended accordingly. The Finance Director is authorized to create the necessary general ledger accounts; the opening of bank accounts, when necessary, shall be executed by the County Treasurer in coordination with the Finance Director. When grant award payments are received, the Treasurer's Office or County Offices shall provide the Grants Manager with copies of all checks received for the reimbursement of grant expenditures and any other related documentation determined by the Finance Director as necessary to ensure audit compliance. All grant revenues shall be credited to the appropriate revenue line item as established by the Finance Director. Grant revenues will not be applied directly to expenditure line items. All grant disbursements shall be authorized only through the Finance Office unless State or Federal law specifically provides otherwise and the County is exempt from financial reporting on those funds at both the State and Federal levels.

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. County offices that do not comply with this ordinance and any other published administrative procedures necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

a. Compliant Fund Balance Policy: Florence County Council utilizes a compliant fund balance methodology based on the cash-flow needs of the County to maintain sufficient reserves in order to maintain County operations**.** End of year fund balance estimations and associated cash flow projections for all cash-discrete funds are developed annually in the budget process to maintain a minimum of annualized appropriations in operational funds to ensure routine operations remain uninterrupted and in sinking funds (debt service fund) balances as required to timely service all scheduled debt.

Should any individual fund balance fall below the required minimum balance, inter-fund cash transfers are hereby authorized, provided that the allocation of interest is accounted for appropriately no less than once per fiscal year.

b. Tax Anticipation Note Authority: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or following fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Florence County for the repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such terms, and in such sums as may be negotiated between the County and the lender.

SECTION 3. BUDGET YEAR END

a. Purchase Authority Cutoff: The budget year shall expire on June 30 of this fiscal year. No monies shall be disbursed pursuant to this Ordinance unless such funds have been obligated (i.e. an order has been placed or a contract signed for the delivery of goods or services in accordance with County procurement procedures) prior to the close of the fiscal year, which is June 30. The County Administrator will take action to preclude all purchase order activity except business required for expedient operations and emergencies after June 15 of the fiscal year; no capital purchases other than emergencies will be initiated after May 31 of the fiscal year without the express written approval of the County Administrator. In addition, all items must be received and invoiced June 30th or earlier, or the items will be deducted from the originating office's subsequent fiscal year budget, except in the case of emergency procurement items, the procurement of which has been approved in advance by the County Administrator.

b. Purchase Order Liquidation: All offices are responsible for providing documentation regarding outstanding obligations for this fiscal year to the Finance Department on or before June 15th to facilitate the proper accrual of outstanding obligations of the County or the obligation(s) may be deducted from the office's budget for the subsequent fiscal year.

c. No Roll-Forward: Budget line item balances shall under no circumstances roll forward at the end of this fiscal year into the next fiscal year's budget, except for bond funds and grants crossing the fiscal year or as otherwise specified or appropriated within this budget ordinance**.**

SECTION 4. NATURE OF REVENUES, EXPENDITURES, AND CHART OF ACCOUNTS

a. Transfers Prohibited: Unbudgeted transfers are prohibited except as approved herein and in accordance with generally accepted accounting principles.

b. Overspending: Any office which overspends its straight-line spending levels for two consecutive months shall be reviewed by the County Administrator, who may freeze position vacancies, capital

expenditures, and funds transfers, and remove sufficient personnel from the County payroll to offset fully the impending budget overrun prior to the close of the fiscal year. The County Administrator is authorized to transfer County Government functions and allocated appropriations among the various County divisions and offices in order to combine compatible employee positions and functions, eliminate duplicate work, gain performance efficiencies, or reduce overall operating costs of the County Government.

c. Intra-departmental Transfers by Finance Department: In order to process claims for payment submitted to the Finance Department, the Finance Director, or his designee, is hereby authorized to make intra-departmental transfers between line items in any department's budget in order to ensure that no line item is over-spent by the processing of these claims.

SECTION 5. FIXED ASSETS

a. Reporting: The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful life of the asset are not capitalized. The threshold for determining if an item is considered to be a fixed or capital asset is the value or the purchase price (whichever is higher) of $5,000 or greater and the item must have a useful life of more than one year. Appropriate depreciation schedules are maintained on the straight-line basis over the estimated useful life of each asset in accordance with Generally Accepted Accounting Principles (GAAP). The estimated useful life is determined by guidelines developed by the State of South Carolina Office of Comptroller General, and in some cases, applicable Federal IRS regulations and/or Governmental Accounting Standards Board (GASB) Statement No. 34 implementation guidelines.

b. Inventory Control: Each Office is responsible for verification of all of its items required to be listed in the Fixed Asset System maintained by County Finance and for providing documentation of the annual inventory review to Finance on or before the third week in June annually. Finance will distribute forms for the inventory verification process and will provide current inventory listings to County Offices for verification of inventory on hand by May 30th annually.

c. Insurance Proceeds: In order to comply with GASB42 regulations, all insurance payments will be processed by the County Finance Office.

d. Leases and Rents: In order to comply with GASB87 regulations, all new or renewed leases and rental agreements are required to be sent to the County Finance Office for tracking and disclosure.

e. Subscription-Based Information Technology Agreements (SBITA's): In order to comply with GASB96 regulations, all new or renewed SBITA's are required to be sent to the County Finance Office for tracking and disclosure.

SECTION 6. RECEIPT, MANAGEMENT, AND REPORTING OF CASH:

a. Timely Deposit: All service charges, fees, fines, reimbursements, grant funds, etc. received by County Offices shall be deposited with the County Treasurer or directly to the bank that serves as checking depository as soon as possible after collection. All County Offices that collect funds on a daily basis shall reconcile receipts to funds received and submit funds to the Treasurer's Office by the following business day in the format as prescribed by the County Treasurer. Offices collecting less than $200 on any single day may delay one business day. This policy does not apply where State law specifically provides authority for other actions to a specific official.

b. Bank Reconciliation: The Treasurer is responsible for reconciling bank accounts maintained in the Treasurer's Office in order to properly record revenues to the books of the County in accordance with the County's chart of accounts and properly allocating interest and all other funds to various funds and bank accounts as required by SC Law.

c. Cash Accounting: The County Treasurer's Office is responsible for annual external audit reporting of revenues to the State Comptroller's Office and for providing the Finance Office and External Auditors with sufficient data to convert revenues from the cash basis of accounting to the modified accrual basis of accounting in order to ensure legal and annual audit compliance with Governmental Accounting Standards Board (GASB) regulations, in particular GASB Statement No. 34 which requires revenue reporting on the modified accrual basis of accounting during the fiscal year and year-end conversion to accrual basis to produce Government-Wide Financial Statements.

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

Boards, Commissions, Agencies, and Institutions: All boards, commissions, agencies, and institutions receiving County funds shall make a full detailed annual fiscal report to the County Council at the end of the fiscal year. Agencies receiving less than $5,000 annually in direct assistance from the County may submit internally prepared financial statements in lieu of an audited statement. The County governing body, the County Administrator, or the Finance Office may require reports, estimates, and statistics from any County office as may be necessary in the preparation of annual budgets or supplemental appropriations. Prior year audits are required for acceptance of annual budget requests.

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

a. Solicitor and Public Defender Funding Supplement Commitments: Salary supplements are included for various employees in the Solicitor's and Public Defender's departments' budgets. Disbursement of these supplements is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these supplements, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the supplements shall be removed from the payroll system of Florence County and the salaries reduced accordingly.

b. FY26 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of $100 per employee, to be paid between the first and second pay dates in December 2025, if authorized by County Council by motion. All full-time, regular part-time, and all PRN employees who are in pay status during the first pay period in December are eligible to receive this bonus. Note: "Pay status" means a current full-time or part-time employee in the payroll system and has received the first bi-weekly direct deposit or paper check in December.

c. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be $40.00 for a twenty-four hour period and will be $25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official,

required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or which are a violation of the State Ethics Laws and regulations.

d. Credit Cards and Accounts: Credit cards which obligate Florence County directly are not permitted unless specifically authorized by written resolution of County Council. Requests for establishing credit accounts in the name of the County must be forwarded to the County Finance Office which is responsible for establishing credit accounts with vendors upon written approval by the County Administrator or the Finance Director**.** The County Finance Department is also responsible for the control and monitoring of all credit accounts in the County's name, verification of goods received and reconciling of such credit purchases to invoices received**.** Accounts not established in accordance with this ordinance are the sole responsibility of the initiating person, and the County shall not be liable or obligated to make payment on behalf of the initiator or the person using the account.

e. Tuition Assistance Program: An amount of $15,000 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. All expenditures under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 100% of $825 or less of the costs noted above for a grade of "A", 75% of $825 or less for a grade of "B", 50% of $825 or less for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition up to $825. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

f. Retirees' Health Insurance Assistance: All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time employment after June 30, 2011, the baseline financial assistance is as follows: 20 years of continuous

full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

g. Blood Borne Pathogens Standards: Emergency Medical Services, Sheriff's Office, and Detention Center are to provide a copy of the department's current Infection Control Plan to the Human Resources Director annually to demonstrate conformance with Federal and other guidelines.

h. Victim/Witness Fund: The Solicitor agrees to sign a Memorandum of Understanding with the County stating that he will reimburse Florence County for any payments made from his portion of the Victim/Witness Fund that the State of South Carolina may find to be ineligible expenditures of Victim/Witness funds.

i. Beginning of Fiscal Year Payroll Changes: Payroll changes made as a result of the FY2025/26 budget will become effective on the first day of the first full payroll period of the fiscal year.

j. Tax Assessor Department Tier Pay Structure: The County Administrator is authorized to continue restructuring the pay structure for qualified employees in the Tax Assessor Department.

k. Workers' Compensation Benefit: Upon adoption of the budget ordinance, all General Fund budgeted workers compensation amounts included in line 0112 in various departmental/divisional budgets will be transferred to Division 010-411-489-300 – Employee Non-Departmental. As workers compensation claims are incurred, twenty percent (20%) of each claim will be paid from the respective department/division, up to a maximum total per claim of $5,000. In addition, with the exception of 24/7 shift workers, while an employee is on workers compensation leave, the budgeted salary or wages for this employee during the workers compensation leave period will be transferred from the respective department/division salary and wage budget line (account 0100) to the Employee Non-Departmental Division.

l. Solicitor and Public Defender Funding of Certain Positions: The Solicitor and Public Defender are hereby authorized, upon approval by the County Administrator and in accordance with the County's compensation and classification plan, to add positions to the payroll system of Florence County, to be funded with non-County funds. Disbursement for these positions is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these positions, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the positions shall be removed from the payroll system of Florence County.

m. Amendments to Compensation and Classification Plan: Effective July 1, 2017, the Compensation and Classification Plan is hereby amended to increase the annual pay for current employees and the minimum annual pay of each grade for future employees in the following departments and in the following amounts: Public Works and Environmental Services Departments: $4,000 per employee; and EMS Department: 15% for employees with paramedic certification, 10% for employees with advanced EMT certification, and 5% for employees with EMT certification. At its regular meeting on September 22, 2016, County Council approved increasing the annual pay for current employees and the minimum annual pay of each grade for future employees for the Central Dispatch Department by $4,000.

Effective July 1, 2021, a 3% cost of living adjustment is included for all current employees and the Compensation and Classification Plan is hereby amended to increase annual pay for current employees and the minimum annual pay of each grade for future employees in the EMS Department: 5% for employees with paramedic certification, 5% for employees with advanced EMT certification and 5% for basic EMTs.

Effective July 1, 2022, a $3,000 cost of living adjustment is included for all full time current employees and a $2,250 cost of living adjustment is included for all part time current employees working 28 or more hours per week. Also effective July 1, 2022, an additional $2,000 pay adjustment is included for all full time sworn officers in the Florence County Sheriff's Office bringing the total adjustment for these employees to $5,000. As stated, the Compensation and Classification Plan is hereby amended to increase annual pay for current employees and the minimum annual pay of each grade for future employees.

Effective July 1, 2023, a $3,000 cost of living adjustment is included for all full time current employees, a $1.44 per hour cost of living adjustment is included for all part time current employees. Also, effective July 1, 2023, an additional $2,000 pay adjustment is included for all full time sworn officers in the Florence County Sheriff's Office bringing the total adjustment for these employees to $5,000. Also, effective July 1, 2023, an additional $3,500 pay adjustment is included for 21 full time basic EMT positions, an additional $500 pay adjustment for 49 full-time paramedic positions, and an additional $500 pay adjustment for 2 full-time advanced EMT positions. As stated, the Compensation and Classification Plan is hereby amended to increase annual pay for current employees and the minimum annual pay of each grade for future employees.

Effective July 1, 2024, a 5% cost of living adjustment is included for all current employees and the Compensation and Classification Plan is hereby amended to increase annual pay for current employees.

Effective July 1, 2025, a 3% cost of living adjustment is included for all current employees and the Compensation and Classification Plan is hereby amended to increase annual pay for current employees.

SECTION 9. INDEPENDENT AUDIT

An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or firm of public accountants with no personal interest, direct or indirect in the fiscal affairs of the County government of Florence County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm. Unless included in the annual County audit, an annual audit of each county agency, board, bureau, or commission of Florence County, funded in whole or in part by County funds, shall be made. Copies of the annual County audit shall be filed in the office of the Clerk of Court for Florence County and provided for the Florence County Administrator.

The County Administrator is hereby authorized to continue work with the County's existing software programming vendor, Strawn Services, for the purpose of providing automation efficiencies at the departmental level to the extent budgeted funds are available.

SECTION 10. FEES AND CHARGES

a. Disposition of Collections: All taxes, fees, charges, and assessments not otherwise allocated specifically by this ordinance with the supporting detail incorporated herein by reference or by law

shall be deposited in the Florence County General Fund with other general fund revenues. All such taxes, fees, charges, and assessments shall be appropriated and allocated by the Florence County Council in the same manner as other general revenues. No such taxes, fees, charges, or assessments shall be paid to or shall accrue to the personal benefit of any officer or employee of Florence County. Use of fees, fines, and charges to reimburse expenditure budget line items through deposit credits is prohibited.

b. Manned Convenience Centers: Commercial use and non-County residential use of the Florence County manned convenience centers (MCCs) is prohibited, subject to a fine of up to $500 per incident plus court costs, which is hereby established. Law enforcement officers with appropriate jurisdiction and Florence County environmental services officers are hereby authorized to write tickets and the Florence County Magistrate's Office is hereby authorized to try the cases. The County Administrator is hereby authorized to amend the manned convenience center contract with Waste Management to reduce hours of operation in accordance with appropriations.

c. Outstanding EMS Bills: Outstanding EMS bills totaling $164,864 posted from the period of May 2020 through April 2022 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

d. Cabin Rental Fees: Effective July 1, 2016, the fees to rent a cabin at Lynches River County Park are $60 per night for Sunday through Thursday nights and $70 per night for Friday and Saturday nights.

e. EMS Vehicle Fee: Effective January 1, 2017 There Is Hereby Added A $10 Fee On All Vehicles In The County To Fund EMS And Rescue Squad Services.

f. Unified Fire District Vehicle Fee: Effective January 1, 2017 There Is Hereby Added A $23 Fee On All Vehicles In The Unified Fire District To Fund Fire Service In The Unified Fire District.

g. EMS Vehicle Fee: Effective with the vehicle tax notices mailed after July 1, 2017, the EMS Vehicle Fee is hereby increased to $15 on all vehicles in the County to fund EMS and Rescue Squad services. Effective with the vehicle tax notices mailed after July 1, 2020, the EMS Vehicle Fee is hereby increased by $2.50 to $17.50 on all vehicles in the County to fund EMS and Rescue Squad Services. Effective with the vehicle tax notices mailed after July 1, 2021, the EMS Vehicle Fee is hereby increased by $2.00 to $19.50 on all vehicles in the County to fund EMS and Rescue Squad Services.

h. Solid Waste Household Usage Fee: Effective July 1, 2017, the Solid Waste Household Fee is replaced by a Solid Waste Household Usage Fee of $74.50, to be charged on all residential units in the unincorporated areas of Florence County. Effective with tax notices mailed after July 1, 2021, the Solid Waste Household Usage Fee is hereby increased by $11.75 to $86.25 on all residential units in the unincorporated areas of Florence County. Effective with tax notices mailed after July 1, 2023, the Solid Waste Household Usage Fee is hereby increased by $9.75 to $96.00 on all residential units in the unincorporated areas of Florence County.

i. Solid Waste Household Availability Fee: Effective July 1, 2019, there is hereby established a Solid Waste Household Availability Fee of $41.75, to be charged on all residential units in Florence County. Effective with tax notices mailed after July 1, 2021, the Solid Waste Household Availability Fee is hereby increased by $6.50 to $48.25 on all residential units in Florence County. Effective with tax notices mailed after July 1, 2023, the Solid Waste Household Availability Fee is hereby increased by $5.75 to $54.00 on all residential units in Florence County.

j. EMS Charges for Transport Service: Effective July 1, 2018, the charges for Emergency Medical Services that involve the transport of a patient are hereby set at 150% of the Medicare and Medicaid allowable rates.

k. EMS Charges for Treatment, No Transport Services: Effective July 1, 2018, the charge for Emergency Medical Services, that do not involve the transport of a patient, but do include the performance of ALS services, is hereby set at $150.

l. E911 Wireline Fee: Effective July 1, 2024, the E911 wireline fee is hereby set at $1.00 per line.

SECTION 11. DEBT COLLECTION

Setoff Debt: Florence County is hereby authorized to participate in the Setoff Debt Program through the South Carolina Association of Counties on an annual basis as approved by the Florence County Administrator, who is authorized to execute all documentation and direct all designations of personnel participating as necessary.

SECTION 12. CONTRACTING AND FUNDS OR OTHER COMMITMENTS

a. Contract Execution: The County Administrator or County Administrator's designee is the sole authority who can obligate the county and any county funds in any manner through signature of contracts, purchase orders, or other such agreements or documents as an authorized agent. Any purchase made or contract executed without appropriate authorization is hereby deemed to be a personal obligation of the party making the purchase or executing the contract and is not an obligation of Florence County.

b. Check Enforcement Unit: The County Administrator is authorized to execute annual agreements between Florence County and the 12th Circuit Solicitor's Office for the operation of the Solicitor's check enforcement unit.

c. Title IV-D Contracts: The County Administrator, Clerk of Court, and Sheriff are authorized to enter jointly into agreements with the South Carolina Department of Social Services for receipt of Title IV-D (Child Support Enforcement) Federal Funds.

d. School Resource Officer Contracts: The County Administrator is authorized to execute contracts at the request of the Florence County Sheriff with the various school districts in Florence County for School Resource Officers, provided that Florence County's share of the funding for each of the contracts does not exceed the amount available in the General Fund for the Florence County Sheriff's Office grant match/contract match line item. If the contracts for FY26 are not signed prior to June 30, 2025, or if County Council does not approve the Sheriff's portion of the contract's budget, the school districts will be required to provide 100% of the funding for these contracts. If the school districts are unwilling to provide 100% of this funding, then the positions funded by these contracts will be discontinued in FY26.

e. Lease Renewals: The County Administrator is authorized to execute renewals of any existing leases for real or personal property for the terms and conditions included in the various leases as the existing lease periods expire and the leases therefore come up for renewal and for which funds are available through appropriation in this year's budget.

f. SCDOC Agreements: The County Administrator is authorized to execute annual agreements between Florence County and the South Carolina Department of Corrections for the use of pre-release inmates by the Recreation Department. In addition, the County Administrator is authorized and required to execute any contracts between the Florence County Detention Center and the South Carolina Department of Corrections.

g. DSN Resolution: The Chairman of County Council is authorized to execute a resolution designating the Florence County Disabilities and Special Needs Board as an entity in Florence County to provide transportation to persons with disabilities.

h. Independent Contractor's Contracts Or Agreements For Various Services At The Florence County Detention Center: The County Administrator is authorized to execute independent contractor's contracts and/or agreements which are in the best interests of the citizens of Florence County for the provision of medical, mental health, psychological, polygraph, commissary, pharmacy, and clergy services at the Florence County Detention Center at the written recommendation of the Sheriff.

i. Planning and Building Inspection Agreements with Municipalities: The County Administrator is authorized to enter into agreements for the provision and enforcement of planning and building inspection services by the County for various municipalities within Florence County.

j. Council Allocation Expenditure: Should an expenditure of Council Infrastructure allocation balances and/or Council Utility Fund allocation balances result in an available balance being exhausted, any remaining project expenditures may be funded from available Council Road Maintenance allocation balances, in accordance with guidelines and any other legal restrictions.

k. De-obligation of previously approved Council Allocation expenditures: Any remaining balances from projects approved to be funded from council district allocations that were approved prior to July 1, 2023 are hereby de-obligated.

l. Municipal Loan Agreements: The County Administrator is authorized to enter into loan agreements with any Florence County municipality whereby such agreement permits any municipal inmate per diem balance outstanding for more than 30 days may be collected from Florence County Treasurer distributions to that municipality.

m. SCDJJ Agreements: The County Administrator is authorized to execute contracts between the Florence County Detention Center and the South Carolina Department of Juvenile Justice.

n. Florence School District One Agreements: The County Administrator is authorized to execute contracts between the Florence County Detention Center and Florence School District One for inmate adult education services at the Poynor/Adult Education Center.

o. Funding For Attorney Fees: Funds for attorney fees for County officials acting as primary plaintiffs and bringing suit against the County cannot be transferred to the appropriate budgetary line item or paid without prior approval by County Council.

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

A fixed Agricultural Assessment Extension Policy for private citizens is hereby authorized. Any private citizen may apply for agricultural assessment for no more than two tax years prior to the then current tax year. Businesses, including partnerships, corporations, etc., are not eligible to receive consideration under this fixed policy, but must continue to make applications to Council demonstrating to Council's satisfaction that the business had reasonable cause for not filing timely.

SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

a. The approval by resolution of County Council or authorization as provided in annual budget ordinances shall be required to permanently place any additional vehicles in the County fleet. Without such authorization, no vehicle shall be added to the fleet or to the County's insurance policies except where a currently insured vehicle is being removed from same. Vehicles removed from the fleet and the insurance policies must be declared surplus, through Council resolution, and disposed of in accordance with County procedures.

b. If the County Administrator deems it in the best financial interests of the County, the County Administrator is hereby authorized to approve the trade-in of certain County-owned surplus vehicles against the cost of replacing said vehicles, rather than holding surplus vehicles for auction, and to dispose of motorized equipment in accordance with policies approved by County Council.

c. The County Administrator is hereby authorized to allow departments to select alternate vehicles from those approved in the FY26 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

Pursuant to the requirements of South Carolina Law with regard to administration of State Accommodations Tax Funds (Fund 122), the Florence Convention and Visitors Bureau and the Lake City Chamber of Commerce are hereby designated as the tourism bodies in Florence County. These organizations shall be responsible for administering and reporting expenses for these State Accommodations Tax Funds (Fund 122) to County Finance. Total amount of funds shall be adjusted annually based on actual funds the County receives from the State related to the promotion of tourism. County Council reserves the right to designate alternate agencies by voice motion at its discretion.

SECTION 16. AMENDMENT(S) TO THE MULTI-COUNTY PARK AGREEMENT(S)

a. The County Council hereby authorizes an amendment to the multi-county park agreement dated January 11, 1990, as amended March 14, 1995, governing the Nan Ya Plastics property which is geographically located in Florence and Williamsburg Counties to provide that the allocation of internal funding in Florence County will be determined by ordinance of the Florence County Council. The County Administrator is hereby authorized and directed to execute the Amendment to Multi-County Park Agreement in the form presented to the County Council and attached hereto, together with such changes as are not materially adverse to Florence County, and to deliver the Amendment to Multi-County Park Agreement to Williamsburg County to effectuate the amendment described herein.

b. Consistent with the Florence County Council policy previously adopted and memorialized in Resolution No. 02-2020/21, for all multi-county county park agreements previously established pursuant to Article VIII, Section 13 of the South Carolina Constitution, effective for property tax year 2021, the County Council hereby amends the provisions of all prior ordinances establishing the allocation of revenues received from payments in lieu of taxes with respect to properties geographically located wholly or partially in Florence County as follows:

(1) After the payment of any park expenses and the application of any special source revenue bond payments or special source revenue credits, 10% of the remaining revenues subject to allocation by Florence County shall be allocated to the Florence County Economic Development Capital Project Fund. The remaining revenue shall be allocated as previously established in the applicable multi-county park agreement and ordinance.

SECTION 17. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 18. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect any 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:

_____
Hope M. Jones
Clerk to Council

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

SIGNED:

_____
C. William Schofield, Chairman
Florence County Council

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Boards & Commissions

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Appointment Of Raleigh "Tripp" Ward, III, To Serve On The Florence County Economic Development Partnership Board Representing District 2 With The Appropriate Expiration Term.

OPTIONS:
1. ***(Recommend)*** Approve as presented.
2. Provide an alternate directive.

ATTACHMENTS:
None.

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FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Reports To Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Monthly Financial Reports Are Provided To Council For Fiscal Year 2025 Through February 28, 2025, As An Item For The Record.

ATTACHMENTS:
A copy of Financial Reports.

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FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY25
07/01/24 TO 02/28/2025

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	57,958,117	54,481,543	3,476,575	6.00%
Licenses & Permits	2,002,600	1,198,787	803,813	40.14%
Fines & Fees	3,049,000	1,700,251	1,348,749	44.24%
Intergovernmental	8,864,283	6,276,354	2,587,929	29.20%
Sales and Other Functional	11,831,400	7,892,137	3,939,263	33.29%
Miscellaneous	4,356,000	374,442	3,981,558	91.40%
Operating Transfers	(43,150)		(43,150)	100.00%
Use of Fund Balance	3,087,750	-	3,087,750	
TOTAL	91,106,000	71,923,515	19,182,485	21.06%

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY25
07/01/24 TO 02/28/2025

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT	% share of total
	EXPENDITURES					
10-411-401	County Council	442,916	264,795	178,121	40.22%	0.49%
10-411-402	Administrator	1,343,843	842,478	501,365	37.31%	1.48%
10-411-403	Clerk of Court	1,925,241	1,146,179	779,062	40.47%	2.11%
10-411-404	Solicitor	1,622,025	1,145,945	476,080	29.35%	1.78%
10-411-405	Judge of Probate	851,702	598,743	252,959	29.70%	0.93%
10-411-406	Public Defender	1,336,923	770,923	566,000	42.34%	1.47%
10-411-407	Magistrates	3,037,004	1,819,033	1,217,971	40.10%	3.33%
10-411-408	Master In Equity	306,045	196,537	109,508	35.78%	0.34%
10-411-409	Legal Services	112,000	72,922	39,078	34.89%	0.12%
10-411-410	Voter Registration & Elections	1,426,308	1,070,300	356,008	24.96%	1.57%
10-411-411	Finance	1,324,945	829,040	495,905	37.43%	1.45%
10-411-412	Human Resources	803,569	398,670	404,899	50.39%	0.88%
10-411-413	Procurement & Vehicle Maintenance	2,172,920	1,523,082	649,838	29.91%	2.39%
10-411-414	Administrative Services	545,533	330,619	214,914	39.40%	0.60%
10-411-415	Treasurer	1,628,752	1,020,588	608,164	37.34%	1.79%
10-411-416	Auditor	748,359	506,516	241,843	32.32%	0.82%
10-411-417	Tax Assessor	1,792,758	1,111,016	681,742	38.03%	1.97%
10-411-418	Planning and Building	2,605,983	1,276,577	1,329,406	51.01%	2.86%
10-411-420	Facilities Management	3,244,560	1,990,077	1,254,483	38.66%	3.56%
10-411-427	Information Technology	4,091,640	2,351,438	1,740,202	42.53%	4.49%
10-411-430	Register of Deeds	442,939	261,351	181,588	41.00%	0.49%
10-411-446	Veteran's Affairs	317,955	194,771	123,184	38.74%	0.35%
10-411-480	Lake City Senior Citizens Center	160,500	86,455	74,045	46.13%	0.18%
10-411-482	Energy Savings Lease	481,005	225,123	255,882	53.20%	0.53%
10-411-485	General Direct Assistance	627,057	361,344	265,713	42.37%	0.69%
10-411-488	Contingency	349,402	57,502	291,900	83.54%	0.38%
10-411-489	Employee Non-Departmental	1,261,739	300,728	961,011	76.17%	1.38%
10-421-421	Sheriff's Office	27,806,650	17,866,604	9,940,046	35.75%	30.52%
10-421-422	Emergency Management	4,808,028	3,252,500	1,555,528	32.35%	5.28%
10-451-423	EMS	10,473,010	6,368,860	4,104,150	39.19%	11.50%
10-451-424	Rescue Squads	976,018	586,622	389,396	39.90%	1.07%
10-451-425	Coroner	613,663	386,796	226,867	36.97%	0.67%
10-451-429	On-Site Clinic	283,800	165,149	118,651	41.81%	0.31%
10-451-441	Health Department	77,014	75,468	1,546	2.01%	0.08%
10-451-442	Environmental Services	1,156,247	603,915	552,332	47.77%	1.27%
10-451-485	Health Direct Assistance	34,987	-	34,987	100.00%	0.04%
10-461-485	Welfare - MIAP & DSS	343,408	219,694	123,714	36.03%	0.38%
10-471-451	Recreation	4,779,928	3,940,304	839,624	17.57%	5.25%
10-471-455	County Library	4,744,623	3,096,545			5.21%
10-481-485	Literacy Council	5,000	2,500			0.01%
	TOTAL	91,105,999	57,317,711			100.00%

Percent of Fiscal Year Remaining = 50.00%

FLORENCE COUNTY GOVERNMENT
UNIFIED FIRE DISTRICT FUND
REVENUE & EXPENDITURE REPORT FY25
07/01/24 TO 02/28/2025

		BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES					
	Taxes	6,648,000	6,548,672	99,328	1.49%
	Fines & Fees	1,720,000	1,094,858	625,142	36.35%
	Miscellaneous	225,880	12,733	213,147	0.00%
	Operating Transfers	(38,000)	-	(38,000)	100.00%
	Use of Fund Balance	400,377	-	400,377	100.00%
	TOTAL	8,956,257	7,656,263	1,299,994	14.51%

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT	% share of total
EXPENDITURES						
37-451-428-100	West Florence Fire Department	1,860,440	1,091,204	769,236	41.35%	20.77%
37-451-428-120	Windy Hill Fire Department	1,576,081	943,149	632,932	40.16%	17.60%
37-451-428-130	Howe Springs Fire Department	1,252,941	718,410	534,531	42.66%	13.99%
37-451-428-200	Hannah/Salem Fire Department	708,316	430,736	277,580	39.19%	7.91%
37-451-428-330	Olanta Fire Department	539,155	349,924	189,231	35.10%	6.02%
37-451-428-400	Sardis Timmonsville Fire Department	670,639	375,868	294,771	43.95%	7.49%
37-451-428-500	Johnsonville Fire Department	810,422	559,147	251,275	31.01%	9.05%
37-451-428-800	Non-Departmental	945,454	811,877	133,577	14.13%	10.56%
37-451-428-900	Administration	592,809	349,519	243,290	41.04%	6.62%
	TOTAL	8,956,257	5,629,835	3,326,422	37.14%	100.00%
			Percent of Fiscal Year Remaining		0.00%	

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
07/01/24 TO 02/28/2025

		BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45	County Debt Service Fund	6,801,602	5,313,396	1,488,206	21.88%	7,087,631	5,900,238	1,187,393	16.75%
112	Economic Development Partnership Fund	865,915	555,629	310,286	35.83%	898,682	-	898,682	100.00%
123	Local Accommodations Tax Fund	3,396,622	2,673,994	722,628	21.27%	4,556,861	1,691,531	2,865,330	62.88%
124	Local Hospitality Tax Fund	2,865,298	1,497,887	1,367,411	47.72%	2,879,392	1,764,762	1,114,630	38.71%
131	District Utility Allocation Fund	131,165	-	131,165	100.00%	131,165	-	131,165	100.00%
132	District Infrastructure Allocation Fund	2,564,110	707,960	1,856,150	72.39%	2,564,110	-	2,564,110	100.00%
151	Law Library Fund	27,540	17,913	9,627	34.96%	27,540	12,719	14,821	53.82%
153	Road System Maintenance Fee Fund	5,013,848	2,343,530	2,670,318	53.26%	3,860,000	2,315,560	1,544,440	40.01%
154	Victim/Witness Assistance Fund	239,546	164,339	75,207	31.40%	125,000	78,903	46,097	36.88%
421	Landfill Fund	6,622,227	4,726,647	1,895,580	28.62%	6,074,000	6,258,192	(184,192)	-3.03%
431	E911 System Fund	1,003,000	545,695	457,305	45.59%	1,003,000	527,619	475,381	47.40%
	TOTALS:	29,530,873	18,546,990	10,983,883	37.19%	29,207,381	18,549,525	10,657,856	36.49%

Percent of Fiscal Year Remaining: 7 0.00%

Florence County Council
District Allocation Balances
Available Balances as of 2/28/25

.

Council District #	Type of Allocation	Beginning Budget FY25	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	353,483	133,284	220,199
	Paving	184,671		184,671
	Utility	34,975	-	34,975
	In-Kind	19,800	-	19,800
2	Infrastructure	295,170	227,404	67,766
	Paving	330,320	231,838	98,482
	Utility	2,656		2,656
	In-Kind	19,800		19,800
3	Infrastructure	228,342	7,573	220,769
	Paving	97,524	14,625	82,899
	Utility	35,136		35,136
	In-Kind	19,800		19,800
4	Infrastructure	242,111	35,395	206,716
	Paving	157,803	157,450	353
	Utility	7,808		7,808
	In-Kind	19,800		19,800
5	Infrastructure	212,832	101,456	111,376
	Paving	448,746	19,635	429,111
	Utility	3,620		3,620
	In-Kind	19,800		19,800
6	Infrastructure	282,757	53,491	229,266
	Paving	250,266	62,200	188,066
	Utility	2,173		2,173
	In-Kind	19,800		19,800
7	Infrastructure	336,647	16,129	320,518
	Paving	463,116	14,625	448,491
	Utility	33,289		33,289
	In-Kind	19,800		19,800
8	Infrastructure	136,150	(156,205)	292,355
	Paving	384,977	185,089	199,888
	Utility	763		763
	In-Kind	19,800		19,800
9	Infrastructure	249,267	43,611	205,656
	Paving	140,725		140,725
	Utility	10,745	-	10,745
	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 #2 Summary
As of 2/28/25

Bond proceeds	$ 124,840,280.25		
Due from CPST #2 Debt Service Fund **	1,307,437.73		
West Florence Fire bond proceeds	$ 969,746.18		
Transfer from debt service fund	$ 15,170,553.00		
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 2/28/25	$ 3,116,849.08		
Ballfield lighting lease proceeds	$ 500,000.00		
Local contributions	$ 108,148.40		
Total available		$	146,280,065.64
Transfer funds back to General Fund	$ 604,500.00		
Expenditures through 2/28/2025	$ 145,675,565.64		
Outstanding purchase orders as of 2/28/2025	$ -		
Total expended/committed		$	146,280,065.64
Total remaining		$	-

* See detail report for expenditures and purchase orders by project

** The CPST #2 debt service fund remaining fund balance after all debt service requirements were met, totaled $12,361,716 per the June 30, 2022 audit report. After on-going CPST #2 projects are completed, remaining funds will be transferred to the CPST #3 capital project funds to be used on approved projects.

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
			Bond Issuance Costs			$ 500,000.00		$ 559,828.39	
			I. Public Safety-Fire						
1	Building		Johnsonville Rural Fire District	New Main Station	Highway 41/51	$ 1,800,000.00		$ 1,798,242.30	
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		$ 3,695,434.97	
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	
8	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				$ 24,776,475.21		
			II. Public Safety - EMS						
17	Building	2/28/2025	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	
			2/28/2025				$ 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		$ 14,999,183.95	
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		$ 9,039,641.13	
			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					$ 496,781.46	
37	Water Line		Town of Olanta					$ 27,354.86	
38	Water Line		Town of Scranton					$ 140,034.99	
			Category Total				$ 3,713,000.00		
			VII. Veteran Affairs						
39	Building		Florence County					$ 1,199,881.58	
			Category Total				$ -		

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence					$ 100,990.76	
40	Corridor Enhancements		City of Florence					$ 5,157,585.18	
41	Corridor Enhancements		City of Florence					$ 107,079.43	
42	Corridor Enhancements		City of Florence					$ 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		$ 182,109.68	
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		$ 700,503.20	
55	Resurfacing		City of Florence	Malloy St	Wilson Rd to ???			$ 213,806.94	
56	Resurfacing		City of Florence	Spruce St.	Park Ave. to McQueen St.	$ 340,625.00		$ 115,030.13	
719	Resurfacing		City of Florence	Celebration Boulevard				$ 566,909.92	
720	Resurfacing		City of Florence	Dozier Builevard				$ -	
721	Resurfacing		City of Florence	Pettigrew				$ -	
722	Resurfacing		City of Florence	Frank Monroe Drive				$ -	
723	Resurfacing		City of Florence	Rosewood Drive TCD				$ 11,464.50	
								$ -	
57	Road Widening		City of Florence	Malloy St	Maxwell St. to ???			$ 114,879.79	
58	Road Widening		City of Florence	Roughfork St. & Maxwell St.	N. Irby St. to Malloy St.			$ -	
59	Road Widening		City of Florence	S. Cashua Dr.	Palmetto St. to Second Loop Rd.			$ 3,429.05	
60	Road Widening		City of Florence	W. Sumter St.	N. Irby St. to N. Alexander St.			$ 2,097,915.91	
61	Road Widening		City of Florence	W Radio Dr.	S. Ebenezer Rd. to David McLeod Blvd.			$ 2,149,843.41	
62	Road Widening		City of Florence	Woody Jones Blvd.	W. Radio Rd. to David McLeod Blvd.			$ 2,247,246.95	
63	Road Widening		City of Florence	Jarrott St.	Pine St. to National Cemetery Rd.			$ 439,606.29	
64	Road Widening		City of Florence	N. Alexander St.	Dixie St. To Darlington St.	$ 9,125,625.00		$ 1,031,025.31	
65	Building		Town of Timmonsville	New Community Center		$ 420,000.00		$ 607,031.88	
66	Building		Town of Timmonsville	Magistrate's Building Renovations		$ 180,000.00		$ 153,344.62	
67	Sewer		Town of Pamplico	Replace Pembrook Apt Pump Station		$ 154,400.00		$ 150,955.83	
68	Water		Town of Pamplico	New Water Tank		$ 873,280.00		$ 304,577.28	
69	Water		Town of Pamplico	Shirley Road Water Line		$ 154,697.00		$ 10,232.93	
70	Water		Town of Pamplico	Water System Extension		$ 1,706,720.00		$ 2,423,042.37	
71	Water/Sewer		Town of Olanta	Waterworks and Sewer System Improvements		$ 750,000.00		$ 1,059,973.49	
72	Building		Town of Olanta	Municipal Building Improvements		$ 130,000.00		$ 130,047.67	
73	Recreation improvements		City of Johnsonville	Prosser Recreation Complex		$ 800,000.00		$ 1,423,891.23	
74	Water		City of Johnsonville	Vox Water Line Project		$ 4,378,000.00		$ 4,378,000.00	
75	Water		Town of Coward	New Water Tank		$ 1,000,000.00		$ 1,239,415.91	
76	Recreation		Town of Coward	Expansion of Youth Baseball Field		$ 200,000.00		$ 230,782.20	
77	Building		Town of Quinby	New Town Hall		$ 360,000.00		$ 325,658.68	
78	Building		Town of Quinby	Recreation/Community Building		$ 720,000.00		$ 754,340.03	
79	Recreation		Town of Scranton	Improvements to Scranton Nature Park		$ 126,400.00		$ 73,211.14	
80	Recreation		Town of Scranton	Resurface Tennis Courts		$ 32,000.00		$ 31,666.00	
81	Building		Town of Scranton	New Maintenance Building		$ 349,600.00		$ 407,845.94	
82	Water & Sewer		City of Lake City	Water & Sewer Improvements		$ 2,360,000.00		$ 2,603,264.95	
83	Storm Water		City of Lake City	Storm Water System Improvements		$ 1,200,000.00		$ 1,349,971.89	
84	Water & Sewer		City of Lake City	New Water Tank		$ 800,000.00		$ 746,770.55	
85	Recreation		City of Lake City	New Multi Purpose Athletic Complex		$ 400,000.00		$ 469,000.00	
86	Building		City of Lake City	Renovate Lake City Owned Building (Chamber office)		$ 160,000.00		$ 158,087.07	
87	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		

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
			IX. Florence County Recreaction						
88	Roads/Water		Florence County	Roads & Infrastructure - New Soccer Complex		$ 1,040,000.00		$ 1,069,758.83	
	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		$ 4,557,812.50	
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		

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
			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.			$ 208,132.53	
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.			$ 270,210.88	
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	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
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	
522				Lucas Road				$ 29,614.86	
523				Luke Circle				$ 20,846.32	
524				Macks Lane Road				$ 160,728.35	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
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		$ 67,873.84	
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.			$ 1,472,446.09	
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	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
229		District 4		Van Houton Dr.		$ 4,033,853.00		$ 145,403.58	
230				Alma Ln.				$ 12,638.96	
231				Willow Point Rd.				$ 227,932.04	
232				Pygate Rd.				$ 608,717.29	
233				Fork Rd.				$ 95,486.80	
234				Meadow Prong 2				$ 57,350.04	
235				Meadow Prong 1				$ 358,483.25	
236				Clyde McGee Rd.				$ 231,319.00	
237				Golden Gate Rd.				$ 22,143.48	
238				Ed James Rd.				$ 208,876.54	
239				Javelin Cir.					
240				Johnson Rd.				$ 11,786.12	
241				Joe Nathan Ln.				$ 15,088.46	
242				Buckshot Rd.				$ 18,926.70	
243				Sims Rd.				$ 41,005.78	
244				Cubie Rd. 1				$ 78,344.11	
245				Cubie Rd. 2				$ 83,937.21	
246				Jenkins Nowlin Rd.				$ 127,134.69	
247				Alvin Kirby Rd				$ 74,973.27	
248				Truck Route	Foxworth St. to Brockington St.				
546				Branch Road				$ 211,882.25	
548				Degroat Rd				$ 16,321.90	
549				Hayward Rd				$ 123,130.79	
551				Oliver Road				$ 153,200.50	
552				Sandspur Road				$ 217,783.02	
703				Myers Cemetery Road				$ 223,778.11	
704				Old Sansbury Road				$ 159,939.60	
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	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
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.				$ 188,487.36	
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.				$ 170,555.31	
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	
605				Cemetery Street				$ 25,560.16	
606				Charles Street				$ 33,266.06	
607				E Cooper Circle				$ 27,817.00	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
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				$ 315,043.08	
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				$ 35,220.72	
707				Ranch Road				$ 38,100.86	
708				Tumbleweed Drive				$ 23,890.52	
709				Peachtree Street				$ 36,176.95	
710				Beauvoir Drive				$ 59,500.21	
711				Pine Forest Drive				$ 51,114.20	
750				CPST2 Phase II Engineering				$ 75,687.50	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
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.				$ 109,501.95	
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	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
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				$ 10,844.68	
713	Resurface			Layfayette Circle				$ 43,512.82	
714	Resurface			Wisteria Drive				$ 182,485.07	
715	Resurface			Manchester Avenue				$ 16,100.00	
716	Resurface			Maynard Avenue				$ 26,700.00	
717	Resurface			Brockington Lane				$ 14,200.00	
718	Resurface			S Lynwood Drive				$ 37,544.24	
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	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
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.				$ 142,022.80	
415				Preakness Ln.				$ 20,053.46	
416				W. Belmont Cir.				$ 85,862.29	
417				Cottonwood Dr.				$ 29,669.16	
418				Deerwood Place				$ 14,196.43	
419				Heathway Dr.				$ 59,227.97	
420				Mosswood Dr.				$ 20,606.31	
421				W. Delmae Dr.				$ 15,959.81	
422				Wethersfield Dr.				$ 47,000.54	
				Heritage Subdivision					
423				Cow Pens Cir.				$ 16,332.08	
424				Declaration Dr.				$ 22,507.78	
425				Farm Quarter Rd.				$ 28,239.27	
426				Independence Ave.				$ 11,896.70	
427				Indigo Place				$ 7,817.73	
				Forest Lake And Forest Lake West Subdivisons					
428				Brock Cir.				$ 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	

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	O/S Purchase Orders
				Arrowood Subdivision					
457				Arrowhead Cir.				$ 11,677.96	
458				Arrowood Dr.				$ 30,222.48	
459				Falcon Way				$ 8,790.45	
460				Skylark Dr.				$ 8,632.15	
				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				$ 27,080.33	
683				Janes Lane				$ 20,126.01	
684				W Janice Terrace				$ 9,634.00	
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				$ 149,426,475.21	$ 145,675,565.64	$ -

Florence County
CPST #3 Summary
2/28/2025

Bond proceeds	$ 120,000,000.00	
Interest earnings 2/28/2025	$ 9,070,859.04	
Transfer from CPST II Debt Service Fund	$ 1,397,634.10	
Transfer for AESC Project from CPST II Debt Service Fund	$ 11,614,321.37	
Local contributions	$ -	
Total available		$ 142,082,814.51
Transfer funds back to General Fund	$ -	
Expenditures through 2/28/2025	$81,458,536.62	
Total expended		$ 81,458,536.62
Total remaining		$ 60,624,277.89
Outstanding purchase orders as of 2/28/2025	$9,094,598.84	
Total committed		$ 9,094,598.84
Total remaining with committments		$ 51,529,679.05

* 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 2/28/2025	O/S Purchase Orders
		Bond Issuance Costs					$424,110.18	
		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	810,379.55	107,029.20
2	Building	EMS	New Johnsonville Station		2,665,128.00	2,665,128.00	1,686,778.38	411,137.49
3	Building	South Lynches FD	Upgrades to South Lynches FD Station 2- Coward		350,000.00		349,937.76	
4	Building	South Lynches FD	Upgrades to South Lynches FD Station 6- Scranton		350,000.00		349,938.15	
5	Building	South Lynches FD	Upgrades to South Lynches FD Station 7- New Hope		650,000.00		642,483.95	
6	Building	South Lynches FD	Upgrades to South Lynches FD Station 6- Scranton		650,000.00	2,000,000.00	649,606.93	
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		1,200,010.05	
9	Building	Hannah Salem Friendfield FD	New Station		2,500,000.00		280,432.90	2,219,567.10
10	Building	Johnsonville Fire Department	Upgrades to Station 1		370,000.00		361,579.81	
11	Building	Sardis Timmonsville FD	Additions to Station 1		525,000.00		174,056.00	350,944.00
12	Building	Olanta Fire Department	New Station		1,050,000.00		902,798.94	147,201.06
13	Building	Windy Hill Fire Department	Upgrades to Station 1		85,000.00	7,690,000.00	85,000.00	
14	Building	Howe Springs Fire Department	Upgrades to Stations 2 & 6		760,000.00		760,000.00	
15	Building	West Florence Fire Department	Upgrades to all Stations		492,000.00		492,000.00	
16	Building	Hannah Salem Friendfield FD	Upgrades to Stations 1, 4 & 6		1,090,000.00		1,090,000.00	
17	Building	Johnsonville Fire Department	Upgrades		1,100,000.00		955,473.99	
18	Building	Sardis Timmonsville FD	Upgrades to Stations 2 & 3		1,200,000.00		578,820.00	
19	Building	Windy Hill Fire Department	Upgrades to Station 4		85,000.00	4,727,000.00	85,000.00	
20	Building	Howe Springs Fire Department	Upgrades to Station 1		500,000.00		202,100.00	297,900.00
21	Building	West Florence Fire Department	Upgrades to Station 2		100,000.00		63,204.06	36,131.90
22	Building	Hannah Salem Friendfield FD	Upgrades to Station 3		250,000.00		250,000.00	
23	Building	Johnsonville Fire Department	Upgrades to Station 2		250,000.00		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		830,589.97	
26	Building	Windy Hill Fire Departmet	Upgrades to Station 2		183,000.00	1,583,000.00	183,000.00	
27	Building/Equipment	Florence County	Radio Upgrades and Improvements to Facilities		1,000,000.00		322,597.15	
28	Equipment	Florence County	New Communication Tower in Johnsonville area		1,000,000.00	2,000,000.00	1,470,000.04	
29	Building	Coroner	New County Morgue and Coroner's office		800,000.00	800,000.00	656,310.66	

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025		O/S Purchase Orders
		II. Municipal Improvements							
30	Intersection Improvements	City of Florence	Darlington Street and Lucas Street		4,100,000.00	4,100,000.00	38,198.00		
31	Intersection Improvements	City of Florence	Evans Street and Cashua Drive				38,200.00		
32	Intersection Improvements	City of Florence	Edisto Drive and Cherokee Road				115,827.90		
33	Intersection Improvements	City of Florence	Vista Street and Oakland Avenue				165,771.54		
34	Road Resurfacing	City of Florence	Boyd Street		35,900,000.00	35,900,000.00			
	Road Resurfacing	City of Florence	Elmore Street				7,753.50		
	Road Resurfacing	City of Florence	Mortimer Street						
	Road Resurfacing	City of Florence	W. Dixie Street						
	Road Resurfacing	City of Florence	W. Power Street						
	Road Resurfacing	City of Florence	Stackley Street						
	Road Resurfacing	City of Florence	Harmony Street						
	Road Resurfacing	City of Florence	Patterson Street						
	Road Resurfacing	City of Florence	Green Street						
	Road Resurfacing	City of Florence	Power Street						
	Road Resurfacing	City of Florence	Booker Street						
	Road Resurfacing	City of Florence	Cameron Lane				4,168.87		
	Road Resurfacing	City of Florence	N. Dargan Street				240,455.12		
	Road Resurfacing	City of Florence	Rebecca Street				4,911.55		
	Road Resurfacing	City of Florence	Walden Street				1,539.81		
49	Road Resurfacing	City of Florence	Williams Boulevard						
50	Road Resurfacing	City of Florence	Cheryl Court				1,252.65		
51	Road Resurfacing	City of Florence	Earl Court				1,010.04		
52	Road Resurfacing	City of Florence	Lester Avenue				4,733.30		
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				284,769.67		
58	Road Resurfacing	City of Florence	E. Thorncliff Road				235,244.51		
59	Road Resurfacing	City of Florence	Shadow Birch Road				119,803.71		
60	Road Resurfacing	City of Florence	Southbrook Circle				331,228.99		
61	Road Resurfacing	City of Florence	Glenmore Way						
62	Road Resurfacing	City of Florence	Kentwood Drive				97,532.70		
63	Road Resurfacing	City of Florence	Nellie Street				196,088.41		
64	Road Resurfacing	City of Florence	Richmond Hills Drive				134,190.00		
65	Road Resurfacing	City of Florence	Twin Bridge Drive						
66	Road Resurfacing	City of Florence	Woodmore Circle				128,345.30		
67	Road Resurfacing	City of Florence	Fillmore Court				52,708.92		
68	Road Resurfacing	City of Florence	Lofty Way				172,298.12		
69	Road Resurfacing	City of Florence	Luigi Way				46,459.31		
70	Road Resurfacing	City of Florence	Master Lane				52,355.17		
71	Road Resurfacing	City of Florence	Steeple View Drive						

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
72	Road Resurfacing	City of Florence	Hardin Street				92,103.30		
73	Road Resurfacing	City of Florence	Chandler Circle				322,807.89		
74	Road Resurfacing	City of Florence	Clareview Drive				285,278.47		
75	Road Resurfacing	City of Florence	Highlander Court				57,308.68		
76	Road Resurfacing	City of Florence	Kingston Drive						
77	Road Resurfacing	City of Florence	Parkwood Drive				120,636.16		
78	Road Resurfacing	City of Florence	Platt Street				108,567.25		
79	Road Resurfacing	City of Florence	Rainer Street				133,891.03		
80	Road Resurfacing	City of Florence	Annelle Drive						
81	Road Resurfacing	City of Florence	Beauvoir Drive				70,662.50		
82	Road Resurfacing	City of Florence	Bellaire Drive				231,512.93		
83	Road Resurfacing	City of Florence	Cabrillo Drive				220,243.06		
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				285,023.30		
88	Road Resurfacing	City of Florence	E. Leoline Street						
89	Road Resurfacing	City of Florence	Hallie Drive				124,050.16		
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				99,707.41		
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				27,175.24		
96	Road Resurfacing	City of Florence	Fernbank Lane				44,276.20		
97	Road Resurfacing	City of Florence	Grande Lawn Lane				45,423.24		
98	Road Resurfacing	City of Florence	Maggie Way				101,053.84		
99	Road Resurfacing	City of Florence	Olde Mill Road				173,978.58		
100	Road Resurfacing	City of Florence	Rock Creek Drive				160,755.24		
101	Road Resurfacing	City of Florence	Widgeon Drive				55,151.55		
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				10,338.00		
113	Road Resurfacing	City of Florence	Blass Drive				169,765.44		
114	Road Resurfacing	City of Florence	Sanborn Street						
115	Road Resurfacing	City of Florence	E. Elm Street				170,217.30		
116	Road Resurfacing	City of Florence	Freedom Boulevard				104,485.85		
117	Road Resurfacing	City of Florence	King Avenue				52,752.29		
118	Road Resurfacing	City of Florence	Orange Circle						

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
119	Road Resurfacing	City of Florence	Gregg Avenue				32,174.84		
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				53,569.15		
124	Road Resurfacing	City of Florence	Tradd Court						
125	Road Resurfacing	City of Florence	W. Cheves Street				65,492.86		
126	Road Resurfacing	City of Florence	Jebaily Circle						
127	Road Resurfacing	City of Florence	Kent Circle						
128	Road Resurfacing	City of Florence	Sheffield Drive				212,958.16		
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				130,205.30		
134	Road Resurfacing	City of Florence	Amberleigh Court				2,094.34		
135	Road Resurfacing	City of Florence	Creamoor Lane				3,896.56		
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				123,904.47		
141	Road Resurfacing	City of Florence	Silverton Street				4,005.48		
142	Road Resurfacing	City of Florence	Sumac Drive						
143	Road Resurfacing	City of Florence	Viburnum Drive						
144	Road Resurfacing	City of Florence	Wellesly Court				1,143.71		
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						

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
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				1,094.20		
172	Road Resurfacing	City of Florence	Highgate Street				4,257.99		
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				100,542.02		
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				304,796.66		
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				139,402.29		
193	Road Resurfacing	City of Florence	Bentgrass Court				57,425.19		
194	Road Resurfacing	City of Florence	Brittany Drive				132,832.28		
195	Road Resurfacing	City of Florence	Celebration Boulevard				359,623.62		
196	Road Resurfacing	City of Florence	Commerce Lane						
197	Road Resurfacing	City of Florence	Cross Vine Drive				49,585.34		
198	Road Resurfacing	City of Florence	Drakeshore Drive				207,994.06		
199	Road Resurfacing	City of Florence	Duck Hunter Pointe				63,167.77		
200	Road Resurfacing	City of Florence	Flint Lock Cove				92,552.38		
201	Road Resurfacing	City of Florence	Gadwall Pointe				53,815.53		
202	Road Resurfacing	City of Florence	Garden Gate Way				92,335.95		
203	Road Resurfacing	City of Florence	Harvard Way						
204	Road Resurfacing	City of Florence	Jefferson Drive				62,595.00		
205	Road Resurfacing	City of Florence	Kristens Channel				47,936.96		
206	Road Resurfacing	City of Florence	Paving Stone Court				60,976.57		
207	Road Resurfacing	City of Florence	Petal Path				74,713.03		
208	Road Resurfacing	City of Florence	Pintail Pointe				54,403.38		
209	Road Resurfacing	City of Florence	Prince Alston Cove				92,078.71		
210	Road Resurfacing	City of Florence	Rice Hope Cove				91,072.05		
211	Road Resurfacing	City of Florence	Rutledge Manor Drive				227,248.69		
212	Road Resurfacing	City of Florence	Waterfowl Way				51,945.08		

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
213	Road Resurfacing	City of Florence	West Gate Pointe						
214	Road Resurfacing	City of Florence	S. Dargan Street				78,366.25		
215	Road Resurfacing	City of Florence	Trade Court						
216	Road Resurfacing	City of Florence	Crown Circle						
573	Road Resurfacing	City of Florence	S. Cottingham Road						
574	Road Resurfacing	City of Florence	Yorkshire Court				0.01		
217	Sewer	City of Lake City	Wastewater Treatment plant upgrade		2,944,000.00		2,944,000.00		
218	Recreation	City of Lake City	Recreation Facilities Upgrades		3,500,000.00		3,500,000.00		
219	Building	City of Lake City	Lake City Fire Department renovations/upgrades		456,000.00	6,900,000.00	450,000.00		
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	3,900,000.00		
	Road Resurfacing	Town of Timmonsville			1,297,685.74				
221	Road Resurfacing	Town of Timmonsville	Main Street		1,018,085.00		917,641.61		100,443.39
222	Road Resurfacing	Town of Timmonsville	N. Warren Street						
223	Road Resurfacing	Town of Timmonsville	Market Street		852,710.80		334,595.45		
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		256,170.00		139,102.23		117,067.77
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		64,654.46		64,654.46		
233	Road Resurfacing	Town of Timmonsville	Cooper Lane						
750		Town of Timmonsville	Engineering Services		410,694.00		348,186.08		37,507.92
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	3,145,396.55		
235	Water	Town of Scranton	Improvements to Scranton Water system to include		2,385,000.00		2,384,533.07		
			extension of water mains, upgrades to well sites						
			and water tank, repair of hydrants and replacement						
			of water meters						
236	Building	Town of Scranton	Renovation of Town Hall		115,000.00	2,500,000.00	62,001.10		
237	Building	Town of Coward	Town Hall & Maintenance Facility improvements		672,000.00		669,441.12		
238	Water	Town of Coward	Old Creek Rd, Trifalia Road, Nealy Matthews Rd						
			water lines		315,000.00		315,000.00		
239	Recreation	Town of Coward	Coward Ball Fields improvements		180,000.00		180,000.00		
240	Water	Town of Coward	Improvements to New Hope Well		86,000.00		86,000.00		
241	Building	Town of Coward	Improvements to Manned Convenience Center		47,000.00	1,300,000.00	46,770.04		

CAPITAL PROJECT SALES TAX #3								
DETAIL EXPENDITURES								
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 2/28/2025	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		482,499.63	
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	464,000.00	
246	Recreation/Building	Town of Quinby	Refurbishment and development of Community					
			and Recreation areas		925,000.00		560,443.91	
247	Building	Town of Quinby	Development of Town Hall and Public Safety facilities		75,000.00		49,727.31	
248	Recreation	Town of Quinby	Recreation improvements to include purchase and					
			development of property		500,000.00		105,972.19	
						1,500,000.00		
		III. General County Projects						
249	Building	Florence County	Renovations to Florence County Public Services Bldg		575,000.00		508,579.76	
250	Building	Florence County	Upgrades to Lower Florence County Public Servs Bldg		500,000.00		405,805.41	
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	288,385.18	30,703.71
253	Equipment	Florence County	Additional voting system improvements for absentee					
			and early voting center		90,000.00		21,672.00	
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		82,900.00	513,516.00
256	Recreation	Florence County	Paving of parking lots at Johnsonville Athletic Center		565,000.00		381,645.00	17,484.00
257	Recreation	Florence County	Resurfacing of playground, track and basketball					
			courts and drainage improvements at Spaulding Heights		400,000.00		398,562.84	
258	Recreation	Florence County	Reclaiming and paving of roads and parking lots at LRCP		900,000.00		575,742.44	
259	Recreation	Florence County	Paving of parking lot at Coward Athletic Park		240,000.00		186,301.00	
260	Recreation	Florence County	Renovations to Francis Marion Athletic Park		200,000.00	2,905,000.00	192,339.76	
261	Drainage	Florence County	Drainage Improvements to Tara Village Neighborhood		150,000.00		20,000.00	
262	Corridor Enhancements	Florence County	Hwy 76 Corridor Improvements (FMU to City of Florence)		1,580,000.00		400,107.99	71,695.00
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	12,633,200.32	

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
		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				1,250,925.70		
268			Chandler Mill Road						
269			Beaumont Road						
270			McElveen Cut Avenue						
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						
750			Engineering Services				99,834.33		474,605.67
289		District 2	Gulledge Road		4,300,000.00	4,300,000.00	145,142.34		
290			Wise Lane				4,641.00		
291			Dry Creek Road				158,194.53		
292			Cedarbrook Drive				34,188.00		
293			Pecan Haven Road				27,882.72		
294			New Landing Road				48,951.42		
295			Blackwell Mill Road				133,289.67		
296			Mill Branch Road				139,558.33		
297			Willow Pond Road				44,576.10		
298			Shelly Road				36,538.32		
299			Barnhill Road				50,776.57		
300			Carlie Lane				14,519.19		
301			Yarborough Road to Borkowitz Road				88,489.17		
302			Trinidad Ard Road				75,618.90		
303			Grahamville Road				25,394.68		
304			Glen's Bluff Road				75,912.36		
305			Wicklow Road				28,785.23		

CAPITAL PROJECT SALES TAX #3								
DETAIL EXPENDITURES								
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of	O/S Purchase
							2/28/2025	Orders
306			Fawn Lane				6,300.00	
307			Evans Farm Road				53,470.41	
308			Waycross Road				48,405.00	
309			Eaddy Landing Road				20,434.72	
310			Railroad Avenue (Johnsonville)				86,103.51	
311			Wagon Wheel Road				63,712.74	
312			Nelson Lane				24,486.00	
313			Langley Lane				17,917.91	
314			Batie Lane				5,701.50	
315			Kent Road				20,857.41	
316			Four Post Road				10,192.98	
317			Little Farm Road				30,971.02	
318			Rena Atkinson Road				39,768.75	
319			Beckworth Road				44,652.61	
320			Bush Road				29,186.79	
321			Charlton Place				10,867.29	
322			Picadilly Road				18,503.73	
323			Deer Lane				27,462.96	
324			Shirley Road				90,523.23	
325			Circle Drive				43,848.42	
326			Ard Lane				18,968.25	
327			Dwellings Drive				44,166.26	
328			Wilshire Road				34,449.24	
329			Salem Road				47,896.75	
330			Cooper Circle				63,708.84	
331			Pecan Grove Road					
332			Sandstone Road				49,197.38	
333			Bazen Road				16,277.09	
334			Sand Pit Road				380,924.27	
335			Sandy Lane				33,920.94	
336			Jeffords Lane				24,204.81	
337			East Williams Road				72,373.99	
338			Bartell Landing Road				57,828.97	
339			Railroad Avenue (Poston)					
340			Forestville Drive				10,202.50	
750			Engineering Services				318,432.73	
341		District 3	West Sumter Street		4,300,000.00	4,300,000.00	120,000.00	
342			Alderman Street				32,567.50	
343			Mullins Street				47,049.30	
344			West Booker Street				51,970.00	
345			West Johnson Street				20,937.30	
346			Preston Street				51,949.60	
347			Clement Street				144,389.27	
348			Simmons Street				53,445.20	
349			Flynn Street				55,776.40	

CAPITAL PROJECT SALES TAX #3								
DETAIL EXPENDITURES								
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of	O/S Purchase
							2/28/2025	Orders
350			Stonehedge Lane				30,791.40	
351			Green Street				24,000.00	
352			Dickman Street				7,300.00	
353			Merioneth Road				118,664.24	
354			Harborough Court				43,645.70	
355			Edenderry Way				43,759.58	
356			Sumerset Place				44,021.05	
357			Chippenham Lane				71,193.00	
358			Chatham Place				41,053.07	
359			Bayberry Circle				45,199.87	
360			Windover Road				26,102.24	
361			Beechwood Road				75,720.35	
362			Arbor Drive				98,900.90	
363			North Landsdowne Drive				47,566.25	
364			Hawthorne Drive				29,318.44	
365			West Andover Road				78,853.73	
366			North Grove Park Drive				47,152.00	
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				47,512.50	
375			Bunch Street					
376			W Brookgreen Drive					80,398.00
377			W Whittier Circle					46,154.00
378			New Hope Drive					63,773.00
379			N Tobin Drive					73,019.00
380			White Avenue					37,645.00
381			McNell Drive					55,137.00
382			N Adair Drive					37,666.00
383			Gibbs Avenue					71,927.00
750			Engineering Services				261,220.42	310,779.58
384		District 4	Old Middle Road		4,300,000.00	4,300,000.00	363,839.53	
385			Construction of Timmonsville Park				545,547.18	280,657.82
386			DeGroat Road				59,872.45	29,516.80
387			Heyward Road					
388			Land Grant Road				84,296.27	
389			Cusaac Road				62,449.05	
390			Mitch Lane				17,594.50	
391			N Hill Street				17,000.00	
392			Clyde McGee Road				73,826.38	
393			Stonewall Road					

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
394			W Robinson Court						
395			Minus Lane				68,550.00		
396			Deer Road Water Extension				136,474.16		
397			Bob White Lane				117,800.00		208,834.50
750			Engineering Services				260,702.33		623,237.67
398		District 5	E Eagerton Road		4,300,000.00	4,300,000.00			
399			Hemlock Road				304,029.42		
400			Rainbow Road				365,115.00		
401			Baldwin Road				451,362.36		
402			Mary Road				318,154.99		
403			Wylie Road				291,248.20		
404			Java Road				362,906.01		
405			Park Road						
406			Wheeler Road				102,139.50		
407			Johnnie Lee Road				151,186.51		
408			Truman Road				46,651.62		
409			Kerris Lane						
410			Smallwood Road				83,022.59		
411			Karisma Road						
750			Engineering Services				268,399.65		298,040.35
412		District 6	Wickerwood Road		4,300,000.00	4,300,000.00	540,828.26		
413			Secretariat Drive				110,312.10		
414			Winning Colors Drive				14,350.28		
415			Whirlaway Drive				71,902.36		
416			Thoroughbred Street				26,392.51		
417			Kentucky Drive				33,689.30		
418			Triple Crown Drive				94,540.80		
419			Derby Cove Road				11,006.55		
420			Swamp Fox Road						
421			Kate's Garden Lane				123,443.72		
422			Jamestown Road				78,739.29		
423			Rankin Plantation Road						
424			Malissa Mae Road				129,720.69		
425			Timberwood Road				162,888.84		
426			Taylor Hill Circle				61,425.00		
427			E Springbranch Road				103,640.58		
428			Cart Road				80,892.00		
429			Ben Ingram Road				181,440.00		
430			Jamestown Cemetery						
431			Al's Lane				6,535.35		
432			Sandwood Road						
433			Hunt Road				39,611.70		
434			Corrie Farm Road				88,632.90		

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
435			Union Grove Road				12,837.42		
436			Chisolm Trail				181,218.60		
437			River Neck Road				132,464.02		
438			Silver Fox Road				76,958.37		
750			Engineering Services				311,005.52		237,434.48
439		District 7	Lazy Lane		4,300,000.00	4,300,000.00	300,337.11		325,250.72
440			Regent Street				99,515.08		12,824.38
441			Chancery Lane				61,752.51		2,493.10
442			Drury Lane				48,726.41		1,622.14
443			York Drive				114,071.79		7,930.14
444			N Norwood Lane						
445			Heard Street						
446			Sam Harrell drainage						
447			North Ives Street						
448			Ranch Road						
449			Tumbleweed Drive						
450			Fiesta Lane				81,850.09		
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				27,328.23		
460			Apple Valley Lane				99,285.09		
461			Boardwalk				32,027.30		
462			Park Place				65,821.15		
463			Pendleton Court				24,800.09		
464			Sweet Water Road/Victory Lane				27,428.03		
465			Stockbridge Lane				21,465.99		
466			Buckeye Drive				28,903.77		
467			Woodlawn Court				16,099.51		
468			Lamb Road				32,518.06		
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						

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
479			E Evans Street						
480			Jarrott Street						
481			Day Street						
482			Divine Street						
483			Oakland Avenue						97,730.00
750			Engineering Services				277,381.07		266,058.93
484		District 8	Third Loop Drainage		4,300,000.00	4,300,000.00			
485			Whitman Avenue				83,876.80		
486			Fernleaf Lane				95,172.40		
487			Thomas Road				95,873.56		15,004.82
488			Woodland Drive				83,258.75		
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						50,267.60
497			Scriven Drive						86,517.80
498			Indian Drive						84,075.60
499			Claremont Avenue						
500			Avondale Drive						
501			Eaton Circle				113,391.64		
502			Lee Lane				25,933.55		2,527.79
503			Calvin Circle				38,494.51		23,190.47
504			Effies Lane				49,365.89		15,172.97
505			Poinsett Drive						
506			Pickney Avenue						
507			Berkely Avenue						
508			Rutledge Avenue						
509			Waldron Street						
510			Regency Court				23,690.59		
511			S Bishop Drive				29,724.50		
512			Vespers Court				25,511.39		1,558.33
513			Chancery Court				19,875.53		10,729.30
514			Eleanor Drive				49,582.68		27,219.56
750			Engineering Services				271,924.30		283,268.20
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						

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
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				53,391.38		
530			Chalmers Row				51,773.26		
531			Master Circle				49,738.34		
532			Pebble Road				37,609.17		
533			W Lake Drive						
534			Troon Drive						
535			Lake Oakdale						
536			W Forest Lake Drive (State)				193,295.35		
537			Bryson Drive						
538			Jefferson Drive (County)				240,585.95		36,178.25
539			W Spencer Lane						
540			W Emery Lane						
541			Coventry Lane						
542			Mears Drive				37,531.10		
543			Shorebird Lane				35,559.43		
544			Constitution Drive				49,509.80		
545			Heritage Lane				78,820.00		26,665.00
546			Alberti Drive				68,820.00		8,893.80
547			Author Drive				63,748.40		
548			Founder Drive				75,821.12		10,036.08
549			Liberty Drive				88,092.43		24,089.37
550			Shadwell Drive				27,500.00		13,022.80
551			Left Bank Road						
552			Mockingbird Court						
553			South Swann Circle						
554			South Lady Street						
555			South Sandy Lane						
556			Lee Lane				25,843.56		2,617.79
557			Hillcrest Drive				66,656.00		
558			Hillcrest Terrace				21,339.92		
559			Jefferson Drive (between Palmetto and Cashua)						
560			Lakeshore Drive				20,000.00		
561			W Forest Lake Drive						
750			Engineering Services				288,440.51		272,499.49
			Total CPST III Projects		$141,695,128.00	$137,795,128.00	$81,458,536.62		$9,094,598.84

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							2/28/2025		Orders
							($478,660.26)		

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Reports To Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Council Is Asked To Approve An Agreement Between Florence County, South Carolina, And UPF Litigators, LLC, And Wallace Jordan, Attorney At Law, To Serve In The Best Interests Of The Residents, Citizens, And Visitors, And To Authorize The County Administrator To Execute Documents Upon Review Of The County Attorney.

POINTS TO CONSIDER;

1. Florence County, South Carolina is a body politic and corporate and a political subdivision of the State of South Carolina.
2. The large chemical and "food" corporations have been addicting children for decades using techniques pioneered by tobacco companies.
3. These hyperpalatable chemical compounds have led to innumerable, avoidable health problems for the employees, citizens, and residents of the county and harmed the social and economic welfare of the county.
4. The County Council has determined that it is in the best interests of the residents, citizens, and visitors to retain Attorneys for the purpose of seeking recovery on behalf of Florence County against, as determined by County Council Kraft Heinz Company, Inc., Mondelez International, Inc., Post Holdings, Inc., The Coca-Cola Company, PepsiCo, Inc., General Mills, Inc., Nestle USA, Inc., Kellanova, WK Kellogg Co., Mars Incorporated, Inc., ConAgra Brands, Inc., Orangeburg Coca-Cola Bottling Co., Blenheim Bottlers, Inc., and/or any additional parties approved by county council believed to be responsible for improperly manufacturing, marketing, and/or distributing ultra processed foods.
5. The County Council has determined that use of outside counsel is cost-effective, in the public interest, and necessary to pursue claims against the Defendants as there does not exist sufficient and appropriate legal and financial resources within the County Attorney's office to handle the Matter, and the time and labor required may necessitate the use of outside counsel.
6. The County Council has determined that the Attorneys have the combination of skill, experience, resources, and competency necessary to represent the County.

OPTIONS:

1. (Recommend) approved as presented.
2. Provide an alternate directive.

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ATTACHMENTS:
A copy of agreement.

REPRESENTATION AGREEMENT

THIS REPRESENTATION AGREEMENT (herein, the "Agreement") is entered into by and between Florence County, South Carolina (herein the "County") and UPF Litigators, LLC and Wallace Jordan, Attorney at Law (herein collectively, the "Attorneys").

RECITALS:

WHEREAS, Florence County, South Carolina is a body politic and corporate and a political subdivision of the State of South Carolina; and

WHEREAS, large chemical and "food" corporations have been addicting children for decades using techniques pioneered by tobacco companies; and

WHEREAS, these hyperpalatable chemical compounds have led to innumerable, avoidable health problems for the employees, citizens, and residents of the county and harmed the social and economic welfare of the county; and

WHEREAS, the County Council has determined that it is in the best interests of the residents, citizens, and visitors to retain Attorneys for the purpose of seeking recovery on behalf of Florence County against, as determined by County Council Kraft Heinz Company, Inc., Mondelez International, Inc., Post Holdings, Inc., The Coca-Cola Company, PepsiCo, Inc., General Mills, Inc., Nestle USA, Inc., Kellanova, WK Kellogg Co., Mars Incorporated, Inc., ConAgra Brands, Inc., Orangeburg Coca-Cola Bottling Co., Blenheim Bottlers, Inc., and/or any additional parties approved by county council (collectively, the "Defendants,") believed to be responsible for improperly manufacturing, marketing, and/or distributing ultra processed foods (herein, the "Matter"); and

WHEREAS, the County Council has determined that use of outside counsel is cost-effective, in the public interest, and necessary to pursue claims against the Defendants as there does not exist sufficient and appropriate legal and financial resources within the County Attorney's office to handle the Matter, and the time and labor required may necessitate the use of outside counsel; and

WHEREAS, the County Council has determined that the Attorneys have the combination of skill, experience, resources, and competency necessary to represent the County; and,

WHEREAS, the County has the authority to enter into this Agreement pursuant to S.C. Code Ann. §§ 4-1-10 and 4-9-30(3).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other valuable consideration, the County and Attorneys (herein, each individually a "Party" and collectively the "Parties") hereby agree as follows:

ARTICLE I
RECITALS: TERM

1.1. **Recitals**. The Parties hereto acknowledge, warrant, represent, and agree that the recitals contained hereinabove are true and correct in all material respects and are incorporated herein by reference.

1.2. **Term**. This Agreement shall take effect and commence on such date as all Parties to this Agreement have executed the Agreement and shall cover all past, present, and future legal services by Attorneys in connection with this Matter and shall terminate at the completion of this Matter, unless earlier terminated by the County or the Attorneys in the manner set forth herein.

ARTICLE II
SCOPE OF SERVICES

2.1. Scope of Services. The County hereby retains the Attorneys to provide all legal services directly relating to the Matter, including providing counsel, advice, and consultation with the County Council, County Administrator, and County Attorney in a manner consistent with the accepted standards of practice in the legal profession and this Agreement, and to investigate, research, file, and pursue any claims against the Defendants in any appropriate court or before any appropriate governmental agency. Throughout the litigation, it may appear to the Attorneys that additional Defendants should be joined or pleading should be amended. The Attorneys shall inform the County of any amendments to the pleadings, to include but not be limited to the addition of Defendants. The Attorneys shall not add additional defendants without County's express permission. The Attorneys shall provide sufficient resources, including attorney time, to maintain this action in accordance with the South Carolina Rules of Professional Conduct. The scope of the Attorneys' retention under this Agreement shall include defending any counterclaims relating to the Matter.

2.2. Appellate Issues. The Parties acknowledge and agree that the Attorneys' retention under this Agreement include any appellate proceedings directly related to the Matter.

2.3. Assignment of Legal Services. UPF Litigators, LLC shall be designated and referred to herein as ***Lead Counsel***, and Wallace Jordan, Attorney at Law shall be designated and referred to herein as ***Local Counsel***. Lead counsel shall be responsible for carrying out the directions of the County in relation to the Matter, managing the course and conduct of any litigation and ensuring that the Matter is pursued in a timely and professional manner. Lead Counsel shall also determine the assignment of specific task responsibility to all Attorneys and any other attorneys that may be participating in this Matter. The Attorneys, as co-counsel for the County, agree to work cooperatively and to keep each other apprised of all developments in this Matter, including communications with the County, the court, and opposing parties.

2.4. Delegation of Work. Lead Counsel may assign legal work to the Attorneys or any individuals employed by the Attorneys. Further, provided that Lead Counsel

has given written notification to the County Administrator, Lead Counsel may associate other attorneys or legal professionals at its own expense and at no cost to the County. Notwithstanding the foregoing, this Agreement is not assignable without the express, written approval of the County Administrator.

2.5. Identification. All pleadings and other papers shall bear the names of Lead Counsel and shall be signed by or on behalf of the principal drafter.

2.6. Independent Contractors. Attorneys are independent contractors and are not employees, partners, or co-ventures of, or in any other service relationship with, the County. Attorneys and Attorneys' employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the County. Attorneys shall not be considered public officials by virtue of their representation of the County.

2.7. Settlement. Attorneys will not make any settlement or compromise of any nature of any of County's claims without County's prior approval. County has the absolute right to accept or reject any settlement. County agrees to seriously consider any settlement offer Attorneys recommend before making a decision to accept or reject such offer. County agrees not to make any settlement or compromise of any nature of any of County's claims without prior notice to Attorneys.

ARTICLE III
ATTORNEYS' FEES: COSTS: EXPENSES

3.1. No Guarantee. County understands that the Attorneys have made no representations concerning the successful pursuit of this Matter or the favorable outcome of any legal action that may be filed. Specifically, County acknowledges that the Attorneys cannot guarantee that the Attorneys will obtain a financial settlement or judgment of any kind. County also understands that the Attorneys cannot predict what the Defendants, the judge and/or jury that may be involved with this Matter will ultimately decide to do. County further expressly acknowledges that all statements of the Attorneys commenting on the prospects for a successful outcome on these matters are statements of opinion only. Notwithstanding the foregoing, Attorneys represent to the County that there exists substantial justification to pursue the remedies contemplated herein against Defendants, and though there is no guarantee regarding the outcome of any legal action filed, the pursuit of this matter is not without merit.

3.2. Contingent Status. The County understands that this Matter is not being pursued as a Class Action but rather as an action by the County against the Defendants. Notwithstanding any other provision of this Agreement, Attorneys shall receive no compensation of any kind for any Services rendered in conjunction with this Agreement unless the County receives a settlement or judgment in connection with the anticipated litigation.

3.3. Fee Schedule and Division. If the County receives a settlement or award in connection with this litigation, Attorneys will be compensated from the gross recovery (any final settlement or judgment received by the County, including any post-judgment interest) for Attorneys' Services under this Agreement in the Fee Schedule attached hereto as Appendix "A" (herein, the "Fee Schedule"), which Fee Schedule shall govern all compensation for Attorneys and all co-counsel (whether delegated by Lead Counsel or otherwise affiliated with this Matter). The Fee to be paid to Attorneys shall not exceed 33.33 per cent of the gross recovery from all Defendants. The County shall recover 66.67 per cent of any gross recovery from all Defendants. It is understood that the County shall not be responsible for the payment of any Litigation Expenses except as defined in Section 3.4, unless the County terminates this Agreement prior to the conclusion of this Matter.

3.4. Costs and Expenses. Lead Counsel shall be responsible for the payment of costs, expenses, and disbursements, including expert witness fees and costs, deposition costs, and costs of document production (herein, collectively "Litigation Expenses"). For the purpose of this Agreement, Litigation Expenses shall include filing fees, court fees, certified reporters' fees, other fees in connection with depositions, fees for service of process, photocopying costs, mailing/shipping costs, long distance telephone costs, facsimile costs, consultant fees, witness fees, payments to expert witnesses, necessary travel costs, and any other fees or expenses arising from this Matter. Litigation Expenses do not include overhead costs such as rent, local telephone calls, secretarial time, or payment of salaries for attorneys or paralegals working on this Matter. The agreement to pay these Litigation Expenses, as well as the decision to defer fees while any litigation (including appeals and enforcement actions) is pending, has been taken into consideration in establishing the Fee Schedule. The county agrees to allow the attorneys to deduct the Litigation Expenses from any verdict, judgment, or settlement amount. The attorneys' fees are computed before Litigation Expenses are deducted. THE COUNTY SHALL OWE NOTHING UNLESS THERE IS A RECOVERY.

3.5. Shared Litigation Expenses. The Parties acknowledge that certain Litigation Expenses may be utilized in separate lawsuits brought by Lead Counsel on behalf of other South Carolina counties and other third parties. Lead Counsel, in its other Representation Agreements, will use its best effort to ensure that any shared Litigation Expenses will be proportionately and fairly allocated among Lead Counsel's clients.

ARTICLE IV
TERMINATION

4.1. Termination by County. County may discharge Attorneys at any time, upon thirty (30) days written notice to Attorneys.

4.2. Termination by Attorneys. Attorneys may terminate its duties and

obligations under this Agreement upon thirty (30) days written notice to the County. If there is pending litigation, termination, on the part of Lead Counsel shall not be effective unless such terminating Party first obtains leave of court to terminate its representation in the Matter.

4.3. Reimbursement for Litigation Expenses Upon Termination.
If this Agreement is terminated by the County for just cause, Lead Counsel shall not be entitled to reimbursement for any Litigation Expenses or otherwise. If, however, the County terminates this Agreement without just cause, Lead Counsel will be entitled to reimbursement for such Litigation Expenses as set forth in Article III of this Agreement that are properly documented, reasonable, and rendered prior to the date of termination.

ARTICLE V
CONFLICT OF INTERESTS

5.1. Simultaneous Representation. Due to the complicated nature of this Matter, the Defendants' history of acting in concert, and the serious impact that the Defendants' malfeasance has imposed upon counties and municipalities across this State and across the United States, County recognizes the economic and tactical advantage of retaining Attorneys that may be simultaneously representing similarly situated other counties in separate actions across the State. Despite the benefits afforded by simultaneous representation, when an attorney represents more than one client in simultaneous actions against the same defendant, actual conflicts of interest may exist. Attorneys are aware of no actual conflicts of interest between County and any other county or city at this time due to the commonality of interests between them in pursuing this litigation, as set forth throughout this Agreement. County understands and acknowledges that it has been advised that County is free to retain its own independent counsel to represent its interest and is not required to be represented by Attorneys.

5.2. Notification of Potential Conflicts. Even when there are not actual conflicts of interests, only potential ones, the South Carolina Rules of Professional Conduct require Attorneys to provide written disclosure of any reasonable foreseeable adverse consequences arising from such representation and to obtain all clients' informed consent. While Attorneys do not perceive any actual or reasonably foreseeable adverse consequences at this time, County should consider the following potential adverse consequences prior to agreeing to the proposed joint representation. A conflict may arise from a substantial discrepancy in the prospective clients' testimony, incompatibility in each county's positions in relation to one or more of the Defendants, or the fact there are substantially different outcomes for the claims or liabilities in question. Additionally, if Attorneys receive conflicting instructions from multiple counties, Attorneys will be placed in a position in which they could not follow one set of instructions without violating their professional obligations to the other.

5.3. Potential Conflicts Raised By Settlement Proposals. Settlement issues can create a variety of conflicts between separate clients. It is frequently the case that a

defendant will not wish to settle a case piecemeal, and will condition settlement on attainment of a global resolution between the defendant and all similar plaintiffs. If some, but not all, of the plaintiffs wish to settle the Matter, a conflict may develop between the plaintiffs. Another common conflict occurs between plaintiffs when apportioning or distributing settlement monies, as plaintiffs often find themselves bidding against one another to secure the largest share of the settlement monies that the defendant has offered or would be prepared to pay. Simultaneously represented plaintiffs may also differ on the type of relief that they would be prepared to accept, creating yet other types of conflict. For example, one county may be willing to accept a non-monetary settlement, such as an obesity treatment center, whereas another county may not.

5.4. Acknowledgment of Potential Conflicts and Waiver. Attorneys will make every effort during the course of representation to confirm that each county or city represented by Attorneys maintains a commonality of interests in connection with the positions asserted on your respective behaves. Nonetheless, if such interests diverge during the course of representation and a conflict appears, further disclosure and waiver of the conflict, or withdrawal from representation, will ensue. By executing this Agreement, County confirms that it has been fully informed as to the nature of the potential conflicts which may arise as a result of Attorneys' simultaneous representation; that County has been provided a reasonable opportunity to seek the advice of the County Attorney and/or any independent counsel of County's choice regarding these potential conflicts and waiver thereof; and that County understands that a conflict may arise in the future which may require an additional disclosure and waiver by County, or alternatively, withdrawal by Attorneys of representation of one or more of counties.

5.5. Current Conflicts of Interest. Attorneys represent and warrant that as of the effective date of this Agreement they are not engaged in any matter that is or may be adverse to the County or that would constitute a current conflict of interest.

ARTICLE VI
MISCELLANEOUS TERMS

6.1. Completeness; Modification. This Agreement constitutes the entire agreement between the Parties hereto with respect to the transaction contemplated hereby and supersedes all prior discussions, understandings, agreements, and negotiations between the parties hereto. This Agreement may be modified only by a written instrument duly executed by the Parties hereto.

6.2. Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent, or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on

the first business day following such Saturday, Sunday, or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days. Time is of the essence of this Agreement.

6.3. Governing Law. This Agreement and all documents referred to herein, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. The exclusive jurisdiction and venue for any action arising out of or related to the interpretation or enforcement of this Agreement shall lie in the South Carolina Court of Common Pleas for Spartanburg County.

6.4. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

6.5. Severability. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to other persons or circumstances shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.6. Equal Opportunity Act. The Attorneys hereby represent that neither they nor their law firms discriminate on the basis of race, religion, color, sex, age, national origin, or disability against any person in the employment of personnel in their offices.

6.7. Headings. The headings herein are for reference and convenience purposes only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

6.8. Incorporation by Reference. All of the exhibits or appendices attached hereto are by this reference incorporated herein and made a part hereof.

6.9. Insurance. Attorneys, individually, agree to carry adequate professional liability insurance and to provide proof of the same to the County promptly upon request.

[Signature Lines and Exhibits to Follow]

The undersigned represent that they are authorized to enter into this Agreement and that by executing this Agreement below, they have read and understand all of the terms and provisions set forth herein and agree to be bound hereto.

COUNTY:

FLORENCE COUNTY, SOUTH CAROLINA, A SOUTH CAROLINA body politic

_____

By:

Its: _____

Date: _____

ATTORNEYS:

UPF LITIGATORS, LLC

_____
By:

Its: _____

Date: _____

WALLACE JORDAN, ATTORNEY AT LAW

_____
By:

Its: _____

Date: _____

APPENDIX A
to Representation Agreement

Attorneys' Fees and Costs

1. **Contingent Status.** The County understands that this Matter is not being pursued as a Class Action but rather as an action by the County against the Defendants. Notwithstanding any other provision of this Agreement, Attorneys shall receive no compensation of any kind for any Services rendered in conjunction with this Agreement unless the County receives a settlement or judgment in connection with the anticipated litigation. THE COUNTY SHALL OWE NOTHING UNLESS THERE IS A RECOVERY.

2. **Fee Schedule and Division.** If the County receives a settlement or award in connection with this litigation, Attorneys will be compensated from the gross recovery (any final settlement or judgment received by the County, including any post-judgment interest) for Attorneys' Services under this Agreement as follows:

Title	Name	Percentage of Gross Recovery
Lead Counsel	UPF Litigators, LLC	30.33%

Local Counsel	Wallace Jordan, Attorney at Law	3%

County appreciates and recognizes the unique and complicated representation to be undertaken by Attorneys. As such, Attorneys are entering into a fee-sharing arrangement in the manner and percentages set forth and in this Agreement.

3. **Multiple Defendants.** The Services for which County has retained Attorneys contemplates litigation against multiple Defendants for various causes of action. For the purposes of this Agreement, each Defendant will be treated as a separate proceeding for the purpose of calculating the gross proceeds of any judgment or settlement and, therefore, any fee to be paid to Attorneys.

4. **Determination of Recovery.** The Fee Schedule and Division set forth herein shall apply to any recovery by the County, whether entirely monetary in nature, non-monetary in nature, or a combination thereof. In the event County resolves the Matter through settlements offered in conjunction with a State-wide, a multi-state or federal proposal, any amounts distributed to the County by virtue of that settlement, whether lump sum of annuity, shall be considered as part of the total recovery by the County.

5. **Additional Local Counsel Contemplated and Authorized.** The County acknowledges and understands that Lead Counsel may contemplate associating additional local counsel to facilitate coordination and cooperation of the County's litigation with similar litigation brought by other Counties across the State of South Carolina. Recognizing that engaging additional local counsel will benefit the County in such circumstances, the County expressly grants advance authority to Lead Counsel to associate additional lawyers and/or firms as Local Counsel.

5.a. **Amendment of Appendix "A" upon association of Additional Local Counsel.** Upon any association by Lead Counsel of additional Local Counsel, Lead Counsel shall submit to the County Administrator and County Attorney an Amended Appendix "A" reflecting what, if any, percentage of gross recovery additional Local Counsel will share from the Gross Recovery. Under no circumstance will the association of additional Local Counsel alter the Total Percentage of the Attorney Compensation of 33.33%.

5.b. **Conflicts by Additional Local Counsel.** If additional local counsel holds any conflict relative to the Matter not already addressed in this Representation Agreement, Lead Counsel shall present a revised Appendix "B" to the County Administrator and County Attorney disclosing any such conflict held by the proposed Local Counsel, and the additional Local Counsel may be associated by Lead Counsel only after any such conflict is knowingly waived and approved by the County.

FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve Annual Comprehensive Financial Report (ACFR) For The Fiscal Year Ended June 30, 2024.

POINTS TO CONSIDER:
1. The audit for the year ending June 30, 2024, has been performed by the firm Mauldin and Jenkins. Grant Davis, Partner with the firm, will be in attendance to present the audit.
2. Council is asked to accept the audit, or, should Council deem it appropriate/necessary for further review, refer it to the Committee on Administration and Finance.

OPTIONS:
1. ***(Recommend)*** Approve as presented.
2. Approve with corrections or additions.

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FLORENCE COUNTY COUNCIL MEETING
April 17, 2025

AGENDA ITEM: Reports to Council
Position Reclassification/Salary Adjustments

DEPARTMENT: **Clerk of Court**

ISSUE UNDER CONSIDERATION:
Request For Council to Approve the Reclassification of A Currently occupied Legal Records Clerk IV (Hourly) Position Grade 11 To an Account Management (Hourly) Position Grade 16 and a Legal Records Clerk IV (Hourly) Position Grade 11 to an Filing Management (Hourly) Position Grade 16.

POINTS TO CONSIDER:
1. This is a budget neutral request.
2. Our department has significant savings from elimination of a slot to accommodate this fiscal year.
3. This would satisfy a huge department need in Family Court.
4. Reclassifying this position will bring leadership to our Family Court Accounting clerks and to the Filing clerks division to the high standards we expect.
5. No additional funding will be required, these salary adjustments will be funded from the current year's salary savings from the elimination of slot. These changes are being made for additional work of the duties of the positions.
6. These employees bring leadership to the Clerk of Court as they maintain the highest standards that we expect, coming from their experience.
7. Significant salary savings from elimination of slot position.
8. Savings of $9,395.74.
9. Ashley Davison, and Tenae Reaves support the reclassification of the positions and salary adjustments.
10. The proposed change is Budget Neutral and has been reviewed and approved by the Finance Director and Human Resources Director.

OPTIONS:
1. Approve as presented.
2. Provide an Alternative Directive.

ATTACHMENTS:
Emails from Finance Director and Human Resources Director.

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$64,139.94 Vacate Slot

- $23,877.67 010-403-300 Increase
- $25,818.13 010-403-100 Increase
- $ 5,048.40 010-403-200 Increase

$ 9,395.74 Savings Budget Neutral

IV-D 141-778-000

Increase of $11,536.86 Budget Neutral for the Fiscal Year

Outlook

RE: Agenda

From Tenae Reaves <TReaves@Florenceco.org>
Date Fri 3/7/2025 10:55 AM
To Doris Poulos <DPoulos@Florencecountysc.gov>
Cc Ashley D. Davison <ADavison@Florenceco.org>

Good Morning, Doris

I approve the position reclassification and salary adjustments.

Let me know if you need anything else 😊

–

Tenae M. Reaves, BSHR
Director, Human Resources
Florence County Human Resources
180 N. Irby St.
Florence, SC 29501
Telephone: 843-665-3054
Fax: 843-676-8665
treaves@florenceco.org

From: Doris Poulos <DPoulos@Florencecountysc.gov>
Sent: Thursday, March 6, 2025 11:08 AM
To: Ashley D. Davison <ADavison@Florenceco.org>; Tenae Reaves <TReaves@Florenceco.org>
Subject: Agenda

Ashely and Tenae,

Please review the Report to Council Position Reclassification/Salary Adjustments and let me know what I need to add or change. I would like to thank you again for all your help in this matter!

Doris

FLORENCE COUNTY COUNCIL MEETING

April 17, 2025

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Grants
Public Works

ISSUES UNDER CONSIDERATION: Request For Council To Award Bid No. 25-24/25, District #4 Deer Road Water Main Extension Project To B&B Construction Company Inc. Of Sumter, SC Contingent Upon Rural Infrastructure Authority (RIA) Approval In The Amount Of $1,549,483.09 (The Primary Bid Amount Of $1,501,871.61 And The Alternate #1 Bid Amount of $47,611.48) To Be Funded From SCIIP Grant #A-23-C071 Funds. (***9 Bids Received).***

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on February 17, 2025. The bid opening was held on March 20, 2025.
2) Nine (9) bids were received; three (9) bids were compliant; B&B Construction Company Inc, was the lowest bidder.
3) Todd Warren, CPST III Program Manager of Davis & Floyd recommends awarding the low bidder.
4) Steve Allen, Public Works Director, recommends awarding B&B Construction Company Inc.
5) The bid expires June 20, 2025.

FUNDING FACTORS:

$1,549,483.09 = Total amount to be funded from SCIIP Grant #A-23-C071 Funds.

OPTIONS:

1) Award Bid No. 25-24/25 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1) Certified Bid Tabulation Sheet from Davis & Floyd.
2) Bid Recommendation Memo from Todd Warren dated March 31, 2025.
3) Bid Recommendation Letter from Steve H. Allen, Public Works Director dated March 31, 2025.

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Tabulation of Bids
Received March 20th, 2025
Deer Road Water Main Extension
Owner: Florence County

I, John E. Reynolds,PE, certify that this is a true and correct tabulation of bids received on 3/20/2025.

SC PE Registration No. 11138
Davis & Floyd, Inc.

Item	Description	Unit	Estimated Quantity	Bidder 1 B&B CONSTRUCTION CO., INC. 40 Swamp Fox Run / P.O. Box 1563 Sumter, SC 29151		Bidder 2 MAXCY HICKS & SONS, INC. 1598 Maxcy Road / P.O. Box 53 New Zion, SC 29111		Bidder 3 RCB CONTRACTORS, LLC 1375 Huggins Shortcut Road Gallivants Ferry, SC 29544		Bidder 4 SOUTHERN FIBER CONSTRUCTION, LLC 121 Bridge Street Branchville, SC 29432		Bidder 5 RWF CONSTRUCTION, LLC P.O. Box 69 Effingham, SC 29341		Bidder 6 RANDY PIGATE CONSTRUCTION, INC. 1541 Highway 17 / P.O. Box 1778 Little River, SC 29566		Bidder 7 KING CONSTRUCTION SERVICES, INC. 111 White Oak Forest Place Conway, SC 29527		Bidder 8 COMPLETE UTILITIES, LLC 1671 McKnight Road / P.O. Box 660 Scranton, SC 29591		Bidder 9 COLUMBUS UTILITIES, INC. 6215 Hinsons Crossroads Fair Bluff, SC 28439	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Base Bid																							
General																							
1.	Mobilization and Demobilization (Maximum of 3% of Total Bid)	LS	1	$ 45,000.00	$ 45,000.00	$ 30,000.00	$ 30,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 40,000.00	$ 40,000.00	$ 10,000.00	$ 10,000.00	$ 65,000.00	$ 65,000.00	$ 60,000.00	$ 60,000.00	$ 55,000.00	$ 55,000.00		
2.	8 Inch AWWA C900 Water Main, DR18, Complete	LF	7,842	$ 37.27	$ 292,271.34	$ 38.00	$ 297,996.00	$ 37.30	$ 292,506.60	$ 39.00	$ 305,838.00	$ 40.00	$ 313,680.00	$ 38.00	$ 297,996.00	$ 55.00	$ 431,310.00	$ 60.00	$ 470,520.00	$ 52.00	$ 407,784.00		
3.	8 Inch Class 350 Ductile Iron Water Main, Complete	LF	110	$ 80.00	$ 8,800.00	$ 80.00	$ 8,800.00	$ 79.60	$ 8,756.00	$ 75.50	$ 8,305.00	$ 81.00	$ 8,910.00	$ 72.00	$ 7,920.00	$ 75.00	$ 8,250.00	$ 100.00	$ 11,000.00	$ 96.00	$ 10,560.00		
4.	6 Inch AWWA C900 Water Main, DR 18, Complete	LF	17,816	$ 24.22	$ 431,503.52	$ 25.00	$ 445,400.00	$ 26.67	$ 475,152.72	$ 27.00	$ 481,032.00	$ 29.00	$ 516,664.00	$ 28.00	$ 498,848.00	$ 40.00	$ 712,640.00	$ 45.00	$ 801,720.00	$ 38.50	$ 685,916.00		
5.	6 Inch Class 350 Ductile Iron Water Main, Complete	LF	480	$ 60.00	$ 28,800.00	$ 60.00	$ 28,800.00	$ 47.71	$ 22,900.80	$ 63.50	$ 30,480.00	$ 61.00	$ 29,280.00	$ 59.00	$ 28,320.00	$ 115.00	$ 55,200.00	$ 75.00	$ 36,000.00	$ 84.00	$ 40,320.00		
6.	Jack & Bores																						
a.	8" RJ DIP Water Main in 20" Steel Encasement, Jack & Bore Under US Hwy. 301, Complete	LF	40	$ 325.00	$ 13,000.00	$ 325.00	$ 13,000.00	$ 432.60	$ 17,304.00	$ 585.00	$ 23,400.00	$ 585.00	$ 23,400.00	$ 537.00	$ 21,480.00	$ 925.00	$ 37,000.00	$ 420.00	$ 16,800.00	$ 880.00	$ 35,200.00		
b.	8" RJ DIP Water Main in 20" Steel Encasement, Jack & Bore Under Deer Road, Complete	LF	90	$ 325.00	$ 29,250.00	$ 325.00	$ 29,250.00	$ 434.14	$ 39,072.60	$ 560.00	$ 50,400.00	$ 535.00	$ 48,150.00	$ 465.00	$ 41,850.00	$ 825.00	$ 74,250.00	$ 420.00	$ 37,800.00	$ 780.00	$ 70,200.00		
c.	6" RJ DIP Water Main in 16" Steel Encasement, Jack & Bore Under Deer Road, Complete	LF	42	$ 285.00	$ 11,970.00	$ 280.00	$ 11,760.00	$ 521.51	$ 21,903.42	$ 560.00	$ 23,520.00	$ 500.00	$ 21,000.00	$ 492.00	$ 20,664.00	$ 900.00	$ 37,800.00	$ 360.00	$ 15,120.00	$ 870.00	$ 36,540.00		
d.	8" RJ DIP Water Main in 20" Steel Encasement, Jack & Bore Under Gaymon Road, Complete	LF	106	$ 285.00	$ 30,210.00	$ 325.00	$ 34,450.00	$ 435.28	$ 46,139.68	$ 560.00	$ 59,360.00	$ 535.00	$ 56,710.00	$ 473.00	$ 50,138.00	$ 825.00	$ 87,450.00	$ 420.00	$ 44,520.00	$ 780.00	$ 82,680.00		
e.	8" RJ DIP Water Main in 20" Steel Encasement, Jack & Bore Under Hall Road, Complete	LF	65	$ 325.00	$ 21,125.00	$ 325.00	$ 21,125.00	$ 442.70	$ 28,775.50	$ 585.00	$ 38,025.00	$ 540.00	$ 35,100.00	$ 487.00	$ 31,655.00	$ 875.00	$ 56,875.00	$ 420.00	$ 27,300.00	$ 780.00	$ 50,700.00		
f.	8" RJ DIP Water Main in 20" Steel Encasement, Jack & Bore Under Oak Grove Road, Complete	LF	40	$ 325.00	$ 13,000.00	$ 325.00	$ 13,000.00	$ 432.33	$ 17,293.20	$ 585.00	$ 23,400.00	$ 565.00	$ 22,600.00	$ 537.00	$ 21,480.00	$ 925.00	$ 37,000.00	$ 420.00	$ 16,800.00	$ 880.00	$ 35,200.00		
7.	Abandon Existing 4" Water Main on Oak Grove Road with flowable fill or grout, Complete	LF	4,036	$ 3.00	$ 12,108.00	$ 4.00	$ 16,144.00	$ 1.40	$ 5,650.40	$ 4.25	$ 17,153.00	$ 4.00	$ 16,144.00	$ 6.00	$ 24,216.00	$ 10.00	$ 40,360.00	$ 4.00	$ 16,144.00	$ 11.00	$ 44,396.00		
8.	Abandon Existing 4" and 6" Water Mains on Hall Road (Between US Hwy. 301 and Oak Grove Road) with flowable fill or grout, Complete	LF	2,687	$ 3.00	$ 8,061.00	$ 4.00	$ 10,748.00	$ 1.72	$ 4,621.64	$ 6.35	$ 17,062.45	$ 5.00	$ 13,435.00	$ 8.00	$ 21,496.00	$ 12.00	$ 32,244.00	$ 4.00	$ 10,748.00	$ 12.50	$ 33,587.50		
9.	Connect New 8" Water Main to Existing 8 Inch Water Main at Creek Road, Complete	LS	1	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00	$ 350.00	$ 350.00	$ 2,575.00	$ 2,575.00	$ 1,400.00	$ 1,400.00	$ 5,500.00	$ 5,500.00	$ 2,500.00	$ 2,500.00	$ 5,100.00	$ 5,100.00	$ 5,000.00	$ 5,000.00		
10.	Connect New 8" Water Main to Existing 8 Inch Water Main on US Hwy. 301, Complete	LS	1	$ 1,000.00	$ 1,000.00	$ 4,000.00	$ 4,000.00	$ 350.00	$ 350.00	$ 2,575.00	$ 2,575.00	$ 1,400.00	$ 1,400.00	$ 8,500.00	$ 8,500.00	$ 2,500.00	$ 2,500.00	$ 5,100.00	$ 5,100.00	$ 7,500.00	$ 7,500.00		
11.	Connect New 8 Inch Water Main to Existing 8" Water Main with 8 Inch x 8 Inch Tapping Sleeve & Valve, Oak Grove & US Hwy 301 Intersection, Complete	EA	1	$ 6,500.00	$ 6,500.00	$ 6,000.00	$ 6,000.00	$ 6,597.28	$ 6,597.28	$ 6,500.00	$ 6,500.00	$ 8,200.00	$ 8,200.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 5,900.00	$ 5,900.00	$ 11,500.00	$ 11,500.00		
12.	Connect Existing 6 Inch Water Main to New 8 Inch Water Main at south side of Hall Road and Oak Grove Road Intersection, Complete	EA	1	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 2,480.76	$ 2,480.76	$ 2,600.00	$ 2,600.00	$ 3,200.00	$ 3,200.00	$ 7,500.00	$ 7,500.00	$ 3,250.00	$ 3,250.00	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00		
13.	Connect New 8 Inch Water Main to Existing 8" Water Main with 8 Inch x 8 Inch Tapping Sleeve & Valve, Hall Road & US Hwy 301 Intersection, Complete	EA	1	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,597.28	$ 6,597.28	$ 6,500.00	$ 6,500.00	$ 8,200.00	$ 8,200.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ 8,150.00	$ 8,150.00	$ 11,500.00	$ 11,500.00		
14.	Fire Hydrant Assembly, Complete	EA	14	$ 10,000.00	$ 140,000.00	$ 9,000.00	$ 126,000.00	$ 12,194.61	$ 170,724.54	$ 8,750.00	$ 122,500.00	$ 10,000.00	$ 140,000.00	$ 9,400.00	$ 131,600.00	$ 8,750.00	$ 122,500.00	$ 10,450.00	$ 146,300.00	$ 12,400.00	$ 173,600.00		
15.	8 Inch Gate Valves, Complete	EA	4	$ 3,238.00	$ 12,952.00	$ 4,000.00	$ 16,000.00	$ 3,049.32	$ 12,197.28	$ 2,720.00	$ 10,880.00	$ 3,400.00	$ 13,600.00	$ 2,670.00	$ 10,680.00	$ 3,250.00	$ 13,000.00	$ 5,750.00	$ 23,000.00	$ 3,650.00	$ 14,600.00		
16.	6 Inch Gate Valves, Complete	EA	7	$ 2,353.00	$ 16,471.00	$ 3,000.00	$ 21,000.00	$ 2,197.49	$ 15,382.43	$ 1,900.00	$ 13,300.00	$ 2,400.00	$ 16,800.00	$ 1,840.00	$ 12,880.00	$ 2,500.00	$ 17,500.00	$ 2,925.00	$ 20,475.00	$ 2,550.00	$ 17,850.00		
17.	Ductile Iron Fittings, Complete	LBS	3,000	$ 9.50	$ 28,500.00	$ 20.00	$ 60,000.00	$ 23.31	$ 69,930.00	$ 37.00	$ 111,000.00	$ 8.50	$ 25,500.00	$ 32.00	$ 96,000.00	$ 10.00	$ 30,000.00	$ 15.00	$ 45,000.00	$ 18.40	$ 55,200.00		
18.	New Long Side Water Services, Complete	EA	51	$ 1,800.00	$ 91,800.00	$ 2,500.00	$ 127,500.00	$ 2,156.62	$ 109,987.62	$ 2,500.00	$ 127,500.00	$ 2,800.00	$ 142,800.00	$ 2,485.00	$ 126,735.00	$ 3,500.00	$ 178,500.00	$ 2,600.00	$ 132,600.00	$ 3,100.00	$ 158,100.00		
19.	New Short Side Water Services, Complete	EA	44	$ 1,800.00	$ 79,200.00	$ 2,000.00	$ 88,000.00	$ 1,846.97	$ 81,266.68	$ 2,125.00	$ 93,500.00	$ 2,150.00	$ 94,600.00	$ 2,175.00	$ 95,700.00	$ 1,500.00	$ 66,000.00	$ 2,000.00	$ 88,000.00	$ 2,300.00	$ 101,200.00		
20.	New service piping to reconnect to existing meter, short side	EA	10	$ 600.00	$ 6,000.00	$ 1,000.00	$ 10,000.00	$ 519.24	$ 5,192.40	$ 1,150.00	$ 11,500.00	$ 900.00	$ 9,000.00	$ 1,200.00	$ 12,000.00	$ 1,350.00	$ 13,500.00	$ 600.00	$ 6,000.00	$ 1,350.00	$ 13,500.00		
21.	Traffic Control	LS	1	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 24,000.00	$ 24,000.00	$ 120,000.00	$ 120,000.00	$ 35,000.00	$ 35,000.00	$ 75,000.00	$ 75,000.00	$ 48,000.00	$ 48,000.00		
22.	Asphalt Driveway Cut and Repair	LF	1,696	$ 25.00	$ 42,400.00	$ 30.00	$ 50,880.00	$ 28.00	$ 47,488.00	$ 31.00	$ 52,576.00	$ 84.00	$ 142,464.00	$ 53.00	$ 89,888.00	$ 44.13	$ 74,844.48	$ 45.00	$ 76,320.00	$ 52.50	$ 89,040.00		
23.	Gravel Driveway Cut and Repair	LF	134	$ 15.00	$ 2,010.00	$ 5.00	$ 670.00	$ 25.00	$ 3,350.00	$ 17.00	$ 2,278.00	$ 22.00	$ 2,948.00	$ 40.00	$ 5,360.00	$ 26.49	$ 3,549.66	$ 35.00	$ 4,690.00	$ 20.00	$ 2,680.00		
24.	Resurfacing Existing Asphalt Driveways, Complete	SY	3,360	$ 22.00	$ 73,920.00	$ 38.00	$ 127,680.00	$ 45.00	$ 151,200.00	$ 25.00	$ 84,000.00	$ 55.00	$ 184,800.00	$ 20.00	$ 67,200.00	$ 28.00	$ 94,080.00	$ 45.00	$ 151,200.00	$ 28.00	$ 94,080.00		
25.	Replace Concrete Driveways, Complete	SY	50	$ 100.00	$ 5,000.00	$ 75.00	$ 3,750.00	$ 11.00	$ 550.00	$ 62.00	$ 3,100.00	$ 225.00	$ 11,250.00	$ 500.00	$ 25,000.00	$ 303.50	$ 15,175.00	$ 90.00	$ 4,500.00	$ 175.00	$ 8,750.00		
26.	Asphalt Roadway Cut and Repair	LF	92	$ 60.00	$ 5,520.00	$ 50.00	$ 4,600.00	$ 28.00	$ 2,576.00	$ 58.00	$ 5,336.00	$ 95.00	$ 8,740.00	$ 95.00	$ 8,740.00	$ 47.55	$ 4,374.60	$ 75.00	$ 6,900.00	$ 87.00	$ 8,004.00		
27.	Asphalt Roadway Resurfacing	SY	100	$ 20.00	$ 2,000.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 130.00	$ 13,000.00	$ 55.00	$ 5,500.00	$ 90.00	$ 9,000.00	$ 70.00	$ 7,000.00	$ 120.00	$ 12,000.00	$ 115.00	$ 11,500.00		
28.	Survey Control, As-built Survey & Record Drawings	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 17,500.00	$ 17,500.00	$ 15,400.00	$ 15,400.00		
29.	Disinfection and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 8,000.00	$ 8,000.00	$ 22,500.00	$ 22,500.00	$ 30,000.00	$ 30,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 36,000.00	$ 36,000.00		
30.	Erosion & Sediment Control	LS	1	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 33,146.36	$ 33,146.36	$ 20,000.00	$ 20,000.00	$ 38,500.00	$ 38,500.00	$ 150,000.00	$ 150,000.00	$ 9,150.00	$ 9,150.00	$ 35,000.00	$ 35,000.00	$ 117,700.00	$ 117,700.00		
31.	SCIIP Sign	LS	1	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 3,000.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 2,525.00	$ 2,525.00	$ 3,600.00	$ 3,600.00	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00	$ 2,200.00	$ 2,200.00		
					$1,501,871.86		**$1,651,053.00**		**$1,783,943.19**		**$1,859,695.45**		**$2,063,000.00**		**$2,133,946.00**		**$2,445,302.74**		**$2,475,707.00**		**$2,599,487.50**
32.	6 Inch AWWA C900 Water Main, DR 18, Complete	LF	784	$ 24.22	$ 18,988.48	$ 25.00	$ 19,600.00	$ 26.38	$ 20,681.92	$ 31.00	$ 24,304.00	$ 29.00	$ 22,736.00	$ 23.00	$ 18,032.00	$ 40.00	$ 31,360.00	$ 45.00	$ 35,280.00	$ 36.50	$ 28,616.00		
33.	6 Inch Gate Valves, Complete	EA	1	$ 2,353.00	$ 2,353.00	$ 3,000.00	$ 3,000.00	$ 3,048.72	$ 3,048.72	$ 2,050.00	$ 2,050.00	$ 2,400.00	$ 2,400.00	$ 2,200.00	$ 2,200.00	$ 2,500.00	$ 2,500.00	$ 2,925.00	$ 2,925.00	$ 2,550.00	$ 2,550.00		
34.	Post Hydrant Assembly, Complete	EA	1	$ 9,150.00	$ 9,150.00	$ 7,500.00	$ 7,500.00	$ 7,345.72	$ 7,345.72	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 6,980.00	$ 6,980.00	$ 8,500.00	$ 8,500.00	$ 10,290.00	$ 10,290.00	$ 9,950.00	$ 9,950.00		
35.	Ductile Iron Fittings, Complete	LBS	100	$ 12.00	$ 1,200.00	$ 20.00	$ 2,000.00	$ 10.21	$ 1,021.00	$ 36.00	$ 3,600.00	$ 6.00	$ 600.00	$ 35.00	$ 3,500.00	$ 20.00	$ 2,000.00	$ 15.00	$ 1,500.00	$ 18.40	$ 1,840.00		
36.	New Long Side Water Services, Complete	EA	4	$ 1,800.00	$ 7,200.00	$ 2,500.00	$ 10,000.00	$ 2,456.10	$ 9,824.40	$ 2,500.00	$ 10,000.00	$ 2,800.00	$ 11,200.00	$ 2,485.00	$ 9,940.00	$ 3,500.00	$ 14,000.00	$ 2,600.00	$ 10,400.00	$ 2,450.00	$ 9,800.00		
37.	New Short Side Water Services, Complete	EA	3	$ 1,800.00	$ 5,400.00	$ 2,000.00	$ 6,000.00	$ 2,148.00	$ 6,444.00	$ 2,350.00	$ 7,050.00	$ 2,150.00	$ 6,450.00	$ 2,175.00	$ 6,525.00	$ 1,500.00	$ 4,500.00	$ 2,000.00	$ 6,000.00	$ 1,650.00	$ 4,950.00		
38.	Asphalt Driveway Cut and Repair	LF	12	$ 25.00	$ 300.00	$ 40.00	$ 480.00	$ 45.00	$ 540.00	$ 58.00	$ 696.00	$ 84.00	$ 1,008.00	$ 175.00	$ 2,100.00	$ 95.63	$ 1,147.56	$ 45.00	$ 540.00	$ 70.00	$ 840.00		
39.	Gravel Driveway Cut and Repair	LF	24	$ 15.00	$ 360.00	$ 5.00	$ 120.00	$ 28.00	$ 672.00	$ 17.00	$ 408.00	$ 22.00	$ 528.00	$ 50.00	$ 1,200.00	$ 22.19	$ 532.56	$ 35.00	$ 840.00	$ 20.00	$ 480.00		
40.	Resurfacing Existing Asphalt Driveways, Complete	SY	30	$ 22.00	$ 660.00	$ 38.00	$ 1,140.00	$ 45.00	$ 1,350.00	$ 48.00	$ 1,440.00	$ 55.00	$ 1,650.00	$ 150.00	$ 4,500.00	$ 70.00	$ 2,100.00	$ 45.00	$ 1,350.00	$ 28.00	$ 840.00		
41.	Erosion & Sediment Control	LS	1	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 4,912.45	$ 4,912.45	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 650.00	$ 650.00	$ 2,000.00	$ 2,000.00	$ 3,600.00	$ 3,600.00		
	Bid Alternate #1 Total				**$47,611.48**		**$50,840.00**		**$55,840.21**		**$59,048.00**		**$59,572.00**		**$59,977.00**		**$67,290.12**		**$71,125.00**		**$63,466.00**

COMMENTS ON ERRORS LISTED:

INCORRECT SUM ON BID. $3000 DIFFERENCE

EXTENSION ERROR FOR UNIT PRICES AND QUANTITIES, ITEMS 22 AND 23. ROUNDED TO NEAREST TENTH

INCORRECT SUM ON BID -$65,000 DIFFERENCE

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

March 31, 2025

Shannon Munoz
Deputy Administrator
Florence County
180 N. Irby Street, MSC-M Office 501
Florence, SC 29501

Re: Bid 25-24/25 Award Recommendation
Deer Rd Water Main Extension – SCIIP Grant #A-23-C071
D|F Job Number: 13896.01

Dear Shannon:

On March 20, 2025, nine (9) bids on the referenced project were opened and read aloud. The bids have been reviewed, and a tabulation of the bids received is enclosed. The lowest responsive, responsible bidder for the total Base Bid and Alternate 1 Bid is B&B Construction Company Inc. of 40 Swamp Fox Run Sumter, SC with a total Base Bid in the amount of $1,501,871.86 and a total Alternate 1 bid amount of $47,611.48.

Based upon a review of their current licensing status with the State, we feel the low bidder is both qualified and competent in performing work associated with the project. Davis & Floyd hereby recommends that the project be awarded to B&B Construction Company Inc. in the amount of $1,549,483.34.

Please advise if you have any questions regarding this matter.

Yours truly,

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

Todd J. Warren

Todd Warren
Vice President

Bid Tabulation

c: John Reynolds (D|F)
Kayla Wilson (Florence County)
Courtney Singleton (Florence County)
Steve Allen (Florence County)

MEMORANDUM

TO: Patrick D. Fletcher, CPPB
Florence County Procurement Director

FROM: Steven H. Allen – Director
Florence County Public Works

DATE: March 31, 2025

SUBJECT: RECOMMENDATION OF AWARD: **Bid # 25-24/25** ---- District 4
Deer Rd Water Main Extension – SCIIP Grant #A-23-C071

On March 20, 2025, nine (9) bids for the above referenced project were received and opened.

The lowest responsive, responsible bidder for the total Base Bid and Alternate 1 Bid is B&B Construction Company Inc. of Sumter, SC with a total Base Bid in the amount of $1,501,871.86 and a total Alternate 1 bid amount of $47,611.48.

Therefore, I recommend that the project be awarded to **B&B Construction Company Inc.** of Sumter S.C. in the amount of **$1,549,483.34**.

Please call if you have any questions regarding this award.

Steven H. Allen

Cc: Kevin Yokim – Florence County Administrator
Shannon Munoz – Deputy Administrator
Nakeshia Wilkins – Procurement

Florence County Council Meeting

April 17, 2025

AGENDA ITEM: Other Business
Council District #4

DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Council is requested to approve the expenditure not to exceed $10,000 from Council District #4, funding allocations from infrastructure fund to place 250 tons of MBC stone on South Bluestone Drive.

FUNDING SOURCE:

Amount: $10,000

__X__ Infrastructure 132-441-438-000-8764-

_____ Road System Maintenance

_____ Utility

SIGNED: Steve H. Allen

Requested by Council member: Jerry Yarborough Jr.
Council District #4

STEVE ALLEN
Public Works Director

Date: _____

Date: 4-4-25

ATTACHMENTS:
none

I, Hope M. Jones, 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.

Hope M. Jones
Clerk to Council

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FLORENCE COUNTY COUNCIL MEETING
APRIL 17, 2025

AGENDA ITEM: Other Business
Infrastructure- Council District 2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Expenditure Of Not To Exceed $10,000 From Council District 2 From Council District 2 Infrastructure Allocation Funds For Maintenance And Upkeep Of The Hyman Water Tank On Highway 51.

FUNDING FACTORS:

__xx__ Infrastructure _____ Road System Maintenance Fee _____ Utility

Amount: $_____	$ 10,000.00	$_____
Signed: _____	_____	_____
Jason M. Springs	Andrew T. Rodgers, Jr.	Dr. Alphonso Bradley
Amount: $_____	$_____	$_____
Signed: _____	_____	_____
Jerry W. Yarborough, Jr.	Kent C. Caudle	Stoney C. Moore
Amount: $_____	$_____	$_____
Signed: _____	_____	_____
Waymon Mumford	William Schofield	Willard Dorriety, Jr.

ATTACHMENTS:
none

I, Hope M Jones, 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.

_____
Hope M. Jones, Clerk to Council

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