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 *REVISED*
FLORENCE COUNTY COUNCIL
REGULAR MEETING
180 NORTH IRBY STREET,
COUNTY COMPLEX
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, JANUARY 15, 2026
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. ELECTION OF OFFICERS FOR 2026:
COUNTY ATTORNEY D. MALLOY MCEACHIN, JR. PRESIDING

Chairman

Vice-Chairman

Secretary/Chaplain

VI. RECESS:

If Needed, Council Will Take A Brief Recess To Set The Dais.

VII. MINUTES:

MINUTES OF THE DECEMBER 11, 2025, REGULAR MEETING

Council Is Requested To Approve The Minutes Of The December 11, 2025, Regular Meeting Of The County Council.

VIII. PUBLIC HEARINGS:

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

ORDINANCE NO. 22-2025/26

An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina And Pearl Solar, LLC And Certain Affiliates, Thereby Replacing The 2020 Pearl Solar Fee Agreement; And Authorizing Other Related Matters.

ORDINANCE NO. 38-2025/26 *(Deferral)*

An Ordinance To Create A Class Of Property Defined As A Chronic Nuisance Property, To Provide Certain Remedies Including Civil Fines, And Other Matters Related Thereto.

ORDINANCE NO. 39-2025/26

An Ordinance To Amend The Provisions Of The Florence County Code Of Ordinances Relating To Taxation/Service Or User Fees/Uniform Service Charges, So As To Provide For The Continuation Of The County Road Maintenance Fund, The Recurring Imposition Of A Road Maintenance Fee, And The Use Of The Revenues Collected From The Road Maintenance Fee; To Provide Certain Findings With Respect To The Road Maintenance Fee Required By The South Carolina Supreme Court In Burns V. Greenville County Council.

ORDINANCE NO. 40-2025/26

An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding $12,000,000 Florence County Public Facilities Corporation

Installment Purchase Revenue Bonds (Capital Projects And Capital Reimbursements) Series 2026 By The Florence County Public Facilities Corporation In One Or More Series To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation, And Expansion Of County Facilities And To Reimburse The County For Certain Prior Capital Expenditures; Consenting To And Approving The Execution Of An Amended And Restated Base Lease Agreement By And Between Florence County, South Carolina, And The Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Second Amendment To Public Facilities Purchase And Occupancy Agreement By And Between Florence County, South Carolina And The Florence County Public Facilities Corporation; Consenting To The Form Of A Second Supplemental Trust Agreement To Be Entered Into By The Florence County Public Facilities Corporation And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing.

IX. APPEARANCES:

1. **CROSSROADS FLORENCE**
   Ms. Sharee Fortune-Burgess And Ms. Tracey Belcher Request To Appear Before Council To Introduce The New Services The Organization Provides Through Their SRP (Soft Re-Entry Program).

2. **PEE DEE REGIONAL TRANSPORTATION AUTHORITY**
   Don Strickland, Executive Director of PDRTA, And Mary Kate Morookian, Transit Planner Of Kimley Horn, Request To Appear To Present A Summary Of The Final Report To Council From The Transit Study Consultants, Kimley Horn.

X. COMMITTEE REPORTS:

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

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

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

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

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

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

XI. RESOLUTIONS/PROCLAMATIONS:

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. 19-2025/26**
   A Resolution Authorizing An Amendment To The Agreement Governing The Darlington-Florence Industrial Park To Include Additional Properties In The Park.

3. **RESOLUTION NO. 20-2025/26**
   A Resolution Authorizing Approval To Transfer CPSTIII Funds Pursuant To Section 3.8 (2) of Ordinance 31-2019/20 From General County Projects- Recreation: Reclaiming And Paving Of Roads And Parking Lots At Lynches River County Park To General County Infrastructure - Improvements To Dewitt Bluff Landing Great Pee Dee River $30,000, And Resurfacing Of Playground, Track, And Basketball Courts And Drainage Improvements At Spaulding Heights $10,000, Due To Cost Overruns And Approval To Transfer CPSTIII Upgrades To South Lynches FD Station 6 And Station 7 Funds Totaling $7,970.97 To South Lynches FD Station 2.

4. **RESOLUTION NO. 21-2025/26**
A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant To Section 2.02 of Ordinance 16-2023/24.

XII. ORDINANCES IN POSITION:

THIRD READING

.

1. **ORDINANCE NO. 71-2024/25** ***(Deferral)***
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.

2. **ORDINANCE NO. 22-2025/26**
An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina And Pearl Solar, LLC And Certain Affiliates, Thereby Replacing The 2020 Pearl Solar Fee Agreement; And Authorizing Other Related Matters.

3. **ORDINANCE NO. 23-2025/26**
An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-079, 01012-01-080, 01012-01-081, 01012-01-083, 01012-01-149, 01012-01-194; And Other Matters Related Thereto. (Planning Commission Approved 8 to 1; Council District 3)

4. **ORDINANCE NO. 24-2025/26**

An Ordinance To Change The Zoning Designation For The Property In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Maps As: 90159-02-015; And Other Matters Related Thereto. (Planning Commission Approved 9 to 0; Council District 7)

5. **ORDINANCE NO. 25-2025/26**

An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-082, 01012-01-102, 01012-01-103, 01012-01-104, 01012-01-105, 01012-01-106, 01012-01-107, 01012-01-108, 01012-01-109, 01012-01-110, 01012-01-112, 01012-01-115, 01012-01-127, 01012-01-129, 01012-01-137, 01012-01-139, 01012-01-142, 01012-01-146, 01012-01-148, 01012-01-150, 01012-01-152, 01012-01-154, 01012-01-173, 01012-01-174, 01012-01-175, 01012-01-176, 01012-01-177, 01012-01-178, 01012-01-179, 01012-01-180, 01012-01-181, 01012-01-182, 01012-01-183, 01012-01-184, 01012-01-185, 01012-01-186, 01012-01-187, 01012-01-188, 01012-01-189, 01012-01-190, 01012-01-191; And Other Matters Related Thereto. (Planning Commission Approved 9 to 0; Council District 7)

6. **ORDINANCE NO. 26-2025/26**

An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90158-07-001, 90158-07-002, 90158-07-003, 90158-07-004, 90158-07-005, 90158-07-006, 90158-07-007, 90158-07-008, 90158-07-009, 90158-07-010, 90158-07-011, 90158-07-012, 90158-07-013, 90158-07-015, 90159-01-001, 90159-01-002, 90159-01-003, 90159-01-004, 90159-01-005, 90159-01-006, 90159-01-007, 90159-01-008, 90159-01-009, 90159-01-010, 90159-01-011, 90159-01-012, 90159-01-013, 90159-02-001, 90159-02-002, 90159-02-003, 90159-02-004, 90159-02-005, 90159-02-006, 90159-02-007,

90159-02-008, 90159-02-009, 90159-02-010, 90159-02-011, 90159-02-012, 90159-02-016, 90159-02-017; And Other Matters Related Thereto. (Planning Commission Approved 9 to 0; Council District 7)

7. **ORDINANCE NO. 27-2025/26**
An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-245, 01012-01-246, 01012-01-247, 01012-01-248, 01012-01-249, 01012-01-250, 01012-01-251, 01012-01-252, 01012-01-253, 01012-01-254, 01012-01-255, 01012-01-256, 01012-01-257, 01012-01-258, 01012-01-259, 01012-01-260, 01012-01-261, 01012-01-262, 01012-01-271; And Other Matters Related Thereto (Planning Commission Approved 9 to 0; Council District 3)

8. **ORDINANCE NO. 28-2025/26**
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.

SECOND READING:

1. **ORDINANCE NO. 29-2025/26**
An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Variable Development District 2 And To Change The Zoning Designation From MR, Lower Density Mixed Residential District To RU-2, Rural Resource District For The Property Located Off Of S. Firetower Road And E. Palmetto Street, Florence, SC, As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 070; And Other Matters Related Thereto.(Planning Commission Approved 5 to 0; Council District 6)

2. **ORDINANCE NO. 30-2025/26**
An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Suburban Development District And To Change The Zoning Designation From Unzoned To R-2, Single-Family Residential District For The Property Located Off Of Arrowood Drive, Florence, SC, As Shown On Florence County Tax Map Number 01012, Block 01, Parcel 195; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 3)

3. **ORDINANCE NO. 31-2025/26**
An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-042, 01012-01-043, 01012-01-044, 01012-01-045, 01012-01-046, 01012-01-047, 01012-01-048, 01012-01-049, 01012-01-050, 01012-01-051, 01012-01-052, 01012-01-053, 01012-01-054, 01012-01-055, 01012-01-056, 01012-01-057, 01012-01-058, 01012-01-059, 01012-01-060, 01012-01-061, 01012-01-062, 01012-01-063, 01012-01-064, 01012-01-065, 01012-01-066, 01012-01-067, 01012-01-068, 01012-01-069, 01012-01-070, 01012-01-071, 01012-01-072, 01012-01-073, 01012-01-074, 01012-01-075, 01012-01-076, 01012-01-077, 01012-01-095, 01012-01-118, 01012-01-119, 01012-01-121, 01012-01-125, 01012-01-126; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council Districts 3, 9)

4. **ORDINANCE NO. 32-2025/26**
An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00100-01-050, 00100-01-060, 00100-01-061, 00100-01-101, 01012-01-038, 01012-01-040, 01012-01-078; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council Districts 3, 9)

5. **ORDINANCE NO. 33-2025/26**
An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00101-01-309, 00101-01-401, 00101-01-402; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 3)

6. **ORDINANCE NO. 34-2025/26**
An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90152-01-015, 90155-03-033, 90155-03-034, 90155-03-039, 90155-03-040, 90155-06-001, 90155-06-002, 90155-06-005, 90155-06-006; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7)

7. **ORDINANCE NO. 35-2025/26**
An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90155-03-001, 90155-03-002, 90155-03-003, 90155-03-004, 90155-03-005, 90155-03-006, 90155-03-007, 90155-03-008, 90155-03-009, 90155-03-010, 90155-03-011, 90155-03-012, 90155-03-013, 90155-03-014, 90155-03-015, 90155-03-016, 90155-03-017, 90155-03-018, 90155-03-019, 90155-03-020, 90155-03-021, 90155-03-022, 90155-03-024, 90155-03-025, 90155-03-026, 90155-03-027, 90155-03-028, 90155-03-038, 90155-04-001, 90155-04-002, 90155-04-003, 90155-04-004, 90155-04-005, 90155-04-006, 90155-04-007, 90155-04-008, 90155-04-009, 90155-04-010, 90155-04-011, 90155-04-012, 90155-04-013, 90155-04-014, 90155-04-015, 90155-04-016, 90155-04-017, 90155-04-018, 90155-04-019, 90155-04-020, 90155-04-022, 90155-05-001, 90155-05-002, 90155-05-003, 90155-05-004, 90155-05-005, 90155-05-006, 90155-05-007, 90155-05-008; And

Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7)

8. **ORDINANCE NO. 36-2025/26**
An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00180, Block 01, Parcel 003 Located at 797 E. Howe Springs Road, Florence, SC From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7)

9. **ORDINANCE NO. 37-2025/26**
An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Sec. 244. – Number Of Principal Buildings/Uses On A Lot. (Planning Commission Approved (5 to 0)

10. **ORDINANCE NO. 38-2025/26** ***(Deferral)***
An Ordinance To Create A Class Of Property Defined As A Chronic Nuisance Property, To Provide Certain Remedies Including Civil Fines, And Other Matters Related Thereto.

11. **ORDINANCE NO. 39-2025/26**
An Ordinance ~~To Amend The Provisions Of The Florence County Code Of Ordinances Relating To Taxation/Service Or User Fees/Uniform Service Charges, So As To Provide For The Continuation Of The County Road Maintenance Fund, The Recurring Imposition Of A Road Maintenance Fee, And The Use Of The Revenues Collected From The Road Maintenance Fee~~; To Provide Certain Findings With Respect To The Road Maintenance Fee Required By The South Carolina Supreme Court In Burns V. Greenville County Council.

12. **ORDINANCE NO. 40-2025/26**
An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding $12,000,000 Florence County Public Facilities Corporation

Installment Purchase Revenue Bonds (Capital Projects And Capital Reimbursements) Series 2026 By The Florence County Public Facilities Corporation In One Or More Series To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation, And Expansion Of County Facilities And To Reimburse The County For Certain Prior Capital Expenditures; Consenting To And Approving The Execution Of An Amended And Restated Base Lease Agreement By And Between Florence County, South Carolina, And The Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Second Amendment To Public Facilities Purchase And Occupancy Agreement By And Between Florence County, South Carolina And The Florence County Public Facilities Corporation; Consenting To The Form Of A Second Supplemental Trust Agreement To Be Entered Into By The Florence County Public Facilities Corporation And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing.

XIII. APPOINTMENTS TO BOARDS & COMMISSIONS:

1. **CITY-COUNTY MEMORIAL STADIUM COMMISSION**
   Council Is Requested To Approve The Appointment Of Mr. Ondrea Shabazz To Replace Mr. Pridgen, Made At The Florence City Council Meeting On December 8, 2025, To Serve On The City-County Memorial Stadium Commission. The Expiration Term Is November 30, 2030.

2. **PEE DEE MENTAL HEALTH CENTER BOARD**
   Council Is Requested To Approve The Reappointments Of The Following Individuals To Serve On The Pee Dee Mental Health Center Board With The Appropriate Expiration Terms: C. Rudy Gujardo, III (Seat 4), Frances Feagin (Seat 5), Dr. William "Bill" Hazelwood (Seat 8), And Joseph M. Bittle (Seat 7).

IVX. REPORTS TO COUNCIL:

A. ADMINISTRATION:

1. MONTHLY REPORTS

Monthly Financial Reports Are Provided To Council For The Fiscal Year 2026 Through November 30, 2025, As An Item For The Record.

2. DECLARATION OF SUPRLUS PROPERTY

Council Is Requested To Approve The Declaration Of One (1) 2021 Ford F-250 4x4 SuperCab XLT Truck As Surplus Property For Purchase By South Lynches Fire For $16,500.00.

3. LEASE AGREEMENT

Council Is Asked To Approve An Assignment Of The Lease Agreement Between MIT-RCF, LLC, (a/k/a Carbon Conversions) And Florence County, South Carolina For The Speculative Building Located In The Lake City Industrial Park To Phlex Tek, Of Berwyn, Pennsylvania.

B. PUBLIC WORKS:

BID NO. 17-25/26

Council To Award Bid No. 17-25/26, Underpass Concrete Cleaning Project To Tidy Cleaning Services, LLC, From Moncks Corner, SC To Be Funded From District 8 Infrastructure Funds ***(3 Compliant Bids).***

C. EMS/ PROCUREMENT:

PURCHASE OF STRYKER EQUIPMENT

Council Is Asked To Authorize The Use Of The Savvik Purchasing Cooperative To Purchase One (1) Stryker Power Pro 2 Stretcher And One (1) Stryker Power Land Stretcher Lift System For A New County Owned Ambulance To Be Utilized By The Pamplico Rescue Squad.

D. FIRE RESCUE:

CONTRACTUAL SERVICE AGREEMENT
Council Is Requested To Approve The Contractual Service Agreement Between Florence County And Life Safety Inspection Vault LLC, Upon Review By The County Attorney.

E. PROCUREMENT/ PARKS & RECREATION:

BID NO. 06-25/26
Council To Requested To Award Bid No. 06-25/26, Lynches River County Athletic Park River Access Expansion/Improvements To Gaster's Grading Company, Inc. Of Johnsonville, SC In The Amount Of $85,000.00 To Be Funded From Account 339-441-436400-509702-3581. ***(3 Compliant Bids).***

XV. OTHER BUSINESS:

INFRASTRUCTURE:

1. **COUNCIL DISTRICT 4**
   Council Is Requested To Approve Expenditures Of Not To Exceed Fifty Thousand Dollars ($50,000.00) From Council District 4 Infrastructure Funding Allocations For Community Development Program Enrichment Grant Match For The Demolition Of An Abandoned School Located At 104 North Kershaw Street, Timmonsville, SC 29161.

2. **PEE DEE COALITION**
   Council Is Asked To Approve The Expenditure Of Not To Exceed $20,000.00 From Council's Infrastructure Funding Allocations To Assist With The Funding Of Several Critical Projects For The Women And Children Emergency Safe Shelter.

4. **COUNCIL DISTRICT 5**
   Council Is Requested To Approve The Expenditure OF Up To to $22,000.00 from Council District 5 Infrastructure Funding

Allocation to replace an existing HVAC unit for the Lynches River County Park Community Building.

5. **COUNCIL DISTRICT 8**
   Council Is Requested To Approve The Expenditure Of Up To $25,000.00 From Council District 8 Infrastructure Funding Allocation To Sandblast And Paint Exterior Of The Lynches River County Park Community Building.

ROAD SYSTEM MAINTENANCE FEE (RSMF):

1. **SPIGNER ROAD**
   Council Is Requested To Approve The Expenditure Not To Exceed $4,185.00 From Council District 2 RSMF Funding Allocations To Place 135 Tons Of MBC Stone On Spigner Road.

2. **HOLLYBERRY LANE**
   Council Is Requested To Approve The Expenditure Not To Exceed $27,712.50 ($30.25 Per Ton) From Council District 4 RSMF Funding Allocations To Place 850 Tons Of MBC Stone On Hollyberry Lane.

XVI. EXECUTIVE SESSION:

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

XVII. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Minutes Of The December 11, 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 December 11, 2025, County Council meeting.

back to top

REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, DECEMBER 11, 2025, 9:00 A.M., COUNTY COMPLEX, 180 NORTH IRBY STREET, ROOM 803, FLORENCE SC, SOUTH CAROLINA

PRESENT:
C. William Schofield, Chairman
Jerry W. Yarborough, Jr., Vice-Chairman
Waymon Mumford, Secretary/Chaplain
Kent C. Caudle, Council Member
Stoney C. Moore, Council Member
Andrew Rodgers, Jr., Council Member
Willard Dorriety, Jr., Council Member
Jason M. Springs, Council Member
Dr. Alphonso Bradley, Council Member (Via Telephonically)
Kevin Yokim, County Administrator
D. Malloy McEachin, County Attorney
Hope M. Jones, Clerk to Council

ALSO PRESENT:
Jamie Floyd, Tax Assessor
Ashley Davison, Finance Director
Nathan Dawsey, Parks & Recreation Director
Shawn Brashear, Planning & Building & Code Enforcement Director
Shannon Munoz, Deputy Administrator of Administration
Steve Allen, Public Works Director
Chief Billy Dillon, Fire Chief
Chief Deputy Tommy Sullivan, Sheriff's Office
Andrew Stout, Museum Director
Scott Tanner, Deputy Administrator of Operations
Reggie Sanders, Director of GIS
Carleton Snow, Director of Information Technology
Deirdre Weaver-Currier, Post & Courier Editor

A notice of the regular meeting of the Florence County Council appeared in the December 9, 2025, edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the meeting Agenda were provided to members of the media, members of the public requesting copies, posted in the lobby of the County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, all branch libraries, and on the County's website (www.florenceco.org). The Council meeting was made available via live stream at www.florenceco.org.The video is archived on the County website.

DRAFT

CALL TO ORDER/INVOCATION/PLEDGE/WELCOME:
Chairman Schofield called the meeting to order, and Secretary/Chaplain Mumford provided the invocation, and Vice-Chairman Yarborough led the Pledge of Allegiance to the American Flag.

MINUTES OF THE NOVEMBER 20, 2025, REGULAR MEETING
Council Is Requested To Approve The Minutes Of The November 20, 2025, Regular Meeting Of The County Council. Vice-Chairman Yarborough made the motion and Councilman Rodgers seconded. The motion was approved by all the members present.

PUBLIC HEARINGS:
Council held a public hearing to receive public input with regard to the following:

ORDINANCE NO. 28-2025/26
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.

APPEARANCES:

RECOGNITION OF EMPLOYEES
Council Is Requested To Recognize The Employees Who Have Diligently Served The Citizens Of Florence County For 25, 30, And 35 Years In The Following Departments: The EMS Department, The Library, And The Facilities Department. Mr. Yokim, County Administrator, recognized and did the presentations.

COMMITTEE REPORTS:
City-County Conference Committee: Chairman Schofield gave an update. Chairman Schofield stated the Committee discussed Lights4Paws, Interstate Monument Signs, Interstate Lighting, Airport, Underpass Cleaning Projects, Memorial Stadium, and Aspen Institute.

RESOLUTIONS:

RESOLUTION NO. 36-2024/25 DEFERRED
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. 16-2025/26
The Clerk published the title of the Resolution. A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant To Section 2.02 Of

DRAFT

Ordinance 16-2023/24. Councilman Dorriety made the motion and Councilman Springs seconded. Mr. Yokim stated that 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 additional funds for two projects and funds for one new project, totaling $251,914.07 from CPST III-A. The motion was approved by all the members present.

RESOLUTION NO. 17-2025/26

The Clerk published the title of the Resolution. A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of One (1) Additional Participant And Establish Monthly Limits Of The Participant In The South Carolina Procurement Card Program. Councilman Moore made the motion and Vice-Chairman Yarborough seconded. Mr. Yokim stated that Resolution No. 5-2009/10 authorizing Florence County's participation in the South Carolina Procurement Card Program was adopted by Florence County Council on November 19, 2009. Increasing Florence County's participation in this Program will further reduce the County's exposure to a certain amount of financial risk by having open charge accounts at various vendors throughout the County, a necessity for many small purchases. Efficiencies currently experienced by the County's participation in this Program will increase with an increase in participation in this program. Since the inception of the County's participation in the Program, each procurement card has been used solely for official, authorized use, and each transaction has been reconciled timely and fully accounted for at all times in accordance with Section 1 of Resolution No. 5-2009/10. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

RESOLUTION NO. 18-2025/26

The Clerk published the title of the Resolution. A Resolution To Amend Sections 11.2D, 11.2G(1), And 11.2G(2) Of The Florence County Personnel Policy Manual Regarding Maximum Carryover Per Calendar Year And Payment Of Annual Leave Upon Separation From Employment. Vice-Chairman Yarborough made the motion and Councilman Dorriety seconded. Mr. Yokim stated that this change is being made to reflect the South Carolina Retirement System's policy allowing a lump-sum payment for unused annual leave not to exceed 45 days and the carryover not to exceed 45 days. Florence County desires to match the state's leave and carryover amounts. The amended sections will be effective with the next rollover of annual leave for the 2026 calendar year. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

DRAFT

ORDINANCES IN POSITION:

ORDINANCE NO. 71-2024/25 THIRD READING DEFERRED

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.

ORDINANCE NO. 18-2025/26 THIRD READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Downtown Development District And To Change The Zoning Designation From R-3 Single-Family Residential District To B-4 Central Commercial District For The Property Located Off Of W. Market Street, Timmonsville, SC, As Shown On Florence County Tax Map Number 70013, Block 09, Parcel 006; And Other Matters Related Thereto. (Planning Commission Approved 7 to 0; Council District 4). The motion was approved on the third reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 19-2025/26 THIRD READING

The Clerk published the title of the Ordinance. An Ordinance Authorizing The Enlargement Of The Joint County Industrial Park Between Florence County, South Carolina, And Darlington County, South Carolina; And Other Matters Related Thereto. Councilman Caudle made the motion and Councilman Springs seconded. The motion was approved on the third reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 20-2025/26 THIRD READING

The Clerk published the title of the Ordinance. An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu-Of-Tax Agreement By And Between [Project Splitshot], Formerly Identified As Project Splitshot (The "Company") And Florence County, South Carolina (The "County") To Provide For The Payment Of Certain Fees In Lieu Of Taxes, The Issuance Of Certain Special Source Revenue Credits, And Other Matters Related Thereto. Councilman Dorriety made the motion and Councilman Caudle seconded. Councilman Rodgers made the motion to amend the Ordinance on the second line after the word "Between" strike "Project Splitshot" and insert "PRET Advanced Materials, LLC" and in the appropriate places throughout the document. In the body of the ordinance, on item number 3, second sentence, after the word "It's" insert the word "Manufacturing". Councilman Dorriety seconded the motion to amend. The motion to amend on the third reading of the ordinance was approved by all the members present. The motion to approve the motion as amended on the third reading of the ordinance was approved by all the

DRAFT

members present. Councilman Bradley voted telephonically with a "YES" vote to both motions.

ORDINANCE NO. 22-2025/26 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina And Pearl Solar, LLC And Certain Affiliates, Thereby Replacing The 2020 Pearl Solar Fee Agreement; And Authorizing Other Related Matters. Councilman Caudle made the motion and Councilman Dorriety seconded. Mr. Yokim stated that the County Council adopted an inducement resolution on November 20, 2025, which identified certain proposed investments by Pearl Solar, LLC. The Company has represented that the Project will involve an investment of not less than $2,500,000 in the County, all within the Investment Period. The County has determined on the basis of the information supplied to it by the Company that the Project would serve the purposes of the FILOT Act. The motion was approved on the second reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 23-2025/26 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-079, 01012-01-080, 01012-01-081, 01012-01-083, 01012-01-149, 01012-01-194; And Other Matters Related Thereto. (Planning Commission Approved 8 to 1; Council District 3). Vice-Chairman Yarborough made the motion and Councilman Rodgers seconded. Mr. Yokim stated the recommended zoning for these properties is B-3, General Commercial District. This request is made by Florence County and recommended by the Planning Commission. The subject properties are unzoned with vacant, residential, and commercial uses. The surrounding properties are either unzoned, B-3, or City of Florence zoning. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing. The motion was approved on the second reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

DRAFT

ORDINANCE NO. 24-2025/26 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For The Property In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Maps As: 90159-02-015; And Other Matters Related Thereto. (Planning Commission Approved 9 to 0; Council District 7). Councilman Moore made the motion and Councilman Rodgers seconded. Mr. Yokim stated that this is the same as the previous ordinance, but the zoning for this property is CMU, Commercial Mixed-Use District. The motion was approved on the second reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 25-2025/26 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-082, 01012-01-102, 01012-01-103, 01012-01-104, 01012-01-105, 01012-01-106, 01012-01-107, 01012-01-108, 01012-01-109, 01012-01-110, 01012-01-112, 01012-01-115, 01012-01-127, 01012-01-129, 01012-01-137, 01012-01-139, 01012-01-142, 01012-01-146, 01012-01-148, 01012-01-150, 01012-01-152, 01012-01-154, 01012-01-173, 01012-01-174, 01012-01-175, 01012-01-176, 01012-01-177, 01012-01-178, 01012-01-179, 01012-01-180, 01012-01-181, 01012-01-182, 01012-01-183, 01012-01-184, 01012-01-185, 01012-01-186, 01012-01-187, 01012-01-188, 01012-01-189, 01012-01-190, 01012-01-191; And Other Matters Related Thereto. (Planning Commission Approved 9 to 0; Council District 7). Councilman Caudle made the motion and Councilman Rodgers seconded. Mr. Yokim stated that this is the third ordinance for this zoning, and the recommendation for these properties is R-2, Single-Family Residential District. The motion was approved on the second reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 26-2025/26 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90158-07-001, 90158-07-002, 90158-07-003, 90158-07-004, 90158-07-005, 90158-07-006, 90158-07-007, 90158-07-008, 90158-07-009, 90158-07-010, 90158-07-011, 90158-07-012, 90158-07-013, 90158-07-015, 90159-01-001, 90159-01-002, 90159-01-003, 90159-01-004, 90159-01-005, 90159-01-006, 90159-01-007, 90159-01-008, 90159-01-009, 90159-01-010, 90159-01-011, 90159-01-012, 90159-01-013, 90159-02-001, 90159-02-002, 90159-02-003, 90159-02-004, 90159-02-005, 90159-02-006, 90159-02-007, 90159-02-008, 90159-02-009, 90159-02-010, 90159-02-011, 90159-02-012, 90159-02-016, 90159-02-017; And Other Matters Related Thereto.

DRAFT

(Planning Commission Approved 9 to 0; Council District 7). Councilman Springs made the motion and Councilman Moore seconded. Mr. Yokim stated that this is the fourth out of five ordinances, and the recommendation for these properties is R-2, Single-Family Residential District. The motion was approved on the second reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 27-2025/26 SECOND READING

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-245, 01012-01-246, 01012-01-247, 01012-01-248, 01012-01-249, 01012-01-250, 01012-01-251, 01012-01-252, 01012-01-253, 01012-01-254, 01012-01-255, 01012-01-256, 01012-01-257, 01012-01-258, 01012-01-259, 01012-01-260, 01012-01-261, 01012-01-262, 01012-01-271; And Other Matters Related Thereto (Planning Commission Approved 9 to 0; Council District 3). Vice-Chairman Yarborough made the motion and Councilman Bradley seconded. Mr. Yokim stated that this is the fifth ordinance, and the recommendation for these properties is R-5A, Multi-Family Residential District. The motion was approved on the second reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 28-2025/26 SECOND READING

The Clerk published the title of the Ordinance. 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. Vice-Chairman Yarborough made the motion and Councilman Springs seconded. Mr. Yokim stated that Project Splitshot has obtained certain land in Florence County. The County and Williamsburg County desire to include certain property owned, to be owned, or to be leased by Project Splitshot. The County desires to expand the boundaries of the Park and amend the Agreement to include the Project by an amendment to the Agreement. The motion was approved on the second reading of the ordinance by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ORDINANCE NO. 29-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Variable Development District 2 And To Change The Zoning Designation From MR, Lower Density Mixed Residential District To RU-2, Rural Resource District For The Property Located Off Of S. Firetower Road And E. Palmetto Street, Florence, SC, As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 070; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 6)

DRAFT

ORDINANCE NO. 30-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Suburban Development District And To Change The Zoning Designation From Unzoned To R-2, Single-Family Residential District For The Property Located Off Of Arrowood Drive, Florence, SC, As Shown On Florence County Tax Map Number 01012, Block 01, Parcel 195; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 3)

ORDINANCE NO. 31-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-042, 01012-01-043, 01012-01-044, 01012-01-045, 01012-01-046, 01012-01-047, 01012-01-048, 01012-01-049, 01012-01-050, 01012-01-051, 01012-01-052, 01012-01-053, 01012-01-054, 01012-01-055, 01012-01-056, 01012-01-057, 01012-01-058, 01012-01-059, 01012-01-060, 01012-01-061, 01012-01-062, 01012-01-063, 01012-01-064, 01012-01-065, 01012-01-066, 01012-01-067, 01012-01-068, 01012-01-069, 01012-01-070, 01012-01-071, 01012-01-072, 01012-01-073, 01012-01-074, 01012-01-075, 01012-01-076, 01012-01-077, 01012-01-095, 01012-01-118, 01012-01-119, 01012-01-121, 01012-01-125, 01012-01-126; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 3, 9)

ORDINANCE NO. 32-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00100-01-050, 00100-01-060, 00100-01-061, 00100-01-101, 01012-01-038, 01012-01-040, 01012-01-078; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 3, 9)

ORDINANCE NO. 33-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00101-01-309, 00101-01-401, 00101-01-402; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 3)

ORDINANCE NO. 34-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90152-01-015, 90155-03-033, 90155-03-034, 90155-03-

DRAFT

039, 90155-03-040, 90155-06-001, 90155-06-002, 90155-06-005, 90155-06-006; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7)

ORDINANCE NO. 35-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90155-03-001, 90155-03-002, 90155-03-003, 90155-03-004, 90155-03-005, 90155-03-006, 90155-03-007, 90155-03-008, 90155-03-009, 90155-03-010, 90155-03-011, 90155-03-012, 90155-03-013, 90155-03-014, 90155-03-015, 90155-03-016, 90155-03-017, 90155-03-018, 90155-03-019, 90155-03-020, 90155-03-021, 90155-03-022, 90155-03-024, 90155-03-025, 90155-03-026, 90155-03-027, 90155-03-028, 90155-03-038, 90155-04-001, 90155-04-002, 90155-04-003, 90155-04-004, 90155-04-005, 90155-04-006, 90155-04-007, 90155-04-008, 90155-04-009, 90155-04-010, 90155-04-011, 90155-04-012, 90155-04-013, 90155-04-014, 90155-04-015, 90155-04-016, 90155-04-017, 90155-04-018, 90155-04-019, 90155-04-020, 90155-04-022, 90155-05-001, 90155-05-002, 90155-05-003, 90155-05-004, 90155-05-005, 90155-05-006, 90155-05-007, 90155-05-008; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7)

ORDINANCE NO. 36-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00180, Block 01, Parcel 003 Located at 797 E. Howe Springs Road, Florence, SC From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto. (Planning Commission Approved 5 to 0; Council District 7)

ORDINANCE NO. 37-2025/26 INTRODUCTION

The Clerk published the title of the Ordinance. An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Sec. 244. – Number Of Principal Buildings/Uses On A Lot. (Planning Commission Approved (5 to 0)

ORDINANCE NO. 38-2025/26 *(By Title Only)* **INTRODUCTION**

The Clerk published the title of the Ordinance. An Ordinance To Create A Class Of Property Defined As A Chronic Nuisance Property, To Provide Certain Remedies Including Civil Fines, And Other Matters Related Thereto.

ORDINANCE NO. 39-2025/26 *(By Title Only)* **INTRODUCTION**

The Clerk published the title of the Ordinance. An Ordinance To Amend The Provisions Of The Florence County Code Of Ordinances Relating To Taxation/Service Or User

DRAFT

Fees/Uniform Service Charges, So As To Provide For The Continuation Of The County Road Maintenance Fund, The Recurring Imposition Of A Road Maintenance Fee, And The Use Of The Revenues Collected From The Road Maintenance Fee; To Provide Certain Findings With Respect To The Road Maintenance Fee Required By The South Carolina Supreme Court In Burns V. Greenville County Council.

ORDINANCE NO. 40-2025/26*(By Title Only)* **INTRODUCTION**

The Clerk published the title of the Ordinance. An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding $12,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Capital Projects And Capital Reimbursements) Series 2026 By The Florence County Public Facilities Corporation In One Or More Series To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation, And Expansion Of County Facilities And To Reimburse The County For Certain Prior Capital Expenditures; Consenting To And Approving The Execution Of An Amended And Restated Base Lease Agreement By And Between Florence County, South Carolina, And The Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Second Amendment To Public Facilities Purchase And Occupancy Agreement By And Between Florence County, South Carolina And The Florence County Public Facilities Corporation; Consenting To The Form Of A Second Supplemental Trust Agreement To Be Entered Into By The Florence County Public Facilities Corporation And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing.

Chairman Schofield declared the ordinances introduced.

APPOINTMENTS TO BOARDS & COMMISSIONS:

CITY-COUNTY CIVIC CENTER

Council Is Requested To Approve The Appointment Of Linda Free To Serve On The City-County Civic Center Commission With The Appropriate Expiration Term. Vice-Chairman Yarborough made the motion and Councilman Rodgers seconded. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

REPORTS TO COUNCIL:

Mr. Yokim provided updates on projects.

DRAFT

CPST III:
District 1 – Construction is underway for Miles, Red, Joy, Gracelyn & Donald Roads, while Calvin Street and Maxie Thomas Road were added via change order with Council's approval. Bid 13-25/26 was approved in October, and rocking construction is underway on the following roads: Beaumont, McElveen Cut Ave., Red Wing Ln., W. Oshay, Dublin, Wilson, S. Locklair, Margie Ln., Garris, Dory, Candice, and Clover Hill. Quantities are being developed for Wallace St. This will occur in the 2026 paving year.
District 2 – All District 2 CPST III projects are complete.
District 3 – The remaining projects are currently being reviewed and scheduled for future delivery by Davis & Floyd.
District 4 - The Deer Road water line extension is almost complete.
District 5 – Bid 51-24/25 includes four dirt-to-pave roads currently under construction: Eagerton, Park, Kerris Lane, and Karisma Rd. Completed roads consist of Hemlock, Rainbow, Baldwin, Mary, Johnnie Lee Rd., Truman Rd., E. Smallwood Rd., Java Rd, and Wiley Rd.
District 6 –Construction for Swamp Fox Dr., and Jamestown Road (including Jamestown Cemetery Road portion) is underway.
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 are almost complete with punch list items remaining. The Oakland Avenue sidewalk project is in construction document phase and drainage design is advancing. Resurfacing is complete for the following roads: Lazy Ln, Regent St, Chancery Ln, Drury Ln, and York Dr.
District 8 – Projects are being scheduled for future delivery.
District 9 – Bid 56-24/25 was approved by Council in July, and construction is almost complete for resurfacing the following roads: Bryson Dr., Coventry Ln., Left Bank Dr., Mockingbird Cir., Lakeshore Dr., and Parkland Dr.

Other CPST III Construction Projects:
CPSTIII Timmonsville: A Change Order was made to Bid 40-24/25 to resurface N. Warren, Hill, and E. New Streets. These three are almost complete. Bid 47-23/24 - resurfacing Main and Vanda Streets is complete. The remaining projects are being scheduled for future delivery.

CPST III-A:
District 1 – N. Floyd (to fire station) & Hagan are complete. The remaining portion of N. Floyd is on the agenda for council approval via resolution and change order.
District 2 - E. First Avenue was approved via Resolution 48-24/25 in May. The remainder of First Ave will be bid in the next paving season due to the number of roads the construction companies must complete first.
District 4 - Sparks will be added to an existing bid via change order for December's Council approval.

DRAFT

District 5 – Bid 10-25/26 is under construction and consists of the following roads: S. Railroad Avenue, Branch Rd., and Hewitt Cemetery Rd. East Industrial Park Blvd. was added via resolution at the November Council meeting.
District 6 - Dempsy was bid with several other roads in September.
District 7 – Construction on McMillan Lane and Quail Arbor Circle has begun. Tara Village drainage improvements are being reviewed by engineers. E. Siesta Drive's scope may be reduced since piping, and a portion of paving has occurred. The engineers are clarifying the new scope.
District 8 – Projects are being reviewed for future delivery.
District 9 – Bid 56-24/25 was approved in July, and construction has begun on Parkland Dr.
Montclair Way: The project is currently on hold until we determine how to move forward with the title issue. The SCDOT Encroachment Permit has been approved. Nesbit completed the Right-Of-Way survey plat & Malloy is working on the Right-Of-Way document. USACE approval has been granted. Alliance updated its design to include a traffic signal.
Municipal projects for Johnsonville, Scranton, Coward, and Pamplico are currently being reimbursed as invoices are received.
According to CPST III Engineer Todd Warren, 229 of 346 Road District projects have been completed, and 63 additional roads are under construction.

Departments:
Operations:
Browntown:
• Applying for a grant of $205,000 through SC Conservation Bank for further development. Most likely will be included in the grant cycle closing January 31. The County did receive the grant.
• It may be necessary to place property under a conservation easement to gain the support of the Pee Dee Land Trust and to enhance competitiveness in Conservation Grant opportunities.
• The county has also applied for SCDAH Historical Preservation Planning Grant, award notification on that grant is expected at any time.
Landfill Fund:
• Working with Administrator and Public Works Director on solutions for rising costs associated with Manned Convenience Center sites and waste disposal.
• Exploring options such as curbside and/or cutting hours of operation at Manned Convenience Center sites.
Public Works:
• Coordinated with Todd Floyd and Tenae Reaves to rename "Environmental Services" to "Animal Services" and update all position job descriptions and titles to reflect the reorganization of that division**.**
InformationTechnology:

DRAFT

Security:

- Our Intrusion Prevention System blocked 245,820 attacks in November.

Parks & Recreation:

Penny Sales Tax Projects:

- Timmonsville Park – Renovation & New Football Field is complete. Concession Stand –Construction has started (80%).
- Lights4Paws- Is currently open until December 23rd. (Monday & Tuesday it is closed).

EMS:

- Thanksgiving week 2025; Johnsonville Rescue had one shift with only BLS coverage and on another date, they had no one scheduled to work. This in turn puts more stress on the Florence County EMS units covering the calls not handled by the Rescue Squads.

Veterans Affairs:

- Since January 1, 2025, the office has served veterans from 17 other counties, including two counties in North Carolina.

MONTHLY REPORTS

Monthly Financial Reports Are Provided To Council For The Fiscal Year 2026 Through October 31, 2025, As An Item For The Record.

2026 ANNUAL CALENDAR

Council Is Asked To Approve The 2026 Annual Calendar Of Meeting Dates And Official County Holidays. Councilman Springs made the motion and Councilman Dorriety seconded. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

CHANGE ORDER FOR BID NO. 40-24/25

Council Is Asked To Approve Change Order Number Two For Bid No. 40-24/25 With Palmetto Corp Of Conway, Inc. In The Amount Of $197,048.07 To Include Sparks Street To Be Funded From District 4 CPST III-A Appropriated Funds. Vice-Chairman Yarborough made the motion and Councilman Dorriety seconded. Mr. Yokim stated that the original contract with Palmetto · Corp was approved by Council on March 20, 2025, for $1,987,347.09. The first change order was approved by Council on September 18, 2025 for $717,179.94 for roads in Timmonsville. This change order will require Council approval since it exceeds 20% of the original contract amount plus the first change order. The total contract price with this change order would be $2,901,575.10. The contractor has maintained his original unit pricing. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

CHANGE ORDER FOR BID NO. 33-24/25

Council Is Asked To Approve Change Order Three For Bid No. 33-24/25 With Chipley Company In The Amount Of $119,866 To Include N. Floyd Road Extension For District

DRAFT

1 To Be Funded From CPST III-A Funds. Vice-Chairman Yarborough made the motion and Councilman Dorriety seconded. Mr. Yokim stated that the original contract with Chipley Company for District 1 road improvements was approved by Council on February 20, 2025, for $1,212,985.60. On August 7, 2025, a change order adding Calvin Street at a cost of $102,052 was added to the contract. This did not require council approval since it was under 20% of the original contract amount. Therefore, this increased the contract to $1,315,037.60. Then Council approved a change order on August 21, 2025, in the amount of $429,009.20 for Maxie Thomas Road. The total contract price with all change orders would be $1,863,912.80. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

ENGINEERING PROFESSIONAL SERVICES

Council Is Requested To Approve The Proposal With Davis & Floyd For Engineering Professional Services In The Amount Of $50,000 To Be Funded From CTC Grant Funds For The Gulledge Road Dirt-To-Pave Project And For The County Administrator To Execute An Agreement. Councilman Rodgers made the motion and Vice-Chairman Yarborough seconded. Mr. Yokim stated that Davis & Floyd is on the On-Call List of engineering firms approved by Council. Florence County was awarded $600,000 of CTC funds for the dirt to pave Gulledge Road project. Council approval includes authorization for the County Administrator to execute all associated documents and contract agreements to proceed, pending County Attorney review and approval. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

BID NO. 14-25/26

Council Is Requested To Award Bid No. 14-25/26, Paving, Patching, And Resurfacing Of Chantz Ct. In The Vintage Place Subdivision In District 3 To Campbell Pavement Specialties, Inc. Of Sumter, SC In The Amount Of $97,209.00 To Be Funded From District 3 Infrastructure Funding. (***6 Compliant Bids).*** Councilman Dorriety made the motion and Councilman Bradley seconded. Mr. Yokim stated that the Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on October 3, 2025. The bid opening was held on October 17, 2025. Six (6) bids were received; Six (6) bids were compliant. Campbell Pavement Specialties, Inc. is the lowest responsible, responsive bidder. Steven H. Allen, Public Works Director, recommends awarding Campbell Pavement Specialties, Inc. The bid expires January 17, 2026. The bid was approved at Council's meeting last month but the funding source was incorrect. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

OTHER BUSINESS:

COUNCIL DISTRICT 2

Council Is Requested To Approve The Expenditure Of Not To Exceed $4,888.00 From Council District 2 Infrastructure Funding Allocations To Assist The Johnsonville Fire

DRAFT

Department With The Completion Of The Concrete Pad For The Utility Building. Councilman Rodgers made the motion and Councilman Caudle seconded. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

EXECUTIVE SESSION:

Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss A Legal Matter. Vice-Chairman Yarborough made the motion and Councilman Springs seconded. The motion was approved by all the members present. Councilman Bradley voted telephonically with a "YES" vote.

Council went into an executive session at 9:47 AM
Council reconvened at 10:18 AM
The Chairman stated no action was taken in executive session.

ADJOURN:

There being no further business to come before Council, the Chair will entertain a motion to adjourn. Councilman Dorriety made the motion to adjourn, and Councilman Springs seconded, which was approved unanimously.

COUNCIL MEETING ADJOURNED AT 10:18 A.M.

WAYMON MUMFORD	**HOPE M. JONES**
SECRETARY-CHAPLAIN	**CLERK TO COUNCIL**

DRAFT

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

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. 22-2025/26
An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina And Pearl Solar, LLC And Certain Affiliates, Thereby Replacing The 2020 Pearl Solar Fee Agreement; And Authorizing Other Related Matters.

ORDINANCE NO. 38-2025/26(Deferral)
An Ordinance To Create A Class Of Property Defined As A Chronic Nuisance Property, To Provide Certain Remedies Including Civil Fines, And Other Matters Related Thereto.

ORDINANCE NO. 39-2025/26
An Ordinance To Amend The Provisions Of The Florence County Code Of Ordinances Relating To Taxation/Service Or User Fees/Uniform Service Charges, So As To Provide For The Continuation Of The County Road Maintenance Fund, The Recurring Imposition Of A Road Maintenance Fee, And The Use Of The Revenues Collected From The Road Maintenance Fee; To Provide Certain Findings With Respect To The Road Maintenance Fee Required By The South Carolina Supreme Court In Burns V. Greenville County Council.

ORDINANCE NO. 40-2025/26
An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding $12,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Capital Projects And Capital Reimbursements) Series 2026 By The Florence County Public Facilities Corporation In One Or More Series To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation And Expansion Of County Facilities And To Reimburse The County For Certain Prior Capital Expenditures; Consenting To And Approving The Execution Of An Amended And Restated Base Lease Agreement By And Between Florence County, South Carolina, And The Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Second Amendment To Public Facilities Purchase And Occupancy Agreement By And Between Florence County, South Carolina And The Florence County Public Facilities Corporation; Consenting To The Form Of A Second Supplemental Trust Agreement To Be Entered Into By The Florence County Public Facilities Corporation, And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other

Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing.

back to top

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Appearances

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Ms. Sharee Fortune-Burgess And Ms. Tracey Belcher Request To Appear Before Council To Introduce The New Services The Organization Provides Through Their SRP (Soft Re-Entry Program).

ATTACHMENTS:
A copy of the email.

back to top

Hope M. Jones

From: Sharee Fortune -Burgess <sfortuneburgess@ctc.care>
Sent: Thursday, December 4, 2025 12:14 PM
To: Hope M. Jones
Subject: Fw: Please place us on the Agenda for Jan 15,2026 Thank you.

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

crossroads

TOP WORK PLACES 2025 2024

Sharee Fortune -Burgess
SC Certified Recovery Specialist

From: Sharee Fortune -Burgess <sfortuneburgess@ctc.care>
Sent: Thursday, December 4, 2025 12:11 PM
To: hjones@florencecounty.sc.gov <hjones@florencecounty.sc.gov>
Cc: Tracey Belcher <tbelcher@ctc.care>
Subject: Please place us on the Agenda for Jan 15,2026 Thank you.

Our Program Director and I would like to present and answer any questions regard our new SRP Program.

Hello and Good Day,
My name is Sharee Fortune -Burgess, and I am part of the Peer Support Services Team here at Crossroads Florence under supervision of Tracey Belcher. The purpose of this email is to briefly introduce the new services we provide *specifically* to individuals with law enforcement involvement through our SRP (Soft Re-Entry Program). I can be reached on 843-673-9339 Ext 29. If at all possible, we would like to appear before the city council for a 5-minute presentation so that you all can put a face to the names.

Our Peer Support Team will aim to;

*Support Individuals as they integrate back into society
*Guide them in becoming a productive member in their own life
*Help individuals build coping skills and Recovery Tools as they stabilize in treatment
*Connect Individuals to essential resources needed to maintain their treatment at Crossroads and other entities outside of Crossroads that they are required to attend

As a Recovery Specialist, but more importantly, a person with lived experience in Substance Abuse and Recovery, I can attest to the fact that having both direction and connection can mean all the difference in a person's life when they are released from incarceration, (including "rehab"). WE are in Florence, SC with offices in Darlington SC and surrounding areas as well. Our services are low-cost, and scholarships *are* available. Please consider us as part of the appropriate individual's resources whether they're pre-release, post-release or currently housed at this time. Thank you for your time and remember, " Together, we Inspire "

This message, together with any associated files, is confidential and is intended only for the use of the addressee(s). If you are not the intended recipient, you must not disseminate, copy, distribute, or use the information contained in this message, or any files associated with this message, as this is strictly prohibited and may be illegal. If you have received this message in error, please notify the sender and delete it from your system. Crossroads Treatment Centers accepts no liability for the content of this email, or for the consequences of any actions taken on the basis of the information provided. If you are not the intended recipient, be aware that disclosing, copying, distributing or taking any action in reliance on the contents of this information is prohibited. Any views or opinions expressed by an individual within this email are the views and opinions of that individual unless expressed to be otherwise and do not necessarily reflect the views or opinions of Crossroads Treatment Centers. Crossroads Treatment Centers does not accept liability arising in any way from relying upon such views or opinions

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Appearances

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Don Strickland, Executive Director of PDRTA, And Mary Morookian, Transit Planner of Kimley Horn, Request To Appear To Present A Summary Of The Final Report To Council From The Transit Study Consultants, Kimley Horn.

ATTACHMENTS:
A copy of the email.

back to top

Hope M. Jones

From: Don Strickland <Dstrickland@pdrta.org>
Sent: Monday, December 22, 2025 10:22 AM
To: Hope M. Jones; Hope M. Jones
Cc: Ethan Brown; Caroline Dunlap; Rachel McMillian; Morookian, Mary Kate
Subject: Florence County Presentation Request

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

Good morning, Mrs. Jones,

Hope you are doing well. I just got off a call with FLATS and our Transit Study Consultants, Kimley Horn. If possible, we would like to present a summary of the final report to the council on the January 15th agenda. As you know this project was made possible by Florence County and we wanted to highlight the great work that Mary Kate Morookian and her team did.

Please let us know if you can include us on the agenda.

Thanks, and Merry Christmas!!

Don Strickland | Executive Director | 843-519-0886
Pee Dee Regional Transportation Authority | 313 S. Stadium Rd. | Florence, SC 29506



Follow Us! PDRTA.org | LinkedIn | Facebook | Instagram
CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

FLORENCE COUNTY COUNCIL MEETING

JANUARY 15, 2026

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.

back to top

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
JANUARY 15, 2026

AGENDA ITEM: Resolution No. 19-2025/26

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[A Resolution Authorizing An Amendment To The Agreement Governing The Darlington-Florence Industrial Park To Include Additional Properties In The Park.]

POINTS TO CONSIDER:

1. Florence County and Darlington County are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties.
2. The terms and conditions of the Park are set forth in that certain Agreement Governing the Darlington-Florence Industrial Park dated April 21, 2016.
3. The County desires to consent to an amendment to the Park Agreement to provide for additional property to be added to the Park Agreement.
4. The County desires that the amendment to the Park Agreement be effected through an Amendment to the Agreement Governing the Darlington-Florence Industrial Park.

OPTIONS:

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

ATTACHMENTS:
A copy of the proposed Resolution.

back to top

Sponsor(s)	: Economic Development
Adopted	: January 15, 2026
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

STATE OF SOUTH CAROLINA)
) Resolution No. 19-2025/26
COUNTY OF FLORENCE)

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT GOVERNING THE DARLINGTON- FLORENCE INDUSTRIAL PARK TO INCLUDE ADDITIONAL PROPERTIES IN THE PARK.

WHEREAS, Florence County, South Carolina (the "County") and Darlington County, South Carolina (jointly the "Partner Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Partner Counties by providing employment and other benefits to the citizens, the Partner Counties have jointly developed an industrial and business park (the "Park") consisting of certain property located within the Partner Counties, as provided by the Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"); and

WHEREAS, the terms and conditions of the Park are set forth in that certain Agreement Governing the Darlington-Florence Industrial Park dated as of April 21, 2016 (as amended, modified, and supplemented, collectively, the "Park Agreement"); and

WHEREAS, the County, acting by and through its County Council (the "County Council"), desires to consent to an amendment to the Park Agreement to provide for additional property to be added to the Park Agreement and subject to the benefits thereof; and

WHEREAS, the County desires that the amendment to the Park Agreement be effected through an Amendment to the Agreement Governing the Darlington-Florence Industrial Park, in substantially the forms provided to the County Council (the "Amendment").

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

Section 1. The Partner Counties have amended the Park Agreement on prior occasions and are hereby authorized to further amend the Agreement so as to expand the premises of the Park located within Darlington County. Attached hereto as Exhibit A is the Amendment outlining the expansion of the premises of the Park within Darlington County to be added to the Park Agreement. All properties previously specified for inclusion in the Park shall remain as such as if set forth herein verbatim. The form, terms, and provisions of the Amendment are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amendment were set out in this Resolution in its entirety. The Amendment and expansion of the Park shall become effective upon the

DRAFT

execution and delivery of this Resolution and an ordinance of the Darlington County Council consenting to such amendment and expansion.

Section 2. The County Council acknowledges that the Park Agreement is in effect as of the date hereof and hereby ratifies each of the prior amendments and extensions to the Park Agreement.

Section 3. This Resolution shall be effective immediately upon approval at a duly called meeting of the County Council.

[Remainder of the page intentionally left blank]

DRAFT

APPROVED AND ADOPTED in a meeting this ____ day of _____, 2025.

FLORENCE COUNTY, SOUTH CAROLINA

By:_____
Name: C. William Schofield
Title: Chairman, Florence County Council

(SEAL)

ATTEST:

By:_____
Name: Hope Jones
Title: Clerk to Florence County Council

Approved as to form and content:

_____
D. Malloy McEachin, Jr.
Florence County Attorney

DRAFT

EXHIBIT A

AMENDMENT TO AGREEMENT GOVERNING THE DARLINGTON-FLORENCE INDUSTRIAL PARK TO INCLUDE THROWBACK SOLAR, LLC PROPERTIES

DRAFT

FLORENCE COUNTY COUNCIL MEETING
January 15, 2026

AGENDA ITEM: Resolution No. 20-2025/26

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
A Resolution Authorizing Approval To Transfer CPSTIII Funds Pursuant To Section 3.8 (2) of Ordinance 31-2019/20 From General County Projects- Recreation: Reclaiming And Paving Of Roads And Parking Lots At Lynches River County Park To General County Infrastructure - Improvements To Dewitt Bluff Landing Great Pee Dee River $30,000, And Resurfacing Of Playground, Track, And Basketball Courts And Drainage Improvements At Spaulding Heights $10,000, Due To Cost Overruns And Approval To Transfer CPSTIII Upgrades To South Lynches FD Station 6 And Station 7 Funds Totaling $7,970.97 To South Lynches FD Station 2.

POINTS TO CONSIDER:

1. Florence County adopted Ordinance 31-2019/20 on July 16, 2020.

2. Any proceeds of the Bonds allocated to any of the Projects described in Sections I through III of the Project List remaining after such Project is complete shall be applied, to the extent necessary, to any other Project described in Sections I through III of the Project List for which funding is inadequate due to cost overruns. Allocation of Bond proceeds to Projects with cost overruns shall be in the sole discretion of Council, and shall be made from time to time by Resolution of Council.

3. This resolution approves the transfer of funds from one recreation project totaling $40,000, to two recreation projects with cost overruns, and transfers funds totaling $7,970.97, from South Lynches FD Station Improvements to one existing South Lynches FD Station 2.

OPTIONS:

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

ATTACHMENTS:

1. Proposed Resolution 20-2025/26
2. Ordinance 31-2019/20

back to top

Sponsor(s)/Department	Administration
Adopted:	January 15, 2026
Committee Referral	N/A
Committee Consideration Date	N/A
Committee Recommendation	N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 20-2025/26

(A Resolution Authorizing Approval To Transfer CPSTIII Funds Pursuant To Section 3.8 (2) of Ordinance 31-2019/20 From General County Projects- Recreation: Reclaiming And Paving Of Roads And Parking Lots At Lynches River County Park To General County Infrastructure - Improvements To Dewitt Bluff Landing Great Pee Dee River $30,000, And Resurfacing Of Playground, Track, And Basketball Courts And Drainage Improvements At Spaulding Heights $10,000, Due To Cost Overruns And Approval To Transfer CPSTIII Upgrades To South Lynches FD Station 6 And Station 7 Funds Totaling $7,970.97 To South Lynches FD Station 2.)

WHEREAS:

1. Florence County adopted Ordinance 31-2019/20 on July 16, 2020;

2. Any proceeds of the Bonds allocated to any of the Projects described in Sections I through III of the Project List remaining after such Project is complete shall be applied, to the extent necessary, to any other Project described in Sections I through III of the Project List for which funding is inadequate due to cost overruns. Allocation of Bond proceeds to Projects with cost overruns shall be in the sole discretion of Council, and shall be made from time to time by Resolution of Council; and

3. This resolution approves the transfer of funds totaling $40,000 from one completed project to the Dewitt's Bluff Landing and Spaulding Heights projects that have cost overruns.

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT: Florence County Council hereby approves the $47,970.97 transfer of funds between the projects mentioned above.

ATTEST:

_____
Hope M. Jones, Council Clerk

SIGNED:

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

Sponsor(s)	: County Council
First Reading	: June 18, 2020
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Public Hearing	: July 7, 2020
Second Reading	: July 7, 2020
Third Reading	: July 16, 2020
Effective Date	: Immediately

I, Connie Y. Haselden, Clerk to Council, certify that this Ordinance was advertised for Public Hearing on 6/19/2020

ORDINANCE NO. 31-2019/20

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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.

BE IT ENACTED BY FLORENCE COUNTY COUNCIL, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

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

(a) Pursuant to the Capital Project Sales Tax Act, codified as §4-10-300 *et. seq.*, Code of Laws of South Carolina, 1976, as amended (the "Act") the Council may impose a one percent sales and use tax (the "Tax"), subject to a referendum, within the County for specific purposes and for a limited amount of time.

(b) The Council is authorized pursuant to §4-10-320 of the Act to create a commission for the purpose of considering proposals for funding capital projects within the County and formulating a question to appear on the ballot. Pursuant to a resolution adopted by the Council on October 17, 2019, the Florence County Capital Project Sales Tax Commission (the "Commission") was created for the purpose of considering proposals for funding capital projects and the formulation of a referendum question. Members of the Commission were appointed in accordance with the provisions of §4-10-320 of the Act.

(c) The Commission has considered proposals for funding capital projects within the County and has approved and delivered to the Council a referendum question (the " Question") to appear on the ballot (the "Ballot") for a referendum to be held in the County on November 3, 2020 (the "Referendum"), which Ballot, including the Question, is attached to this Ordinance as Exhibit A. The Question sets forth certain projects and facilities (the "Projects") and the estimated costs of the Projects and sets forth the maximum time for which the Tax shall be imposed.

(d) The Commission has further received a recommendation from the County's financial advisor and County administration that the Question also include the issuance of general obligation bonds of the County in an amount not to exceed $120,000,000 (the "Bonds") to defray a portion of the costs of the Projects, all pursuant to §4-10-330 (D) of the Act.

(e) The Council finds that the imposition of the Tax will serve a public purpose, provide funding for the design, engineering construction and improvement of the Projects, as well as facilitate economic development, promote public health and safety, promote desirable living conditions, and meet present and future needs of the County and its residents.

(f) The Council has determined to order the holding of the Referendum for the purpose of submitting to the qualified electors of the County the question of the imposition of the Tax pursuant to the Question and the issuance of the Bonds.

(g) There is presently imposed in the County a sales and use tax pursuant to the Act and a referendum held in the County on November 5, 2013 (the "Prior Tax"). The Tax may not be imposed in the County until such time as imposition of the Prior Tax has terminated in accordance with the Act. The Council is advised that the Prior Tax will terminate in accordance with the Act on April 30, 2021. Therefore, collection of the Tax, if approved by the Referendum, would commence on May 1, 2021 and terminate on April 30, 2028.

Section 2. Adoption of Defined Terms. All terms defined by capitalization in Section 1 of this Ordinance shall have the meanings so provided throughout the remainder of this Ordinance.

Section 3. Imposition of Tax: Projects; Priority of Funding.

3.1 The Tax is hereby imposed in the County, subject to a favorable vote of the qualified electors voting in the Referendum.

3.2 The Tax, if approved by the Referendum, shall be imposed immediately upon the termination of the Prior Tax, e.g. on May 1, 2021 and shall continue for seven years from the date of such imposition, to April 30, 2028 in accordance with §4-10-340(A) of the Code.

3.3 The Florence County Registration and Elections Commission (the "Election Authority") shall certify not later than November 10, 2020 the results of the Referendum to the Council and, if such results are favorable to the imposition of the Tax, to the South Carolina Department of Revenue. The Council shall, by resolution, declare the results thereof.

3.4 The principal amount of the Bonds to be issued pursuant to the Referendum shall not exceed $120,000,000, excluding such premium, if any, named by the purchaser of the Bonds as a portion of the purchase price of the Bonds. The proceeds of the Tax shall be pledged to payment of the Bonds, and applied thereto in accordance with Section 4.8 of this Ordinance. Earnings derived from the investment of proceeds of the Bonds may be applied by the Council in its discretion to defray the costs of Projects in accordance with Section 4.8 of this Ordinance, or to pay debt service on the Bonds. Application of all such investment earnings shall be subject to the obligation of the County as issuer of the Bonds to rebate certain of such investment earnings to the United States Treasury pursuant to the provisions of §148(f) of the Internal Revenue Code of 1986, as amended, and the regulations pertaining thereto.

3.5 The maximum cost of the Projects to be funded from proceeds of the Bonds and investment earnings as described in Section 4.4 herein will not exceed $120,000,000. The maximum amount of proceeds of the Tax expected to be used to pay debt service on the Bonds is approximately $136,000,000; however, the Council recognizes that this amount is an estimate and is subject to fluctuations in interest rates. The maximum cost of all Projects set forth in the Question is $141,695,128.

3.6 So that the construction of many of the Projects can be commenced as soon as possible and in order to achieve the most economic and efficient use of proceeds of the Tax, Council has determined that the Bonds should be issued to defray Project costs.

3.7 As provided in the Question, the Projects and the maximum costs thereof are as follows:

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

Project Description	Cost
I. Public Safety and Fire	
County Sheriff	
Improvements to Training Facilities and Law Enforcement Center	$2,000,000.00
EMS	
New EMS Station in Johnsonville area	2,665,128.00

South Lynches Fire District

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

Unified County Fire District

1	Upgrades to Howe Springs Fire Department Stations 1,2, & 6	1,960,000.00
	Upgrades to West Florence Fire Stations 1 & 2	1,200,000.00
	New Station- Hannah Salem Friendfield Fire Department	2,500,000.00
	Upgrades to Station 1- Johnsonville Fire Department	370,000.00
	Additions to Station 1- Sardis Timmonsville Fire Department	525,000.00
	New Station- Olanta Fire Department	1,050,000.00
	Upgrades to Station 1 - Windy Hill Fire Department	85,000.00
		7,690,000.00
2	Upgrades to Station 2 & 6- Howe Springs Fire Department	760,000.00
	Upgrades to all stations- West Florence Fire Department	492,000.00
	Upgrades to Station 1, 4, & 6 - Hannah Salem Friendfield	1,090,000.00
	Upgrades to Johnsonville Fire Department	1,100,000.00
	Upgrades to Station 2 & 3- Sardis Timmonsville Fire Department	1,200,000.00
	Upgrades to Station 4- Windy Hill Fire Department	85,000.00
		4,727,000.00
3	Upgrades to Station 1- Howe Springs Fire Department	500,000.00
	Upgrades to Station 2- West Florence Fire Department	100,000.00
	Upgrades to Station 3- Hannah Salem Friendfield Fire	250,000.00
	Upgrades to Station 2 - Johnsonville Fire Department	250,000.00
	Upgrades to all stations	65,000.00
	Upgrades to Station 1- Olanta Fire	235,000.00
	Upgrades to Station 2- Windy Hill Fire	183,000.00
		1,583,000.00
Total Unified County Fire District		14,000,000.00

Emergency Management

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

Coroner

	New County Morgue and Coroner's office	800,000.00
TOTAL FIRE AND PUBLIC SAFETY		**23,465,128.00**

II. Municipal Improvements

City of Florence

1	Intersection Improvements Darlington Street and Lucas Street, Evans Street and Cashua Drive, Edisto Drive and Cherokee Road, Vista Street and Oakland Avenue	4,100,000.00
2	Road Resurfacing Boyd Street, Elmore Street, Mortimer Street, W. Dixie Street, W. Power Street, Stackley Street, Harmony Street, Patterson Street, Green Street, Power Street Booker Street, Cameron Lane, N. Dargan Street, Rebecca Street, Walden Street, Williams Boulevard, Cheryl Court, Earl Court, Lester Avenue, Tallulah Street, Harrell Street, Country Creek Drive, Muldrow's Lane, Branford Road, E. Thorncliff Road, Shadow Birch Road, Southbrook Circle, Glenmore Way, Kentwood Drive, Nellie Street, Richmond Hills Drive, Twin Bridge Drive, Woodmore Circle, Fillmore Court, Lofty Way, Luigi Way, Mater Lane, Steeple View Drive, Hardin Street, Chandler Circle, Clareview Drive, Highlander Court, Kingston Drive, Parkwood Drive, Platt Street, Rainier Street, Annelle Drive, Beauvoir Drive, Bellaire Drive, Cabrillo Drive, Glenn's Park Road, Glenn's Way Court, Peachtree Street, Carriage Lane, E. Leoline Street, Hallie Drive, Hannah Drive, Hunter Street, Julie Ann Drive, Meridian Street, Pine Forest Drive, Carrigan Court, Fernbank Lane, Grande Lawn Lane, Maggie Way, Olde Mill Road, Rock Creek Drive, Widgeon Drive, Mountain Laurel Court, Hamlin Street, McFarland Street, N. Guerry Street, S. Griffin Street, Walnut Street, Woodward Street, Hickory Street, McLeod Street, Park Place, Railroad Avenue, Blass Drive, Sanborn Street, E. Elm Street, Freedom Boulevard, King Avenue, Orange Circle, Gregg Avenue, Aaron Circle, Byrd Lane, Coker Street, Senior Way, Tradd Court, W. Cheves Street, Jebaily Circle, Kent Circle, Sheffield Drive, Marion Avenue, Regency Court, Alice Drive, Clarendon Avenue, WNB Baroody Street, Amberleigh Court, Creamoor Lane, Elderberry Drive, Inverness Drive, Lazar Place, Loquat Drive, Queensferry Road, Silverton Street, Sumac Drive, Viburnum Drive, Wellesly Court, S. Patton Drive, Butterfly Lake Drive, Andrew Court, Camelot Court, Chaucer Drive, Cloisters Drive, Damon Drive, Eleanor Drive, Friars Gate Court, Hayden Court, Honey Hill Drive, Karen Court, Michelle Court, Middleberg Way, Page Court, Providence Court, Ralston, Sidney Avenue, St. Christopher Court, Walden's Pond, Alvington Court, Berkeley Avenue, Brigadoone Lane, Canterbury Road, Cedar Lawn Court, Citadel Street, Ellington Cove, Highgate Street, Pinckney Avenue, Place De Jullian, Poinsett Drive, Rutledge Avenue, Stratford Circle, Windsor Road, Ansley Street, Beckett Drive, Bishop's Gate, Chancery Court, Dix Lane, Greensward Drive, Ivanhoe Drive, Jacobean Court, Lancelot Drive, Saint George Road, Tudor Lane, Wimbledon Avenue, Dozier Boulevard, Whitestone Drive, Bentgrass Court, Brittany Drive, Celebration Boulevard, Commerce Lane, Cross Vine Drive, Drakeshore Drive, Duck Hunter Pointe, Flint Lock Cove, Gadwall Pointe, Garden Gate Way, Harvard Way, Jefferson Drive, Kristens Channel, Paving Stone Court, Petal Path, Pintail Pointe, Prince Alston Cove, Rice Hope Cove, Rutledge Manor Drive, Waterfowl Way, West Gate Pointe, S. Dargan Street, Trade Court, Crown Circle	35,900,000.00
		40,000,000.00

City of Lake City

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

City of Johnsonville

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

Town of Timmonsville

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

Town of Pamplico

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

Town of Scranton

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

Town of Coward

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

Town of Olanta

1	Water line extension to Butler Scurry Rd. and Central Rd tie into Barrineau water system	406,000.00
2	Water line extension to Scurry Rd, Myers Rd. down Hwy. 341 to Fire Dept., Jordan Chapel Rd to Hwy 301 back to Olanta, and Carmen Shortcut Rd to Hwy 403 and other roads	1,590,000.00
3	Improvements to Hwy 341 well and treatment plant	40,000.00
4	New Community Center	464,000.00
		2,500,000.00

Town of Quinby

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

TOTAL MUNICIPAL PROJECTS **66,400,000.00**

III. General County Projects

Public Services

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

County Voter Registration and Elections Commission

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

Recreation

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

General County Infrastructure

1	Drainage Improvements to Tara Village Neighborhood	150,000.00
2	Hwy 76 Corridor Improvements (FMU to City of Florence)	1,580,000.00
3	Improvements to Dewitt Bluff Landing Great Pee Dee River	167,000.00
4	Lucas Street Drainage improvements	1,103,000.00
		3,000,000.00

Economic Development

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

TOTAL GENERAL COUNTY PROJECTS **13,130,000.00**

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

Council District 1

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

Council District 2

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

Council District 3

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

Council District 4

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

Council District 5

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

Council District 6

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

Council District 7

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

Council District 8

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

Council District 9

Whitehall Subdivision Drainage, Brittany Drive, Carlton Road, Danny Road, S. Floyd Circle, S. Hanover Drive, Hobart Drive, Ivy Lane, W. Janice Terrace, Kintyre Road, Manor Way Drive, S. Sunset Acres Lane, West Chester Drive, Thunderbird Lane, Manigault Court, Chalmers Row, Master Circle, Pebble Road, W. Lake Drive, Troon Drive, Lake Oakdale, W. Forest Lake Dr, Bryson Drive, Jefferson Drive, W. Spencer Lane, W. Emery Lane, Coventry Lane, Mears Drive, Shorebird Lane, Constitution Drive, Heritage Lane, Alberti Drive, Author Drive, Founder Drive, Liberty Drive, Shadwell Drive, Left Bank Road, Mockingbird Court, South Swann Circle, South Lady Street, South Sandy Lane, Lee Lane, Hillcrest Drive, Hillcrest Terrace, Jefferson Drive, Lakeshore Drive, and W. Forest Lake Drive	4,300,000.00

TOTAL ROAD, INFRASTRUCTURE AND OTHER IMPROVEMENTS BY COUNTY COUNCIL DISTRICT **38,700,000.00**

TOTAL CPST PROJECTS **$141,695,128**

3.8 As required in §4-10-330(B) of the Code, Council has determined that the priority in which the Projects shall be funded and the formula by which proceeds of the Tax and the Bonds shall be distributed as follows:

(1) The Projects described in Sections I through III of the list of Projects above (the "Project List") shall be funded simultaneously from the proceeds of the Bonds at the amounts specified for each in the Project List.

(2) Any proceeds of the Bonds allocated to any of the Projects described in Sections I through III of the Project List remaining after such Project is complete shall be applied, to the extent necessary, to any other Project described in Sections I through III of the Project List for which funding is inadequate due to cost overruns. Allocation of Bond proceeds to Projects with cost overruns shall be in the sole discretion of Council, and shall be made from time to time by Resolution of Council.

(3) Any proceeds of the Bonds remaining thereafter shall be applied to the Projects described in Section IV of the Project List by dividing the amount of such proceeds of the Bonds equally among the nine (9) County Council Districts listed in Section IV of the Project List, and shall be applied with respect to the Projects within each such County Council District in the same order as the Projects are listed within each such County Council District in Section IV of the Project List.

(4) The County shall maintain in the debt service fund established for the Bonds an amount equal to principal and interest to be paid on the Bonds during the next succeeding thirteen (13) months, provided, however, that if economic conditions so require, the Council reserves the right to direct by ordinance supplemental hereto that a larger balance be maintained in the debt service fund for payment of the Bonds. As shall be provided in an Ordinance of Council authorizing the issuance of the Bonds and establishing the terms thereof, Council may also establish a debt service reserve fund and restricted fund with respect to the Bonds which may be funded from proceeds of the Tax not required to pay debt service on the Bonds during the thirteen (13) months next succeeding their receipt.

(5) Proceeds of the Tax not required to maintain a debt service or debt service reserve fund in accordance with Section 3.8(4) above, shall be disbursed into a restricted fund or other fund established by Council and may be used first to pay any cost overruns of Projects in Sections I through III of the Project List not remedied pursuant to item (2) above and thereafter to pay the costs of Projects described in Section IV of the Project List in like manner as set forth in item (3) above.

(6) If, as to any Project, the political subdivision responsible therefore hereafter determines that such Project is not feasible owing to excessive cost overruns, or other intervening events, and notifies the Council of the same in writing, the proceeds of the Bonds and the proceeds of the Tax otherwise applicable thereto shall be allocated to Projects in accordance with (1) through (5) above.

Section 4. Referendum.

4.1 The Ballot to be submitted to the electors of the County in the Referendum shall be in the form as provided in Exhibit A hereto.

4.2 The Election Authority shall conduct the Referendum and publish notice of the Referendum in accordance with the Act. The form of the Notice of the Referendum shall be substantially in the form as attached to this Ordinance as Exhibit B, together with such changes as may be approved by the Election Authority to comply with the law of the State of South Carolina (the "State"). The Election Authority is authorized to change any of the locations of precincts or polling places for the Referendum in accordance with the law of the State as deemed necessary or advisable. Appropriate changes are to be made to the Notice of the Referendum. The Notice of Referendum shall be published in the Florence *Morning News* in accordance with the Act and general election law of the State.

Section 5. Ordinance Forwarded to Election Authority. An executed copy of this Ordinance shall be forwarded to the Election Authority. The Election Authority is hereby requested:

(a) To join in the action of the County in providing for the Notice of the Referendum in substantially the form contained herein;

(b) To acknowledge and adopt the form of the Ballot;

(c) To arrange for polling places for each precinct within the County;

(d) To appoint Managers of Elections;

(e) To provide a sufficient number of ballots or voting machines, as the case may be, for the Referendum;

(f) To conduct the Referendum on November 3, 2020, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the Council; and

(g) To take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Referendum.

Section 6. Effective Date. This Ordinance shall be effective upon third and final reading thereof.

Section 7. ENACTED THIS 16th DAY OF July, 2020.

ATTEST:

Connie Y. Haselden, Clerk to County Council

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

SIGNED:

Willard Dorriety, Jr., Chairman

COUNCIL VOTE: approved
OPPOSED: 0
ABSENT: 2 - M. Kirby
J. Schofield

FLORENCE COUNTY COUNCIL MEETING

January 15, 2026

AGENDA ITEM: Resolution No. 21-2025/26

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 from CPSTIII Excess.

3. This resolution approves the reallocation of funds for CPSTIII-A projects, the allocation of CPSTIII-A funds for 3 new projects and the allocation of CPSTIII-B funds for 2 new projects.

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

ATTACHMENTS:
1. Proposed Resolution 21-2025/26
2. Ordinance 16-2023/24

back to top

Sponsor(s)/Department	Administration
Adopted:	January 15, 2026
Committee Referral	N/A
Committee Consideration Date	N/A
Committee Recommendation	N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 21-2025/26

(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 by resolution from time to time designate the specific individual projects to be funded from CPSTIII Excess;

3. The specific projects designated are as follows:

County Facilities (CPST-A)	
Judicial Center Door	$14,700
Voter Registration Automatic Door	$8,588
Road Improvements	
Dist. 6: Hollybrook Circle	$561,565
Improvements To Fire Protection Facilities	
South Lynches Extrication Tool Imp.	-$31,554.52
South Lynches Station 6 Improvements	-$15,731.16
Upgrades To Coward Station 2	$31,554.52
South Lynches Card Access System	$15,731.16
Road Improvements (CPST-B Interest)	
Dist. 6: Hollybrook Circle	$138,344
Wreathwood Lane	$50,000

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT: Florence County Council hereby approves the above newly designated CPSTIII-A projects totaling $584,853, CPSTIII-B projects totaling $188,344 & reallocation of projects totaling $47,285.68.

ATTEST:

_____
Hope M. Jones, Council Clerk

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.

TABLE OF CONTENTS

Page

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.....1

ARTICLE II

SPECIFICATION AND DIRECTION OF EXPENDTURE OF EXCESS CPST III REVENUES

Section 2.01 Purposes of Expenditures.....3
Section 2.02 Designation of Specific Projects.....3
Section 2.03 Application of CPST III Excess to Projects.....3

ARTICLE III

MISCELLANEOUS

Section 3.01 Severability of Invalid Provisions.....4
Section 3.03 Effective Date of Ordinance.....4

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

JANUARY 15, 2026

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

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, third reading.

back to top

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	:June19,2025	
Third Reading	:	
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~~ ADMINISTRATION COMPLEX 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 7,317 square feet (the "City ~~Hall Building~~Administration Complex"), 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~~Administration Complex for use as its district headquarters and has requested the County to purchase the City ~~Hall Building~~Administration Complex 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~~Administration Complex and sell it to the School District under an installment purchase agreement.

7. The City Administration Complex is currently subject to an installment purchase financing arrangement between the City and the Johnsonville Public Facilities Corporation outstanding in the principal amount of $2,617,000 (the "Outstanding IPRB"), of which not exceeding $2,250,000 has been determined by the School District to the value of the City Administration Complex (the "Administration Complex Value"); the remainder of the outstanding principal amount of the Outstanding IPRB being allocated to other capital costs of the City.

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

Section 2 Purchase of City ~~Hall Building~~Administration Complex; Payment of outstanding IPRB.

1. Council hereby authorizes the purchase of the City ~~Hall Building~~Administration Complex from the City for an amount not to exceed $~~2,350,000~~2,250,000, and the County Administrator is hereby authorized to take all such actions and deliver such documents as shall be acquired to effectuate such purpose. In lieu of the direct purchase of the City ~~Hall Building~~Administration Complex, the County may also assume the obligations and rights by assignment of the City with respect to its existing installment purchase financing arrangement (the "Installment Purchase Financing") with the Johnsonville Public

Facilities Corporation and Truist Bank; provided, however, that remaining principal payments to be assumed by the County under such Installment Purchasing financing assumed by the County shall be not greater than $~~2,350,000~~2,250,000.

2. In addition to the purchase of the City Administration Complex authorized in Section 2.1 above, Council further authorizes the payment by the County of the outstanding amount of the Outstanding IPRB, including any interest due thereon, in order facilitate the transfer of the City Administration Complex; provided, however, that the reimbursement to the County of any amount paid by the County to pay in full the Outstanding IPRB above the Administration Complex Value shall be evidenced by a general obligation bond of the City delivered by the City to the County upon such terms as the County Administrator shall approve.

Section 3 Sale of City ~~Hall Building~~Administration Complex to School District.

The sale of the City ~~Hall Building~~Administration Complex 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~~Administration Complex 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

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 5/29/2025 8:16:40 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://hsblawfirm.cloudimanage.com/hsbdocs/10813829/5 - Flo Co Ordinance to Purchase Johnsonville City Hall.docx	
Modified DMS: iw://hsblawfirm.cloudimanage.com/hsbdocs/10813829/6 - Flo Co Ordinance to Purchase Johnsonville City Hall.docx	
Changes:	
Add	19
~~Delete~~	15
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	34

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Ordinance No. 22-2025/26 Third Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:
[An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina And Pearl Solar, LLC And Certain Affiliates, Thereby Replacing The 2020 Pearl Solar Fee Agreement; And Authorizing Other Related Matters.]

POINTS TO CONSIDER:
1. County Council adopted an inducement resolution on November 20, 2025, which it identified certain proposed investments by Pearl Solar, LLC.
2. The Company has represented that the Project will involve an investment of 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 serve the purposes of the FILOT Act.

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

ATTACHMENTS:
1. A copy of the proposed Ordinance No. 22-2025/26 Third Reading.
2. A copy of the fee agreement.

back to top

Sponsor(s)	: Economic Development
Introduction	: November 20, 2025
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Second Reading	: December 11, 2025
Public Hearing	: January 15, 2026
Third Reading	: January 15, 2026
Effective Date	: Immediately

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

ORDINANCE NO. 22-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND PEARL SOLAR, LLC AND CERTAIN AFFILIATES, THEREBY REPLACING THE 2020 PEARL SOLAR FEE AGREEMENT; 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 November 20, 2025, County Council adopted an inducement resolution (the "Inducement Resolution") in which it identified certain proposed investments by Pearl 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 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 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

DRAFT

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.

DRAFT

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.

Section 7. ***Previous Agreement.*** This Fee Agreement replaces and renders null and void any and all previous tax agreements between Pearl Solar, LLC and Florence County including but not limited to that *September 17, 2020, Fee-in-Lieu of Ad Valorem Taxes Agreement*.

ATTEST:

Hope M. Jones, Council Clerk

SIGNED:

C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

FLORENCE COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

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

First Reading: November 20, 2025
Second Reading:
Public Hearing:
Third Reading:

DRAFT

Exhibit A

2025 Fee Agreement

Pearl Solar, LLC

DRAFT

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

BETWEEN

FLORENCECOUNTY, SOUTH CAROLINA

AND

PEARL SOLAR, LLC AS SPONSOR,

EFFECTIVE AS OF [ ] XX, 2025

TABLE OF CONTENTS

Page

Recitals 1

ARTICLE I PROJECT OVERVIEW

Section 1.1 Agreement to Waive Requirement of Recapitulation 2
Section 1.2 Rules of Construction; Defined Terms 2

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County 5
Section 2.2 Representations of the Sponsor 6

ARTICLE III THE PROJECT

Section 3.1 The Project 7
Section 3.2 Diligent Completion 7

ARTICLE IV PAYMENTS IN LIEU OF TAXES

Section 4.1 Special Source Revenue Credit 7
Section 4.2 (a) Negotiated FILOT Payments 8
Section 4.3 Payments in Lieu of Taxes on Replacement Property 10
Section 4.4 Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty 10
Section 4.5 Place and Allocation of Payments in Lieu of Taxes 10
Section 4.6 Removal of Equipment 10
Section 4.7 Damage or Destruction of Project. 11
Section 4.8 Condemnation 11
Section 4.9 Merger of Sponsor with Related Party 12
Section 4.10 Indemnification Covenants. 12
Section 4.11 Confidentiality/Limitation on Access to Project 12
Section 4.12 Records and Reports 13
Section 4.13 Payment of Administrative Expenses 13
Section 4.14 Collection and Enforcement Rights of County 13
Section 4.15 Assignment and Subletting 14
Section 4.16 County's Estoppel Certificates for Sponsor's Financing Transactions 14
Section 4.17 Sponsor's Continuing Obligations After Termination by Sponsor 14
Section 4.18 Events of Default 14
Section 4.19 Remedies on Default 14
Section 4.20 Remedies Not Exclusive 15
Section 4.21 Decommissioning Costs 15

ARTICLE V MISCELLANEOUS

Section 5.1	Notices	15
Section 5.2	Binding Effect	16
Section 5.3	Counterparts	16
Section 5.4	Governing Law	16
Section 5.5	Headings	16
Section 5.6	Amendments	16
Section 5.7	Further Assurance	16
Section 5.8	Severability	16
Section 5.9	Limited Obligation	16
Section 5.10	Force Majeure	17
Section 5.11	Execution Disclaimer	17

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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT ("***Fee Agreement***" or "***2025 Fee Agreement***") is entered into, effective, as of [ ], 2025, between Florence County, South Carolina ("***County***"), a body politic and corporate and a political subdivision of the State of South Carolina ("***State***"), acting through the Florence County Council ("***County Council***") as the governing body of the County, and Pearl Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("***Sponsor***").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "***Act***") of the 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 located at a leased site on parcel tax map number 00039-04-016 (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 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 ordinance on _____, 2025, (the "***Fee Ordinance***"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized 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, 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 Investment 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 on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the 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 sections of this Fee Agreement.

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

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

"**Commencement Date**" shall mean the last day of the property tax year during which the 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 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 one 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 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 part 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 4.18 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 *ad valorem* 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**" shall mean the period commencing in 2025 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of 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 with Darlington County, dated April 21, 2016 and any amendments there to (the "Multi County Park Agreement").

"**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 $7,600.00 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 2026, due and payable to the County on or before January 15, 2027. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC 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 2026 tax year is 125% of two megawatts of AC power (e.g. 2.5 MWac power), then the Net FILOT payment for such year shall be increased by 25% (e.g. $9,500). 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 production of the Project since the last such report.

"**Non-Qualifying Property**" shall mean that portion of the Project consisting of: (i) property as to which the Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any released property or other property which fails or ceases to qualify for FILOT Payments, including without limitation property as to which the Sponsor has terminated the FILOT. The Sponsor agrees that the real estate improvements on the Real Property as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

"**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 with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2067, 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(20) of the Act, as amended.

"**Power Purchase Agreement**" shall mean any agreement applicable to the Project whereby any third party contracts to purchase electricity generated by the Project for any term.

"**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 part of the Project under this Fee Agreement, all improvements now or 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 one 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 Pearl Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State 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 any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

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, 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
PAYMENTS 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 and machinery and equipment 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 (if applicable), 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 that is a negative number, and if a court of competent jurisdiction holds or determines that a negative Special Source Revenue Credit is

not permitted under the Park Act, the Sponsor shall not be entitled to receive the Special Source Revenue Credit 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, (ii) the County terminates this Fee Agreement due to a default hereunder by the Sponsor, subject to cure rights, or (iii) the Sponsor fails to make the Project Commitment by the end of the Investment Period, then, upon demand by the County in writing, the Sponsor shall pay to the County the difference, if any, 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 Title 12, Chapter 44 of the Code, using fixed millage rate of 381.8 mils for a 30-year terms, and applying a special source revenue credit of sixty-five percent (65%) 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, Code of Laws of South Carolina 1976, as amended. Payments made under Section 4.1(e) of this Fee Agreement shall be considered as having been made for purposes of applying this Section 4.1(d) whether that results in a positive or negative increase to the payment due under this Section 4.1(d).

(e) The Sponsor shall make Net FILOT Payments for each year in which a Power Purchase Agreement is in place. The Sponsor recognizes that the County offered the incentives described herein in reliance on the understanding that the initial Power Purchase Agreement applicable to the Project has a term of no less than 10 years. In the event of a termination of this Fee Agreement during the term of an applicable Power Purchase Agreement, the Sponsor shall be responsible for the remainder of such payments, which shall be due and payable within ninety (90) days of termination of this Fee Agreement.

Section 4.2 (a) 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)(1) 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 the last day of the Investment Period, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, 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 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)(1) 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 or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 3: Use a millage rate of 381.8 mils, or the combined millage rates set for the tax year 2025 by the County and Florence County School District (or the applicable school district) (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)(1)(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 permitted to be made by the Sponsor under the Act, as amended.

Step 4: Increase or decrease the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The increase or decrease under Section 4.1 shall be 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.

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.

(b) 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.

(c) If the Sponsor fails to meet the Act Minimum Investment Requirement by the last day of the Investment Period, 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.

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 1 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, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in its 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 property, all amounts will be presumed to have been first used for personal property. Nothwithstanding 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*. Subject to Section 4.1(d) hereof, 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 not 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 its 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 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 4.12 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.

The Sponsor shall make all required annual property tax/FILOT filings on the required PT-300 (or successor) form with the South Carolina Department of Revenue and shall cause copies of all such filings to be made with the County Auditor, Assessor, and Treasurer as required by Section 12-44-90 of the Act. Such filings shall be made on or before the due date for filing with the South Carolina Department of Revenue.

Section 4.13 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 general statement of the amount and nature of the Administrative 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 4.14 Collection and Enforcement Rights of County. The parties acknowledge that 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, all 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 or a guaranty of payment by a third party 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), 4.1(e), and 4.19 (the "***Payment Security***"). Coverage under such surety or performance bond or irrevocable letter of credit, or the extent of such guaranty, shall be in the amounts set forth in Exhibit C. The surety or performance bond or irrevocable letter of credit or payment guaranty shall be for the benefit of the County, and the issuer or guarantor, as applicable, as well as the form and substance of such bond, surety, or guaranty must be agreeable to the County, as determined by the County Administrator, provided that consent may not be unreasonably withheld, conditioned, or delayed. Sponsor may exchange at any time the existing Payment Security for another form of Payment Surety (for example, a payment bond for a parent guaranty, or vice versa), subject always to the County's prior written approval of such new form of Payment Security.

Section 4.15 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 4.16 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 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 4.17 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 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act, and all other payments due hereunder.

Section 4.18 Events of Default. The following shall be "***Events of Default***" under this Fee Agreement, and the term "***Events of Default***" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the 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 ninety (90) 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 4.19 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; or

(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 one hundred eighty (180) days, the Company shall ensure (including in the terms of any lease agreement(s) relating to the Land) that the County and its authorized employees, agents, and third party contractors shall have the right to enter upon the Land to engage in a removal of all remaining solar panels from the Land.

Section 4.20 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

Section 4.21 Decommissioning Costs. Within six months of the first date upon which the Project produces electricity, Sponsor shall submit to the County a decommissioning study developed by a licensed engineer, and procure and deliver to the County a surety or performance bond or irrevocable letter of credit in an amount equal to one hundred percent (100%) of the estimated decommissioning costs without regard to salvage value. The Sponsor shall update both the study and the applicable bond amount every five years.

ARTICLE V
MISCELLANEOUS

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

AS TO THE COUNTY: Florence County, South Carolina
Attn: County Administrator
180 N. Irby St. MSC-G
Florence, SC 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: Pearl Solar, LLC
Jesse Montgomery
4601 Park Rd., Suite 500
Charlotte, NC 28209
(704) 218-9840

WITH COPIES TO (which shall not constitute notice):

W. Ford Graham
c/o Elizabeth Stein
McGuireWoods LLP
800 E. Canal Street
Richmond, Virginia 23219
+1 (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 herefrom, 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 2025 Fee Agreement to be executed in its name and behalf by its Chairman and to be attested by the County Manager; and the Sponsor has caused this 2025 Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written. This 2025 Agreement shall supersede and render null and void that September 17, 2020 Fee-In-Lieu of *Ad Valorem* Taxes Agreement related to the parcel and Project referenced herein previously executed by the foregoing parties.

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

[SEAL]

ATTEST:

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

IN WITNESS WHEREOF, the undersigned has executed this 2025 Fee Agreement pursuant to the effective date above.

SPONSOR:

PEARL SOLAR, LLC

_____

By:
Its: President & CEO

Date: _____

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 Tax Map Numbers:

00039-04-016

Exhibit B

Illustration of Special Source Revenue Credit Calculation

Negotiated FILOT Payment

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ration x 381.8 mils)

-

Net Annual FILOT Payment ($7,600 (as adjusted for increases in power production) (2MWac x $3800)

=

The Special Source Revenue Credit
(for the applicable year)

Exhibit C

Bond Coverage Requirements

Year	Amount
1	$7,722
2	$7,722
3	$7,722
4	$15,656
5	$15,656
6	$15,656
7	$18,895
8	$18,895
9	$18,895

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 23-2025/26
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-079, 01012-01-080, 01012-01-081, 01012-01-083, 01012-01-149, 01012-01-194; And Other Matters Related Thereto.]
(Planning Commission Approved 8 to 1; Council District 3)

POINTS TO CONSIDER:

1. The recommended zoning for these properties is B-3, General Commercial District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with vacant, residential, and commercial uses; and,
4. The surrounding properties are either unzoned, B-3, or City of Florence zoning; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 23-2025/26
2. Staff report for PC#2025-34
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: October 28, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: October 28, 2025	this Ordinance was
Planning Commission Action	: October 28, 2025[Approved 8-1]	advertised for Public
First Reading/Introduction	: November 20, 2025	Hearing on October 11, 2025
Committee Referral	: N/A	(PC).
County Council Public Hearing	: N/A	
Second Reading	: December 11, 2025	
Third Reading	: January 15, 2026	
Effective Date	: Immediately	

ORDINANCE NO. 23-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-079, 01012-01-080, 01012-01-081, 01012-01-083, 01012-01-149, 01012-01-194; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is B-3, General Commercial District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with vacant, residential, and commercial uses; and,
4. The surrounding properties are either unzoned, B-3, or City of Florence zoning; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what is published for the Planning Commission's public hearing.

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

1. The Properties Located Off Of W. Palmetto Street, Florence, SC As Shown On The Following Tax Map As: 01012-01-079, 01012-01-080, 01012-01-081, 01012-01-083, 01012-01-149, 01012-01-194; Are Hereby Rezoned 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:

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, October 28, 2025
PC#2025-34

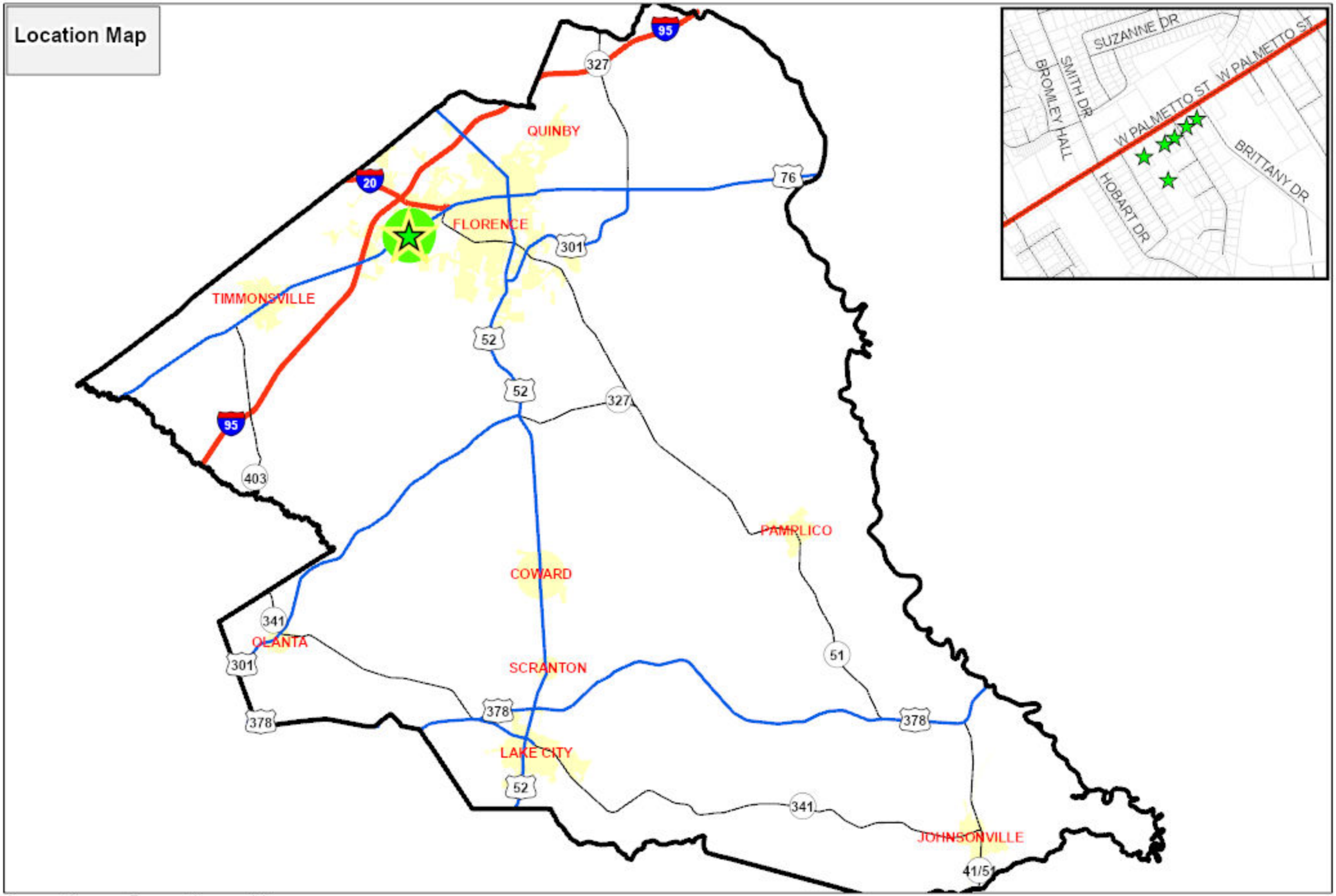
SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	01012-01-079, 01012-01-080, 01012-01-081, 01012-01-083, 01012-01-149, 01012-01-194
COUNCIL DISTRICT(S):	3; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

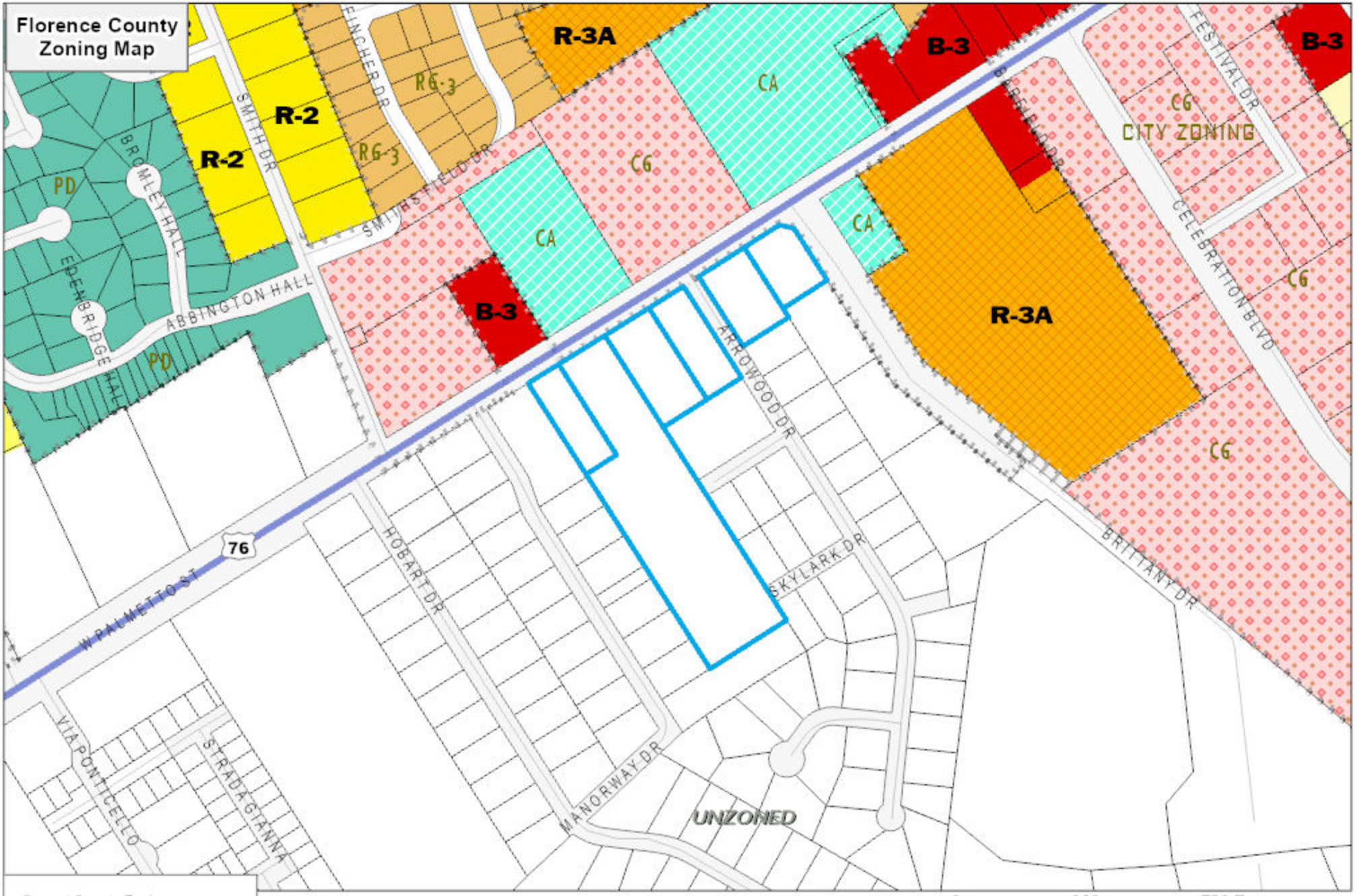
STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with varying current uses consisting of vacant, residential, and commercial.
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **B-3, General Commercial District**.
3. Surrounding Land Use and Zoning:
   All surrounding properties are either unzoned, B-3, or subject to 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 OCTOBER 28, 2025:
Nine Planning Commission members voted 8 to 1 to approve the requested zoning map amendment. Commissioner John Martin was opposed to the B-3, General Commercial District Zoning Designation.

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 parcels from Unzoned to B-3, General Commercial District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
327
76
301
52
403
341
51
378
41/51
SUZANNE DR
SMITH DR
BROMLEY HALL
W PALMETTO ST
HOBART DR
BRITTANY DR
0 3 5 8 10
Miles
Florence County
Planning Department
Meeting Date:
10/28/2025
N
Council District 3
PC#2025-34


Florence County
Zoning Map
R-3A
B-3
CA
CG
CITY ZONING
R-2
RG-3
PD
B-3
R-3A
CA
CG
CG
CG
SMITH DR
FINCHER DR
SMITHFIELD DR
BROMLEY HALL
ABBINGTON HALL
EDENBRIDGE HALL
ARROWOOD DR
FESTIVAL DR
CELEBRATION BLVD
BRITTANY DR
W PALMETTO ST
76
HOBART DR
SKYLARK DR
MANORWAY DR
VIA PONTICELLO
STRADAGIANNA
UNZONED
Current County Zoning
B-3 GENERAL
PD, PLANNED DEVELOPMENT
R-1, SINGLE-FAMILY, LARGE LOTS
R-2, SINGLE-FAMILY, MEDIUM LOTS
R-3A
UNZONED
0
360
720 Feet
N
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 3
PC#2025-34



Florence County
Planning Department
Meeting Date:
10/28/2025

N

Council District 3
PC#2025-34

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 24-2025/26
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For The Property In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Maps As: 90159-02-015; And Other Matters Related Thereto.] (Planning Commission Approved 9 to 0; Council District 7)

POINTS TO CONSIDER:
1. The recommended zoning for this property is CMU, Commercial Mixed-Use District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject property is unzoned with commercial usage; and,
4. The surrounding properties are unzoned, or zoned CMU, Commercial Mixed-Use District; and,
5. A public drop-in meeting was held inviting the property owner to attend and learn more about the potential zoning of their respective property; and,
6. The property owner was encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owner was provided public notice that included not less than two separate letters, a sign posted on their property, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminated a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 24-2025/26
2. Staff report for PC#2025-35
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: October 28, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: October 28, 2025	this Ordinance was
Planning Commission Action	: October 28, 2025[Approved 9-0]	advertised for Public
First Reading/Introduction	: November 20, 2025	Hearing on October 11, 2025
Committee Referral	: N/A	(PC).
County Council Public Hearing	: N/A	
Second Reading	: December 11, 2025	
Third Reading	: January 15, 2026	
Effective Date	: Immediately	

ORDINANCE NO. 24-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For The Property In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Maps As: 90159-02-015; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for this property is CMU, Commercial Mixed-Use District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject property is unzoned with commercial usage; and,
4. The surrounding properties are unzoned, or zoned CMU, Commercial Mixed-Use District; and,
5. A public drop-in meeting was held inviting the property owner to attend and learn more about the potential zoning of their respective property; and,
6. The property owner was encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owner was provided public notice that includes not less than two separate letters, a sign posted on their property, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminated a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Property Located Off Of N. Williamson Road, Florence, SC As Shown On The Following Tax Map As: 90159-02-015; 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, October 28, 2025
PC#2025-35

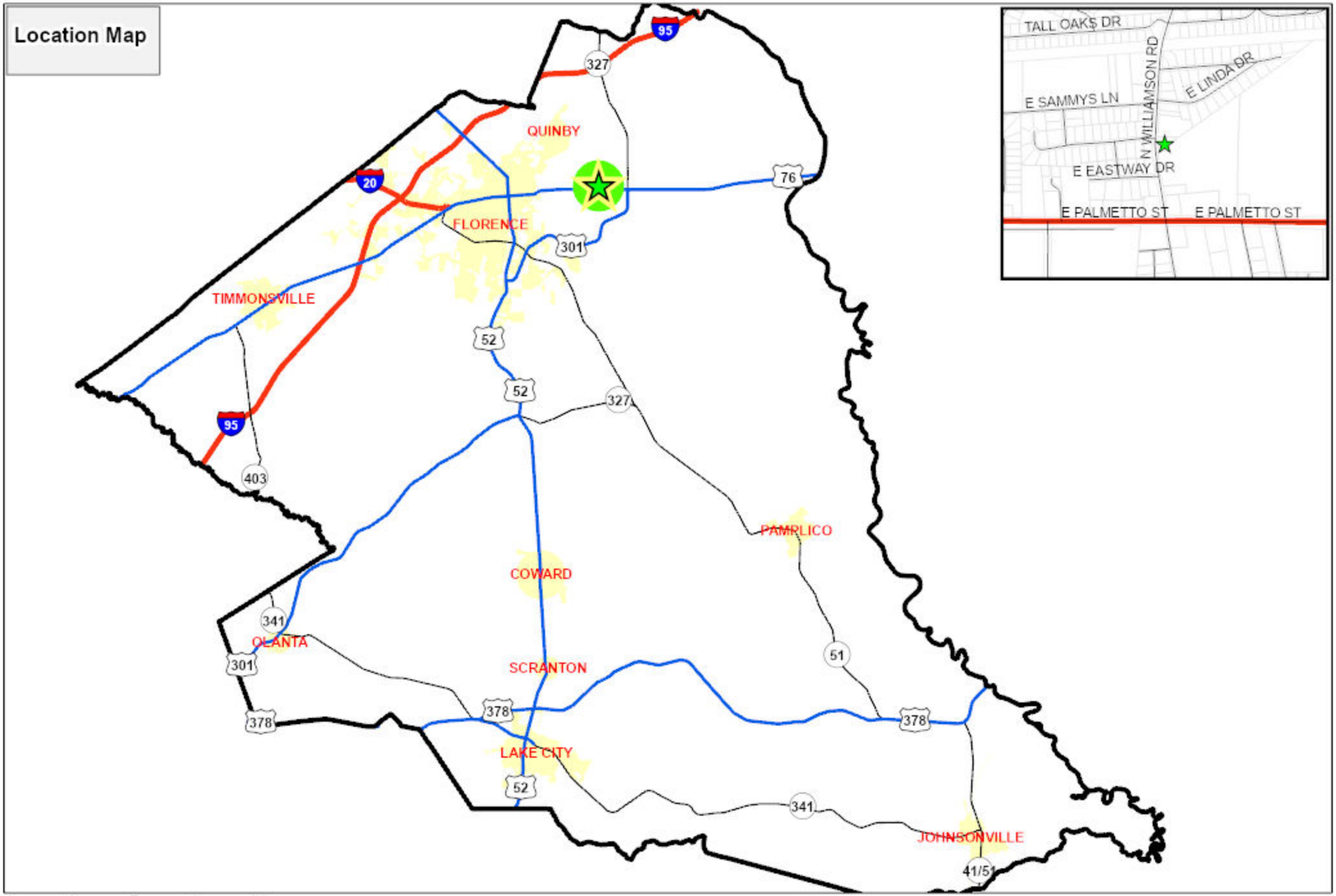
SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For The Property In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Property As It Is Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	90159-02-015
COUNCIL DISTRICT(S):	7; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

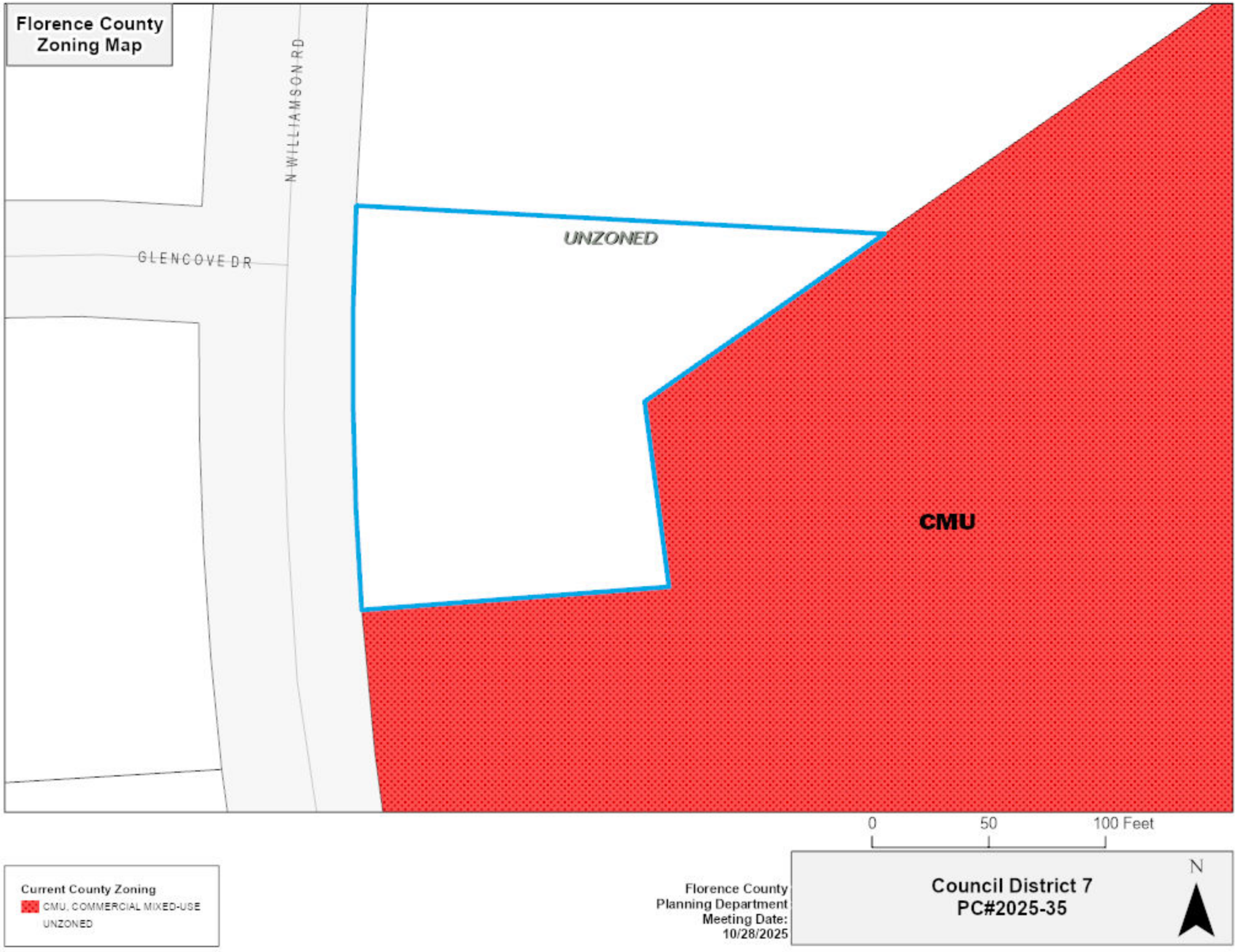
STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject property is currently unzoned with current use consisting of commercial.
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 are either unzoned or zoned CMU Commercial Mixed-Use District.
4. Florence County Comprehensive Plan:
   The recommended zoning district is compatible with the subject property future land use designation.

FLORENCE COUNTY PLANNING COMMISSION ACTION OCTOBER 28, 2025:
Nine Planning Commission members voted 9 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.


Location Map
TALL OAK$ DR
N WILLIAMSON RD
E LINDA DR
E SAMMYS LN
E EASTWAY DR
E PALMETTO ST
E PALMETTO ST
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
76
327
301
52
403
341
51
378
41/51
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 7
PC#2025-35


Florence County
Zoning Map
N WILLIAMSON RD
GLENCOVE DR
UNZONED
CMU
0
50
100 Feet
Current County Zoning
CMU, COMMERCIAL MIXED-USE
UNZONED
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 7
PC#2025-35
N



Florence County
Planning Department
Meeting Date:
10/28/2025

N

Council District 7
PC#2025-35

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 25-2025/26
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-082, 01012-01-102, 01012-01-103, 01012-01-104, 01012-01-105, 01012-01-106, 01012-01-107, 01012-01-108, 01012-01-109, 01012-01-110, 01012-01-112, 01012-01-115, 01012-01-127, 01012-01-129, 01012-01-137, 01012-01-139, 01012-01-142, 01012-01-146, 01012-01-148, 01012-01-150, 01012-01-152, 01012-01-154, 01012-01-173, 01012-01-174, 01012-01-175, 01012-01-176, 01012-01-177, 01012-01-178, 01012-01-179, 01012-01-180, 01012-01-181, 01012-01-182, 01012-01-183, 01012-01-184, 01012-01-185, 01012-01-186, 01012-01-187, 01012-01-188, 01012-01-189, 01012-01-190, 01012-01-191; And Other Matters Related Thereto.] (Planning Commission Approved 9 to 0; Council District 7)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 25-2025/26
2. Staff report for PC#2025-36
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: October 28, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: October 28, 2025	this Ordinance was
Planning Commission Action	: October 28, 2025[Approved 9-0]	advertised for Public
First Reading/Introduction	: November 20, 2025	Hearing on October 11, 2025
Committee Referral	: N/A	(PC).
County Council Public Hearing	: N/A	
Second Reading	: December 11, 2025	
Third Reading	: January 15, 2026	
Effective Date	: Immediately	

ORDINANCE NO. 25-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-082, 01012-01-102, 01012-01-103, 01012-01-104, 01012-01-105, 01012-01-106, 01012-01-107, 01012-01-108, 01012-01-109, 01012-01-110, 01012-01-112, 01012-01-115, 01012-01-127, 01012-01-129, 01012-01-137, 01012-01-139, 01012-01-142, 01012-01-146, 01012-01-148, 01012-01-150, 01012-01-152, 01012-01-154, 01012-01-173, 01012-01-174, 01012-01-175, 01012-01-176, 01012-01-177, 01012-01-178, 01012-01-179, 01012-01-180, 01012-01-181, 01012-01-182, 01012-01-183, 01012-01-184, 01012-01-185, 01012-01-186, 01012-01-187, 01012-01-188, 01012-01-189, 01012-01-190, 01012-01-191; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Six Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 01012-01-082, 01012-01-102, 01012-01-103, 01012-01-104, 01012-01-105, 01012-01-106, 01012-01-107, 01012-01-108, 01012-01-109, 01012-01-110,

01012-01-112, 01012-01-115, 01012-01-127, 01012-01-129, 01012-01-137, 01012-01-139, 01012-01-142, 01012-01-146, 01012-01-148, 01012-01-150, 01012-01-152, 01012-01-154, 01012-01-173, 01012-01-174, 01012-01-175, 01012-01-176, 01012-01-177, 01012-01-178, 01012-01-179, 01012-01-180, 01012-01-181, 01012-01-182, 01012-01-183, 01012-01-184, 01012-01-185, 01012-01-186, 01012-01-187, 01012-01-188, 01012-01-189, 01012-01-190, 01012-01-191; Are Hereby Rezoned R-2, Single-Family Residential District.

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

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

ATTEST:

_____
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, October 28, 2025
PC#2025-36

SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	01012-01-082, 01012-01-102, 01012-01-103, 01012-01-104, 01012-01-105, 01012-01-106, 01012-01-107, 01012-01-108, 01012-01-109, 01012-01-110, 01012-01-112, 01012-01-115, 01012-01-127, 01012-01-129, 01012-01-137, 01012-01-139, 01012-01-142, 01012-01-146, 01012-01-148, 01012-01-150, 01012-01-152, 01012-01-154, 01012-01-173, 01012-01-174, 01012-01-175, 01012-01-176, 01012-01-177, 01012-01-178, 01012-01-179, 01012-01-180, 01012-01-181, 01012-01-182, 01012-01-183, 01012-01-184, 01012-01-185, 01012-01-186, 01012-01-187, 01012-01-188, 01012-01-189, 01012-01-190, 01012-01-191
COUNCIL DISTRICT(S):	3; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with varying current uses consisting of vacant and residential.

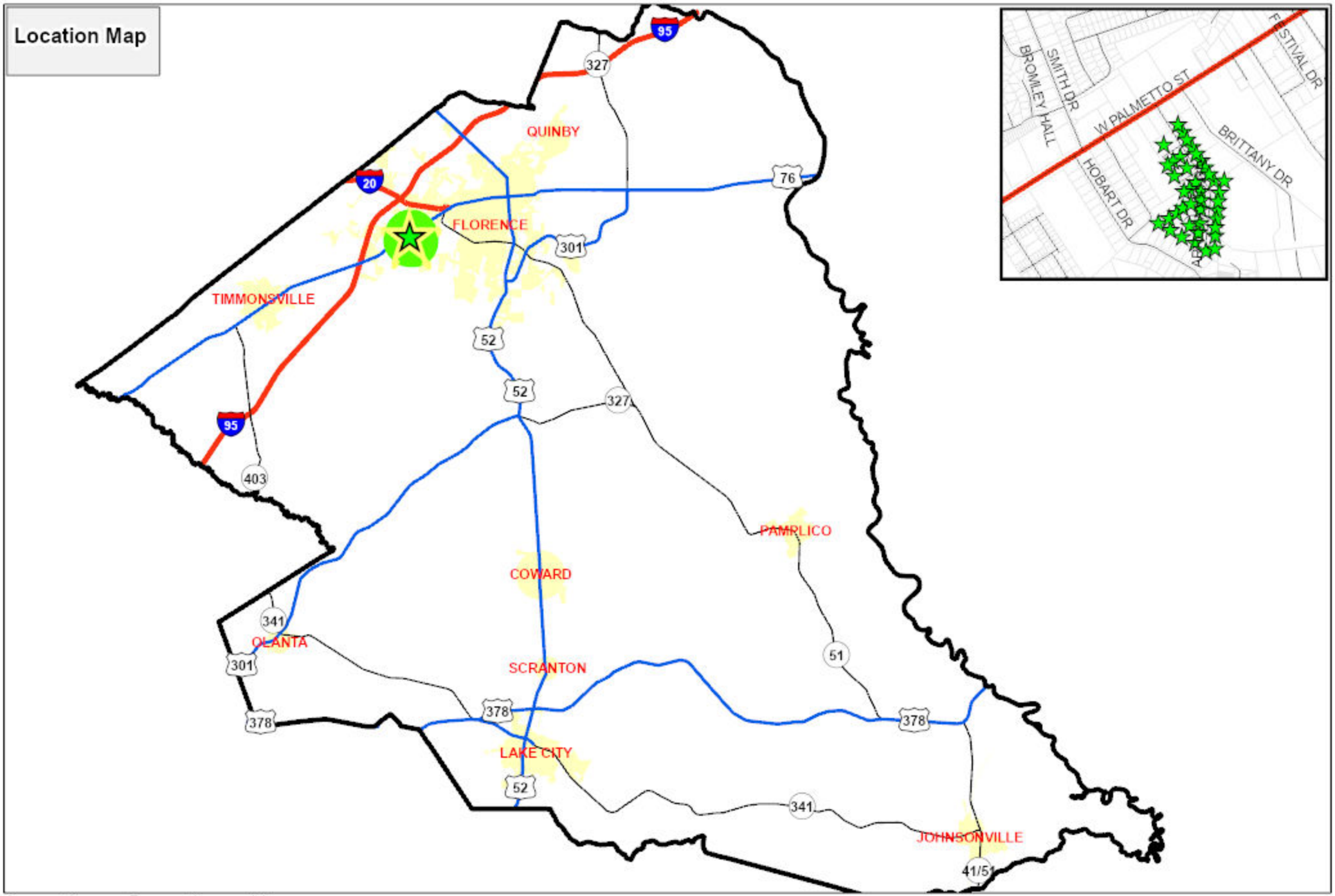
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **R-2, Single-Family Residential District**.

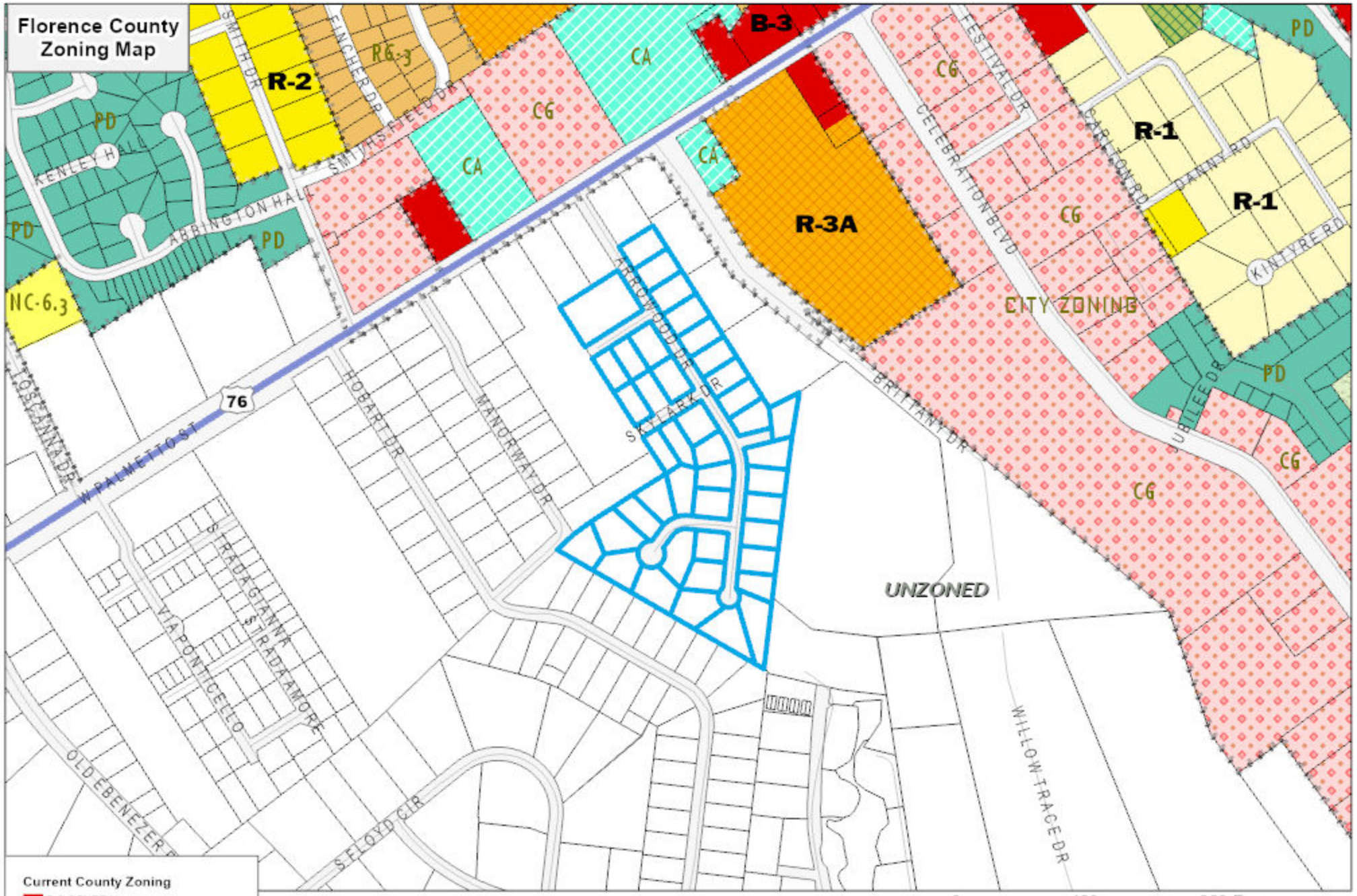
3. Surrounding Land Use and Zoning:
   All surrounding properties are unzoned.

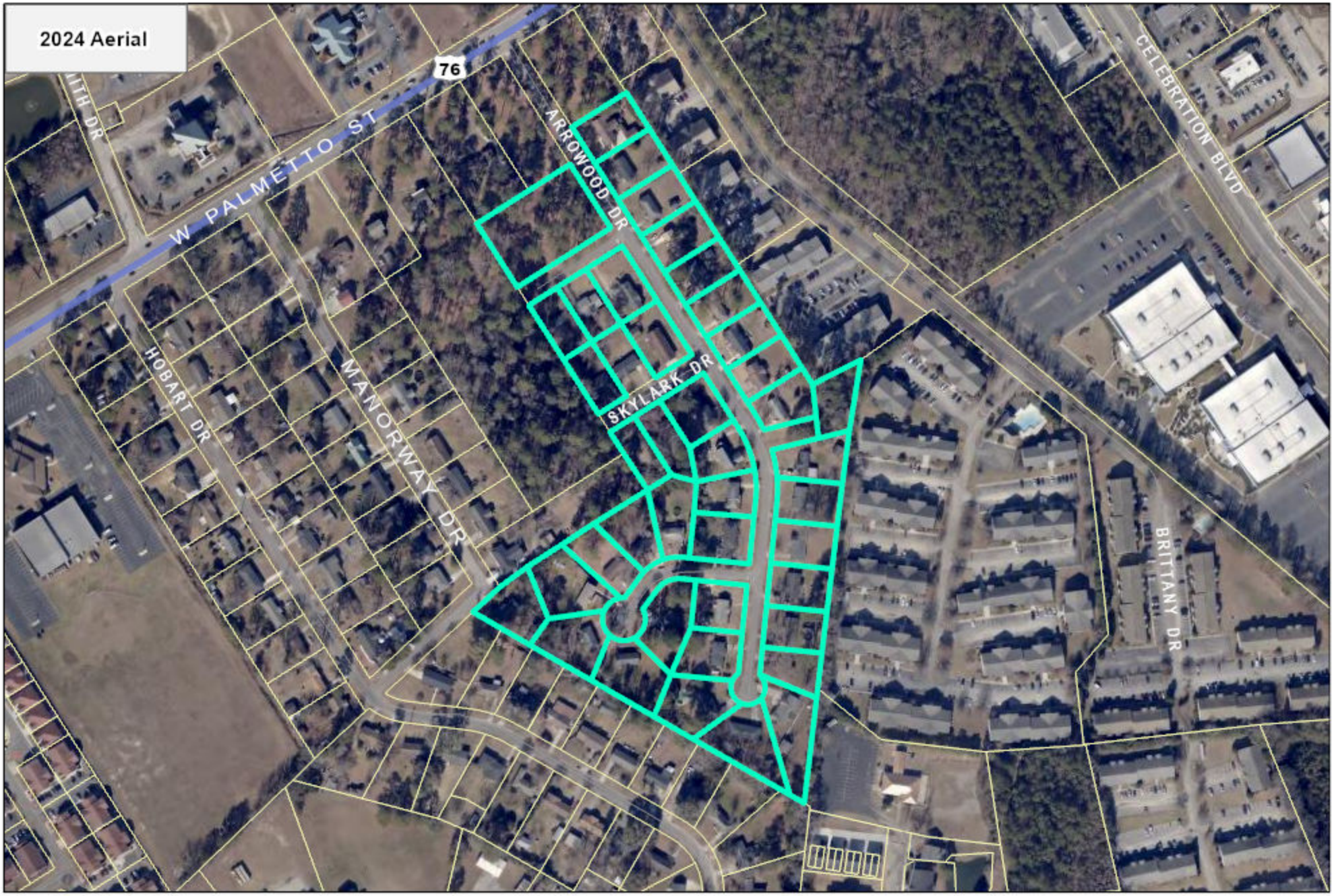
4. Florence County Comprehensive Plan:
   The recommended zoning district is compatible with the subject properties future land use designation.

FLORENCE COUNTY PLANNING COMMISSION ACTION OCTOBER 28, 2025:
Nine Planning Commission members voted 9 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 parcels from Unzoned to R-2, Single-Family Residential 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
41/51
W PALMETTO ST
SMITH DR
BROMLEY HALL
HOBART DR
BRITTANY DR
FESTIVAL DR
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 3
PC#2025-36


Florence County
Zoning Map
R-2
R6-3
CA
B-3
CG
PD
R-1
R-3A
NC-6.3
CITY ZONING
UNZONED
76
W PALMETTO ST
ARROWOOD DR
S KIRK DR
HOBART DR
MANOR WAY DR
BRITTANY DR
CELEBRATION BLVD
FESTIVAL DR
CARLTON RD
DANNY RD
KINLYRE RD
JUBILEE DR
TOSCANA DR
ABBINGTON HALL
KENLEY HALL
SMITH DR
FINCHER DR
SMITHFIELD DR
VIA PONTICELLO
STRADA GIANNA RADAAMORE
OLD EBENEZER
SELOYD CIR
WILLOW TRACE DR
Current County Zoning
B-3 GENERAL
PD, PLANNED DEVELOPMENT
R-1, SINGLE-FAMILY, LARGE LOTS
R-2, SINGLE-FAMILY, MEDIUM LOTS
R-3A
RU-1A, RURAL COMMUNITY
UNZONED
0
480
960 Feet
N
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 3
PC#2025-36



Florence County
Planning Department
Meeting Date:
10/28/2025

Council District 3
PC#2025-36

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 26-2025/26
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90158-07-001, 90158-07-002, 90158-07-003, 90158-07-004, 90158-07-005, 90158-07-006, 90158-07-007, 90158-07-008, 90158-07-009, 90158-07-010, 90158-07-011, 90158-07-012, 90158-07-013, 90158-07-015, 90159-01-001, 90159-01-002, 90159-01-003, 90159-01-004, 90159-01-005, 90159-01-006, 90159-01-007, 90159-01-008, 90159-01-009, 90159-01-010, 90159-01-011, 90159-01-012, 90159-01-013, 90159-02-001, 90159-02-002, 90159-02-003, 90159-02-004, 90159-02-005, 90159-02-006, 90159-02-007, 90159-02-008, 90159-02-009, 90159-02-010, 90159-02-011, 90159-02-012, 90159-02-016, 90159-02-017; And Other Matters Related Thereto.] (Planning Commission Approved 9 to 0; Council District 7)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 26-2025/26
2. Staff report for PC#2025-37
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: October 28, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: October 28, 2025	this Ordinance was
Planning Commission Action	: October 28, 2025[Approved 9-0]	advertised for Public
First Reading/Introduction	: November 20, 2025	Hearing on October 11, 2025
Committee Referral	: N/A	(PC).
County Council Public Hearing	: N/A	
Second Reading	: December 11, 2025	
Third Reading	: January 15, 2026	
Effective Date	: Immediately	

ORDINANCE NO. 26-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90158-07-001, 90158-07-002, 90158-07-003, 90158-07-004, 90158-07-005, 90158-07-006, 90158-07-007, 90158-07-008, 90158-07-009, 90158-07-010, 90158-07-011, 90158-07-012, 90158-07-013, 90158-07-015, 90159-01-001, 90159-01-002, 90159-01-003, 90159-01-004, 90159-01-005, 90159-01-006, 90159-01-007, 90159-01-008, 90159-01-009, 90159-01-010, 90159-01-011, 90159-01-012, 90159-01-013, 90159-02-001, 90159-02-002, 90159-02-003, 90159-02-004, 90159-02-005, 90159-02-006, 90159-02-007, 90159-02-008, 90159-02-009, 90159-02-010, 90159-02-011, 90159-02-012, 90159-02-016, 90159-02-017; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Six Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 90158-07-001, 90158-07-002, 90158-07-003, 90158-07-004, 90158-07-005, 90158-07-006, 90158-07-007, 90158-07-008, 90158-07-009, 90158-07-010,

90158-07-011, 90158-07-012, 90158-07-013, 90158-07-015, 90159-01-001, 90159-01-002, 90159-01-003, 90159-01-004, 90159-01-005, 90159-01-006, 90159-01-007, 90159-01-008, 90159-01-009, 90159-01-010, 90159-01-011, 90159-01-012, 90159-01-013, 90159-02-001, 90159-02-002, 90159-02-003, 90159-02-004, 90159-02-005, 90159-02-006, 90159-02-007, 90159-02-008, 90159-02-009, 90159-02-010, 90159-02-011, 90159-02-012, 90159-02-016, 90159-02-017; Are Hereby Rezoned R-2, Single-Family Residential District.

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

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

ATTEST:

_____
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, October 28, 2025
PC#2025-37

SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	90158-07-001, 90158-07-002, 90158-07-003, 90158-07-004, 90158-07-005, 90158-07-006, 90158-07-007, 90158-07-008, 90158-07-009, 90158-07-010, 90158-07-011, 90158-07-012, 90158-07-013, 90158-07-015, 90159-01-001, 90159-01-002, 90159-01-003, 90159-01-004, 90159-01-005, 90159-01-006, 90159-01-007, 90159-01-008, 90159-01-009, 90159-01-010, 90159-01-011, 90159-01-012, 90159-01-013, 90159-02-001, 90159-02-002, 90159-02-003, 90159-02-004, 90159-02-005, 90159-02-006, 90159-02-007, 90159-02-008, 90159-02-009, 90159-02-010, 90159-02-011, 90159-02-012, 90159-02-016, 90159-02-017
COUNCIL DISTRICT(S):	7; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with varying current uses consisting of vacant and residential.

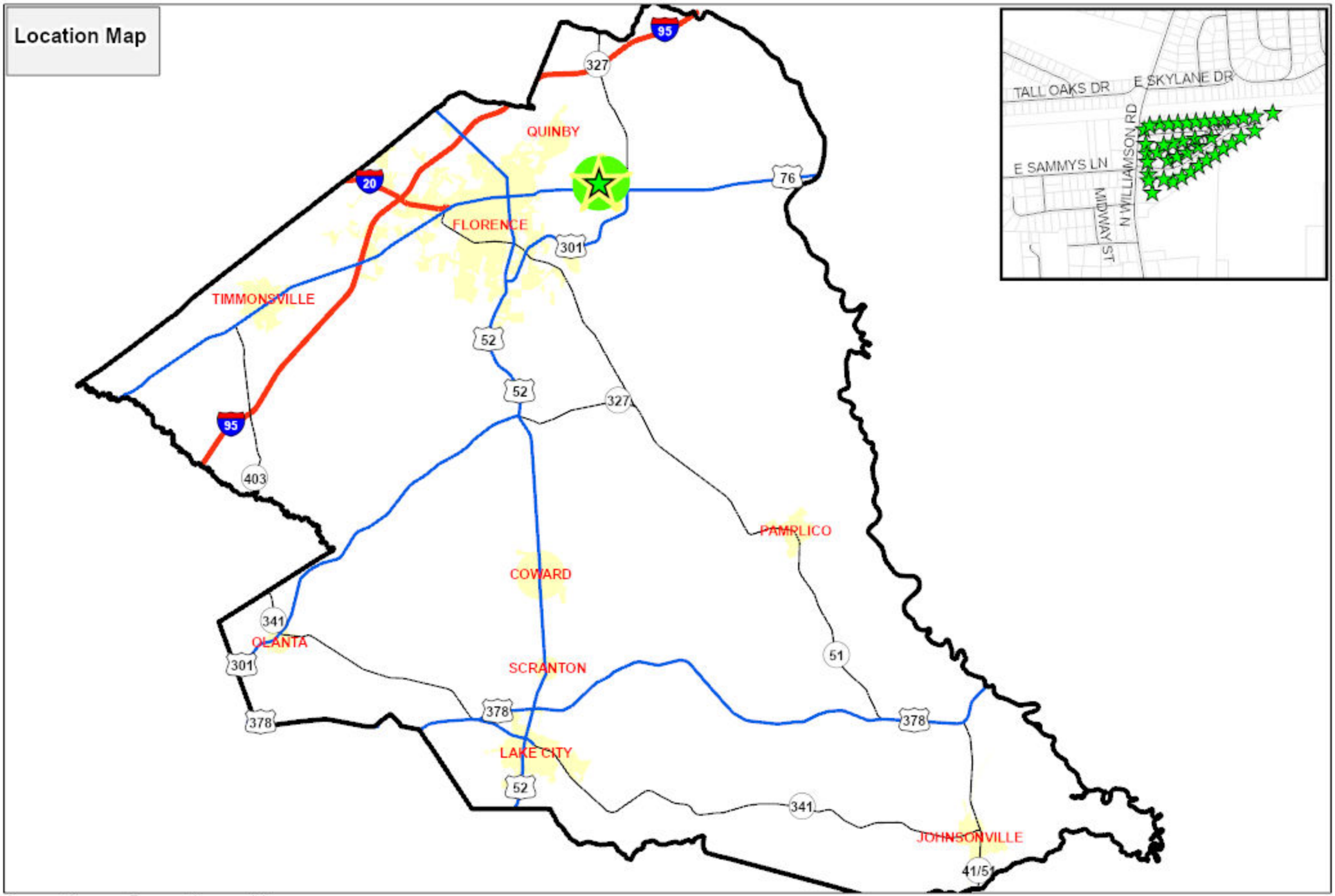
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **R-2, Single-Family Residential District**.

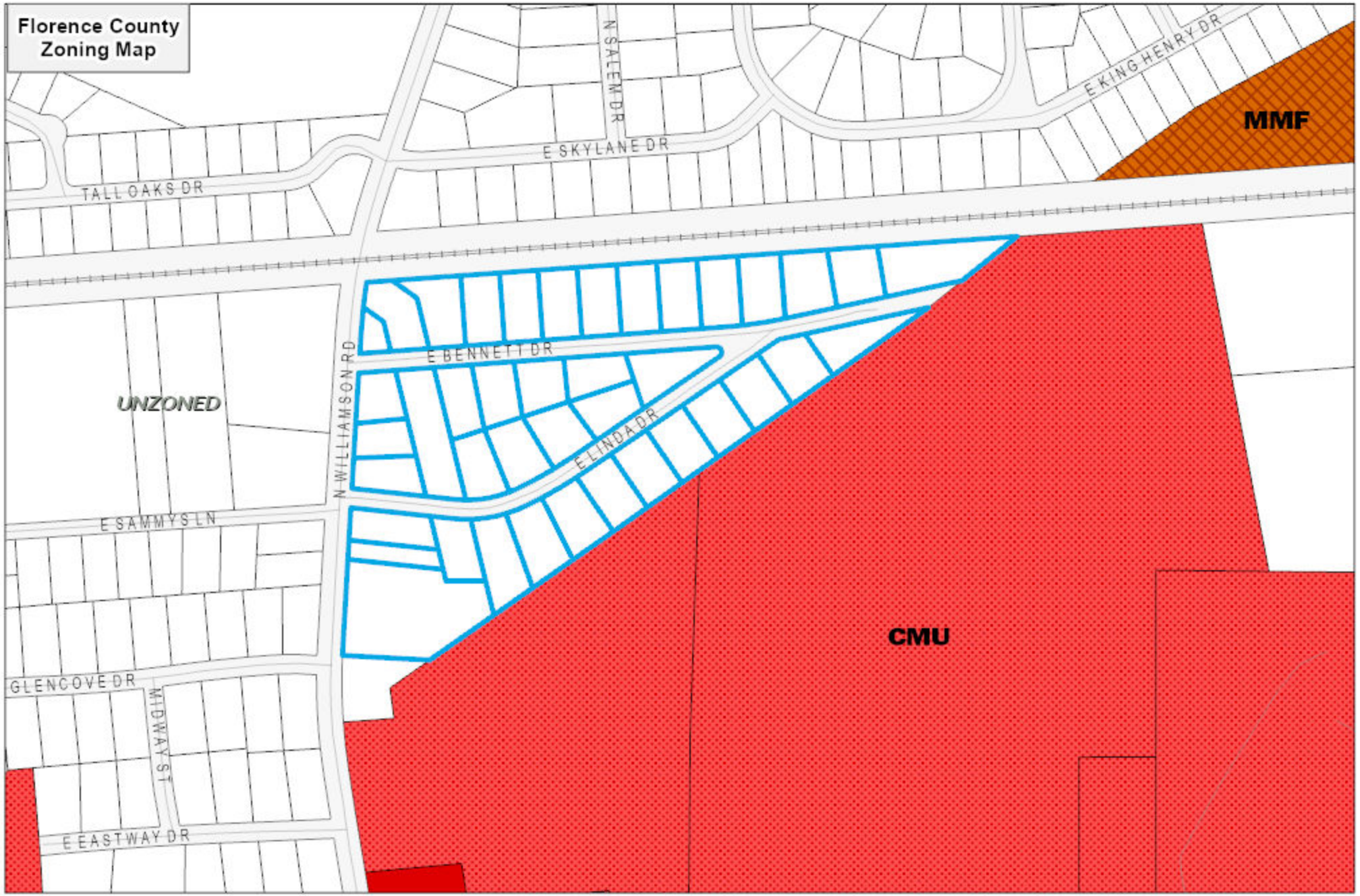
3. Surrounding Land Use and Zoning:
   All surrounding properties are unzoned.

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

FLORENCE COUNTY PLANNING COMMISSION ACTION OCTOBER 28, 2025:
Nine Planning Commission members voted 9 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 parcels from Unzoned to R-2, Single-Family Residential District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
327
76
301
52
403
51
341
378
41/51
TALL OAKS DR
E SKYLANE DR
E SAMMYS LN
N WILLIAMSON RD
MIDWAY ST
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 7
PC#2025-37


Florence County
Zoning Map
N SALEM DR
E KING HENRY DR
MMF
E SKYLANE DR
TALL OAKS DR
E BENNETT DR
N WILLIAMSON RD
UNZONED
E LINDA DR
E SAMMYS LN
CMU
GLENCOVE DR
MIDWAY ST
E EASTWAY DR
0
340
680 Feet
Current County Zoning
B-3 GENERAL
CMU, COMMERCIAL MIXED-USE
MMF, MIXED MULTI-FAMILY
UNZONED
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 7
PC#2025-37
N



Florence County
Planning Department
Meeting Date:
10/28/2025

Council District 7
PC#2025-37

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 27-2025/26
Third Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-245, 01012-01-246, 01012-01-247, 01012-01-248, 01012-01-249, 01012-01-250, 01012-01-251, 01012-01-252, 01012-01-253, 01012-01-254, 01012-01-255, 01012-01-256, 01012-01-257, 01012-01-258, 01012-01-259, 01012-01-260, 01012-01-261, 01012-01-262, 01012-01-271; And Other Matters Related Thereto.] (Planning Commission Approved 9 to 0; Council District 3)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is R-5A, Multi-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned, R-3A, or City of Florence zoning; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 27-2025/26
2. Staff report for PC#2025-38
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: October 28, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: October 28, 2025	this Ordinance was
Planning Commission Action	: October 28, 2025[Approved 9-0]	advertised for Public
First Reading/Introduction	: November 20, 2025	Hearing on October 11, 2025
Committee Referral	: N/A	(PC).
County Council Public Hearing	: N/A	
Second Reading	: December 11, 2025	
Third Reading	: January 15, 2026	
Effective Date	: Immediately	

ORDINANCE NO. 27-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-245, 01012-01-246, 01012-01-247, 01012-01-248, 01012-01-249, 01012-01-250, 01012-01-251, 01012-01-252, 01012-01-253, 01012-01-254, 01012-01-255, 01012-01-256, 01012-01-257, 01012-01-258, 01012-01-259, 01012-01-260, 01012-01-261, 01012-01-262, 01012-01-271; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is R-5A, Multi-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are either unzoned, R-3A, or City of Florence zoning; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Six Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 01012-01-245, 01012-01-246, 01012-01-247, 01012-01-248, 01012-01-249, 01012-01-250, 01012-01-251, 01012-01-252, 01012-01-253, 01012-01-254, 01012-01-255, 01012-01-256, 01012-01-257, 01012-01-258, 01012-01-259, 01012-01-260, 01012-01-261, 01012-01-262, 01012-01-271; Are Hereby Rezoned R-5A, Multi-Family Residential District.

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

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

ATTEST:

_____
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, October 28, 2025
PC#2025-38

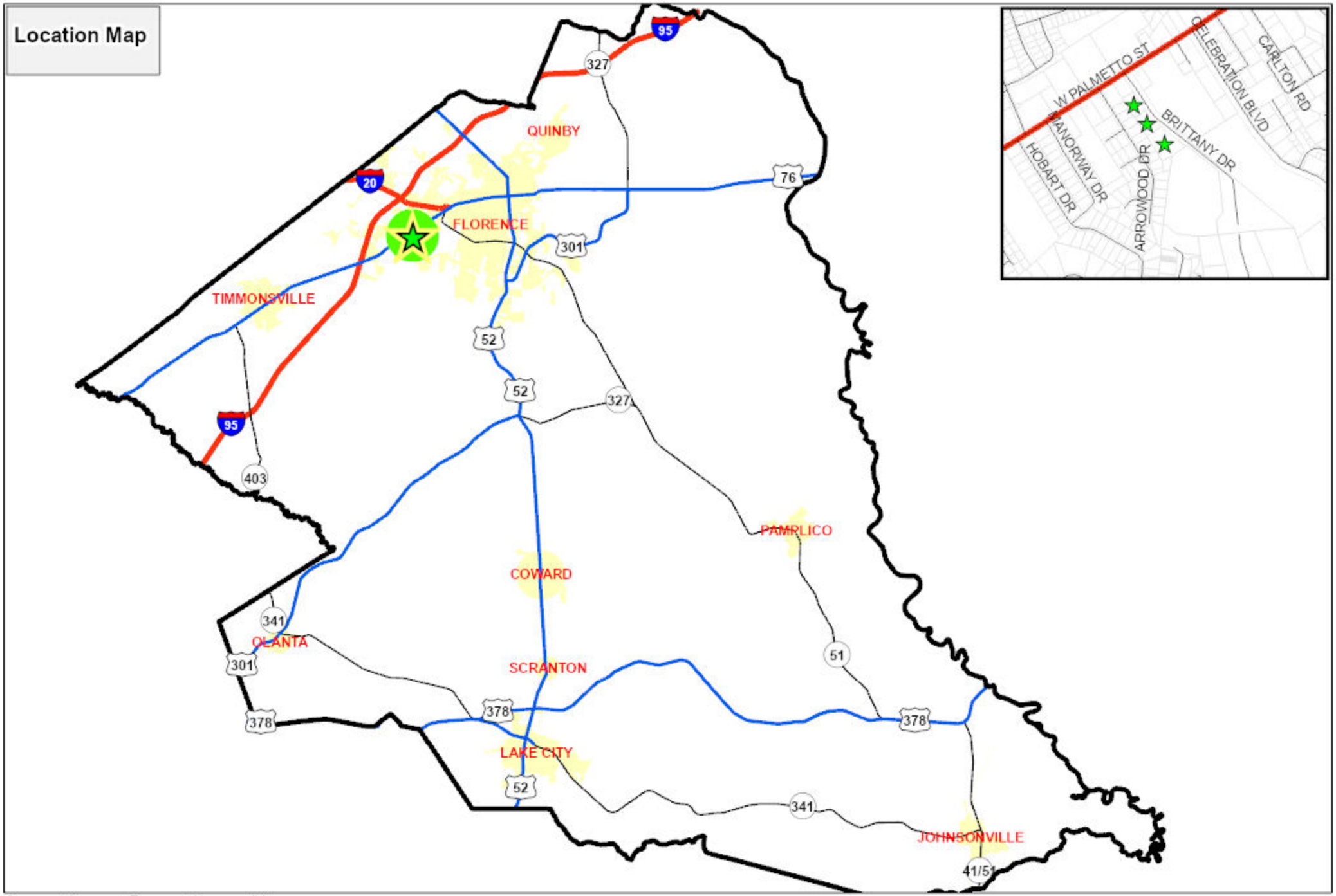
SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Six Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	01012-01-245, 01012-01-246, 01012-01-247, 01012-01-248, 01012-01-249, 01012-01-250, 01012-01-251, 01012-01-252, 01012-01-253, 01012-01-254, 01012-01-255, 01012-01-256, 01012-01-257, 01012-01-258, 01012-01-259, 01012-01-260, 01012-01-261, 01012-01-262, 01012-01-271
COUNCIL DISTRICT(S):	3; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

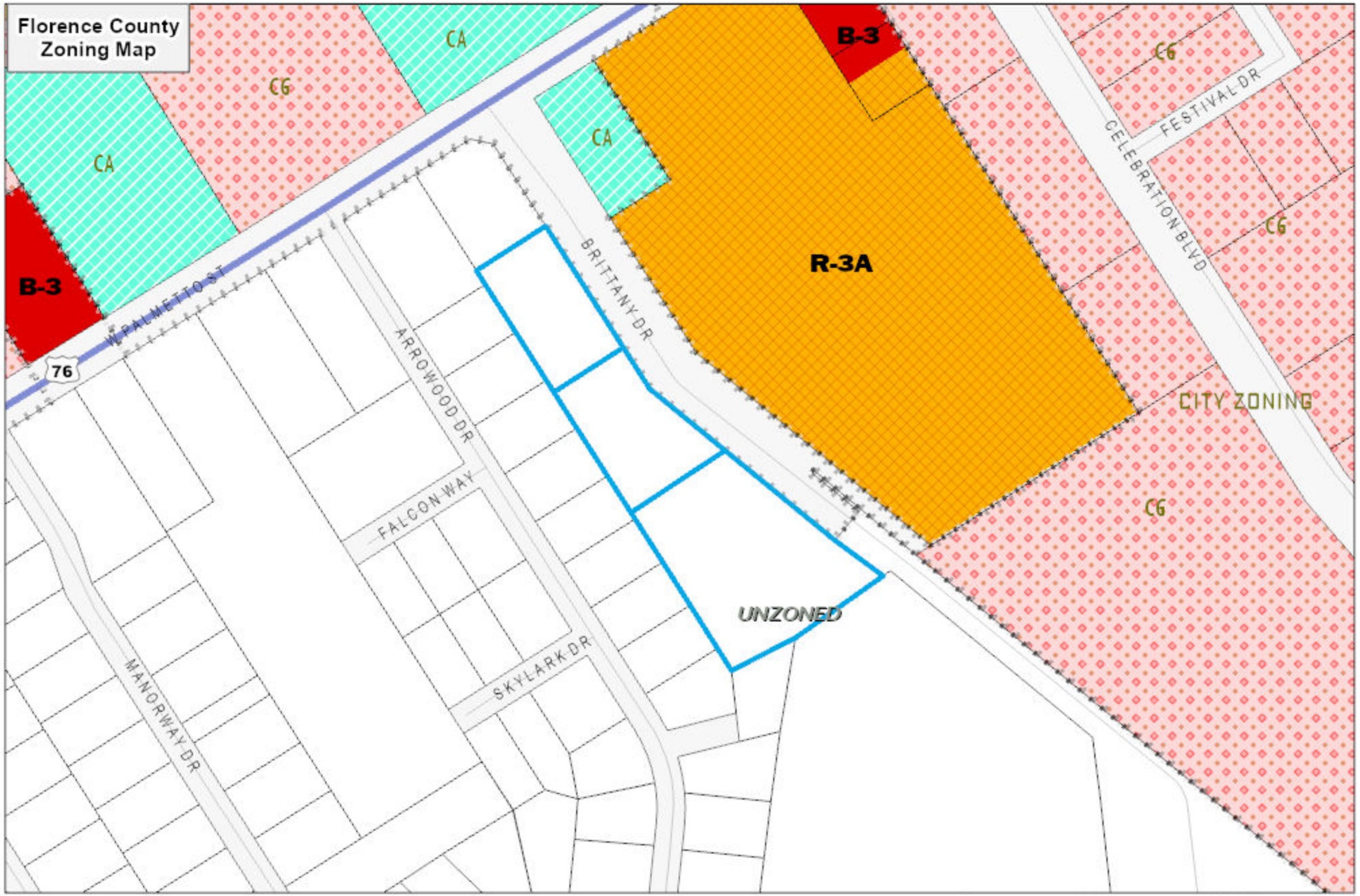
STAFF ANALYSIS:

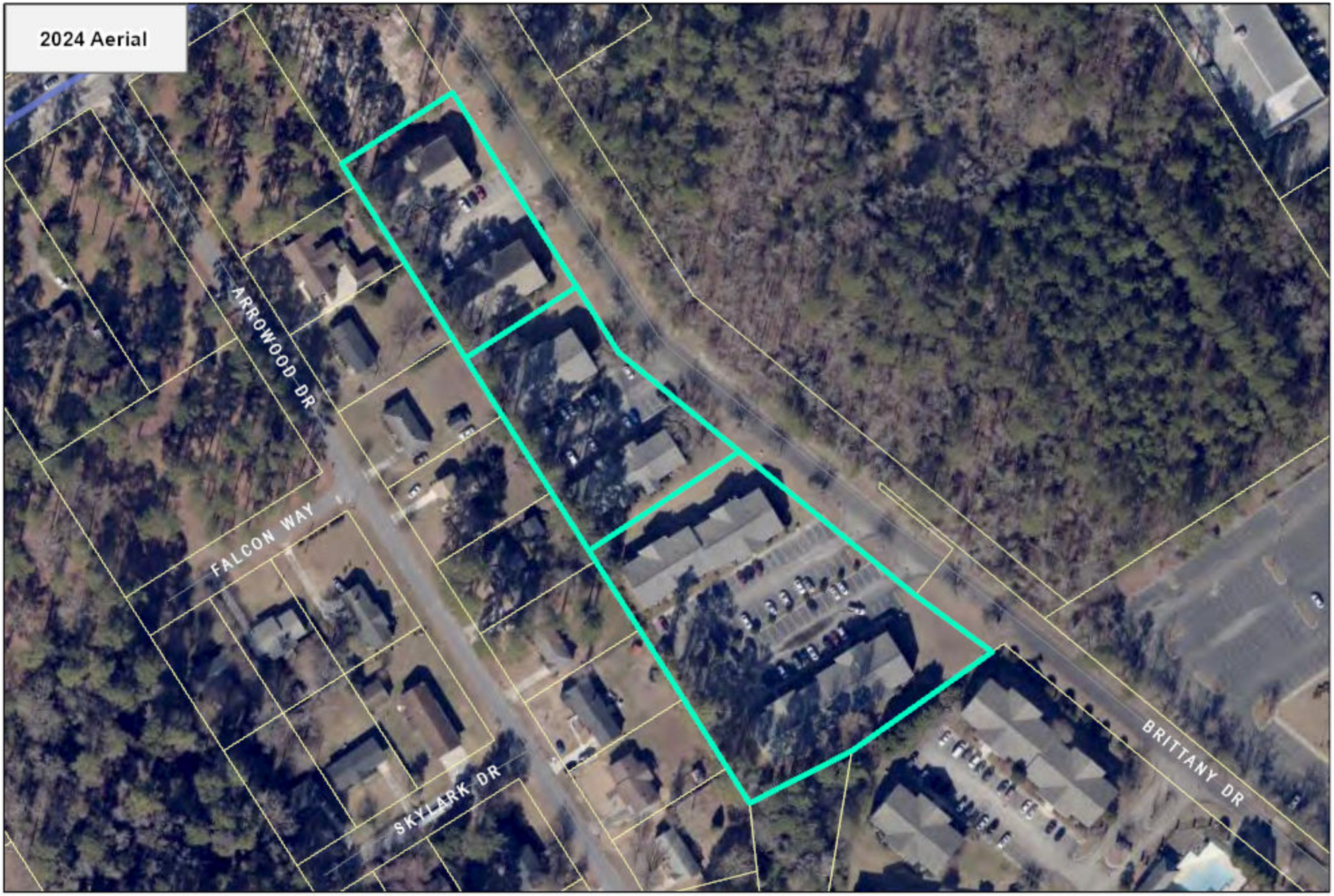
1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with current uses consisting of residential.
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **R-5A, Multi-Family Residential District**.
3. Surrounding Land Use and Zoning:
   All surrounding properties are either unzoned, R-3A, or subject to 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 OCTOBER 28, 2025:
Nine Planning Commission members voted 9 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 parcels from Unzoned to R-5A, Multi-Family Residential 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
41/51
W PALMETTO ST
CELEBRATION BLVD
CARLTON RD
BRITTANY DR
HANOVER WAY DR
HOBART DR
ARROWOOD DR
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 3
PC#2025-38


Florence County
Zoning Map
CA
CG
B-3
R-3A
W PALMETTO ST
76
BRITTANY DR
ARROWOOD DR
FALCON WAY
SKYLARK DR
MANORWAY DR
FESTIVAL DR
CELEBRATION BLVD
CITY ZONING
UNZONED
0
230
460 Feet
Current County Zoning
B-3 GENERAL
R-3A
UNZONED
Florence County
Planning Department
Meeting Date:
10/28/2025
Council District 3
PC#2025-38
N



Florence County
Planning Department
Meeting Date:
10/28/2025

Council District 3
PC#2025-38

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Ordinance No. 28-2025/26 Third 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. Project Splitshot has obtained certain land in Florence County.
2. The County and Williamsburg County desire to include certain property owned, to be owned, or to be leased by Project Splitshot.
3. The County desires to expand the boundaries of the Park and amend the Agreement to include the Project by an amendment to the Agreement.

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

ATTACHMENTS:

1. A copy of the proposed Ordinance No. 28-2025/26 Third Reading.
2. A copy of the MCIP amended agreement.

back to top

Sponsor(s)	: Economic Development
Introduction	: November 20, 2025
Committee Referral	: N/A
Committee Consideration Date	: **N/A**
Committee Recommendation	: **N/A**
Second Reading	: December 11, 2025
Public Hearing	: December 11, 2025
Third Reading	: January 15, 2026
Effective Date	: Immediately

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

ORDINANCE NO. 28-2025/26

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, [Project Splitshot] ("***[Project Splitshot]***") has obtained certain land in Florence County and is presently recruiting a project on such land (the "***Project***"); and

WHEREAS, in connection therewith, [Project Splitshot], the County, and Williamsburg County desire to include certain property owned, to be owned, or to be leased by [Project Splitshot] 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 invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and

DRAFT

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

DRAFT

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:

[]

DRAFT

Exhibit B

Amendment to Agreement

[FOLLOWS ON NEXT PAGE]

DRAFT

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 [PROJECT SPLITSHOT]**

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 _____, 2026.

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 "***[Project Splitshot] 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 [Project Splitshot] Property located in Florence 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 _____, 2026 and Williamsburg County Council Ordinance No. _____ enacted on _____, 2026 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 [Project Splitshot] Property, consisting of the parcel

DRAFT

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

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

3. 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.

4. 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]

DRAFT

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 [Project Splitshot] in Florence County:

[]

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 29-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Variable Development District 2 And To Change The Zoning Designation From MR, Lower Density Mixed Residential District To RU-2, Rural Resource District For The Property Located Off Of S. Firetower Road And E. Palmetto Street, Florence, SC, As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 070; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 6)

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

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

3. The applicant's justification for the requested map amendment changes are to accommodate a Variable Development District 2 land use and a RU-2, Rural Resource District zoning designation; and,

4. The surrounding properties are unzoned, MR, Lower Density Mixed Residential, B-3, General Commercial, and PD, Planned Development District.

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

ATTACHMENTS:
1. Ordinance No. 29-2025/26
2. Staff report for PC#2025-41
3. Location Map
4. Zoning Map
5. Aerial Map
6. Comprehensive Plan Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 26, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 29-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Variable Development District 2 And To Change The Zoning Designation From MR, Lower Density Mixed Residential District To RU-2, Rural Resource District For The Property Located Off Of S. Firetower Road And E. Palmetto Street, Florence, SC, As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 070; And Other Matters Related Thereto.]

WHEREAS:

1. This zoning map amendment was requested by Johnny Pritchard; and,

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

3. The applicant's justification for the requested map amendment changes are to accommodate a Variable Development District 2 land use and a RU-2, Rural Resource District zoning designation; and,

4. The surrounding properties are unzoned, MR, Lower Density Mixed Residential, B-3, General Commercial and PD, Planned Development District.

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

1. The Property Located Off Of S. Firetower Road and E. Palmetto Street, Florence, SC As Shown On The Following Tax Map As: 00307-01-070; Is Hereby Rezoned Variable Development District 2 and RU-2, Rural Resource 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, November 18, 2025
PC#2025-41

SUBJECT:	A Comprehensive Plan And Zoning Map Amendment Requested By Johnny Pritchard To Change The Future Land Use Designation From **Variable Development District 1** To **Variable Development District 2** And To Change The Zoning Designation **From MR, Lower Density Mixed Residential District** To **RU-2, Rural Resource District** For The Property Located Off Of S. Firetower Road And E. Palmetto Street, Florence, SC, As Shown On Florence County Tax Map Number 00307, Block 01, Parcel 070.
LOCATION:	E. Palmetto St. and S. Firetower Rd, Florence, SC 29506
TAX MAP NUMBERS:	00307, Block 01, Parcel 070
COUNCIL DISTRICT(S):	6; County Council
OWNER OF RECORD:	Johnny W Pritchard & Sandra G Pritchard
APPLICANT:	Johnny Pritchard
ZONING/LAND AREA:	MR / Approximately 17.75 acres
WATER/SEWER AVAILABILITY:	City of Florence: Water (Available) City of Florence: Sewer (Limited)
ADJACENT WATERWAYS/ BODIES OF WATER:	None
FLOOD ZONE:	X
PARCEL ZONING DESIGNATION:	MR

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The current use of the subject property is vacant and current zoning is MR, Lower Density Mixed-Residential District.
2. Proposed Land Use and Zoning:
   The proposal is to rezone the subject property to RU-2, Rural Resource District.
3. Surrounding Land Use and Zoning:

North: Florence County / Commercial, Residential / B-3, MR
South: Florence County / Rural, Vacant / Unzoned
West: Florence County / Vacant, Residential / MR, PD
East: Florence County / Vacant, Residential / Unzoned

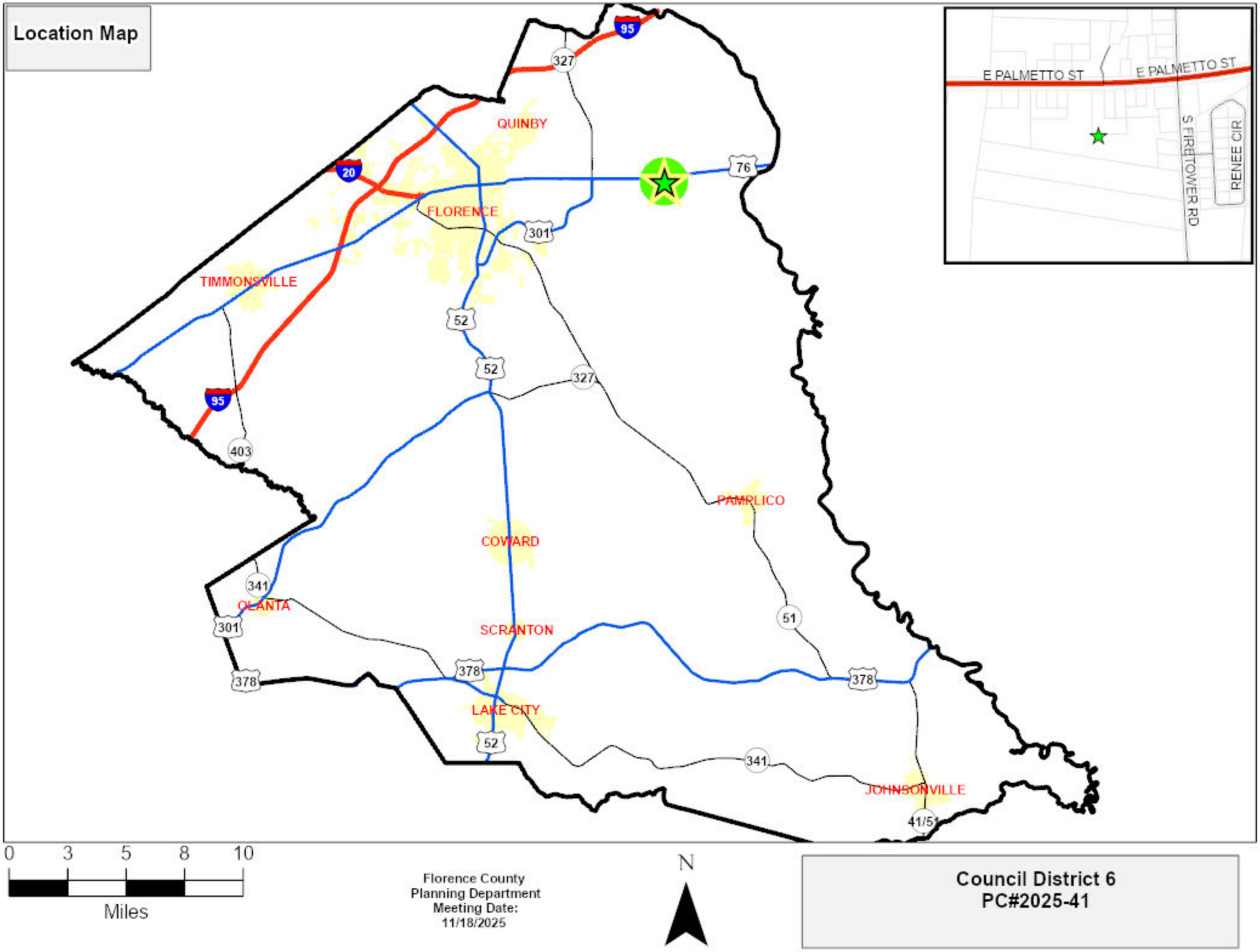
4. Transportation Access and Circulation:
   Present access to this property is by way of E. Palmetto St and S Firetower Rd, Florence

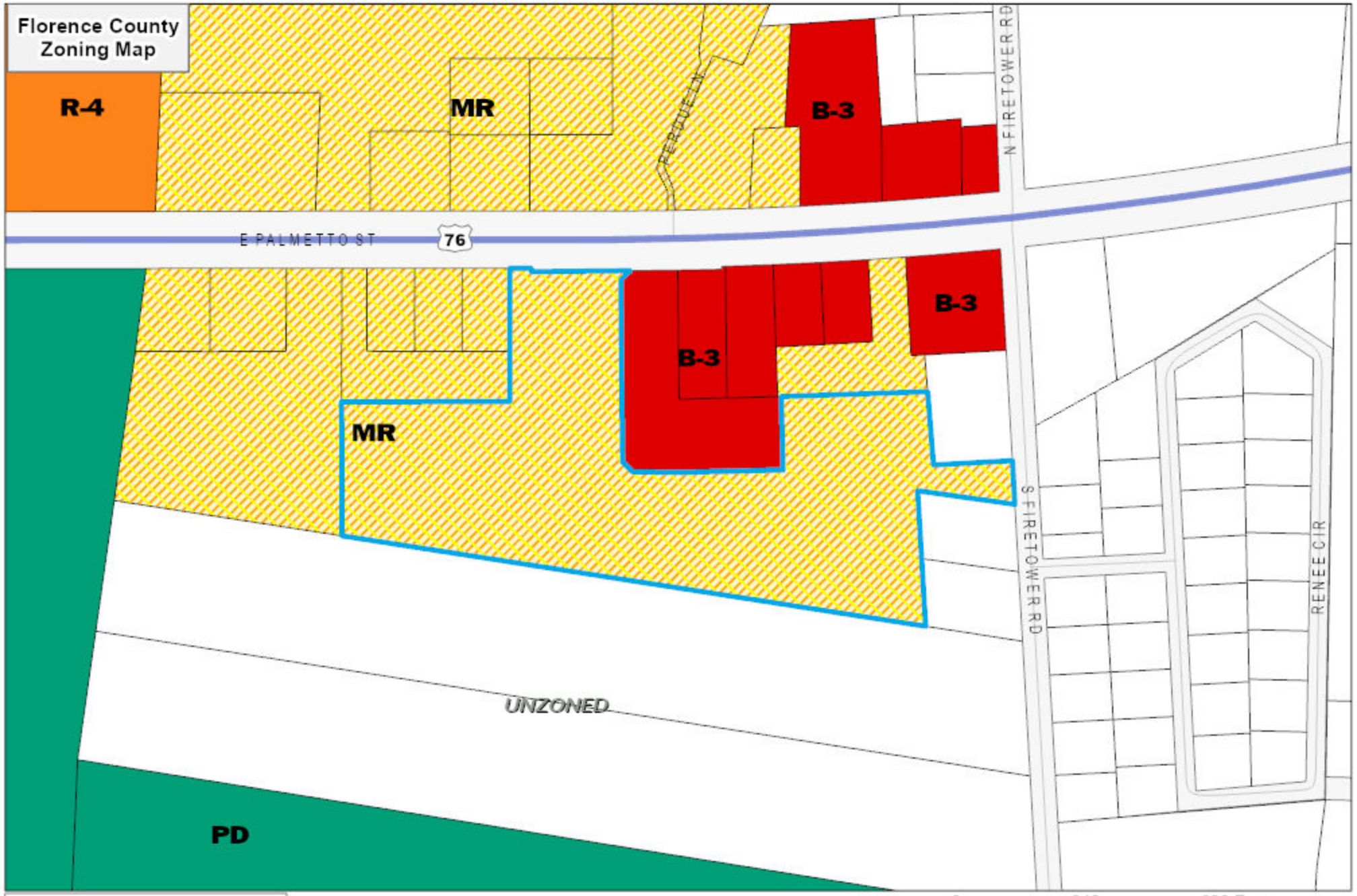
5. Traffic Review:
   The rezoning of this property from MR to RU-2 could have a minimal impact to existing traffic flows.

6. Florence County Comprehensive Plan:
   The future land use designation for the property is currently Variable Development District 1 (VD1). The applicant has requested to change their future land use designation to Variable Development District 2 (VD2). The requested rezoning of the property to RU-2 is compatible with the requested VD2 future land use designation.

FLORENCE COUNTY PLANNING COMMISSION ACTION NOVEMBER 18, 2025:
Five Planning Commission members voted 5 to 0 to approve the requested comprehensive plan and zoning map amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested comprehensive plan and zoning map amendment to the Florence County Council to change the future land use designation for Tax Map Number 00307, Block 01, Parcel 070 from Variable Development District 1 to Variable Development District 2 and to change the zoning designation from MR, Lower Density Mixed Residential District to RU-2, Rural Resource District.

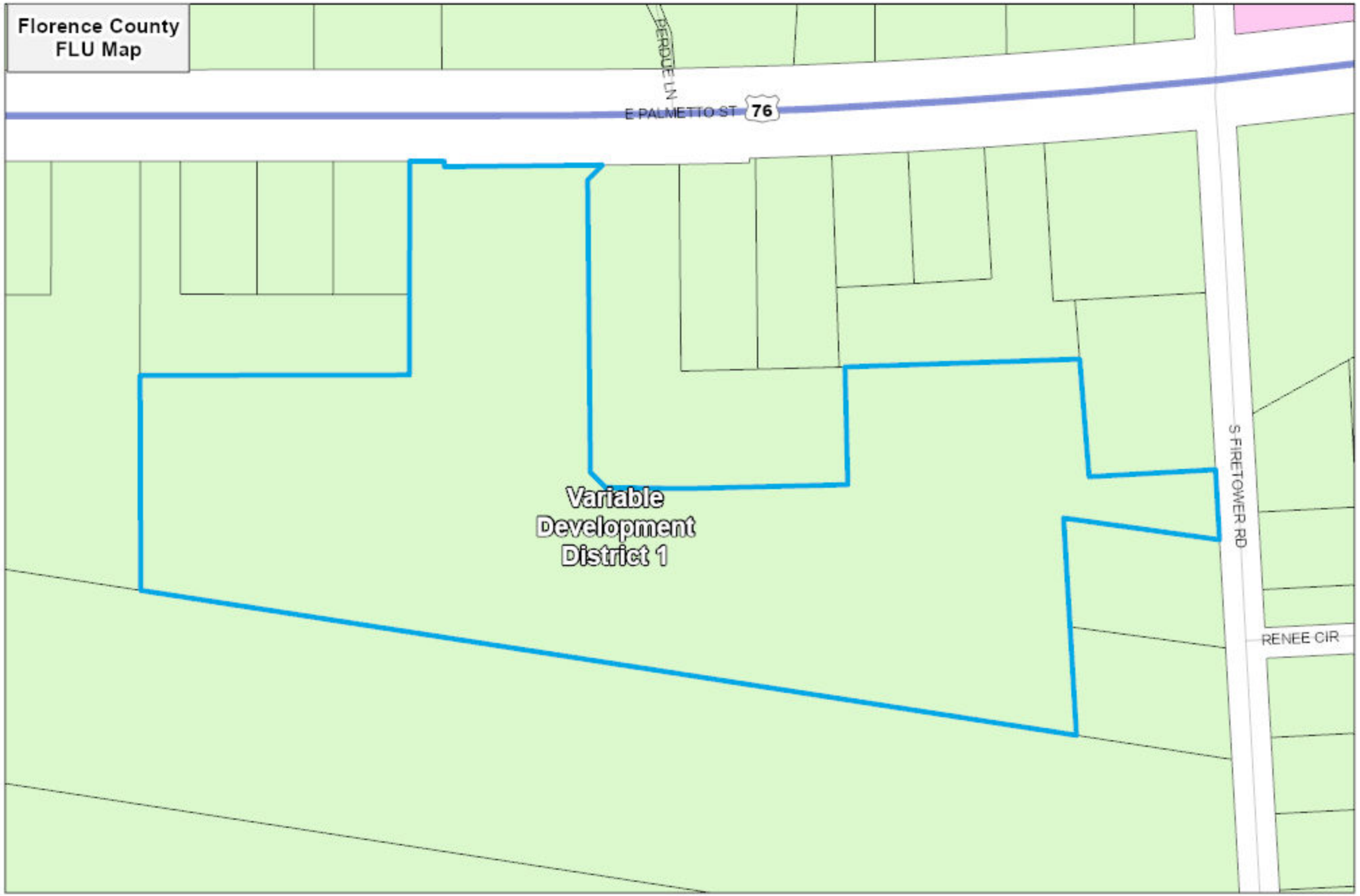

Location Map
E PALMETTO ST
E PALMETTO ST
S FIRETOWER RD
RENEE CIR
95
327
QUINBY
20
76
FLORENCE
301
TIMMONSVILLE
52
52
327
95
403
PAMPLICO
COWARD
341
OLANTA
301
SCRANTON
51
378
378
378
LAKE CITY
52
341
JOHNSONVILLE
41/51
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 6
PC#2025-41


Florence County
Zoning Map
R-4
MR
B-3
N FIRETOWER RD
E PALMETTO ST
76
B-3
B-3
MR
S FIRETOWER RD
RENEE CIR
UNZONED
PD
Current County Zoning
B-3 GENERAL
MR, MIXED RESIDENTIAL, LOW DENSITY
PD, PLANNED DEVELOPMENT
R-4, MULTI-FAMILY, LIMITED
UNZONED
0
340
680 Feet
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 6
PC#2025-41
N



Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 6
PC#2025-41


Florence County
FLU Map
BERDUE LN
E PALMETTO ST
76
S FIRETOWER RD
RENEE CIR
Variable
Development
District 1
0
400
Feet
Future Land Use
Land Use Code
City Zoning
Downtown Development District
Suburban District
Urban District
Variable Development District 1
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 6
PC#2025-41
N

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 30-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Suburban Development District And To Change The Zoning Designation From Unzoned To R-2, Single-Family Residential District For The Property Located Off Of Arrowood Drive, Florence, SC, As Shown On Florence County Tax Map Number 01012, Block 01, Parcel 195; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 3)

POINTS TO CONSIDER:
1. This change in the land use designation and zoning map amendment was requested by Florence County and recommended by the Planning Commission; and,
2. The subject property is vacant and unzoned; and,
3. The surrounding properties are unzoned; and pending approval for rezoning to R-2, Single-Family Residential District and B-3, General Commercial District zoning designations; and,
4. A public drop-in meeting was held inviting the property owner to attend and learn more about the potential zoning of their respective property; and,
5. The property owner was encouraged to contact staff and attend the Planning Commission's public hearing; and,
6. The property owner was provided public notice that included not less than two separate letters, a sign posted on their property, newspaper ads, and postings within public buildings.

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

ATTACHMENTS:
1. Ordinance No. 30-2025/26
2. Staff report for PC#2025-42
3. Location Map
4. Zoning Map
5. Aerial Map
6. Comprehensive Plan Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 30-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Future Land Use Designation From Variable Development District 1 To Suburban Development District And To Change The Zoning Designation From Unzoned To R-2, Single-Family Residential District For The Property Located Off Of Arrowood Drive, Florence, SC, As Shown On Florence County Tax Map Number 01012, Block 01, Parcel 195; And Other Matters Related Thereto.]

WHEREAS:

1. This change in the land use designation and zoning map amendment was requested by Florence County and recommended by the Planning Commission; and,
2. The subject property is vacant and unzoned; and
3. The surrounding properties are unzoned; and pending approval for rezoning to R-2, Single-Family Residential District and B-3, General Commercial District zoning designations; and,
4. A public drop-in meeting was held inviting the property owner to attend and learn more about the potential zoning of their respective property; and,
5. The property owner was encouraged to contact staff and attend the Planning Commission's public hearing; and,
6. The property owner was provided public notice that included not less than two separate letters, a sign posted on their property, newspaper ads, and postings within public buildings.

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

1. The Property Located Off Of Arrowood Drive And Falcon Way, Florence, SC As Shown On The Following Tax Map As: 01012-01-195; Is Hereby Rezoned Suburban Development District and R-2, Single-Family Residential District.

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

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

ATTEST:

_____
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, November 18, 2025
PC#2025-42

SUBJECT: A Comprehensive Plan And Zoning Map Amendment Requested By Florence County To Change The Future Land Use Designation From **Variable Development District 1** To **Suburban Development District** And To Change The Zoning Designation From **Unzoned** To **R-2, Single-Family Residential District** For The Property Located Off Of Arrowood Drive, Florence, SC, As Shown On Florence County Tax Map Number 01012, Block 01, Parcel 195.

LOCATION: The Highway 76 Gateway Study

TAX MAP NUMBERS: 01012, Block 01, Parcel 195

COUNCIL DISTRICT(S): 3; County Council

APPLICANT: County of Florence

ZONING/LAND AREA: Unzoned / Approximately 1.04 acres

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject property is currently unzoned and vacant.

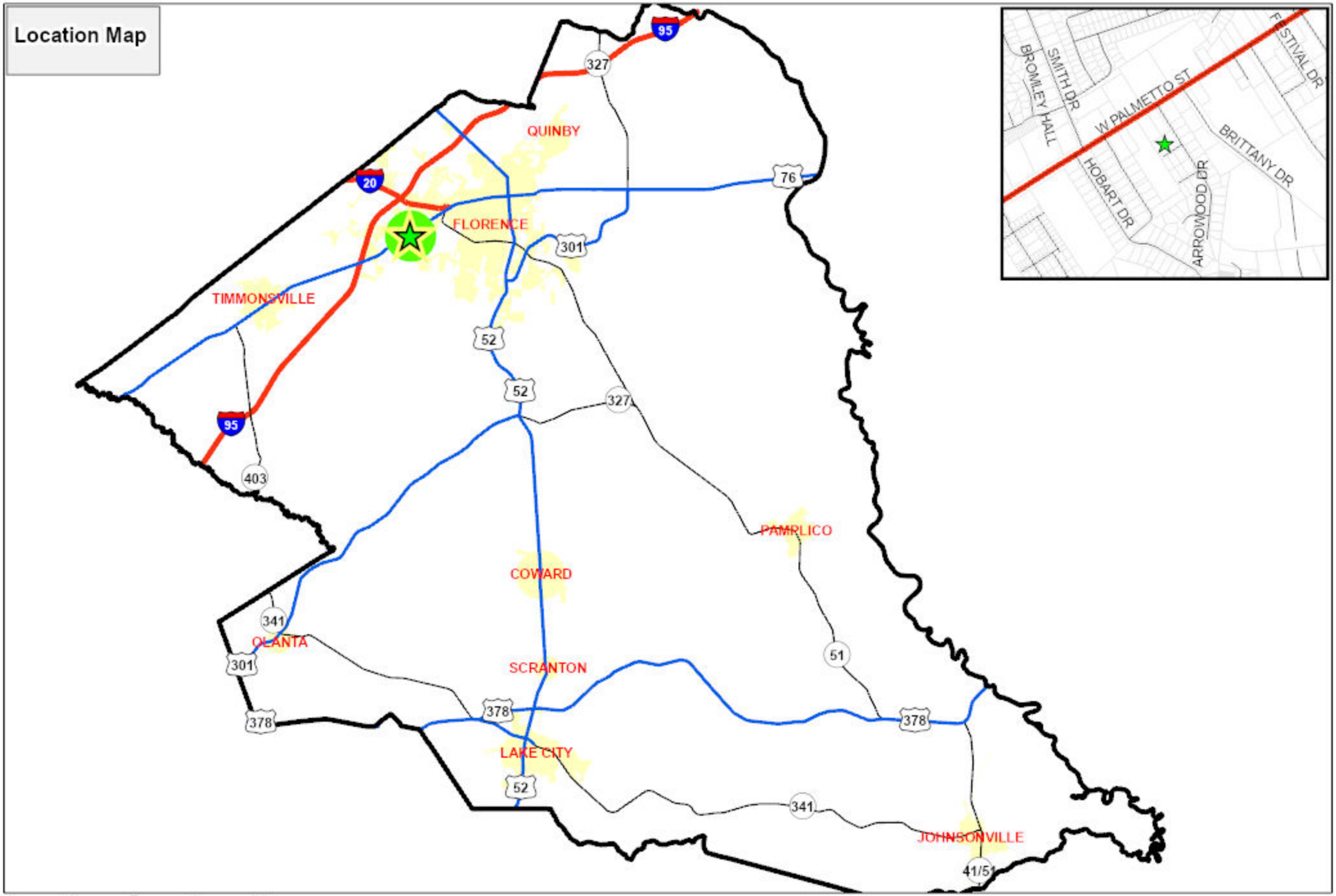
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject property is R-2, Single-Family Residential District.

3. Surrounding Land Use and Zoning:
   All surrounding properties are presently unzoned; however, zoning has been recommended and pending County Council's approval. The recommended zoning for the surrounding properties is R-2, Single-Family Residential District.

4. Florence County Comprehensive Plan:
   The future land use designation for the property is currently Variable Development District 1 (VD1). The applicant has requested to change their future land use designation to Suburban Development District (SD). The requested rezoning of the property to R-2, Single-Family Residential District is compatible with the requested Suburban Development District future land use designation.

FLORENCE COUNTY PLANNING COMMISSION ACTION NOVEMBER 18, 2025:
Five Planning Commission members voted 5 to 0 to approve the requested comprehensive plan and zoning map amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested comprehensive plan and zoning map amendment to the Florence County Council to change the future land use designation for Tax Map Number 01012, Block 01, Parcel 195 from Variable Development District 1 to Suburban Development District and to change the zoning designation from Unzoned to R-2, Single-Family Residential District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
76
301
52
327
403
341
51
378
41/51
W PALMETTO ST
BROMLEY HALL
SMITH DR
FESTIVAL DR
HOBART DR
ARROWOOD DR
BRITTANY DR
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 3
PC#2025-42



Current County Zoning
UNZONED

Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 3
PC#2025-42



Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 3
PC#2025-42


Florence County
FLU Map
Variable
Development
District 1
Suburban
District
ARROWOOD DR
FALCON WAY
0
100
Feet
Future Land Use
Land Use Code
City Zoning
Downtown Development District
Suburban District
Urban District
Variable Development District 1
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 3
PC#2025-42
N

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 31-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-042, 01012-01-043, 01012-01-044, 01012-01-045, 01012-01-046, 01012-01-047, 01012-01-048, 01012-01-049, 01012-01-050, 01012-01-051, 01012-01-052, 01012-01-053, 01012-01-054, 01012-01-055, 01012-01-056, 01012-01-057, 01012-01-058, 01012-01-059, 01012-01-060, 01012-01-061, 01012-01-062, 01012-01-063, 01012-01-064, 01012-01-065, 01012-01-066, 01012-01-067, 01012-01-068, 01012-01-069, 01012-01-070, 01012-01-071, 01012-01-072, 01012-01-073, 01012-01-074, 01012-01-075, 01012-01-076, 01012-01-077, 01012-01-095, 01012-01-118, 01012-01-119, 01012-01-121, 01012-01-125, 01012-01-126; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 3, 9)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned, City of Florence zoning, and pending approval for R-2, Single-Family Residential District and B-3, General Commercial District zoning designations; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 31-2025/26
2. Staff report for PC#2025-43
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 31-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 01012-01-042, 01012-01-043, 01012-01-044, 01012-01-045, 01012-01-046, 01012-01-047, 01012-01-048, 01012-01-049, 01012-01-050, 01012-01-051, 01012-01-052, 01012-01-053, 01012-01-054, 01012-01-055, 01012-01-056, 01012-01-057, 01012-01-058, 01012-01-059, 01012-01-060, 01012-01-061, 01012-01-062, 01012-01-063, 01012-01-064, 01012-01-065, 01012-01-066, 01012-01-067, 01012-01-068, 01012-01-069, 01012-01-070, 01012-01-071, 01012-01-072, 01012-01-073, 01012-01-074, 01012-01-075, 01012-01-076, 01012-01-077, 01012-01-095, 01012-01-118, 01012-01-119, 01012-01-121, 01012-01-125, 01012-01-126; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned, City of Florence zoning, and pending approval for rezoning to B-3, General Commercial and R-2, Single-Family Residential District designations; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Seven Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 01012-01-042, 01012-01-043, 01012-01-044, 01012-01-045, 01012-01-046, 01012-01-047, 01012-01-048, 01012-01-049, 01012-01-050, 01012-01-051, 01012-01-052, 01012-01-053, 01012-01-054, 01012-01-055, 01012-01-056, 01012-01-057, 01012-01-058, 01012-01-059, 01012-01-060, 01012-01-061, 01012-01-062, 01012-01-063, 01012-01-064, 01012-01-065, 01012-01-066, 01012-01-067, 01012-01-068, 01012-01-069, 01012-01-070, 01012-01-071, 01012-01-072, 01012-01-073, 01012-01-074, 01012-01-075, 01012-01-076, 01012-01-077, 01012-01-095, 01012-01-118, 01012-01-119, 01012-01-121, 01012-01-125, 01012-01-126; Are Hereby Rezoned R-2, Single-Family Residential District.

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

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

ATTEST:

_____
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, November 18, 2025
PC#2025-43

SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	01012-01-042, 01012-01-043, 01012-01-044, 01012-01-045, 01012-01-046, 01012-01-047, 01012-01-048, 01012-01-049, 01012-01-050, 01012-01-051, 01012-01-052, 01012-01-053, 01012-01-054, 01012-01-055, 01012-01-056, 01012-01-057, 01012-01-058, 01012-01-059, 01012-01-060, 01012-01-061, 01012-01-062, 01012-01-063, 01012-01-064, 01012-01-065, 01012-01-066, 01012-01-067, 01012-01-068, 01012-01-069, 01012-01-070, 01012-01-071, 01012-01-072, 01012-01-073, 01012-01-074, 01012-01-075, 01012-01-076, 01012-01-077, 01012-01-095, 01012-01-118, 01012-01-119, 01012-01-121, 01012-01-125, 01012-01-126
COUNCIL DISTRICT(S):	3 & 9; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with current uses consisting of residential.

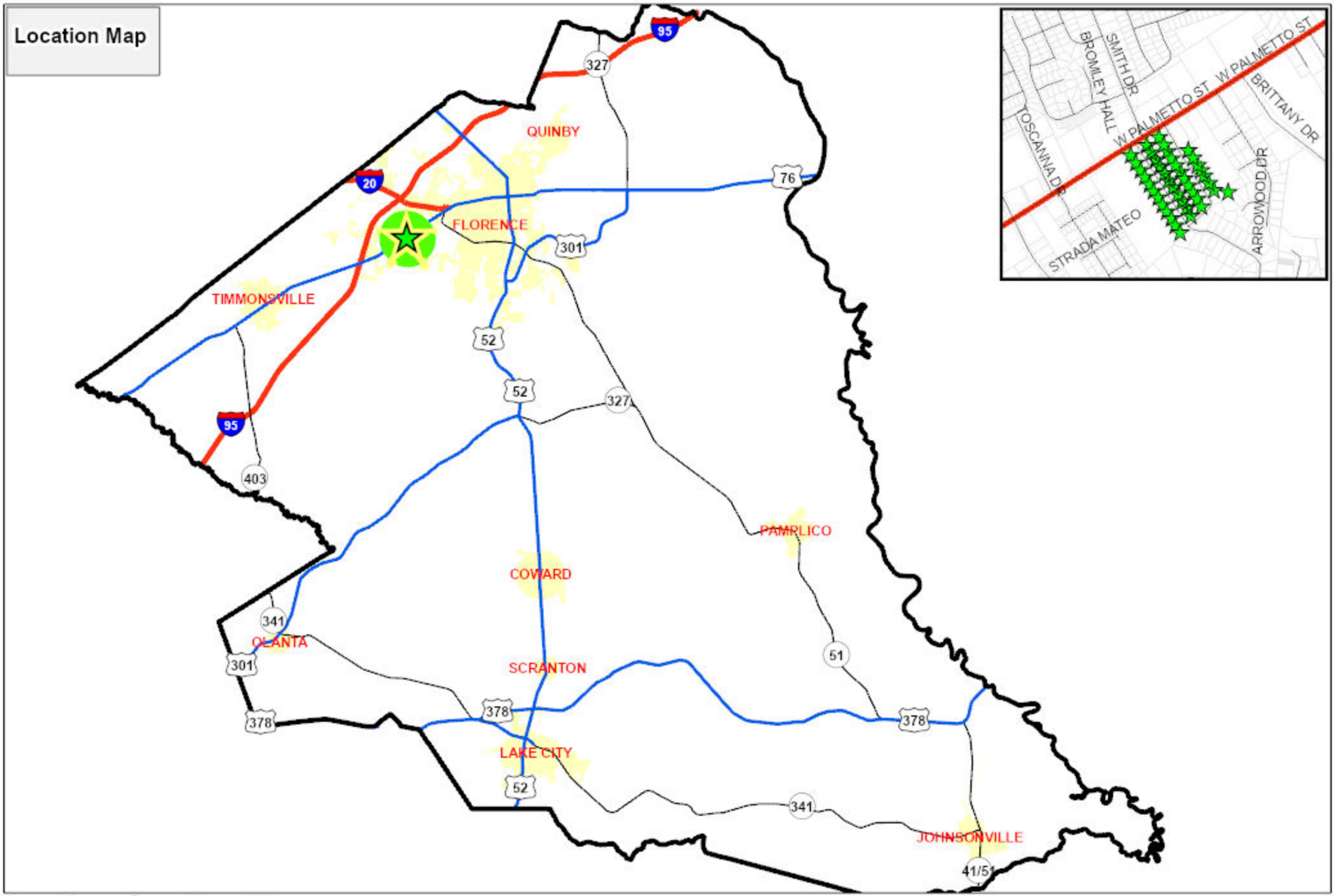
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **R-2, Single-Family Residential District**.

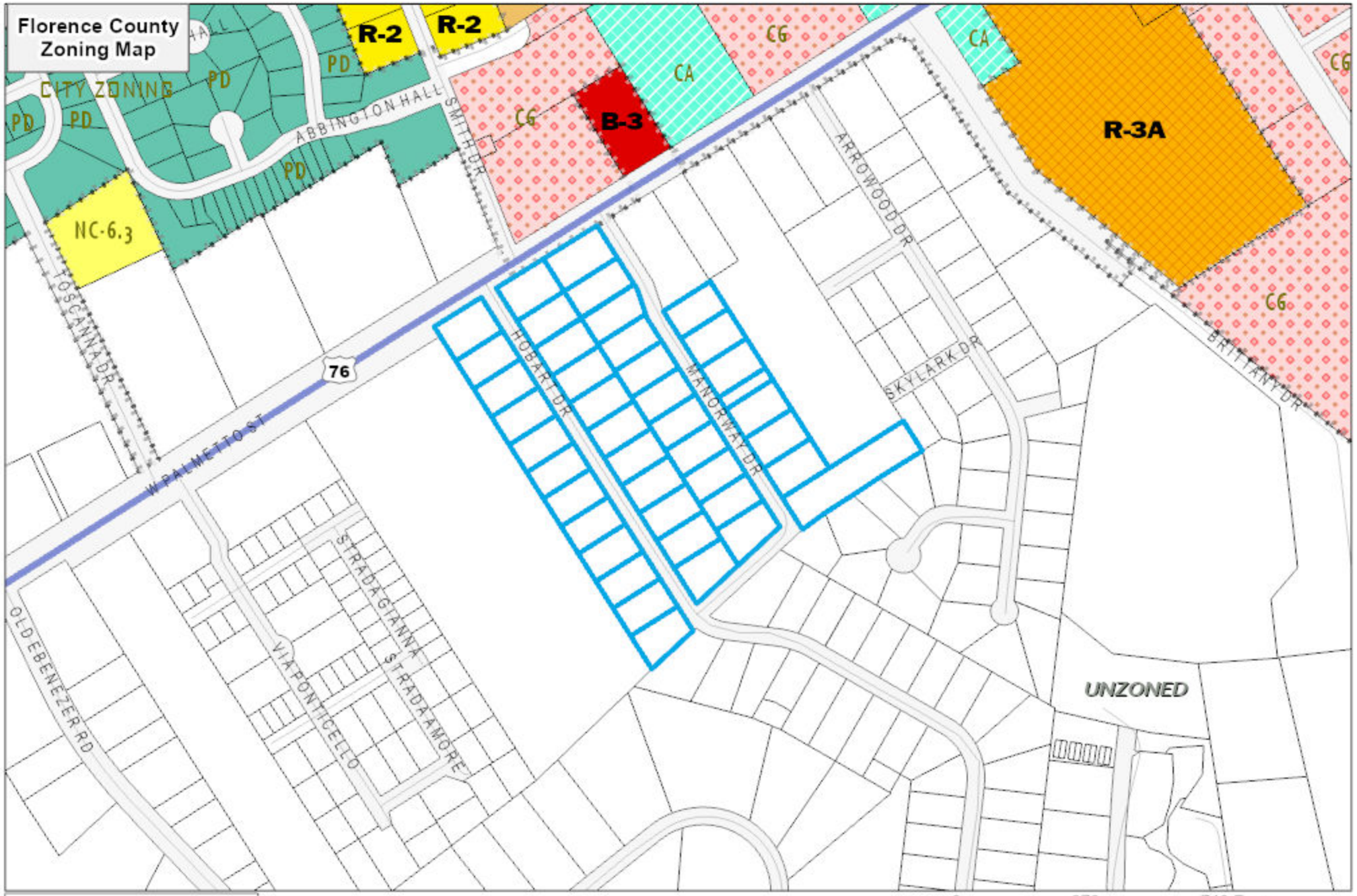
3. Surrounding Land Use and Zoning:
   All surrounding properties are presently unzoned. However, zoning has been recommended and pending County Council's approval for the properties located in group six of The 76 Highway Gateway Study. The recommended zoning is R-2, Single-Family Residential District for the surrounding properties.

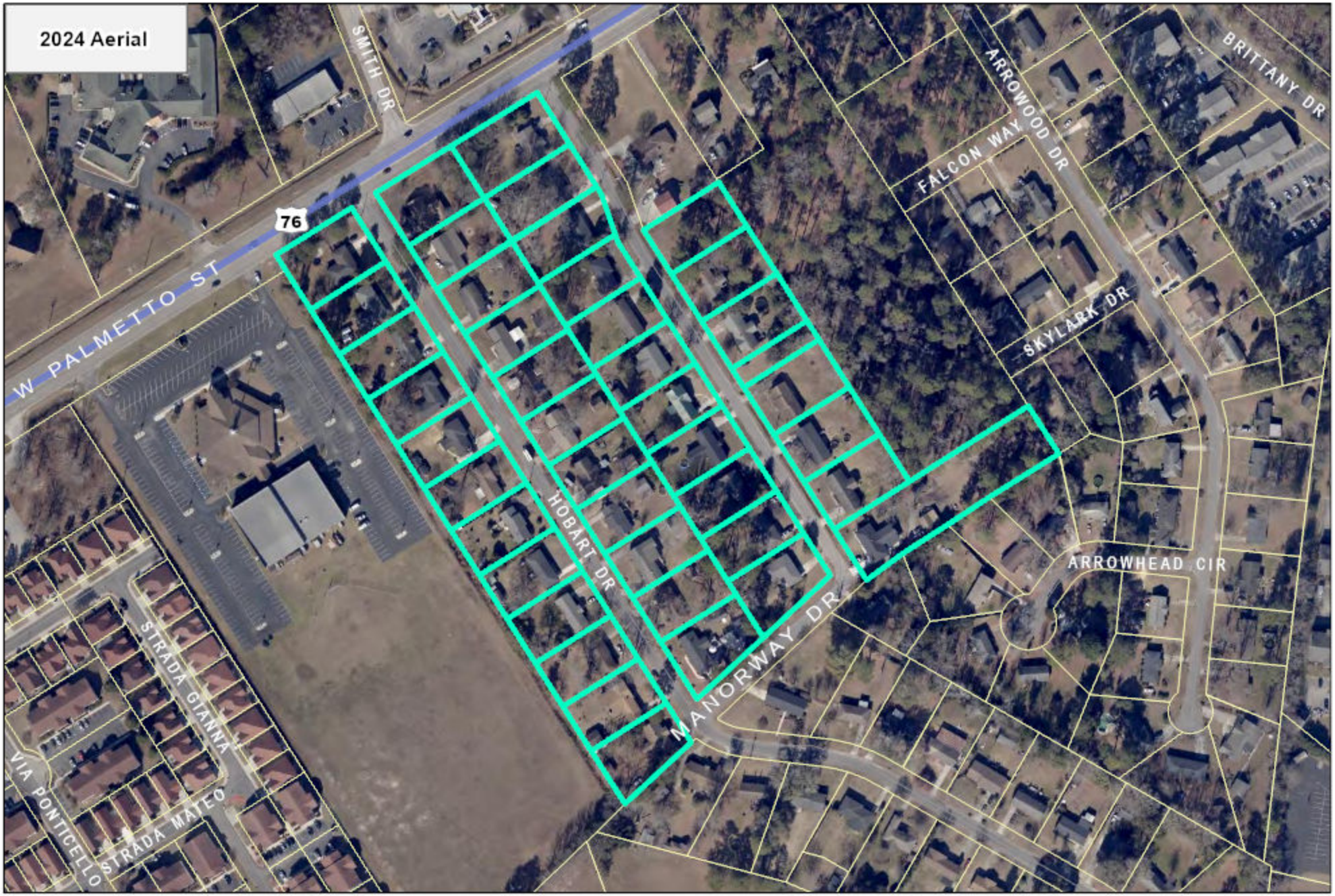
4. Florence County Comprehensive Plan:
   The recommended zoning district is compatible with the subject properties' future land use designation.

FLORENCE COUNTY PLANNING COMMISSION ACTION NOVEMEBR 18, 2025:
Five Planning Commission members voted 5 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 parcels from Unzoned to R-2, Single-Family Residential District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
327
76
301
52
403
341
51
378
41/51
SMITH DR
BROMLEY HALL
W PALMETTO ST
BRITTANY DR
TOSCANNA DR
ARROWOOD DR
STRADA MATEO
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 3,9
PC#2025-43


Florence County
Zoning Map
R-2
R-2
PD
CITY ZONING
PD
PD
PD
PD
ABBINGTON HALL
SMITH DR
CG
B-3
CA
CG
CA
R-3A
CG
CG
NC-6.3
TOSCANNA DR
W PALMETTO ST
76
HOBART DR
MANOR WAY DR
ARROWOOD DR
SKYLARK DR
BRITTANY DR
OLD EBENEZER RD
VIA PONTICELLO
STRADA GIANNA
STRADA AMORE
UNZONED
0
370
740 Feet
N
Current County Zoning
B-3 GENERAL
PD, PLANNED DEVELOPMENT
R-2, SINGLE-FAMILY, MEDIUM LOTS
R-3A
UNZONED
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 3,9
PC#2025-43



Florence County
Planning Department
Meeting Date:
11/18/2025

N

Council District 3,9
PC#2025-43

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 32-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00100-01-050, 00100-01-060, 00100-01-061, 00100-01-101, 01012-01-038, 01012-01-040, 01012-01-078; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 3, 9)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is B-3, General Commercial District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with commercial and residential uses; and,
4. The surrounding properties are unzoned, City of Florence zoning, and pending approval for B-3, General Commercial District zoning designation; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 32-2025/26
2. Staff report for PC#2025-44
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 32-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00100-01-050, 00100-01-060, 00100-01-061, 00100-01-101, 01012-01-038, 01012-01-040, 01012-01-078; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is B-3, General Commercial District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with commercial and residential uses; and,
4. The surrounding properties are unzoned, City of Florence zoning, and pending approval for B-3, General Commercial District zoning designation; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Seven Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 00100-01-050, 00100-01-060, 00100-01-061, 00100-01-101, 01012-01-038, 01012-01-040, 01012-01-078; Are Hereby Rezoned 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:

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, November 18, 2025
PC#2025-44

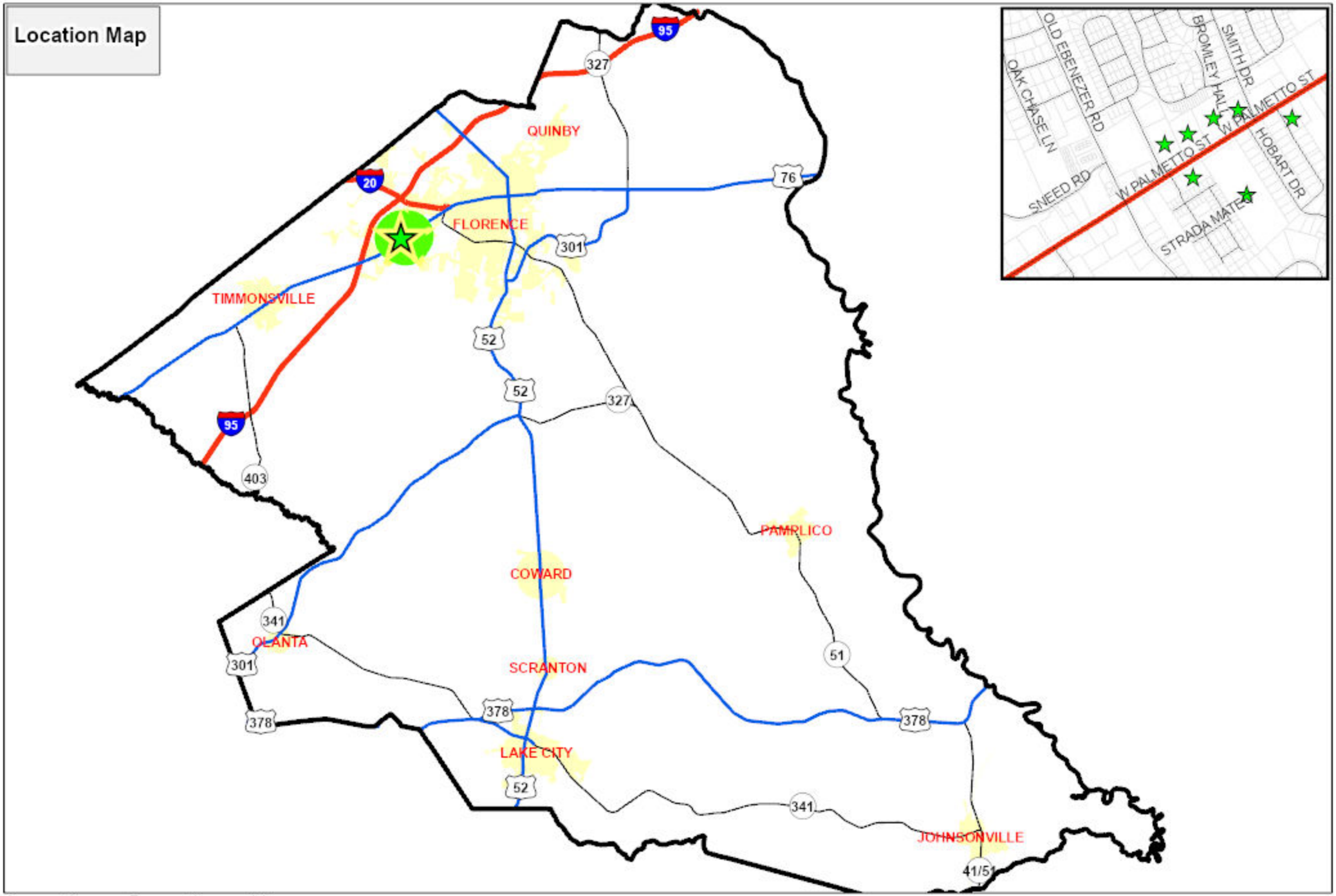
SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	00100-01-050, 00100-01-060, 00100-01-061, 00100-01-101, 01012-01-038, 01012-01-040, 01012-01-078
COUNCIL DISTRICT(S):	3 & 9; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

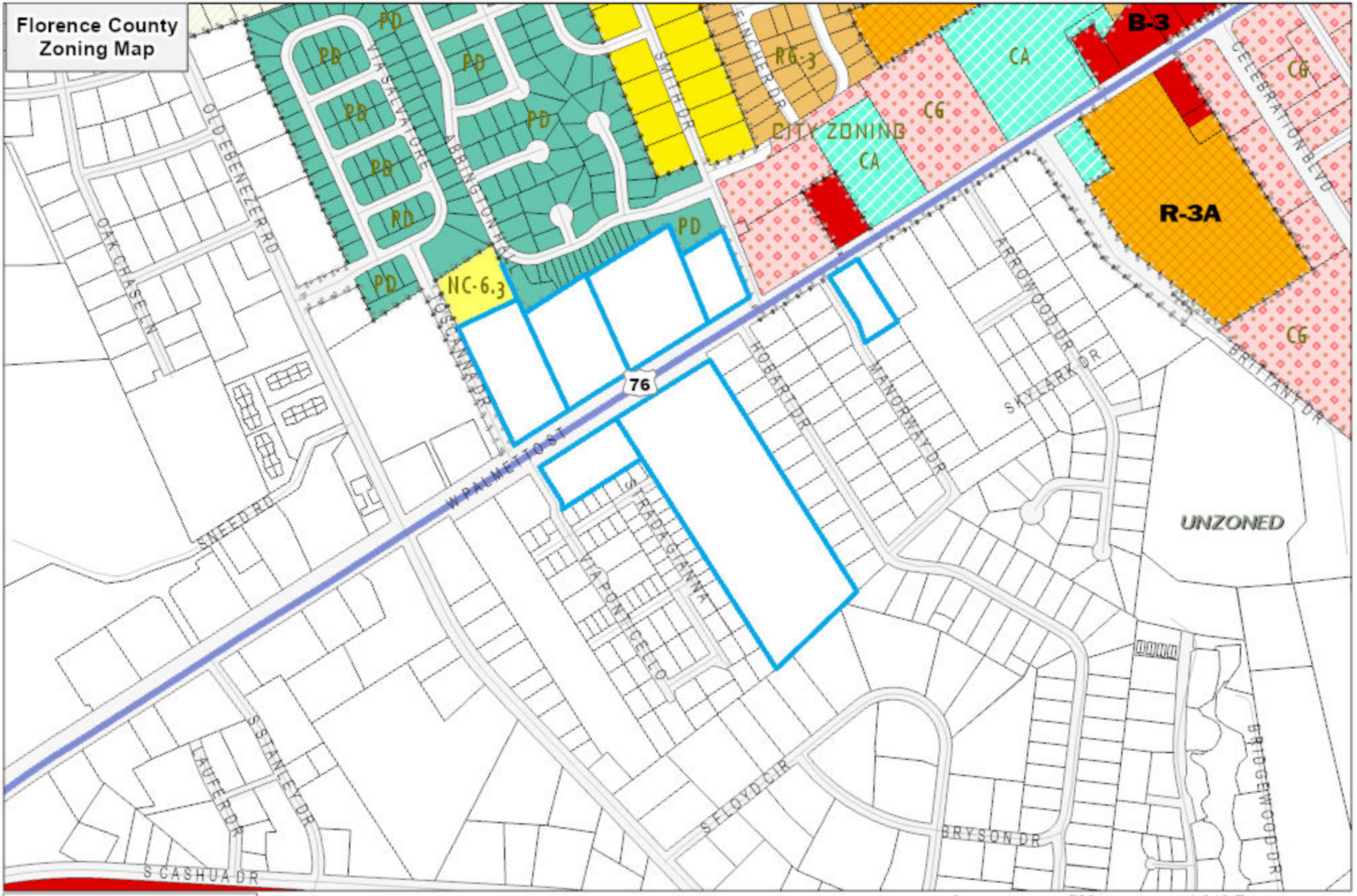
STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with varying current uses consisting of residential and commercial.
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **B-3 General Commercial District**.
3. Surrounding Land Use and Zoning:
   All surrounding properties are either unzoned or subject to the 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 NOVEMEBR 18, 2025:
Five Planning Commission members voted 5 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 parcels from Unzoned to B-3, General Commercial District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
327
76
301
52
403
341
51
378
41/51
OLD EBENEZER RD
OAK CHASE LN
BROMLEY HALL
SMITH DR
W PALMETTO ST
HOBART DR
SNEED RD
STRADA MATE
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 3,9
PC#2025-44



Current County Zoning

- B-3 GENERAL
- PD, PLANNED DEVELOPMENT
- R-2, SINGLE-FAMILY, MEDIUM LOTS
- R-3A
- UNZONED

Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 3,9
PC#2025-44



Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 3,9
PC#2025-44

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 33-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00101-01-309, 00101-01-401, 00101-01-402; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 3)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is R-5A, Multi-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned, City of Florence zoning, and pending approval for R-2, Single-Family Residential District and R-5A, Multi-Family Residential District zoning designations; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 33-2025/26
2. Staff report for PC#2025-45
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 33-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 00101-01-309, 00101-01-401, 00101-01-402; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is R-5A, Multi-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned, City of Florence zoning, and pending approval for R-2, Single-Family Residential District and R-5A, Multi-Family Residential District zoning designations; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Seven Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 00101-01-309, 00101-01-401, 00101-01-402; Are Hereby Rezoned R-5A, Multi-Family Residential District.

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

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

ATTEST:

_____
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, November 18, 2025
PC#2025-45

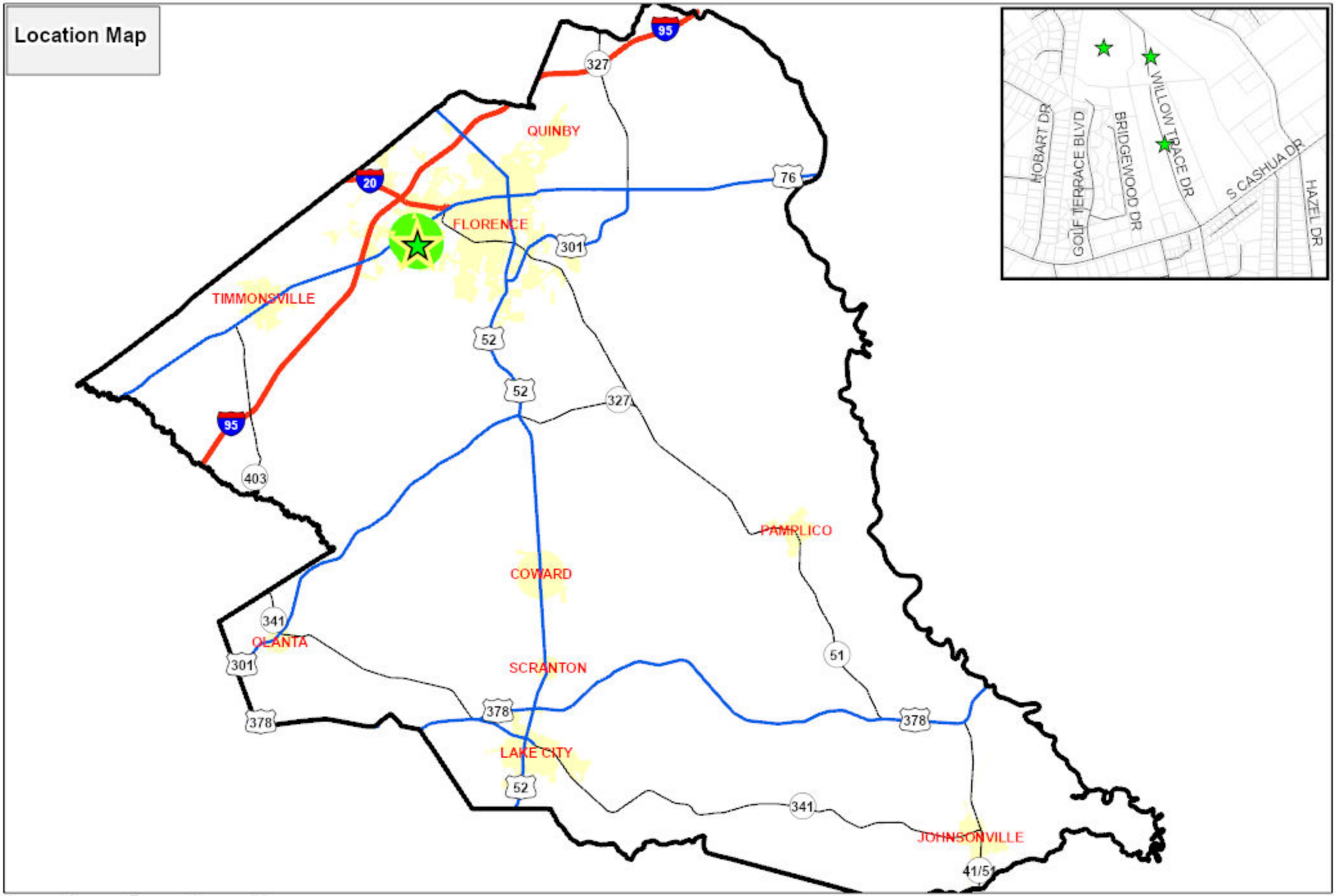
SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	00101-01-309, 00101-01-401, 00101-01-402
COUNCIL DISTRICT(S):	3; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

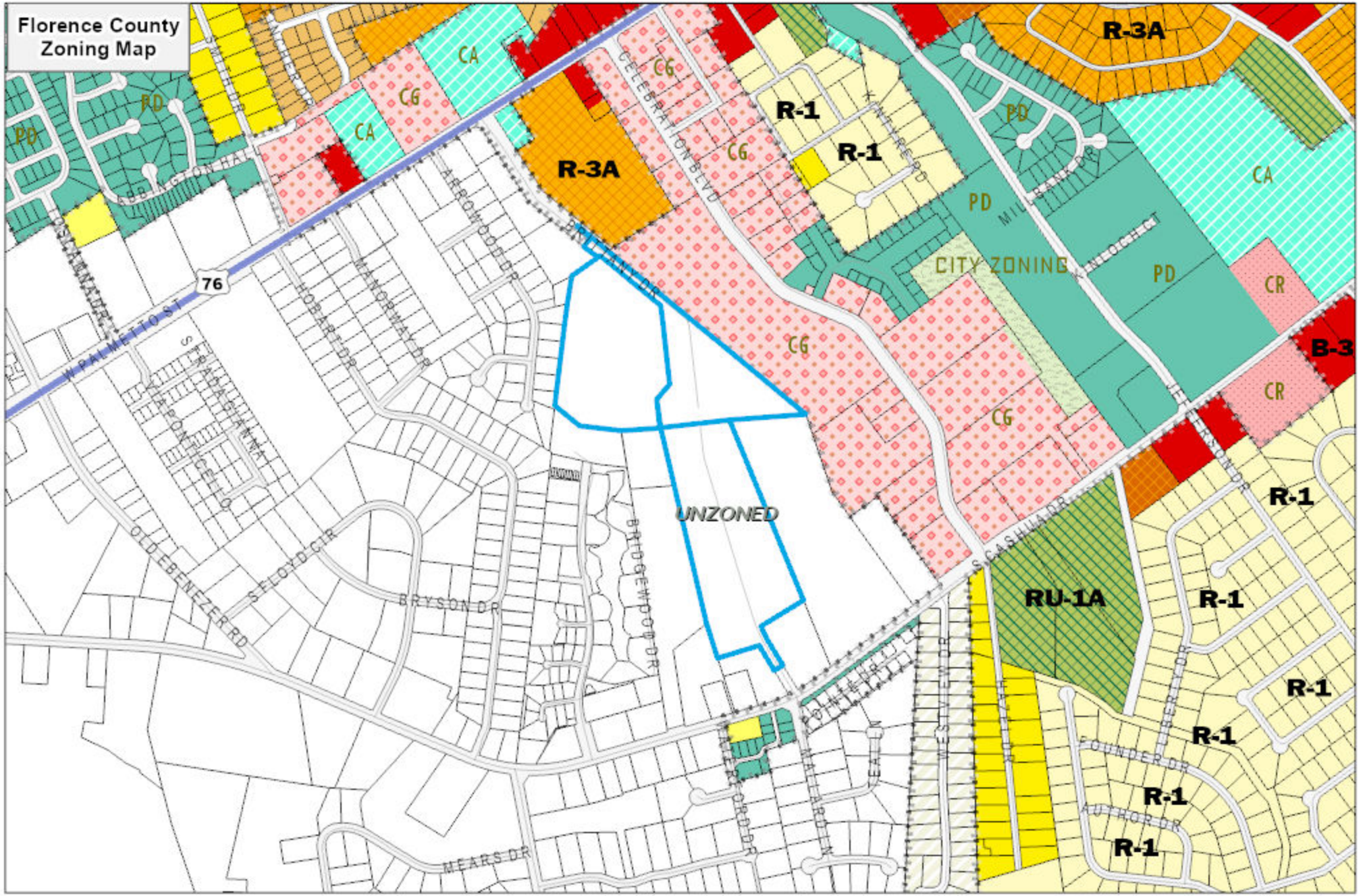
STAFF ANALYSIS:

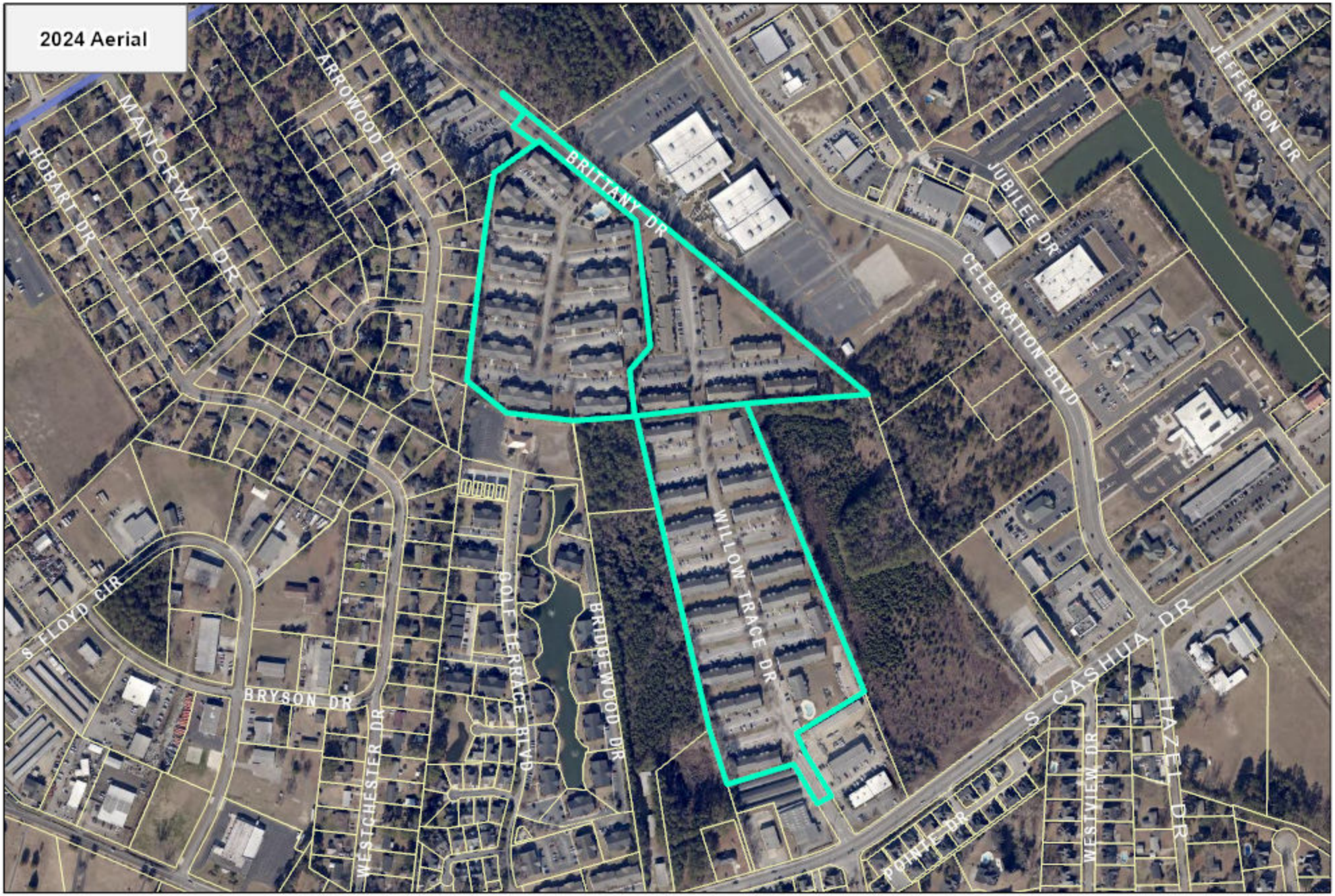
1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with current uses consisting of residential.
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **R-5A, Multi-Family Residential District**.
3. Surrounding Land Use and Zoning:
   All surrounding properties are either unzoned or subject to the 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 NOVEMEBR 18, 2025:
Five Planning Commission members voted 5 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 parcels from Unzoned to R-5A, Multi-Family Residential District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
327
76
301
52
403
51
341
378
41/51
MOBART DR
GOLF TERRACE BLVD
BRIDGEWOOD DR
WILLOW TRACE DR
S CASHUA DR
HAZEL DR
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 3
PC#2025-45


Florence County
Zoning Map
R-3A
CA
CG
PD
R-1
CITY ZONING
CR
B-3
UNZONED
RU-1A
76
W PALMETTO ST
CELEBRATION BLVD
ARROWOOD DR
HOBART DR
MANORWAY DR
OLD EBENEZER RD
SLOYD CIR
BRYSON DR
BRIDGEWOOD DR
MEARS DR
S CASHUA DR
FOUNDER DR
AUTHOR DR
0
750
1,500 Feet
N
Current County Zoning
B-3 GENERAL
PD, PLANNED DEVELOPMENT
R-1, SINGLE-FAMILY, LARGE LOTS
R-2, SINGLE-FAMILY, MEDIUM LOTS
R-3A
R-5A
RU-1A, RURAL COMMUNITY
UNZONED
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 3
PC#2025-45



Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 3
PC#2025-45

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 34-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90152-01-015, 90155-03-033, 90155-03-034, 90155-03-039, 90155-03-040, 90155-06-001, 90155-06-002, 90155-06-005, 90155-06-006; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 7)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is MR, Lower Density Mixed-Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with vacant and residential uses; and,
4. The surrounding properties are unzoned, CMU, and pending approval for R-2, Single-Family Residential District zoning designation; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 34-2025/26
2. Staff report for PC#2025-46
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 34-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90152-01-015, 90155-03-033, 90155-03-034, 90155-03-039, 90155-03-040, 90155-06-001, 90155-06-002, 90155-06-005, 90155-06-006; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is MR, Lower Density Mixed-Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with vacant and residential uses; and,
4. The surrounding properties are unzoned, CMU, and pending approval for R-2, Single-Family Residential District zoning designation; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Seven Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 90152-01-015, 90155-03-033, 90155-03-034, 90155-03-039, 90155-03-040, 90155-06-001, 90155-06-002, 90155-06-005, 90155-06-006; Are Hereby Rezoned MR, Lower Density Mixed-Residential District.

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

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

ATTEST:

_____
Hope M. Jones, Council Clerk

SIGNED:

_____
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, November 18, 2025
PC#2025-46

SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX MAP NUMBERS:	90152-01-015, 90155-03-033, 90155-03-034, 90155-03-039, 90155-03-040, 90155-06-001, 90155-06-002, 90155-06-005, 90155-06-006
COUNCIL DISTRICT(S):	7; County Council
APPLICANT:	County of Florence
ZONING/LAND AREA:	Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with varying current uses consisting of vacant and residential.

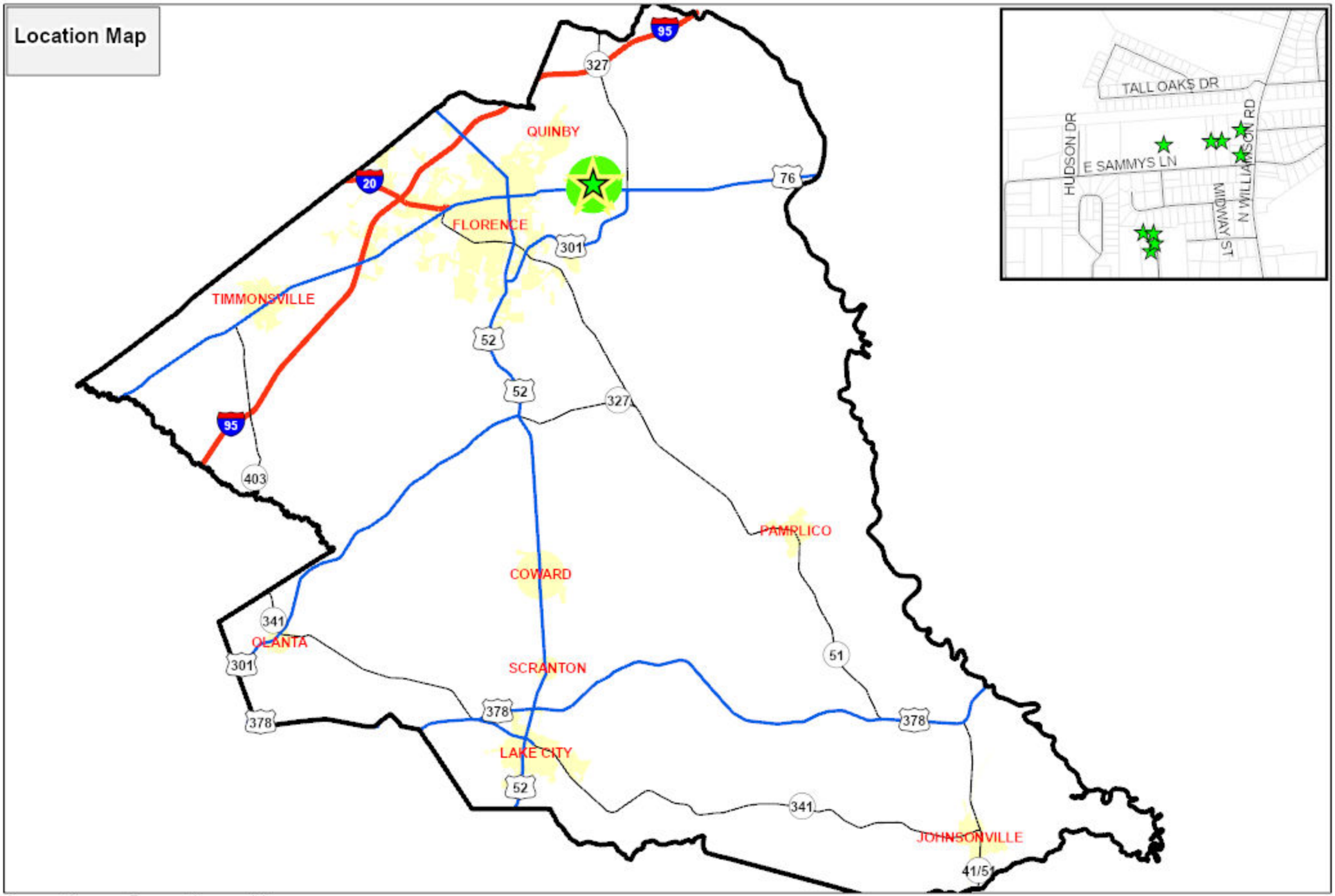
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **MR, Lower Density Mixed-Residential District**.

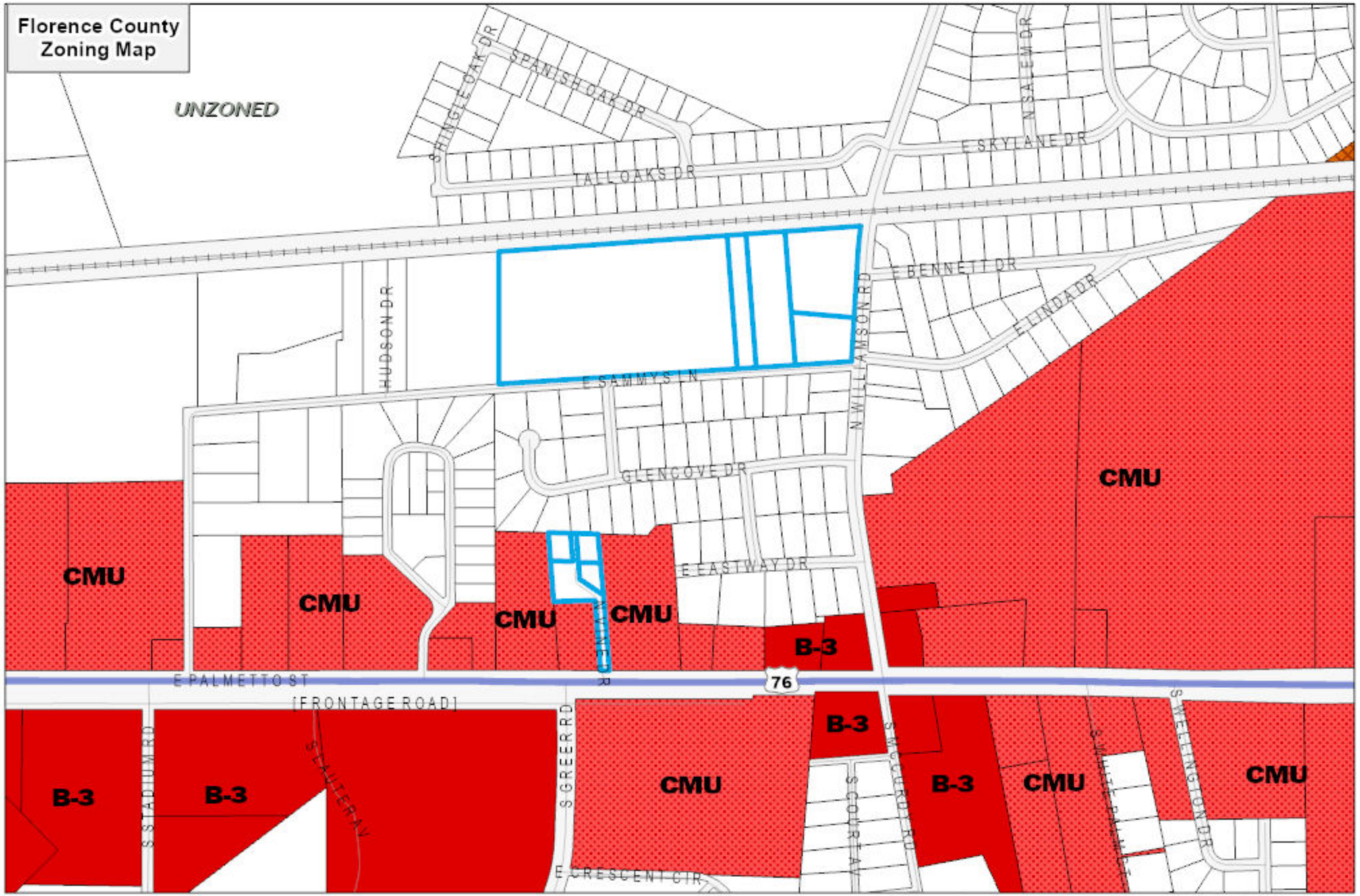
3. Surrounding Land Use and Zoning:
   All surrounding properties are presently unzoned, CMU, or pending Council County's approval for a R-2, Single-Family Residential District zoning designation.

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

FLORENCE COUNTY PLANNING COMMISSION ACTION NOVEMEBR 18, 2025:
Five Planning Commission members voted 5 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 parcels from Unzoned to MR, Lower Density Mixed-Residential District.


Location Map
TALL OAKS DR
HUDSON DR
E SAMMYS LN
MIDWAY ST
N WILLIAMSON RD
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
76
327
301
52
403
341
51
378
41/51
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 7
PC#2025-46


Florence County
Zoning Map
UNZONED
SHINGLE OAK DR
SPANISH OAK DR
TALL OAKS DR
N SALEM DR
E SKYLANE DR
E BENNETT DR
E LINDA DR
HUDSON DR
E SAMMYS LN
N WILLIAMSON RD
GLENCOVE DR
E EASTWAY DR
CMU
CMU
CMU
CMU
CMU
B-3
E PALMETTO ST
[FRONTAGE ROAD]
76
B-3
B-3
B-3
CMU
B-3
CMU
CMU
S STADIUM RD
STALTER AV
S GREER RD
E CRESCENT CIR
S MCCURDY RD
S WELLINGTON DR
0
530
1,060 Feet
Current County Zoning
B-3 GENERAL
CMU, COMMERCIAL MIXED-USE
MMF, MIXED MULTI-FAMILY
UNZONED
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 7
PC#2025-46
N



Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 7
PC#2025-46

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 35-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90155-03-001, 90155-03-002, 90155-03-003, 90155-03-004, 90155-03-005, 90155-03-006, 90155-03-007, 90155-03-008, 90155-03-009, 90155-03-010, 90155-03-011, 90155-03-012, 90155-03-013, 90155-03-014, 90155-03-015, 90155-03-016, 90155-03-017, 90155-03-018, 90155-03-019, 90155-03-020, 90155-03-021, 90155-03-022, 90155-03-024, 90155-03-025, 90155-03-026, 90155-03-027, 90155-03-028, 90155-03-038, 90155-04-001, 90155-04-002, 90155-04-003, 90155-04-004, 90155-04-005, 90155-04-006, 90155-04-007, 90155-04-008, 90155-04-009, 90155-04-010, 90155-04-011, 90155-04-012, 90155-04-013, 90155-04-014, 90155-04-015, 90155-04-016, 90155-04-017, 90155-04-018, 90155-04-019, 90155-04-020, 90155-04-022, 90155-05-001, 90155-05-002, 90155-05-003, 90155-05-004, 90155-05-005, 90155-05-006, 90155-05-007, 90155-05-008; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 7)

POINTS TO CONSIDER:
1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned, CMU, and B-3; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

ATTACHMENTS:
1. Ordinance No. 35-2025/26
2. Staff report for PC#2025-47
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 35-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As: 90155-03-001, 90155-03-002, 90155-03-003, 90155-03-004, 90155-03-005, 90155-03-006, 90155-03-007, 90155-03-008, 90155-03-009, 90155-03-010, 90155-03-011, 90155-03-012, 90155-03-013, 90155-03-014, 90155-03-015, 90155-03-016, 90155-03-017, 90155-03-018, 90155-03-019, 90155-03-020, 90155-03-021, 90155-03-022, 90155-03-024, 90155-03-025, 90155-03-026, 90155-03-027, 90155-03-028, 90155-03-038, 90155-04-001, 90155-04-002, 90155-04-003, 90155-04-004, 90155-04-005, 90155-04-006, 90155-04-007, 90155-04-008, 90155-04-009, 90155-04-010, 90155-04-011, 90155-04-012, 90155-04-013, 90155-04-014, 90155-04-015, 90155-04-016, 90155-04-017, 90155-04-018, 90155-04-019, 90155-04-020, 90155-04-022, 90155-05-001, 90155-05-002, 90155-05-003, 90155-05-004, 90155-05-005, 90155-05-006, 90155-05-007, 90155-05-008; And Other Matters Related Thereto.]

WHEREAS:

1. The recommended zoning for these properties is R-2, Single-Family Residential District; and,
2. This request is made by Florence County and recommended by the Planning Commission; and,
3. The subject properties are unzoned with residential uses; and,
4. The surrounding properties are unzoned, CMU, and B-3; and,
5. A public drop-in meeting was held inviting the property owners to attend and learn more about the potential zoning of their respective properties; and,
6. Property owners are encouraged to contact staff and attend the Planning Commission's public hearing; and,
7. The property owners are provided public notice that includes not less than two separate letters, a sign posted on their properties, newspaper ads and postings within public buildings; and,
8. The zoning designation does not appear in the ordinance title but is indicated in the body of the ordinance; and,
9. Omitting the recommended zoning designation in the title eliminates a possible concern of proper notice should the Planning Commission deviate from staff's recommendation. The title is what was published for the Planning Commission's public hearing.

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

1. The Properties Located In Group Seven Of The Highway 76 Gateway Study SC As Shown On The Following Tax Map As: 90155-03-001, 90155-03-002, 90155-03-003, 90155-03-004, 90155-03-005, 90155-03-006, 90155-03-007, 90155-03-008, 90155-03-009, 90155-03-010, 90155-03-011, 90155-03-012, 90155-03-013, 90155-03-014, 90155-03-015, 90155-03-016, 90155-03-017, 90155-03-018, 90155-03-019, 90155-03-020, 90155-03-021, 90155-03-022, 90155-03-024, 90155-03-025, 90155-03-

026, 90155-03-027, 90155-03-028, 90155-03-038, 90155-04-001, 90155-04-002, 90155-04-003, 90155-04-004, 90155-04-005, 90155-04-006, 90155-04-007, 90155-04-008, 90155-04-009, 90155-04-010, 90155-04-011, 90155-04-012, 90155-04-013, 90155-04-014, 90155-04-015, 90155-04-016, 90155-04-017, 90155-04-018, 90155-04-019, 90155-04-020, 90155-04-022, 90155-05-001, 90155-05-002, 90155-05-003, 90155-05-004, 90155-05-005, 90155-05-006, 90155-05-007, 90155-05-008; Are Hereby Rezoned R-2, Single-Family Residential District.

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

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

ATTEST:

_____
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, November 18, 2025
PC#2025-47

SUBJECT: Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:

LOCATION: The Highway 76 Gateway Study

TAX MAP NUMBERS: 90155-03-001, 90155-03-002, 90155-03-003, 90155-03-004, 90155-03-005, 90155-03-006, 90155-03-007, 90155-03-008, 90155-03-009, 90155-03-010, 90155-03-011, 90155-03-012, 90155-03-013, 90155-03-014, 90155-03-015, 90155-03-016, 90155-03-017, 90155-03-018, 90155-03-019, 90155-03-020, 90155-03-021, 90155-03-022, 90155-03-024, 90155-03-025, 90155-03-026, 90155-03-027, 90155-03-028, 90155-03-038, 90155-04-001, 90155-04-002, 90155-04-003, 90155-04-004, 90155-04-005, 90155-04-006, 90155-04-007, 90155-04-008, 90155-04-009, 90155-04-010, 90155-04-011, 90155-04-012, 90155-04-013, 90155-04-014, 90155-04-015, 90155-04-016, 90155-04-017, 90155-04-018, 90155-04-019, 90155-04-020, 90155-04-022, 90155-05-001, 90155-05-002, 90155-05-003, 90155-05-004, 90155-05-005, 90155-05-006, 90155-05-007, 90155-05-008

COUNCIL DISTRICT(S): 7; County Council

APPLICANT: County of Florence

ZONING/LAND AREA: Unzoned

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with varying current uses consisting of vacant and residential.
2. Proposed Land Use and Zoning:

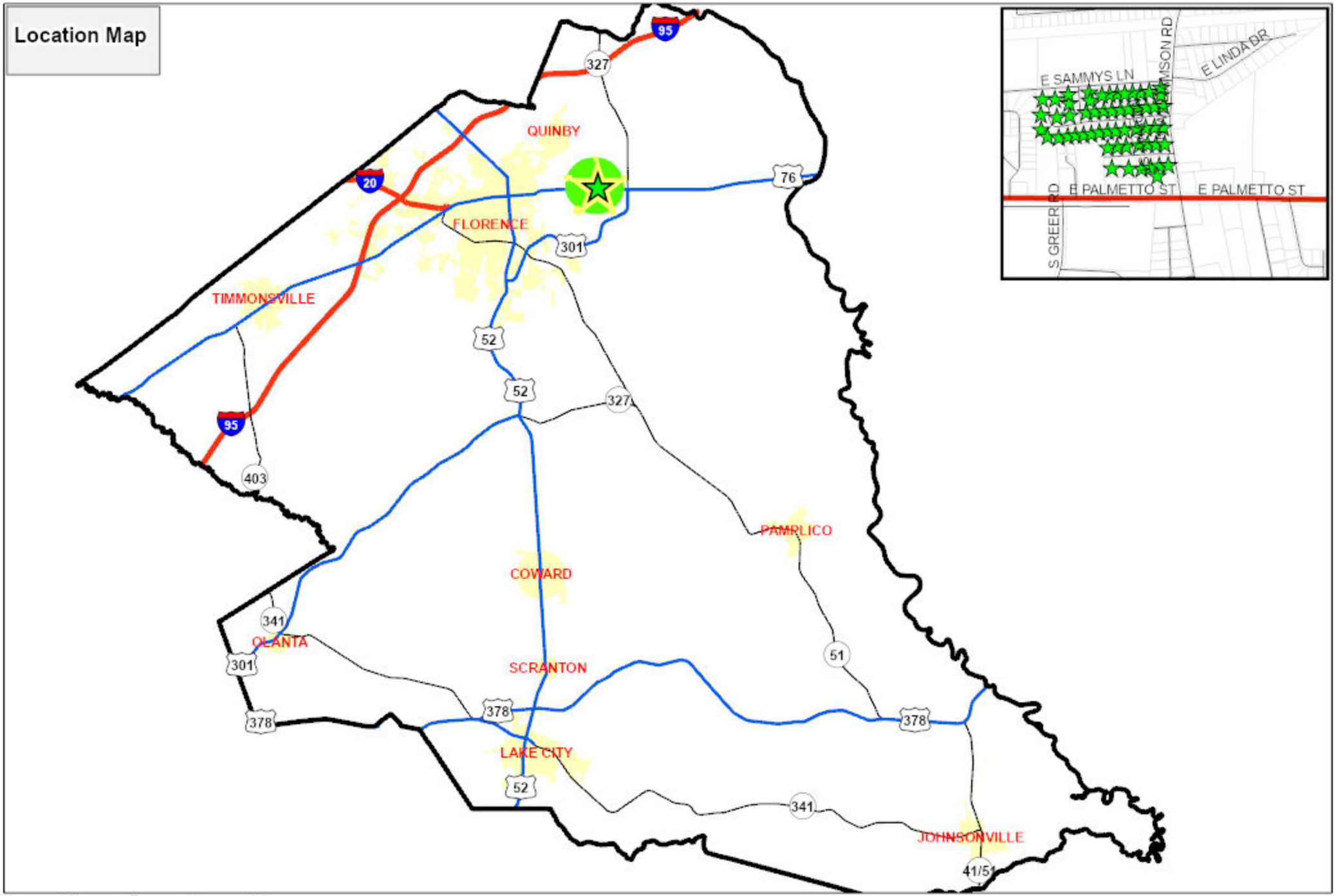
The proposed zoning recommendation for the subject properties is **R-2, Single-Family Residential District**.

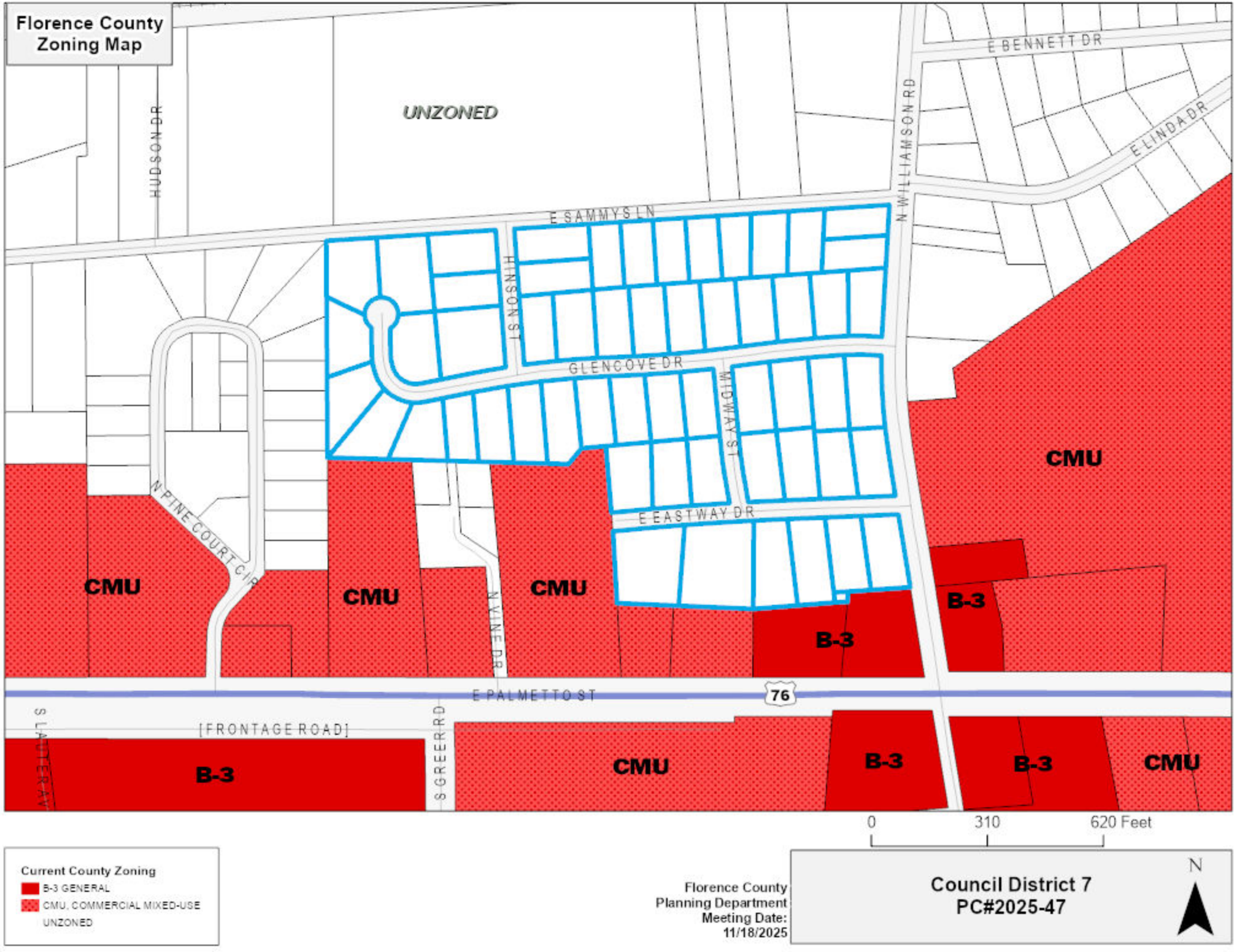
3. Surrounding Land Use and Zoning:
   All surrounding properties are either unzoned, CMU, or B-3.

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

FLORENCE COUNTY PLANNING COMMISSION ACTION NOVEMEBR 18, 2025:
Five Planning Commission members voted 5 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 parcels from Unzoned to R-2, Single-Family Residential District.


Location Map
QUINBY
FLORENCE
TIMMONSVILLE
PAMPLICO
COWARD
OLANTA
SCRANTON
LAKE CITY
JOHNSONVILLE
95
20
327
76
301
52
403
341
51
378
41/51
E SAMMYS LN
E LINDA DR
E PALMETTO ST
S GREER RD
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 7
PC#2025-47


Florence County
Zoning Map
UNZONED
HUDSON DR
E BENNETT DR
E LINDA DR
N WILLIAMSON RD
E SAMMYS LN
HINSON ST
GLENCOVE DR
MIDWAY ST
E EASTWAY DR
N PINE COURT CIR
N PINE DR
CMU
CMU
CMU
CMU
B-3
B-3
E PALMETTO ST
76
[FRONTAGE ROAD]
S GREER RD
S LAUTER AV
B-3
CMU
B-3
B-3
CMU
0
310
620 Feet
Current County Zoning
B-3 GENERAL
CMU, COMMERCIAL MIXED-USE
UNZONED
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 7
PC#2025-47
N



Florence County
Planning Department
Meeting Date:
11/18/2025

N

Council District 7
PC#2025-47

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 36-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:
[An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00180, Block 01, Parcel 003 Located at 797 E. Howe Springs Road, Florence, SC From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto.] (Planning Commission Approved 5 to 0; Council District 7)

POINTS TO CONSIDER:
1. This zoning map amendment was requested by Anthony B. Moore; and,

2. The subject property is zoned B-3 with commercial uses; and

3. The surrounding properties are zoned R-2, RU-1, B-3, and City of Florence zoning.

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

ATTACHMENTS:
1. Ordinance No. 36-2025/26
2. Staff report for PC#2025-50
3. Location Map
4. Zoning Map
5. Aerial Map

back to top

Sponsor(s)	: Planning Commission	I_____,
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public
First Reading/Introduction	: December 11, 2025	Hearing on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 36-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Change The Zoning Designation For Property Of Tax Map Number 00180, Block 01, Parcel 003 Located at 797 E. Howe Springs Road, Florence, SC From B-3, General Commercial District To RU-1, Rural Community District; And Other Matters Related Thereto.]

WHEREAS:

1. This zoning map amendment was requested by Anthony B. Moore; and,

2. The subject property is zoned B-3 with commercial uses; and

3. The surrounding properties are zoned R-2, RU-1, B-3, 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. Howe Springs Road, Florence, SC As Shown On The Following Tax Map As: 00180-01-003; Is Hereby Rezoned RU-1, Rural Community District.

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

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

ATTEST:

SIGNED:

_____
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, November 18, 2025
PC#2025-50

SUBJECT:	Map Amendment Requested By Anthony B. Moore To Change The Zoning Designation For Property Of Tax Map Number 00180, Block 01, Parcel 003 Located at 797 E. Howe Springs Road, Florence, SC From **B-3, General Commercial District** To **RU-1, Rural Community District**.
LOCATION:	797 E. Howe Springs Road, Florence SC
TAX MAP NUMBERS:	00180, Block 01, Parcel 003
COUNCIL DISTRICT(S):	7; County Council
OWNER OF RECORD:	Anthony B. Moore
APPLICANT:	Anthony B. Moore
ZONING/LAND AREA:	B-3 Approximately 1.63 acres
WATER/SEWER AVAILABILITY:	City of Florence
ADJACENT WATERWAYS/ BODIES OF WATER:	None
FLOOD ZONE:	X
PARCEL ZONING DESIGNATION:	B-3

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
   The current use of the subject property is commercial and is zoned B-3, General Commercial District.

2. Proposed Land Use and Zoning:
   The proposal is to rezone the subject property to RU-1, Rural Community District.

3. Surrounding Land Use and Zoning:
   North: Florence County / Vacant/ RU-1, B-3
   South: Florence County / Residential / R-2
   West: City of Florence/ Residential, Vacant / City Zoning
   East: Florence County / Residential, Religious Services / B-3

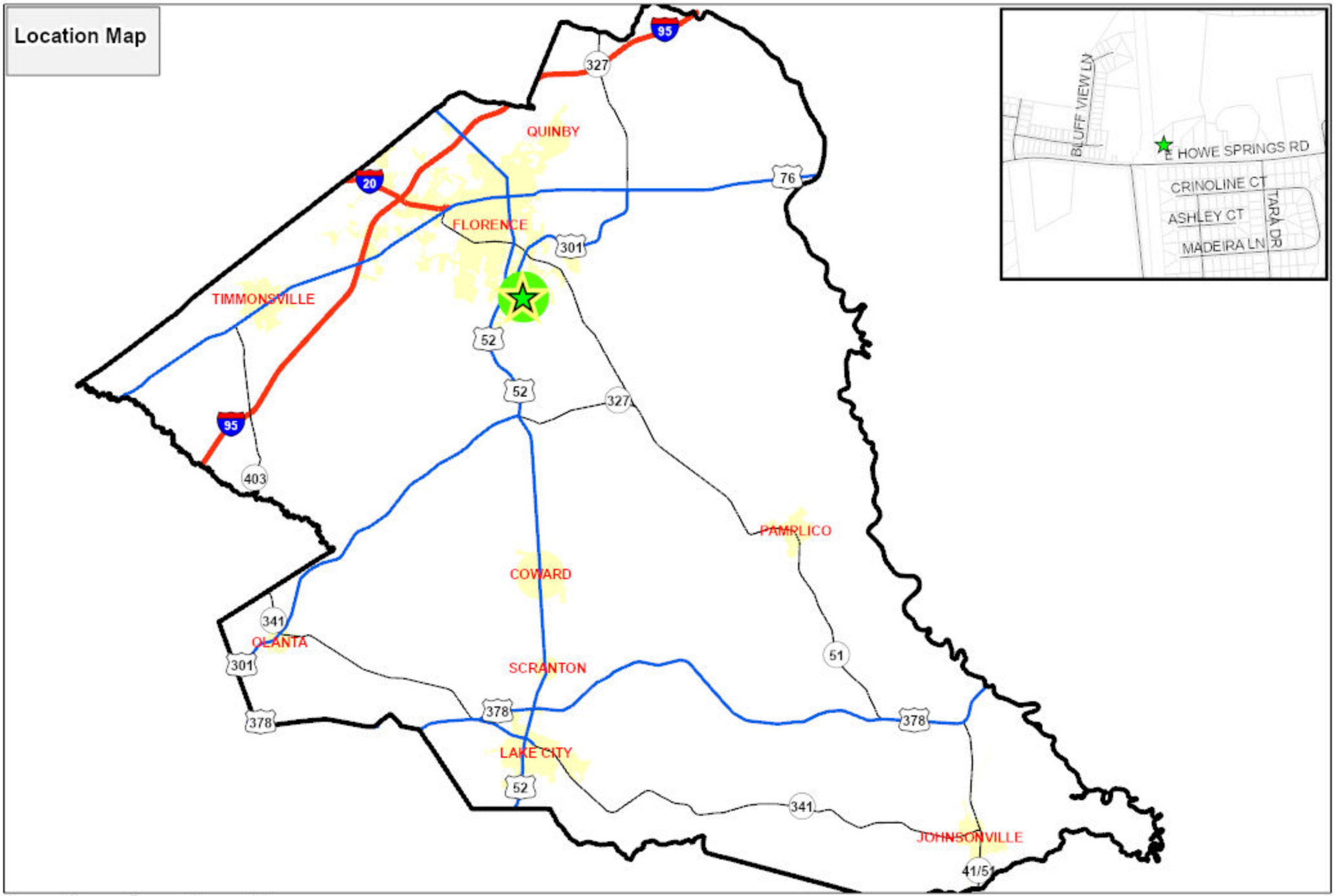
4. Transportation Access and Circulation:
   Present access to the property is by the way of E. Howe Springs Road, Florence, SC.

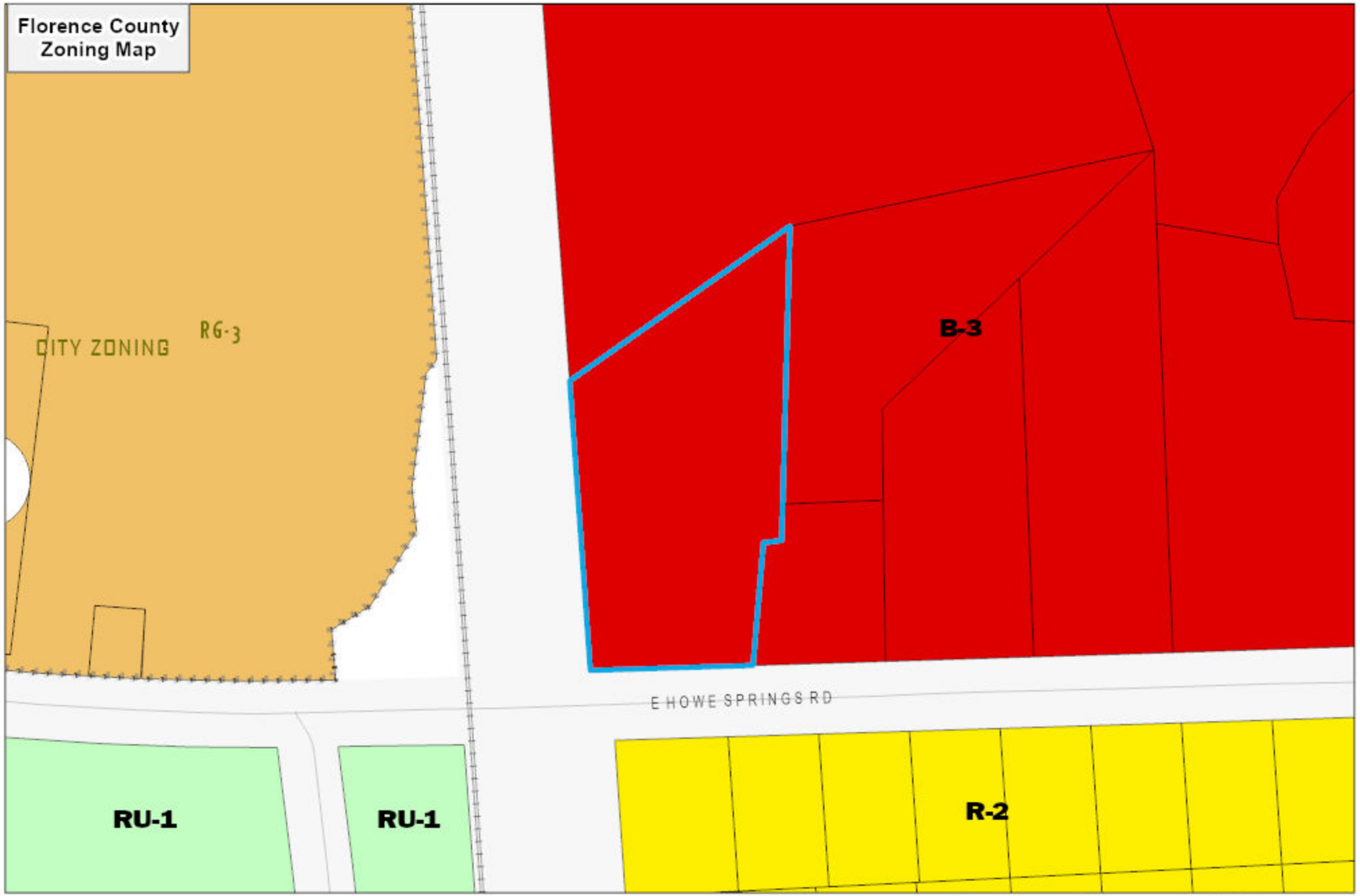
5. Traffic Review:
   The rezoning of this property from B-3, General Commercial District to RU-1, Rural Community District should have minimum impact on traffic.

6. Florence County Comprehensive Plan:
   The future land use designation for the property is currently Variable Development District 1 (VD1). The requested rezoning of the property is compatible with the designated future land use.

FLORENCE COUNTY PLANNING COMMISSION ACTION NOVEMBER 18, 2025:
Five Planning Commission members voted 5 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 Tax Map Number 00180, Block 01, Parcel 003 from B-3, General Commercial District to RU-1, Rural Community 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
BLUFF VIEW LN
E HOWE SPRINGS RD
CRINOLINE CT
ASHLEY CT
TARA DR
MADEIRA LN
0 3 5 8 10
Miles
N
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 7
PC#2025-50


Florence County
Zoning Map
CITY ZONING
RG-3
B-3
E HOWE SPRINGS RD
RU-1
RU-1
R-2
0
130
260 Feet
Current County Zoning
B-3 GENERAL
R-2, SINGLE-FAMILY, MEDIUM LOTS
RU-1, COMMUNITY
Florence County
Planning Department
Meeting Date:
11/18/2025
Council District 7
PC#2025-50
N



Florence County
Planning Department
Meeting Date:
11/18/2025

Council District 7
PC#2025-50

FLORENCE COUNTY COUNCIL MEETING

Thursday, January 15, 2026

AGENDA ITEM: Ordinance No. 37-2025/26
Second Reading

DEPARTMENT: Planning

ISSUE UNDER CONSIDERATION:

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Sec. 244. – Number Of Principal Buildings/Uses On A Lot.] (Planning Commission Approved (5 to 0))

POINTS TO CONSIDER:

1. The intent of this text amendment is to update the Florence County Ordinance to clarify the number of principal buildings/uses allowed on a lot for all zoning districts.

OPTIONS:

1. Approve As Presented.
2. Provide an Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 37-2025/26 w/mark up
2. Ordinance No. 37-2025/26 w/out markup
3. Staff Report for PC#2025-31

back to top

Sponsor(s) Department	: Florence County Planning	I, _____
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public Hearing
First Reading/Introduction	: December 11, 2025	on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 37-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, SEC. 244. – Number Of Principal Buildings/Uses On A Lot; And Other Matters Related Thereto.]

WHEREAS:

1. The intent of this text amendment is to update the Florence County Ordinance to clarify the number of principal buildings/uses allowed on a lot for all zoning districts.

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

The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Sec. 244. –Number Of Principal Buildings/Uses On A Lot;

Shall Be Amended And Will Read As Follows:

Sec. 30-244. – Number of principal buildings/uses on a lot.

~~In all zoning districts, except in the RU-1 and RU-2, a limit of one single-family, patio home, modular home or manufactured dwelling is allowed to be located on an individual parcel of land. A limit of two of these residential structures (any combination) is allowed in the RU-1 and RU-2 districts. Multiple structures in the RU-1 and RU-2 districts shall meet all lot area and setback requirements of the district and also be placed on the parcel in such a way to meet all requirements as if both units were established on a single parcel. Multiple structures in the RU-1 and RU-2 districts shall meet all lot area and setback requirements of the district and also be placed on the parcel in such a way to meet all requirements as if both units were established on a single parcel.. Other than residential, there is no limit on the number of other principal uses on a single lot; provided such uses meet all applicable requirements of this chapter.~~

In all residential zoning districts (R-1, R-2, R-3, R-3A, R-4, R-5, R-5A,TH) a limit of one single-family, patio home, modular home or manufactured dwelling, where permitted, is allowed to be located on an individual parcel of land. In all rural zoning districts (RU-1, RU-1A, RU-2) a limit of two residential structures (any combination) is allowed to be located on an individual parcel of land. In all business, industrial, and mixed-use zoning districts(B-1, B-2, B-3, B-4, B-5, B-6, MR, MMF, FO/LI,

MU, CMU) there is no limit on the number of other principal uses (with the exception of one residential dwelling) on a single lot; provided such uses meet all applicable requirements of this chapter. Unzoned areas of Florence County should observe the same standards set forth in this section for the rural zoning districts. In any zoning district where multiple structures are allowed, those structures shall meet all lot area and setback requirements of the district and also be placed on the parcel in such a way to meet all requirements as if both units were established on a single parcel.

These following Maximum Impervious Surface Ratio's and Floor/Area Ratio's shall apply to single lots and developments within the unzoned district.

Uses	Maximum Impervious Surface Ratio (%)	Floor/Area Ratio (%)
Single Family and Manufactured Homes	45	35
Two Family – Duplexes	45	35
Town Homes	45	35
Three Family – Triplexes and Four Family – Quadplexes	50	35
Manufactured Home Parks	50	35
Multifamily and Congregate Living Units	70	35

Such residential developments shall be subject to Planning Commission approval, regardless of the number of individual lots, when the developed lot or lots equals or exceeds five (5) acres. The developer shall submit the most appropriate application either, Sketch Plan, a Final Plat, or a Development Site Plan for consideration of Planning Commission approval.

Planning Commission approval is not required for a single lot, regardless of size for not more than two single family or manufactured homes in accordance with this section. This exception does not apply to the repetitive subdivision of lots.

Where conflicts occur between the provisions of this section and other sections of the Florence County Code of Ordinances, the most restrictive shall govern.

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 provision 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:

Sponsor(s) Department	: Florence County Planning	I, _____
Planning Commission Consideration	: November 18, 2025	Council Clerk, certify that
Planning Commission Public Hearing	: November 18, 2025	this Ordinance was
Planning Commission Action	: November 18, 2025[Approved 5-0]	advertised for Public Hearing
First Reading/Introduction	: December 11, 2025	on _____.
Committee Referral	:	
County Council Public Hearing	:	
Second Reading	: January 15, 2026	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 37-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance For Text Amendments To The Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, SEC. 244. – Number Of Principal Buildings/Uses On A Lot; And Other Matters Related Thereto.]

WHEREAS:

1. The intent of this text amendment is to update the Florence County Ordinance to clarify the number of principal buildings/uses allowed on a lot for all zoning districts.

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

The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL AND ANCILLARY REGULATIONS, Sec. 244. –Number Of Principal Buildings/Uses On A Lot;

Shall Be Amended And Will Read As Follows:

Sec. 30-244. – Number of principal buildings/uses on a lot.

In all residential zoning districts (R-1, R-2, R-3, R-3A, R-4, R-5, R-5A, TH) a limit of one single-family, patio home, modular home or manufactured dwelling, where permitted, is allowed to be located on an individual parcel of land. In all rural zoning districts (RU-1, RU-1A, RU-2) a limit of two residential structures (any combination) is allowed to be located on an individual parcel of land. In all business, industrial, and mixed-use zoning districts (B-1, B-2, B-3, B-4, B-5, B-6, MR, MMF, FO/LI, MU, CMU) there is no limit on the number of other principal uses (with the exception of one residential dwelling) on a single lot; provided such uses meet all applicable requirements of this chapter. Unzoned areas of Florence County should observe the same standards set forth in this section for the rural zoning districts. In any zoning district where multiple structures are allowed, those structures shall meet all lot area and setback requirements of the district and also be placed on the parcel in such a way to meet all requirements as if both units were established on a single parcel.

These following Maximum Impervious Surface Ratio's and Floor/Area Ratio's shall apply to single lots and developments within the unzoned district.

Uses	Maximum Impervious Surface Ratio (%)	Floor/Area Ratio (%)
Single Family and Manufactured Homes	45	35
Two Family – Duplexes	45	35
Town Homes	45	35
Three Family – Triplexes and Four Family – Quadplexes	50	35
Manufactured Home Parks	50	35
Multi-family and Congregate Living Units	70	35

Such residential developments shall be subject to Planning Commission approval, regardless of the number of individual lots, when the developed lot or lots equals or exceeds five (5) acres. The developer shall submit the most appropriate application either, Sketch Plan, a Final Plat, or a Development Site Plan for consideration of Planning Commission approval.

Planning Commission approval is not required for a single lot, regardless of size for not more than two single family or manufactured homes in accordance with this section. This exception does not apply to the repetitive subdivision of lots.

Where conflicts occur between the provisions of this section and other sections of the Florence County Code of Ordinances, the most restrictive shall govern.

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 provision 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
November 18, 2025
PC#2025-31

SUBJECT: Request For Text Amendments To The Florence County Code Of Ordinances, CHAPTER 30, ZONING ORDINANCE, ARTICLE VII. - GENERAL AND ANCILLARY REGULATIONS, Sec. 244. -Number Of Principal Buildings/Uses On A Lot.

APPLICANT: Florence County

Staff Analysis:
The intent of this text amendment is to update the Florence County Ordinance to clarify the number of principal buildings/uses allowed on a lot for all zoning districts.

Sec. 30-244. - Number of principal buildings/uses on a lot.

~~In all zoning districts, except in the RU-1 and RU-2, a limit of one single-family, patio home, modular home or manufactured dwelling is allowed to be located on an individual parcel of land. A limit of two of these residential structures (any combination) is allowed in the RU-1 and RU-2 districts. Multiple structures in the RU-1 and RU-2 districts shall meet all lot area and setback requirements of the district and also be placed on the parcel in such a way to meet all requirements as if both units were established on a single parcel. Multiple structures in the RU-1 and RU-2 districts shall meet all lot area and setback requirements of the district and also be placed on the parcel in such a way to meet all requirements as if both units were established on a single parcel.. Other than residential, there is no limit on the number of other principal uses on a single lot; provided such uses meet all applicable requirements of this chapter.~~

In all residential zoning districts (R-1,R-2,R-3,R-3A,R-4,R-5,R-5A,TH) a limit of one single-family, patio home, modular home or manufactured dwelling, where permitted, is allowed to be located on an individual parcel of land. In all rural zoning districts (RU-1, RU-1A, RU-2) a limit of two residential structures (any combination) is allowed to be located on an individual parcel of land. In all business, industrial, and mixed-use zoning districts(B-1, B-2, B-3, B-4, B-5,B-6, MR,MMF,FO/LI, MU, CMU) there is no limit on the number of other principal uses (with the exception of one residential dwelling) on a single lot; provided such uses meet all applicable requirements of this chapter. Unzoned areas of Florence County should observe the same standards set forth in this section for the rural zoning districts. In any zoning district where multiple structures are allowed, those structures shall meet all lot area and setback requirements of the district and also be placed on the parcel in such a way to meet all requirements as if both units were established on a single parcel.

These following Maximum Impervious Surface Ratio’s and Floor/Area Ratio’s shall apply to single lots and developments within the unzoned district.

Uses	Maximum Impervious Surface Ratio (%)	Floor/Area Ratio (%)
Single Family and Manufactured Homes	45	35
Two Family – Duplexes	45	35
Town Homes	45	35
Three Family – Triplexes and Four Family – Quadplexes	50	35
Manufactured Home Parks	50	35
Multifamily and Congregate Living Units	70	35

Such residential developments shall be subject to Planning Commission approval, regardless of the number of individual lots, when the developed lot or lots equals or exceeds five (5) acres. The developer shall submit the most appropriate application either, Sketch Plan, a Final Plat, or a Development Site Plan for consideration of Planning Commission approval.

Planning Commission approval is not required for a single lot, regardless of size for not more than two single family or manufactured homes in accordance with this section. This exception does not apply to the repetitive subdivision of lots.

Where conflicts occur between the provisions of this section and other sections of the Florence County Code of Ordinances, the most restrictive shall govern.

FLORENCE COUNTY PLANNING COMMISSION ACTION November 18, 2025:
Five Planning Commission Members voted 5 to 0 to approve the requested text amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested text amendment to the Florence County Council to amend the Florence County Code Of Ordinances, Chapter 30, ZONING ORDINANCE, ARTICLE VII. – GENERAL ANCILLARY REGULATIONS, Sec. 244. – Number of Principal Buildings/Uses On A Lot.

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Ordinance No. 38-2025/26 Second Reading Deferral

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
An Ordinance To Create A Class Of Property Defined As A Chronic Nuisance Property, To Make Such Property To Certain Remedies Including Civil Fines, And Other Matters Related Thereto.

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

ATTACHMENTS:
A copy of the proposed Ordinance.

back to top

Sponsor(s)	: County Council	
Introduction	: December 11, 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	:	
Second Reading	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 38-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Create A Class Of Property Defined As A Chronic Nuisance Property, To Make Such Property To Certain Remedies Including Civil Fines, And Other Matters Related Thereto.]

DRAFT

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Ordinance No. 39-2025/26 Second Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance ~~To Amend The Provisions Of The Florence County Code Of Ordinances Relating To Taxation/Service Or User Fees/Uniform Service Charges, So As To Provide For The Continuation Of The County Road Maintenance Fund, The Recurring Imposition Of A Road Maintenance Fee, And The Use Of The Revenues Collected From The Road Maintenance Fee~~; To Provide Certain Findings With Respect To The Road Maintenance Fee Required By The South Carolina Supreme Court In Burns V. Greenville County Council.

POINTS TO CONSIDER:

1. *Burns v. Greenville County Council.* On July 30, 2021, the South Carolina Supreme Court issued its opinion in *Burns v. Greenville County Council*, in which the court narrowly construed that portion of Section 6-1-200(6)'s definition of "service or user fee" which describes the fee as benefitting the payer "in some manner different" from the members of the general public not paying the fee, and found that Greenville County's road maintenance fee did not, either by its enacting ordinance's own terms or subsequent evidence and arguments presented by Greenville County, demonstrate that payers of the Greenville County road maintenance fee received a benefit "in some manner different" from non-payers. Such finding in *Burns* was limited to Greenville County and not directly applicable to Florence County.
2. Based on Florence County road conditions with and without the maintenance support provided by the proceeds of the Road Maintenance Fee, and using industry standards assumption as to the cost of vehicle operating costs ("VOC") relative to such conditions for automobile owners who drive 75% of their automobile miles on such roads, the TRIP Report concludes that, as a result of the Road Maintenance Fee, road conditions in Florence County currently result in a $0 VOC per Florence County automobile owner/Road Maintenance Fee payer annually. The TRIP Report further finds that if no Road Maintenance Fee had been collected, based on the presumed condition of paved and unpaved county-maintained roads in 2021, the average resident Florence County driver would lose $281 annually as a result of driving on roads in substandard condition. This annual VOC would increase to $134 in 2026 and $173 in 2031 if the Road Maintenance Fee were discontinued by Florence County.

OPTIONS:

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

ATTACHMENTS:

1. A copy of the proposed Ordinance for Second Reading.
2. A copy of the redlined version of the title.

back to top

Sponsor(s)	: Finance	
First Reading	: December 11, 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	: January 15, 2026	
Public Hearing	: January 15, 2026	
Third Reading	: February ___, 2026	
Effective Date	: Immediately	

ORDINANCE NO. 39-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE CERTAIN FINDINGS WITH RESPECT TO THE ROAD MAINTENANCE FEE REQUIRED BY THE SOUTH CAROLINA SUPREME COURT IN BURNS V. GREENVILLE COUNTY COUNCIL.

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

SECTION 1. FINDINGS AND DETERMINATIONS; PURPOSE.

A. *Historical Information.* Council finds and determines that, as it relates to the imposition of a road maintenance fee in the County:

(1) *Initial Imposition.* The first imposition of the County's road maintenance fee (the "Road Maintenance Fee") occurred in Section 3 of Ordinance Number 1-91/92, the County budget ordinance for the fiscal year beginning July 1, 1991. Section 3 provided that:

> In addition to the foregoing tax levy, there is hereby assessed a Motor Vehicle Registration Fee of fifteen ($15) dollars per annum, which shall be due on all motorized vehicles required by the State of South Carolina to be licensed and registered and which are carried on the tax records of Florence County. The Treasurer of Florence County is hereby empowered and shall be required to collect said Motor Vehicle Registration Fee at the time of collection of the motor vehicle taxes. All funds so collected shall be used exclusively to defray the costs of maintaining and improving county roads and their ditches and drainage systems. The Motor Vehicle Registration Fee shall be established and administered in accordance with the provisions of Section 21 of this ordinance.

(2) *Continuous Imposition.* Since 1991, Council has included in the annual budget ordinance for the County a provision that imposes on each motorized vehicle licensed in the County the Road Maintenance Fee.

(3) *Current Road Maintenance Fee.* The most recent imposition of the Road Maintenance Fee is found in Ordinance Number 21-2016/17, the budget ordinance for the fiscal year beginning July 1, 2017, and it provides that:

> The fee will be collected at a rate of $35.00 per year, per vehicle. Such amount will be due on the same date the ad valorem taxes on such vehicle are due and payable without penalty. If the vehicle's ownership or tag is changed during the year, the amount due will be in the same proportion to $35.00 as the number of days remaining in such calendar year is to 365 days.

(4) *Brown v. County of Horry.* Following the imposition of the initial Road Maintenance Fee, the legality of the fee was challenged in a suit filed on September 25, 1989. In *Brown v. County of Horry*, 417 S.E.2d 565 (S.C. 1992), the South Carolina Supreme Court upheld the validity of the Road Maintenance Fee as a valid uniform service charge. The County adhered to and thereafter continued to adhere to the factors set forth in *Brown* and *Campbell v. City of Charleston*, 481 S.E.2d 437 (S.C. 1997).

(5) *Amendment to Section 6-1-300(6).* Responsive to the Supreme Court's opinion in *Brown v. County of Horry* and in an effort to codify the definition of uniform service charge consistent with the *Brown* case, effective July 1, 1997, the South Carolina General Assembly defined "service or user fee" as follows:

> "Service or user fee" means a charge required to be paid in return for a particular government service or program made available to the payer that benefits the payer in some manner different from the members of the general public not paying the fee. 'Service or user fee' also includes 'uniform service charges'."

(6) *Grandfathering Provision.* When the General Assembly enacted Section 6-1-330(6), it provided that service or user fees in place on December 31, 1996 were unaffected. Specifically, Section 6-

1-330(A), provides that "[a] fee adopted or imposed by a local governing body prior to December 31, 1996, remains in force and effect until repealed by the enacting local governing body, notwithstanding the provisions of this section."

(7) *Grandfathered Road Maintenance Fee.* The Road Maintenance Fee in effect prior to and on December 31, 1996, that which was in the County's budget for the fiscal year ending June 30, 1997, is grandfathered under Section 6-1-330(6).

(8) *Burns v. Greenville County Council.* On July 30, 2021, the South Carolina Supreme Court issued its opinion in *Burns v. Greenville County Council*, 861 S.E.2d 31 (SC 2021), in which the court narrowly construed that portion of Section 6-1-200(6)'s definition of "service or user fee" which describes the fee as benefitting the payer "in some manner different" from the members of the general public not paying the fee, and found that Greenville County's road maintenance fee did not, either by its enacting ordinance's own terms or subsequent evidence and arguments presented by Greenville County, demonstrate that payers of the Greenville County road maintenance fee received a benefit "in some manner different" from non-payers. Such finding in *Burns* was limited to Greenville County and not directly applicable to Florence County.

B. *Compliance with Statutory Requirements.* Council finds and determines the following as it relates to the compliance of this ordinance with the statutory requirements applicable to the imposition of service or user fees, including the imposition of a road maintenance fee in the County:

(1) *Road Maintenance Fee is Grandfathered.* The initial Road Maintenance Fee was imposed prior to December 31, 1996, and in accordance with the grandfathering language of Section 6-1-330, and the findings of the South Carolina Supreme Court in *Burns* ("After 1997, therefore, when a local government imposes a charge…" it must comply with the *Burns* court's interpretation of 6-1-200(6)), it remains in force and effect, never having been repealed.

(2) *Payers of the Road Maintenance Fee Are Distinctly Benefited.* Mindful of the South Carolina Supreme Court's holding in *Burns*, the County has undertaken studies to demonstrate that payers of the Road Maintenance Fee have received and will continue to receive a benefit "in some manner different from the members of the general public not paying the fee." The Road Maintenance Fee in the County goes to maintenance of paved and rocked roads which Council is informed and believes that little non-county travel takes place on these roads. The primary benefits that have been analyzed are: (a) economic benefit from reduced automobile operating costs accruing to the payers of the Road Maintenance Fee, and (b) economic benefit from reduced automobile insurance premiums accruing to the payers of the Road Maintenance Fee.

(3) *Reduced Operating Costs to Road Maintenance Fee Payers.* Roads Home, Inc., a South Carolina nonprofit corporation, has contracted with TRIP, a national transportation research nonprofit, to analyze whether and to what extent payers of the Road Maintenance Fee receive a benefit from the payments of the Road Maintenance Fee, and whether, if such benefit exists, it is "in some manner different" from that received by "the members of the general public not paying the fee." TRIP's report (the "TRIP Report"), dated August 2021, is attached hereto and incorporated herein by reference.

(4) *The TRIP Report.* The TRIP Report analyzes Florence County road conditions, the impact of the Road Maintenance Fee on those conditions, and projects what the condition of Florence County roads would be if the Road Maintenance Fee had not been previously imposed, as well as future road conditions in the event the Road Maintenance Fee were discontinued. The TRIP Report then applies a standard assumption, based on the 2017 National Household Travel Survey of South Carolina data, that 75% of vehicles miles driven by Florence County automobile owners/payers of the Road Maintenance Fee are

driven in Florence County.

Based on Florence County road conditions with and without the maintenance support provided by the proceeds of the Road Maintenance Fee, and using industry standards assumption as to the cost of vehicle operating costs ("VOC") relative to such conditions for automobile owners who drive 75% of their automobile miles on such roads, the TRIP Report concludes that, as a result of the Road Maintenance Fee, road conditions in Florence County currently result in a $0 VOC per Florence County automobile owner/Road Maintenance Fee payer annually. The TRIP Report further finds that if no Road Maintenance Fee had been collected, based on the presumed condition of paved and unpaved county-maintained roads in 2021, the average resident Florence County driver would lose $281 annually as a result of driving on roads in substandard condition. This annual VOC would increase to $134 in 2026 and $173 in 2031 if the Road Maintenance Fee were discontinued by Florence County.

With respect to this clearly demonstrated economic benefit to Florence County automobile owners/payers of the Road Maintenance Fee being "in some manner different" from the economic benefit to "the general public not paying the fee," the TRIP Report critically states that **"Any reduced vehicle operating costs benefit to non-Florence County drivers… would likely be negligible or non-existent."** TRIP Report at footnote 13, emphasis added.

The TRIP Report thus: (a) quantifies an economic benefit from reduced annual VOC – a type or "manner" of benefit – that accrues to Florence County automobile owners/payers of the Road Maintenance Fee; and (b) states clearly that such type or manner of benefit to "the general public not paying the fee" is likely "negligible or nonexistent," and is in any event too diffuse to be quantified using any of the methods TRIP has at its disposal. On this basis, and using one of the best and most broadly recognized methods available to identify and quantify an economic benefit to Florence County automobile owners who pay the Road Maintenance Fee, Council finds and determines that payers of the Road Maintenance Fee have heretofore and will in the future receive an annual benefit in reduced vehicle operating costs, and that such benefit has not been and will not be enjoyed by the "general public not paying" the Road Maintenance Fee.

(5) *Reduced Automobile Insurance Premiums.* The County has further conducted an analysis of whether the condition of roads in Florence County, which are maintained and improved by the proceeds of the Road Maintenance Fee, have an impact on automobile insurance premiums paid by automobile owners/payers of the Road Maintenance Fee in Florence County. It is generally axiomatic in the insurance industry that such is the case; as stated simply in a December 2021 *Issues Analysis* by the National Association of Mutual Insurance Companies, "the rate you pay for your auto insurance depends in part on where you live." Cotto, Tony, *Cost Drivers: How Riskier Roads, Rising Repairs, and Reckless Driving Are Increasing Insurance Costs* (NAMIC 2021).

Horry County, which imposes a road maintenance fee substantially similar to the Road Maintenance, engaged HUB International ("HUB"), a global insurance and insurance consulting firm, to examine this issue with respect to South Carolina counties.

(6) *HUB Opinion.* According to an opinion letter from Thomas E. Suggs, President and CEO of the Carolina Region of HUB dated March 31, 2022, local road conditions are a significant factor in determining the level of automobile insurance paid by residents of a particular county. The HUB Opinion is attached hereto and incorporated herein by reference.

The HUB Opinion supports the conclusion that road conditions in Florence County directly and substantially impact the rates of automobile insurance paid by owners of automobiles registered in Florence County. Better roads in Florence County mean lower automobile insurance rates for those whose automobiles are registered there. And as the TRIP Report conclusively demonstrates, the Road Maintenance

Fee results in significantly better roads in Florence County than would exist if it were not imposed.

Those whose automobiles are registered in Florence County and thus benefit from lower automobile insurance premiums resulting from improved road conditions are the same group that pays the Road Maintenance Fee. Registration of an automobile in Florence County is the sole criteria for inclusion in both groups.

Those who pay the Road Maintenance Fee are the only persons who receive the benefit of lower automobile insurance premiums resulting from the improvements funded by the Road Maintenance Fee. No one but the payers of the Road Maintenance Fee receive this type or "manner" of benefit.

Council therefore finds and determines that the payers of the Road Maintenance Fee and no others receive a benefit in the form of reduced automobile insurance premiums as a result of road maintenance and improvement.

(7) *Impact of Road Quality on Automobile Property Taxes and Automobile Value*. It is well established that local road quality is a major determinant of property values. See Huang, W., *The Effects of Transportation Infrastructure on Nearby Property Values: A Review of the Literature* (Institute of Urban and Regional Developments, 1994). Higher property values driven by better and more efficient road systems have numerous positive impacts on residents of Florence County, one of which is a lower rate of taxation than would exist if lower property values provided a basis for the same level of services.

For the majority of residents of Florence County, the primary taxable assets owned are residential real estate and automobiles. Both asset types benefit from lower levels of taxation as a result of better roads funded from the proceeds of the Road Maintenance Fee, but those Florence County residents who own automobiles, which constitute a separate class of taxable property with a separate assessment ratio (see S.C. Constitution Article X, Section 1(8)(B)(1)), a separate tax year (see S.C. Code Section 12-37-2610), and separate assessment and collection procedures (see S.C. Code Section 12-37-2690), own a separate, distinct, and different asset than those who do not. As they are the only individuals who pay ad valorem taxes to Florence County for personal motor vehicles, these automobile owners alone receive the benefit of lower automobile property taxes resulting from better roads in Florence County, and the use of the Road Maintenance Fee instead of taxes to fund County road improvements and maintenance.

Similarly, as demonstrated in the TRIP Report, better roads result in less wear and tear on automobiles of drivers who are residents of Florence County. This results not only in lower annual vehicle operating costs to Florence County automobile owners (as verified in the TRIP Report), but also better retention of automobile asset values for Florence County automobile owners. As with lower annual VOC, this greater retention of automobile asset values is a benefit to payers of the Road Maintenance Fee that does not accrue "to the general public not paying the fee."

(8) *Safety and Convenience Benefits to Resident Automobile Owners.* All proceeds of the Road Maintenance Fee are applied to the maintenance and improvement of Florence County roads. All major tourism thoroughfares, viz. U.S. Interstates 20 and 95 and U.S. Highways 52, 76, 301, and 378, are maintained with state and federal funds. South Carolina law makes an important distinction between improvements to roads that are primarily for use by non-county residents – tourists or transients – and those that are not. For example, S.C. Code Sections 6-1-530 and 6-1-730 allow for proceeds of local accommodations and hospitality taxes to be spent on "highways, roads, streets, and bridges providing access to tourist destinations."

As County roads in Florence County are overwhelmingly used by Florence County residents, they exist for the convenience and safety of resident drivers. County roads provide access for local residents to

State roads and the entire State and federal road network. Because all of the residential roads in Florence County are either County roads or are connected to major thoroughfares in the County by County roads, resident automobile ownership would be inconvenient if not impractical if County roads maintained by the Road Maintenance Fee did not exist. Resident owners of vehicles in Florence County therefore receive a distinct and different benefit from the Road Maintenance Fee in that the Road Maintenance Fee builds and maintains the roads that allow them to own an automobile and have safe, reliable, and efficient access to the entire road network in the County, State, and parts beyond. Unlike the state and federally funded roads in Florence County, County roads also provide the initial public safety evacuation routes. Thus, in terms of convenience and safety, resident automobile owners in Florence County receive from the Road Maintenance Fee's support of County roads a benefit "different from the general public not paying the fee."

(9) *Ratification of Prior Findings and Determinations.* As previously adjudicated and determined in *Brown v. County of Horry*, all other aspects of the Road Maintenance Fee comply with the requirements of Chapter 1 of Title 6 of the South Carolina Code. Council hereby ratifies those findings and determinations, and ratifies the implicit findings in prior ordinances relating to the provisions of 6-1-300(6) of the South Carolina Code as to the special benefit accruing to the payers of the Road Maintenance Fee in the form of lower vehicle operating costs and lower automobile insurance premiums, as such benefits have been heretofore widely known and self-evident and have not been subject to a specific requirement of enumeration and quantification prior to the decision in *Burns v. Greenville County Council*.

C. *Purpose.* It is the purpose of this ordinance to:

(1) *Incorporate Findings.* Provide, as required by *Burns v. Greenville County Council*, explicit findings that the paying of the Road Maintenance Fee "benefits the payer in some manner different from the members of the general public not paying the fee."

(2) *Retain the Current Use of the Road Maintenance Fee Revenues*. Continue the use of Road Maintenance Fee revenues for the County road system.

SECTION 3. CONFLICTING PROVISIONS.

Except as otherwise provided in this ordinance, to the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Florence County Code or other County ordinances and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

SECTION 4. SEVERABILITY.

If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional or invalid, such holding shall not affect the constitutionality or validity of the remaining portions of this ordinance, the Council hereby declaring that it would have passed this ordinance, and each and every section, subsection, paragraph, subparagraph, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more other sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, or words hereof may be declared to be unconstitutional, invalid, or otherwise ineffective.

SECTION 5. EFFECTIVE DATE.

This Ordinance is effective upon third reading.

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

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 _____, 2026. The Ordinance was read at three public meetings of the County Council on three separate days, December 11, 2025, _____, 2026, and _____, 2026. 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 December 11, 2025, _____, 2026, and _____, 2026, 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 _____, 2026.

(Seal)

_____

Clerk, Florence County Council

Sponsor(s)	: Finance	
First Reading	: December 11, 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	: January ___, 2026	
Public Hearing	: January ___, 2026	
Third Reading	: February ___, 2026	
Effective Date	: Immediately	

ORDINANCE NO. _____

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

~~**TO AMEND THE PROVISIONS OF THE FLORENCE COUNTY CODE OF ORDINANCES RELATING TO TAXATION/SERVICE OR USER FEES/UNIFORM SERVICE CHARGES, SO AS TO PROVIDE FOR THE CONTINUATION OF THE COUNTY ROAD MAINTENANCE FUND, THE RECURRING IMPOSITION OF A ROAD MAINTENANCE FEE, AND THE USE OF THE REVENUES COLLECTED FROM THE ROAD MAINTENANCE FEE;~~ **TO PROVIDE CERTAIN FINDINGS WITH RESPECT TO THE ROAD MAINTENANCE FEE REQUIRED BY THE SOUTH CAROLINA SUPREME COURT IN BURNS V. GREENVILLE COUNTY COUNCIL.**

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Ordinance No. 40-2025/26 Second Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of Documents Relating To The Provision Of County Facilities; Consenting To And Approving The Issuance Of Not Exceeding $12,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Capital Projects And Capital Reimbursements) Series 2026 By The Florence County Public Facilities Corporation In One Or More Series To Provide Funding To Finance The Costs Of Acquisition, Construction, Renovation And Expansion Of County Facilities And To Reimburse The County For Certain Prior Capital Expenditures; Consenting To And Approving The Execution Of An Amended And Restated Base Lease Agreement By And Between Florence County, South Carolina, And The Florence County Public Facilities Corporation; Consenting To And Approving The Execution Of A Second Amendment To Public Facilities Purchase And Occupancy Agreement By And Between Florence County, South Carolina And The Florence County Public Facilities Corporation; Consenting To The Form Of A Second Supplemental Trust Agreement To Be Entered Into By The Florence County Public Facilities Corporation And The Trustee For The Bonds; And Together Therewith An Assignment To The Trustee For The Bonds Of Certain Rights To Payment And Other Rights Of Florence County Public Facilities Corporation Under The Facilities Purchase And Occupancy Agreement; And Making Provision For All Other Matters Relating To The Foregoing.

POINTS TO CONSIDER:

1. The County leased certain real property, being the site of the existing Florence County Complex improvements, which were financed with proceeds of the Series 2023 Bonds.
2. The Capital Projects have been completed, as improved by the Capital Projects, is occupied by the County under the terms of a Public Facilities Purchase and Occupancy Agreement dated December 1, 2023, between the Corporation and the County.
3. Pursuant to the Trust Agreement, $50,000,000, Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2023 were issued to provide funds with which to defray the cost of, among other things, the Capital Projects and the 2023 Ancillary Projects as defined in the Trust Agreement.

4. Pursuant to an amendment to the Trust Agreement and an amendment to the Facilities Agreement, $20,000,000, Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2025 which constitute additional bonds, were issued to provide funds with which to defray the cost of, among other things, the Capital Projects and the 2025 Ancillary Projects as defined in the Trust Agreement.
5. Council has determined that it is necessary to provide for additional improvements to the Project Facilities as well as certain additional Ancillary Projects as such term is defined in the Trust Agreement.
6. Through this Ordinance, the County shall request the Corporation to assist the County by providing for the issuance of additional bonds in one or more series to defray the costs of the 2026 Project, and to amend the Trust Agreement and Facilities Agreement further, and to amend and restate the Base Lease to extend the Base lease to accommodate the proposed term for the Series 2026 Bonds.

OPTIONS:

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

ATTACHMENTS:

1. A copy of the proposed Ordinance for Second Reading.
2. Copy of the Amended And Restated Base Lease.
3. Copy of the Second Amendment Facilities Agreement.
4. Copy of the Second Supplemental Trust Agreement.
5. Copy of the redlined version of the Second Supplemental Trust Agreement.

back to top

Sponsor(s)	: Finance	
First Reading	: December 11, 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	: January 15, 2026	
Public Hearing	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

ORDINANCE NO. 40-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE PROVISION OF COUNTY FACILITIES; CONSENTING TO AND APPROVING THE ISSUANCE OF NOT EXCEEDING $12,000,000 FLORENCE COUNTY PUBLIC FACILITIES CORPORATION INSTALLMENT PURCHASE REVENUE BONDS (CAPITAL PROJECTS AND CAPITAL REIMBURSEMENTS) SERIES 2026 BY THE FLORENCE COUNTY PUBLIC FACILITIES CORPORATION IN ONE OR MORE SERIES TO PROVIDE FUNDING TO FINANCE THE COSTS OF ACQUISITION, CONSTRUCTION, RENOVATION AND EXPANSION OF COUNTY FACILITIES AND TO REIMBURSE THE COUNTY FOR CERTAIN PRIOR CAPITAL EXPENDITURES; CONSENTING TO AND APPROVING THE EXECUTION OF AN AMENDED AND RESTATED BASE LEASE AGREEMENT BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA, AND THE FLORENCE COUNTY PUBLIC FACILITIES CORPORATION; CONSENTING TO AND APPROVING THE EXECUTION OF A SECOND AMENDMENT TO PUBLIC FACILITIES PURCHASE AND OCCUPANCY AGREEMENT BY AND BETWEEN FLORENCE COUNTY, SOUTH CAROLINA AND THE FLORENCE COUNTY PUBLIC FACILITIES CORPORATION; CONSENTING TO THE FORM OF A SECOND SUPPLEMENTAL TRUST AGREEMENT TO BE ENTERED INTO BY THE FLORENCE COUNTY PUBLIC FACILITIES CORPORATION AND THE TRUSTEE FOR THE BONDS; AND TOGETHER THEREWITH AN ASSIGNMENT TO THE TRUSTEE FOR THE BONDS OF CERTAIN RIGHTS TO PAYMENT AND OTHER RIGHTS OF FLORENCE COUNTY PUBLIC FACILITIES CORPORATION UNDER THE FACILITIES PURCHASE AND OCCUPANCY AGREEMENT; AND MAKING PROVISION FOR ALL OTHER MATTERS RELATING TO THE FOREGOING.

TABLE OF CONTENTS

Page

ARTICLE I FINDINGS 1

ARTICLE II AUTHORIZATION OF AND CONSENT TO FINANCING DOCUMENTS 2

SECTION 2.01 Amended and Restated Base Lease Agreement 2

SECTION 2.02 Second Amendment to the Public Facilities Purchase and Occupancy Agreement 2

SECTION 2.03 Consent to Assignment and Second Supplemental Trust Agreement 2

SECTION 2.04 Consent to and Approval of Corporation, its Directors, and the Series 2026 Bonds 2

ARTICLE III CONSENT TO SALE OF THE SERIES 2026 BONDS 3

SECTION 3.01 Sale of Series 2026 Bonds 3

ARTICLE IV CERTAIN TAX MATTERS 3

SECTION 4.01 Covenants Applicable to Tax-Exempt Obligations 3

ARTICLE V GENERAL AUTHORIZATION 4

SECTION 5.01 General Authorization 4

SECTION 5.02 Filing of Copies of Ordinance 4

SECTION 5.03 Further Action by Officers of the County 4

SECTION 5.04 Effective Date 4

EXHIBIT A – DESCRIPTION OF 2026 PROJECTS

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

ARTICLE I

FINDINGS

As an incident to the adoption of the proceedings, the Florence County Council (***"Council"***), governing body of Florence County, South Carolina (the ***"County"***) has found and determined as follows:

1. The County is a political subdivision duly formed under the laws of the State.

2. Florence County Public Facilities Corporation (the ***"Corporation"***) is a non-profit corporation duly organized under the laws of the State of South Carolina (the ***"State"***).

3. The County leased certain real property, being the site of the existing Florence County Complex improvements to which were financed with proceeds of the Series 2023 Bonds, as defined below (the ***"Real Property"***) to the Corporation and conveyed to the Corporation the improvements existing thereon (the ***"2023 Capital Projects"***) under the terms of a Base Lease Agreement dated as of December 1, 2023 (the ***"Base Lease"***).

4. The Capital Projects have been completed, and the Real Property, as improved by the Capital Projects (the ***"Project Facilities Real Property"***), is occupied by the County under the terms of a Public Facilities Purchase and Occupancy Agreement dated as of December 1, 2023 (as amended as set forth below, the ***"Facilities Agreement"***) between the Corporation and the County.

5. Pursuant to the terms of the Facilities Agreement, the completed Capital Projects, together with previously existing improvements to the Project Facilities Real Property (together, the ***"Project Facilities"***) are being sold on an installment basis by the Corporation to the County in return for certain semi-annual payments as set forth in the Facilities Agreement.

6. Pursuant to a Trust Agreement dated as of December 1, 2023 (as amended as set forth below, the ***"Trust Agreement"***), the Corporation has assigned certain of its rights, duties and obligations to The Bank of New York Mellon Trust Company, N.A., as trustee (the ***"Trustee"***).

7. Pursuant to the Trust Agreement, $50,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2023 (the ***"Series 2023 Bonds"***) were issued to provide funds with which to defray the cost of, among other things, the Capital Projects and the 2023 Ancillary Projects as defined in the Trust Agreement.

8. The Trust Agreement authorizes the issuance of additional installment purchase revenue bonds (***"Additional Bonds"***) to defray the cost of Additional Project Facilities (as defined in the Trust Agreement).

9. Pursuant to an amendment to the Trust Agreement and an amendment to the Facilities Agreement, $20,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2025 (the ***"Series 2025 Bonds"***), which constitute additional bonds, were issued to provide funds with which to defray the cost of, among other things, the Capital Projects and the 2025 Ancillary Projects as defined in the Trust Agreement.

10. Council has determined that it is necessary to provide for additional improvements to the Project Facilities as well as certain Additional Ancillary Projects as such term is defined in the Trust Agreement (the ***"2026 Projects"***).

11. Through this Ordinance, the County shall request the Corporation to assist the County by providing for the issuance of Additional Bonds (the ***"Series 2026 Bonds"***) in one or more series to defray the costs of the 2026 Projects, and to amend the Trust Agreement and Facilities Agreement further, and to amend and restate the Base Lease to extend the Base Lease to accommodate the proposed term of the Series 2026 Bonds.

12. Pursuant to Section 10.6(d) of the Facilities Agreement, the Facilities Agreement may be amended, with the consent of the Trustee, but without the consent of the Owner of the Series 2023 Bonds or the Series 2025 Bonds, to increase the Base Payments under the Facilities Agreement to enable the County to proceed to acquire and install Additional Project Facilities.

ARTICLE II

AUTHORIZATION OF AND CONSENT TO FINANCING DOCUMENTS

SECTION 2.01 ***Amended and Restated Base Lease.*** The forms, terms and provisions of the Amended and Restated Base Lease (***"Amended and Restated Base Lease"***) presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Amended and Restated Base Lease were set out in this Ordinance in its entirety. The Chairman of Council (the ***"Chairman"***) and Clerk to Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended and Restated Base Lease to the Corporation. The Amended and Restated Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Ordinance and as shall not be inconsistent with or contrary to such purposes. The execution of the Amended and Restated Base Lease shall constitute conclusive evidence of the persons executing the same of their approval of any and all such changes.

SECTION 2.02 ***Second Amendment to Public Facilities Purchase and Occupancy Agreement.*** The forms, terms and provisions of the Second Amendment to the Public Facilities Purchase and Agreement (***"Second Amendment to Facilities Agreement"***) presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Second Amendment to Facilities Agreement were set out in this Ordinance in its entirety. The Chairman and Clerk to Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Second Amendment Facilities Agreement to the Corporation. The Second Amendment to Facilities Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Ordinance and as shall not be inconsistent with or contrary to such purposes. The execution of the Second Amendment to Facilities Agreement shall constitute conclusive evidence of the persons executing the same of their approval of any and all such changes.

SECTION 2.03 ***Consent to Assignment and Second Supplemental Trust Agreement.*** Council hereby consents to and approves the Second Supplemental Trust Agreement in the form now before this meeting, with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Ordinance and as shall not be inconsistent with or contrary

to the matters contemplated herein. Council hereby further consents to the execution and delivery of the Second Supplemental Trust Agreement by the parties thereto. In the event it is determined to be necessary to execute and deliver an assignment in a document separate from the Second Supplemental Trust Agreement, Council hereby consents to and approves the execution and delivery of such an assignment by the Corporation.

SECTION 2.04 ***Consent to and Approval of Corporation, its Directors, and the Series 2026 Bonds.*** Council hereby consents to the undertaking by the Corporation respecting the 2026 Projects and the issuance of the Series 2026 Bonds. Council hereby consents to and approves the issuance, sale, execution and delivery of the Series 2026 Bonds in an amount to be set pursuant to an ordinance to be adopted by the Board of Directors of the Corporation, such amount, however, not to exceed $12,000,000, to provide for the payment of (i) the costs of the 2026 Projects, (ii) the underwriting fee of the Bond Purchaser, as defined in Section 3.01 herein, and (iii) the costs of issuance, and all expenses in connection therewith. The 2026 Projects are described generally in Exhibit A hereto.

ARTICLE III

CONSENT TO SALE OF THE SERIES 2026 BONDS

SECTION 3.01 ***Sale of Series 2026 Bonds.*** Council hereby authorizes the County Administrator, in consultation with the County's financial advisor and bond counsel, and in conjunction with the Corporation to solicit proposals from financial institutions and to award the Series 2026 Bonds in one or more series to the financial institutions offering, in his sole discretion, the most favorable terms to the County with respect to each such series.

ARTICLE IV

CERTAIN TAX MATTERS

SECTION 4.01 ***Covenants Applicable to Tax-Exempt Obligations.*** 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 the Series 2026 Bonds, 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 the Series 2026 Bonds 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 the Series 2026 Bonds. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided or refinanced by the net proceeds of the Series 2026 Bonds will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The County shall not permit the proceeds of the Series 2026 Bonds or any facility refinanced with the proceeds of the Series 2026 Bonds 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 the Series 2026 Bonds 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 the Series 2026 Bonds 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 Series 2026 Bonds.

(e) The Series 2026 Bonds 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 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 Series 2026 Bonds.

ARTICLE V

GENERAL AUTHORIZATION

SECTION 5.01 ***General Authorization.*** The Chairman, the Clerk to Council, the County Administrator and other officials of the County are hereby authorized to execute and deliver such documents and take such actions as are required under the Base Lease, the Facilities Agreement, as amended by the Second Amendment to Facilities Agreement, and the Trust Agreement, as amended by the Second Supplemental Trust Agreement, as are required to comply with the terms thereof.

SECTION 5.02 ***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 5.03 ***Further Action by Officers of County.*** The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.03 hereof. In the absence of any officer of the Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

SECTION 5.04 ***Effective Date.*** 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

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 February 19, 2026. The Ordinance was read at three public meetings of the County Council on three separate days, December 11, 2025, January 15, 2026, and February 19, 2026. 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 December 11, 2025, January 15, 2026, and February 19, 2026, 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 February, 2026.

(Seal)

_____

Clerk, Florence County Council

EXHIBIT A

DESCRIPTION OF 2026 PROJECTS

Acquisition, construction, renovation and expansion of County facilities and reimbursement to the County for certain prior capital expenditures.

AMENDED AND RESTATED BASE LEASE AGREEMENT

between

FLORENCE COUNTY, SOUTH CAROLINA
as Lessor

and

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION
as Lessee

Dated as of _____, 2026

INDEX

Page

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms....2
Section 1.2. Rules of Construction....3
Section 1.3. Accounting Terms....3

ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by the County....3
Section 2.2. Representations by the Corporation....4

ARTICLE III
LEASE OF THE REAL PROPERTY; ACQUISITION OF THE PROJECT FACILITIES; RENT

Section 3.1. Lease of the Real Property....4
Section 3.2. Purchase of the Project Facilities....4
Section 3.3. Assignments, Subleases and Mortgages....4
Section 3.4. Rent and Other Consideration....4
Section 3.5. Taxes and Insurance....5
Section 3.6. Granting of Easements, Rights of Way, Releases and Substitutions of Property....5

ARTICLE IV
TERMINATION

Section 4.1. Termination....5
Section 4.2. Default by the Corporation....7
Section 4.3. Quiet Enjoyment....7
Section 4.4. No Merger....7
Section 4.5. Waiver of Personal Liability....7
Section 4.6. Maintenance of Premises....7

ARTICLE V
CONTROL OF REAL PROPERTY AND PROJECT FACILITIES
DURING BASE LEASE TERM

Section 5.1. Control of Real Property and Project Facilities During Base Lease Term....8

ARTICLE VI
MISCELLANEOUS

Section 6.1. Binding Effect....8
Section 6.2. Severability....8
Section 6.3. Amendment, Changes and Modifications....8
Section 6.4. Execution in Counterparts....8
Section 6.5. Applicable Law....8
Section 6.6. Captions....8
Section 6.7. Notices....8

SIGNATURES....9

EXHIBIT A - Legal Description of the Real Property....A-1

AMENDED AND RESTATED BASE LEASE AGREEMENT

THIS AMENDED AND RESTATED BASE LEASE AGREEMENT dated as of _____ __, 2026 (this ***"Amended and Restated Base Lease"***) made and entered into by and between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and political subdivision of the State of South Carolina (the ***"County"***) as lessor, and FLORENCE COUNTY PUBLIC FACILITIES CORPORATION, a non-profit corporation duly organized under the laws of the State of South Carolina (the ***"Corporation"***), as lessee,

W I T N E S S E T H

WHEREAS, the Corporation is a non-profit corporation formed under the provisions of Sections 33-31-10 through 33-31-180, inclusive, Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the County is a duly organized and existing county and political subdivision duly formed under the laws of the State of South Carolina and is authorized under the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended (the ***"Act"***), to enter into this Amended and Restated Base Lease; and

WHEREAS, the County presently owns certain improved real property (the ***"Real Property"***) upon which improvements are to be constructed or otherwise made by the Corporation as part of the Capital Projects (as hereinafter defined) and used by the County pursuant to the terms hereof as more specifically defined herein; and

WHEREAS, the County leased the Real Property to the Corporation so that the Corporation may provide for the acquisition and construction of the Capital Projects on the Real Property; and

WHEREAS, the Capital Projects, as completed, and any improvements hereby conveyed to the Corporation (collectively, the ***"Project Facilities"***) were sold to the County under the terms of a Public Facilities Purchase and Occupancy Agreement dated as of December 1, 2023, which was subsequently amended by a First Amendment to Public Facilities Purchase and Occupancy Agreement dated October 14, 2025 (as amended, the ***"Facilities Agreement"***) between the Corporation and the County; and

WHEREAS, the payments to be made under the Facilities Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to The Bank of New York Mellon Trust Company, N.A., as Trustee (the ***"Trustee"***) pursuant to the terms of a Trust Agreement dated as of December 1, 2023, which was subsequently supplemented by a First Supplemental Trust Agreement dated October 14, 2025 (as supplemented, the ***"Trust Agreement"***), between the Corporation and the Trustee in order to secure and provide a source of payment for certain bonds, the proceeds of which are to be used for the payment of the costs of acquiring and constructing the Capital Projects; and

WHEREAS, the Trust Agreement authorizes the issuance of additional installment purchase revenue bonds ("***Additional Bonds"***) to defray the cost of Additional Project Facilities (as defined in the Trust Agreement); and

WHEREAS, Council has determined that it is necessary to provide for additional improvements to the Project Facilities as well as certain Additional Ancillary Projects as such term is defined in the Trust Agreement (together, the ***"2026 Projects"***); and

WHEREAS, the Corporation has agreed to assist the County in making provision for the issuance of Additional Bonds (the ***"Series 2026 Bonds"***) to defray the cost of the 2026 Projects; and

WHEREAS, in order to provide for the issuance of Additional Bonds, it is necessary that the Corporation and the County enter into this Amended and Restated Base Lease;

WHEREAS, the County desires to enter into this Amended and Restated Base Lease in order to achieve the foregoing purposes;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, including the payments of the Base Lease Rent (as hereinafter defined) herein set forth the County and the Corporation do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. ***Definitions of Words and Terms.*** Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Trust Agreement or the Facilities Agreement or shall have the following meanings, unless some other meaning is plainly intended:

"Acquisition Payments" means those payments required to be made by the County by Sections 4.1 and 4.2 of the Facilities Agreement.

"Act" means Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended.

"Base Lease Rent" means those items referred to as such in Section 3.4 of this Amended and Restated Base Lease.

"Base Lease Term" means the term of this Amended and Restated Base Lease which ends on June 1, 2051.

"Capital Projects" means the Project Facilities to be designed, constructed, equipped and furnished upon the Real Property.

"Corporation" means Florence County Public Facilities Corporation, a non-profit corporation formed under the laws of the State of South Carolina, and its successors and assigns.

"Corporation Representative" means the person or persons at the time designated to act on behalf of the Corporation in matters relating to this Amended and Restated Base Lease, the Facilities Agreement and the Trust Agreement as evidenced by a written certificate furnished to the County and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its Chairman or Vice Chairman. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the County or the Corporation.

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

"Event of Default" means (a) with respect to the Facilities Agreement, any Event of Default as defined in Section 8.1 of the Facilities Agreement, and (b) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

"Fiscal Year" means the 12-month period adopted by the County as its fiscal year for financial reporting purposes. Currently, such Fiscal Year for the County begins on July 1 of each calendar year.

"Ordinance" means the Ordinances enacted by County Council on November 16, 2023, August 21, 2025 and February 19, 2026 authorizing this Amended and Restated Base Lease and the Facilities Agreement and consenting to the Trust Agreement.

"Project Facilities" means the improvements hereinafter renovated or constructed on the Real Property and designated by the County to be part of the Capital Projects.

"Real Property" means property owned by the County and leased to the Corporation, as described on Exhibit A.

"State" means the State of South Carolina.

"Trust Estate" means the Trust Estate described in the Granting Clauses of the Trust Agreement.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a banking association or corporation organized and existing under the laws of the United States of America, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

SECTION 1.2. ***Rules of Construction.*** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 1.3. ***Accounting Terms.*** Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

ARTICLE II
REPRESENTATIONS

SECTION 2.1. ***Representations by the County.*** The County represents and warrants as follows:

(a) The County is a duly constituted County under the provisions of Article 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, and a body politic and corporate and a political subdivision of the State.

(b) The demise and lease of the Real Property to the Corporation, as provided in this Amended and Restated Base Lease, in order to allow the Corporation to provide for the construction of the Project Facilities, and the sale of the Project Facilities by the Corporation to the County pursuant to the Facilities Agreement has been undertaken to enable the County to undertake comprehensive improvements to the facilities of the County.

(c) County Council has full power and authority to enact the Ordinance and the County has full power and authority to enter into the transactions contemplated by this Amended and Restated Base Lease and to carry out its obligations hereunder.

(d) Neither the execution and delivery of this Amended and Restated Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound.

(e) The County has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the County's interests in Real Property and the Project Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Amended and Restated Base Lease or the Facilities Agreement.

(f) The County is the fee owner of the Real Property free and clear of all liens, encumbrances and restrictions (including, without limitation, leases) other than Permitted Encumbrances.

SECTION 2.2. ***Representations by the Corporation.*** The Corporation represents and warrants as follows:

(a) The Corporation is a non-profit corporation duly incorporated under the laws of the State and has corporate power to enter into this Amended and Restated Base Lease, the Facilities Agreement and the Trust Agreement. By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Amended and Restated Base Lease, the Facilities Agreement and the Trust Agreement.

(b) The execution and delivery of this Amended and Restated Base Lease, the Facilities Agreement and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(c) To provide funds to finance the Project Facilities, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2026 Bonds payable from and secured by the Acquisition Payments under the Facilities Agreement.

ARTICLE III
LEASE OF THE REAL PROPERTY; ACQUISITION OF THE PROJECT FACILITIES; RENT

SECTION 3.1. ***Lease of the Real Property.*** For and in consideration of the agreement of the Corporation to provide funds to improve the same through renovations, expansions and construction of new facilities, the County hereby demises and leases to the Corporation and the Corporation hereby leases from the County the Real Property for a Base Lease Term which ends on June 1, 20___ (the ***"Base Lease Term"***). The parties hereto agree to amend Exhibit A to this Amended and Restated Base Lease at such time, and from time to time, as the County acquires or makes available Real Property required for construction of Project Facilities, or if the County acquires or makes available Additional Real Property if

such Additional Real Property is the site of Additional Project Facilities, with prior written notice to the Trustee.

SECTION 3.2. ***Purchase of the Project Facilities.*** Pursuant to the terms of the Facilities Agreement, the Corporation, as part of the Capital Projects, will construct as Project Facilities improvements on the Real Property and will convey title to the Project Facilities to the County, but subject to the Trust Agreement and the reservation of certain rights under this Amended and Restated Base Lease.

SECTION 3.3. ***Assignments, Subleases and Mortgages.*** Except as contemplated by the Trust Agreement or permitted by the Facilities Agreement, the Corporation may not (i) mortgage or otherwise encumber or assign its rights under this Amended and Restated Base Lease, (ii) mortgage or otherwise encumber, or lease, assign, transfer or otherwise dispose of its interest in the Real Property or the Project Facilities or any portion thereof or (iii) remove, modify or alter the Real Property or the Project Facilities, without the consent of the County.

SECTION 3.4. ***Rent and Other Consideration.*** In consideration for the leasing of the Real Property to the Corporation hereunder, the Corporation agrees (i) to pay to the County $5.00 at closing, which represents the full payment of Base Lease Rent for the entire term of this Amended and Restated Base Lease ending on June 1, 2051, and (ii) to fulfill its obligations with respect to the Project Facilities as provided in the Facilities Agreement. The payment required hereunder shall be made as provided in Section 5.1(b) of the Trust Agreement.

SECTION 3.5. ***Taxes and Insurance.*** The County shall pay and have responsibility for all taxes on and insurance of the Real Property and the Project Facilities for so long as this Amended and Restated Base Lease shall remain in force, except as provided in Section 4.1(b) herein. All insurance shall provide that the proceeds shall be payable to the County, the Corporation or the Trustee as their interests may appear.

SECTION 3.6. ***Granting of Easements, Rights of Way, Releases and Substitutions of Property***. From time to time during the term hereof and so long as there is not an existing Event of Default under the Facilities Agreement and there has not occurred an Event of Nonappropriation that has not been waived by the Trustee, the Corporation, at the request of the County and with prior written notice to the Trustee, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities or in such other instances as the County certifies are not inconsistent or incompatible with the continued use of the balance of the Real Property for their intended purposes. Such instruments may include a termination of this Amended and Restated Base Lease with respect to such portion of the Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or remedies afforded to the Corporation hereunder or under the Facilities Agreement. Any request from the County hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the County to the effect that (i) the continued use of the Real Property affected thereby will not be impaired or hampered thereby; (ii) access to the Real Property for ingress and egress will be adequate; and (iii) that the value of the Real Property to the County will not be significantly diminished thereby.

The Corporation may also terminate this Amended and Restated Base Lease with respect to any portion of the Project Facilities Real Property deemed excess or unneeded for the continued operation of the Project Facilities and the related public facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the County, upon receipt by the Corporation of the following: (i) a plat showing the location of the Project Facilities and related public facilities and the

portion of the Real Property deemed excess or unneeded; (ii) an amendment to Exhibit A hereto revising the description of the affected parcel of property; (iii) a certificate from an engineer or architect stating that the remaining Real Property will be adequate for the continued operation of the Project Facilities and related public facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining Real Property for ingress and egress; and (iv) a certification from the County that the portion of the Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the Project Facilities and related public facilities for the purposes for which they were designed or are then being used.

The County shall not be obligated to compensate the Corporation for the removal of any property or for any conveyance or grant of an easement or right-of-way under the provisions hereof and any consideration paid in connection therewith shall be turned over to the County so long as there is not an existing Event of Default under the Facilities Agreement and no Event of Nonappropriation has occurred that has not been waived by the Trustee. The Corporation shall have no obligation or responsibility to prepare or record any instrument authorized hereunder.

ARTICLE IV
TERMINATION

SECTION 4.1. ***Termination.***

(a) This Amended and Restated Base Lease shall terminate upon the completion of the Base Lease Term specified in Section 3.1 hereof; provided, however, in the event the County exercises the option to purchase the Project Facilities as provided in Section 9.1(a) of the Facilities Agreement and satisfies the conditions thereof, then this Amended and Restated Base Lease shall be considered terminated through merger of the leasehold interest with the fee simple interest of the County and, provided further, that upon the termination of the Facilities Agreement and any partition of the Project Facilities pursuant to Section 2.4 of the Facilities Agreement, this Amended and Restated Base Lease shall be terminated with respect to that portion of the Real Property (the ***"County Real Property"***) relating to any County Facilities (as defined in the Facilities Agreement) and the County Real Property shall no longer be subject to this Amended and Restated Base Lease and the Corporation shall have no interest therein; provided however, this Amended and Restated Base Lease shall remain in place as to the Corporation Facilities and the Real Property associated therewith. Notwithstanding the termination of the Facilities Agreement as a consequence of an Event of Default or Event of Nonappropriation, the County may thereafter purchase the Project Facilities not previously purchased by it upon payment of the applicable Purchase Option Price and the satisfaction of all other terms and conditions set forth in Section 9.1(a) of the Facilities Agreement.

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the County of its option to purchase as provided in Section 9.1(a) of the Facilities Agreement, to quit and surrender the Real Property and that all title and interest in the Project Facilities and the Real Property shall vest in the County free and clear of the encumbrance of this Amended and Restated Base Lease and any other encumbrances except those permitted by Section 9.2(a) of the Facilities Agreement. The Corporation agrees, upon any partition of the Project Facilities provided for in Section 2.4 of the Facilities Agreement, to quit and surrender the County Real Property and that in those circumstances all title and interest in the County Facilities and the County Real Property shall vest in the County free and clear of the encumbrance of this Amended and Restated Base Lease and any other encumbrances except those permitted by Section 9.2(a) of the Facilities Agreement.

If an Event of Default under the Facilities Agreement occurs or if the County fails to continue the Facilities Agreement for the entire term thereof for any reason, the Corporation shall have the right to

possession of portions of the Real Property (the ***"Corporation Real Property"***) relating to the Corporation Facilities (as defined in the Facilities Agreement) as the result of a partition as provided for in Section 2.4 of the Facilities Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Amended and Restated Base Lease upon whatever terms and conditions it deems prudent. Both parties acknowledge that the County has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings and fixtures provided in connection with use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy, temporary or long-term. Therefore, the County's obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the portions of the Real Property and the Project Facilities and related property as they existed as of the Division Date (as defined in the Facilities Agreement). As to any additions, alterations, furnishings and fixtures provided in connection with use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term, the Corporation shall provide the County with adequate public liability and comprehensive risk insurance covering such additions, alterations, furnishings and fixtures and the use thereof by the Corporation or such person, and shall pay all taxes relating thereto for the remainder of the Base Lease Term and will furnish the County with evidence thereof promptly upon written request from the County. In the event that the Corporation shall receive a payment for the transfer of its leasehold interest or total rental payments for subleasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Outstanding Bonds at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the County by the Corporation, its assigns or its lessee.

SECTION 4.2. ***Default by the Corporation.*** The County shall not have the right to exclude the Corporation from the Real Property or the Project Facilities or to take possession of the Real Property or the Project Facilities (except pursuant to the Facilities Agreement) or to terminate this Amended and Restated Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the Project Facilities granted to the County in Article IX of the Facilities Agreement and after the payment of the purchase price specified therein and the other sums payable under the Facilities Agreement, the Corporation fails to convey its interest in the Project Facilities to the County pursuant to said option, then the County shall have the right to terminate this Amended and Restated Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the County may maintain an action, if permitted in equity, for specific performance.

SECTION 4.3. ***Quiet Enjoyment.*** Subject to the Facilities Agreement, the Corporation at all times during the term of this Amended and Restated Base Lease shall peaceably and quietly have and enjoy the Real Property and the Project Facilities.

SECTION 4.4. ***No Merger.*** Except as expressly provided herein, no union of the interests of the County and the Corporation herein or in the Facilities Agreement shall result in a merger of this Amended and Restated Base Lease and the title to the Project Facilities. The Corporation and County confirm that the Project Facilities shall be property of the Corporation and title thereto shall remain vested in the Corporation as Project Facilities are constructed and shall not merge into the leasehold estate of the Corporation in the Real Property subject to the provisions of this Amended and Restated Base Lease and the Facilities Agreement; except that title to the Project Facilities shall revert to and be vested in the County upon termination of this Amended and Restated Base Lease, irrespective of any Event of Nonappropriation or Event of Default under the Facilities Agreement. The Corporation shall have the

power to convey undivided interests in the Project Facilities to the County from time to time as Acquisition Payments are made as contemplated by the Facilities Agreement.

SECTION 4.5. ***Waiver of Personal Liability.*** All liabilities under this Amended and Restated Base Lease on the part of the Corporation are strictly and exclusively liabilities of the Corporation as a corporation. To that end and for that purpose, the County hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Amended and Restated Base Lease, including without limitation the obligation to make payment of the Base Lease Rent and, to the extent permitted by law, agrees to hold such individuals harmless against all suits, claims, actions and judgments arising out of this Amended and Restated Base Lease. No incorporator, member, director or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Amended and Restated Base Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 4.6. ***Maintenance of Premises.*** Subject to the provisions of the Facilities Agreement, the Corporation covenants that it will maintain or cause to be maintained the Real Property, and will not cause, permit or suffer to be caused or permitted waste thereto. At the conclusion of the term hereof, the Real Property shall be returned to the County, together with the Project Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Facilities Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the Real Property or the Project Facilities or any portion thereof, or remove any part thereof without the written consent of the County. Prior to an Event of Nonappropriation that has not been waived by the Trustee, in the event of any damage, destruction or condemnation of any of the Real Property**,** the provisions of Article VII of the Facilities Agreement shall be deemed to apply with respect to the Real Property in like manner as provided therein with respect to Project Facilities, and the net proceeds from any insurance policies, performance bonds or condemnation awards shall be applied in the same manner for the benefit of Real Property as are Net Proceeds under Section 7.2 of the Facilities Agreement. After an Event of Nonappropriation that has not been waived by the Trustee, in the event of any damage, destruction or condemnation of any of the Real Property, the proceeds of any insurance**,** performance bonds, or condemnation awards allocable to the Corporation's interest in the Real Property shall be applied either in the manner provided in Section 7.2 of the Facilities Agreement or to the retirement of any Bonds or indebtedness with respect thereto and the balance, if any, remaining thereafter to such use as the County may direct.

ARTICLE V
CONTROL OF REAL PROPERTY AND PROJECT FACILITIES DURING BASE LEASE TERM

SECTION 5.1. ***Control of Real Property and Project Facilities During Base Lease Term.*** Subject to the Facilities Agreement, during the Base Lease Term the Corporation shall have complete control over the Real Property and the Project Facilities and their operation, provided however, that the Corporation shall not create any encumbrance against the Real Property and Project Facilities, except pursuant to the Trust Agreement, during the Base Lease Term without the written consent of the County.

ARTICLE VI
MISCELLANEOUS

SECTION 6.1. ***Binding Effect.*** This Amended and Restated Base Lease shall inure to the benefit of and shall be binding upon the County, the Corporation and their respective successors and assigns.

SECTION 6.2. ***Severability.*** In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

SECTION 6.3. ***Amendment, Changes and Modifications.*** This Amended and Restated Base Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee except to the extent anticipated (i) in Section 3.1 hereof in connection with amendment of Exhibit A hereto to include additional parcels of Real Property herein, and (ii) in Section 3.6 hereof in connection with the granting of easements, releases and substitutions.

SECTION 6.4. ***Execution in Counterparts.*** This Amended and Restated Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 6.5. ***Applicable Law.*** This Amended and Restated Base Lease shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

SECTION 6.6. ***Captions.*** The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

SECTION 6.7. ***Notices.*** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Amended and Restated Base Lease to be given to or filed with the County, the Corporation or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

WITNESS the due execution of this Amended and Restated Base Lease as of the date first above written.

(*SEAL*) LESSOR:

FLORENCE COUNTY, SOUTH CAROLINA

WITNESS:

_____ By: _____
Chairman, Florence County Council

_____ Attest: _____
Clerk to Florence County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that FLORENCE COUNTY, SOUTH CAROLINA, by Willard Dorriety, Jr., Chairman of Florence County Council (***"County Council"***), the governing body of Florence County, South Carolina, and Hope M. Jones, Clerk to County Council, personally appeared before me this day and acknowledged the due execution of the foregoing Base Lease Agreement.

Witness my hand and official seal this _____ day of _____, 2026.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

(*SEAL*)

LESSEE:

WITNESS:

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION

_____

By: _____
President

_____

Attest: _____
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that FLORENCE COUNTY PUBLIC FACILITIES CORPORATION, by Rodney C. Jernigan, its President, and Charles J. Hupfer, Jr., its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing Base Lease Agreement.

Witness my hand and official seal this _____ day of _____, 2026.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE REAL PROPERTY

All that certain piece, parcel or tract of land, situate, lying and being in the City of Florence, County of Florence, State of South Carolina, containing 1.58 acres more or less and delineated as Parcel "A" being shown on a Plat surveyed for Florence County, prepared by Nesbitt Surveying Co., Inc. dated September 25, 2023, and recorded in the Office of the Clerk of Court for Florence County on October 25, 2023 in Plat Book 108 at page 476. Reference being made to the aforementioned Plat for a more thorough and complete description.

For derivation of title, see Deed from the City of Florence of its one-half undivided interest to the County of Florence dated August 19, 2016 and recorded September 27, 2016, in the Office of the Clerk of Court for Florence County, South Carolina, in Deed Book B653, at Page 1124. See also Deed Book B460 at Page 495.

Tax Map Number: 90167-02-007

SECOND AMENDMENT TO
PUBLIC FACILITIES PURCHASE AND OCCUPANCY AGREEMENT

between

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION
as Seller

and

FLORENCE COUNTY, SOUTH CAROLINA
as Buyer

Dated as of _____, 2026

All right, title and interest of Florence County Public Facilities Corporation in the revenues derived under this Second Amendment to Public Facilities Purchase and Occupancy Agreement (except for certain reserved rights) have been assigned to The Bank of New York Mellon Trust Company, N.A. as Trustee, under a Second Supplemental Trust Agreement dated as of _____, 2026, between Florence County Public Facilities Corporation and the Trustee.

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1 Definitions of Words and Terms 2

SECTION 1.2 Rules of Construction 2

SECTION 1.3 Covenants of County 2

SECTION 1.4 Corporation Representations 5

ARTICLE II

CONSTRUCTION OF 2026 PROJECTS; AMENDMENT OF SCHEDULE

SECTION 2.1 Acquisition and Installation of the 2026 Projects 6

SECTION 2.2 Administration of Contracts 6

SECTION 2.3 Notices and Permits 6

SECTION 2.4 Disbursements from the Series 2026 Project Fund. 6

SECTION 2.5 Defaults Under 2026 Facilities Contracts 6

SECTION 2.6 Contractor’s Worker’s Compensation Insurance 7

SECTION 2.7 Contractor’s Performance and Payment Bonds 7

SECTION 2.8 Contractor’s General Public Liability and Property Damage Insurance 7

SECTION 2.9 Proceeds of Insurance Policies 7

SECTION 2.10 No Merger of Project Facilities 7

ARTICLE III

AMENDMENT OF SCHEDULE

SECTION 3.1 Amendment to Acquisition Payments Schedule of Facilities Agreement 8

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 Binding Effect 8

SECTION 4.2 Severability 8

SECTION 4.3 Execution in Counterparts 8

TABLE OF CONTENTS
(continued)

Page

SECTION 4.4	Applicable Law	8
SECTION 4.5	Captions	8
SECTION 4.6	Confirmation of Facilities Agreement	8
EXHIBIT A	DESCRIPTION OF NEW IMPROVEMENTS	
EXHIBIT C-1	AMENDED ACQUISITION PAYMENTS SCHEDULE	

SECOND AMENDMENT TO PUBLIC FACILITIES PURCHASE AND OCCUPANCY AGREEMENT

THIS SECOND AMENDMENT TO PUBLIC FACILITIES PURCHASE AND OCCUPANCY AGREEMENT dated as of _____, 2026 (***"Second Amendment to Facilities Agreement"***) made and entered into by and between FLORENCE COUNTY PUBLIC FACILITIES CORPORATION (the ***"Corporation"***), a non-profit corporation duly organized under the laws of the State of South Carolina (the ***"State"***) and FLORENCE COUNTY, SOUTH CAROLINA (the ***"County"***), a body corporate and political subdivision of the State.

W I T N E S S E T H

WHEREAS, the County is a political subdivision duly formed under the laws of the State and is authorized under the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to enter into this Second Amendment to Facilities Agreement; and

WHEREAS, the County leased certain real property, being the site of the existing Florence County Complex improvements to which were financed with proceeds of the Series 2023 Bonds, as defined below (the ***"Real Property"***) to the Corporation and conveyed to the Corporation the improvements existing thereon (the ***"2023 Capital Projects"***) under the terms of a Base Lease Agreement dated as of December 1, 2023 and amended and restated pursuant to an Amended and Restated Base Lease Agreement dated _____, 2026 (as amended and restated the ***"Base Lease"***); and

WHEREAS, the Capital Projects have been completed, and the Real Property, as improved by the 2023 Capital Projects (the ***"Project Facilities Real Property"***), is occupied by the County under the terms of a Public Facilities Purchase and Occupancy Agreement dated as of December 1, 2023 (the ***"Facilities Agreement"***) between the Corporation and the County; and

WHEREAS, pursuant to the terms of the Facilities Agreement, the completed 2023 Capital Projects, together with previously existing improvements to the Project Facilities Real Property (together, the ***"Project Facilities"***) are being sold on an installment basis by the Corporation to the County in return for certain semi-annual payments as set forth in the Facilities Agreement; and

WHEREAS, pursuant to a Trust Agreement dated as of December 1, 2023 (the ***"Trust Agreement"***), the Corporation has assigned certain of its rights, duties and obligations to The Bank of New York Mellon Trust Company, N.A., as trustee (the ***"Trustee"***); and

WHEREAS, pursuant to the Trust Agreement, $50,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2023 (the ***"Series 2023 Bonds"***) were issued to provide funds with which to defray the cost of, among other things, the 2023 Capital Projects and the 2023 Ancillary Projects as defined in the Trust Agreement; and

WHEREAS, the Trust Agreement authorizes the issuance of additional installment purchase revenue bonds (***"Additional Bonds"***) to defray the cost of Additional Project Facilities (as defined in the Trust Agreement); and

WHEREAS, pursuant to a First Amendment to Public Facilities Purchase and Occupancy Agreement dated as of October 14, 2025 (the ***"First Amendment to Facilities Agreement"***) between the Corporation and the County and a First Supplemental Trust Agreement dated as of October 14, 2025 (***"First Supplemental Trust Agreement"***) between the Corporation and the Trustee, $20,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2025 (the ***"Series 2025 Bonds"***), which constitute additional bonds, were

issued to provide funds with which to defray the cost of, among other things, the 2025 Capital Projects and the 2025 Ancillary Projects as defined in the Trust Agreement; and

WHEREAS, Council has determined that it is necessary to provide for additional improvements to the Project Facilities as well as certain Additional Ancillary Projects as such term is defined in the Trust Agreement (together, the ***"2026 Projects"***); and

WHEREAS, the Corporation has agreed to assist the County in making provision for the issuance of Additional Bonds (the ***"Series 2026 Bonds"***) to defray the cost of the 2026 Projects; and

WHEREAS, pursuant to Section 10.6(d) of the Facilities Agreement, the Facilities Agreement may be amended, with the consent of the Trustee, but without the consent of the Owner of any Bond, to increase the Base Payments under the Facilities Agreement to enable the County to proceed to acquire and install Additional New Facilities; and

WHEREAS, in order to provide for the issuance of Additional Bonds, it is necessary that the Corporation and the County enter into this Second Amendment to Facilities Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, herein set forth the County and the Corporation do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1 ***Definitions of Words and Terms.*** Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Trust Agreement or the Facilities Agreement, unless some other meaning is plainly intended.

"2026 Capital Projects" means those improvements to the Project Facilities as well as certain Additional Ancillary Projects as such term is defined in the Trust Agreement and as described in Exhibit A hereto.

"2026 Capital Reimbursements" means payments made to the County for the reimbursement of certain prior capital expenditures by the County as certain Additional Ancillary Projects as such term is defined in the Trust Agreement and as described in Exhibit A hereto.

"2026 Projects" means, collectively, the 2026 Capital Projects and the 2026 Capital Reimbursements, as described in Exhibit A hereto.

"2026 Facilities Contracts" means contracts entered into by the County to provide for the 2026 Projects.

"Second Amendment to Facilities Agreement" means this Second Amendment to Public Facilities Purchase and Occupancy Agreement between the Corporation and the County.

"Second Supplemental Trust Agreement" means that Second Supplemental Trust Agreement, dated _____, 2026, between the Corporation and the Trustee.

"Series 2026 Bonds" means the $12,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2026.

SECTION 1.2 ***Rules of Construction***. All references in the Facilities Agreement to "this Facilities Agreement" shall be deemed to refer to the Facilities Agreement as supplemented and amended by this Second Amendment to Facilities Agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document.

SECTION 1.3 ***Covenants of County.*** The County makes the following covenants, representations and warranties:

(a) The County is a political subdivision of the State and has full power and legal right to enter into this Second Amendment to Facilities Agreement and to perform its obligations hereunder. The County's actions in making and performing this Second Amendment to Facilities Agreement have been duly authorized by all necessary governmental action and do not and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument or other document by which the County or its properties are bound.

(b) The County is a political subdivision within the meaning of Section 103(c)(1) of the Code. The County covenants to comply with all provisions of the Arbitrage and Tax Regulatory Agreement to be executed in connection with the delivery of the Series 2026 Bonds in order to preserve the tax-exempt status thereof.

(c) The County will take such action as is necessary to assure that the 2026 Projects are completed. In the event the amounts available from the proceeds from the Series 2026 Bonds appear to be insufficient for such purpose, the County shall make such modifications or changes in the 2026 Projects as will allow the cost thereof to be funded within the amount available from such bond proceeds or, in its sole discretion, provide for the payment of such costs from other sources available to the County.

(d) The County will take such action as is necessary to ensure that the proceeds from the Series 2026 Bonds, other than amounts required for payment of costs of issuance, are applied solely for the payment of the costs of acquiring and installing the 2026 Projects.

(e) No portion of the Project Facilities as improved by the 2026 Projects will be used in the trade or business of a person who is not a "political subdivision" within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel.

(f) The amounts, if any, spent by the County from its own funds to pay costs of the acquisition, construction, renovation, and expansion of those 2026 Projects to be funded from the proceeds of any tax-exempt series of the Series 2026 Bonds were not expended more than 60 days prior to –_____, 2026 which is the date of the enactment by County Council (***"County Council"***), the governing body of the County, of an ordinance authorizing the financing of the 2026 Projects and expressing the intent to enter into this Facilities Agreement.

(g) There are no proceedings pending or, to the knowledge of the County, threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the County, or the corporate existence or powers or ability of the

County to enter into and perform its obligations under this Second Amendment to Facilities Agreement or the Base Lease.

(h) The execution and delivery of this Second Amendment to Facilities Agreement, the consummation of the transactions provided for herein, and compliance by the County herewith:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the County; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the County pursuant to, any indenture, loan agreement or other agreement or instrument (other than the Facilities Agreement, as amended by this Second Amendment to Facilities Agreement) or any governmental restriction to which the County is a party or by which the County, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of this Second Amendment to Facilities Agreement or the County's ability to perform fully its obligations under this Second Amendment to Facilities Agreement; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the County, its properties or operations are subject.

(i) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Second Amendment to Facilities Agreement, and/or the passage of time or giving of notice or both, would constitute an Event of Default. The County is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the County with the terms hereof) of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(j) The Facilities Agreement, as amended by this Second Amendment to Facilities Agreement, is a legal, valid and binding obligation and agreement of the County, enforceable against the County in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, the Facilities Agreement, as amended hereby, is subject in its entirety to the right of the County to terminate the Facilities Agreement, as amended hereby, and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Acquisition Payments, as provided in Sections 2.2, 4.6 and 4.7 of the Facilities Agreement.

(k) The operation of the Project Facilities Real Property and the Project Facilities, as improved by the 2026 Projects, in the manner contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the Project Facilities Real Property and the Project Facilities including, without limitation, Environmental Laws. The County has caused or will cause the 2026 Projects to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety and environmental quality. The County will operate or will cause the Project Facilities Real Property and the Project Facilities to be operated in compliance with the requirements of all such laws, ordinance, rules and regulations, including, without limitation, Environmental Laws. The County further covenants and agrees to comply in all material respects with, or use its reasonable efforts

to cause other persons whose obligations it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and every applicable governmental authority, including Environmental Laws applicable to the Project Facilities Real Property and the Project Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Project Facilities Real Property and the Project Facilities, including building and zoning codes and ordinances (collectively, the ***"Legal Requirements"***), provided that the County shall not be in default hereunder so long as the County promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the County commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply does not subject the Project to any material danger of being forfeited or lost as a result thereof. The County possesses or will possess, and the County hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Project Facilities Real Property and the Project Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the Project Facilities Real Property and the Project Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the Project Facilities Real Property and the Project Facilities. The County covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers and privileges as the same relate to the Project Facilities Real Property and the Project Facilities.

(l) The County has approved the Corporation and the issuance by the Corporation of the Series 2026 Bonds.

(m) The County has not as of the date hereof terminated any lease, lease-purchase agreement or installment purchase agreement to which it has been party by nonappropriation.

SECTION 1.4 ***Corporation Representations*****.** The Corporation makes the following representations and warranties:

(a) The Corporation is a duly organized and existing non-profit corporation created under the laws of South Carolina, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Second Amendment to Facilities Agreement and the Second Supplemental Trust Agreement and to perform each and all of the obligations of the Corporation provided therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under this Second Amendment to Facilities Agreement and the Second Supplemental Trust Agreement.

(c) By proper corporate action the officers of the Corporation have been duly authorized to execute and deliver this Second Amendment to Facilities Agreement and the Second Supplemental Trust Agreement.

(d) The execution and delivery by the Corporation of this Second Amendment to Facilities Agreement and the Second Supplemental Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) This Second Amendment to Facilities Agreement and the Second Supplemental Trust Agreement has each been or will be duly executed and delivered by the Corporation and constitutes, or will constitute upon execution and delivery thereof, a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) Other than as disclosed in writing by the Corporation, there is no litigation pending or threatened against the Corporation that challenges the Corporation's authority to execute, deliver or perform this Second Amendment to Facilities Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations and ordinances, including but not limited to those applicable to the Corporation's activities in connection with this Second Amendment to Facilities Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) In order to finance the 2026 Projects, the Corporation will enter into the Second Supplemental Trust Agreement pursuant to which it will issue the Series 2026 Bonds payable from and secured by the Acquisition Payments under the Facilities Agreement, as amended hereby.

ARTICLE II

CONSTRUCTION OF 2026 PROJECTS; AMENDMENT OF SCHEDULE

SECTION 2.1 ***Acquisition and Installation of the 2026 Projects.*** The Corporation and the County acknowledge that the County will be responsible for any and all contracts necessary or appropriate for the acquisition and installation, or for any renovation, construction, installation, restoration, and reconstruction, to be performed in connection with the completion of the 2026 Projects and the County shall be the agent of the Corporation for all such purposes. The County and the Corporation agree and acknowledge that the 2026 Facilities Contracts shall be entered into in compliance with the procurement procedures of the County.

SECTION 2.2 ***Administration of Contracts.*** The County shall be responsible for preparing, administering, amending and enforcing the 2026 Facilities Contracts and for litigating or settling all claims thereunder. The County and the Corporation, as their interests may appear, will be entitled to the benefit of all warranties, guaranties and indemnities provided under such contracts and by law.

SECTION 2.3 ***Notices and Permits.*** The Corporation shall cooperate in any request made by the County in order to give or cause to be given all notices and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of public authorities applying to or affecting the conduct of any work relating to the 2026 Projects. The County will to the extent permitted by law defend and save the Corporation, the Trustee and their respective members, directors, officers, agents and employees harmless from all liabilities, damages or fines due to failure to comply therewith.

SECTION 2.4 ***Disbursements from the Series 2026 Project Fund.***

(a) The proceeds of the Series 2026 Bonds shall be deposited by the Trustee into the Series 2026 Project Fund in accordance with Section 5.1 of the Second Supplemental Trust Agreement. Thereafter, disbursements from the Series 2026 Project Fund shall be made for costs of the 2026 Projects

and costs of issuance in accordance with the procedures set forth in Section 5.3 of the Second Supplemental Trust Agreement.

(b) As provided in Section 5.3(c) of the Second Supplemental Trust Agreement, the final requisition from the Series 2026 Project Fund shall contain, among other things, a Certificate of Acceptance of the County stating that the 2026 Projects have been substantially completed in accordance with the 2026 Facilities Contracts and other terms and conditions of the Facilities Agreement and the 2026 Projects comply in all material respects with all applicable governmental regulations. Upon receipt of such Certificate of Acceptance, the Trustee shall apply any balance then remaining in the Series 2026 Project Fund in the manner provided in Section 5.4 of the Second Supplemental Trust Agreement. As used in this paragraph, "substantial completion" of the 2026 Projects shall mean completion to the satisfaction of the County, notwithstanding the fact that certain minor items of work remain to be done.

SECTION 2.5 ***Defaults Under 2026 Facilities Contracts.*** In the event of any material default by a supplier, contractor or subcontractor under any of the 2026 Facilities Contracts, or in the event of a material breach of warranty with respect to any property, fixtures, materials, workmanship or performance under any 2026 Facilities Contract, the County and the Corporation shall promptly proceed, and may do so in conjunction with others, to pursue diligently such remedies as are available against the applicable supplier, contractor or subcontractor and/or against any surety of any bond securing the performance of the 2026 Facilities Contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after reimbursement to the County or the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Series 2026 Project Fund if received before the receipt by the Trustee of a Certificate of Acceptance as provided in Section 2.4 herein, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of the Facilities Agreement or otherwise applied as provided in Section 7.3 of the Facilities Agreement.

SECTION 2.6 ***Contractor's Worker's Compensation Insurance.*** The County and the Corporation shall take such steps as are necessary to ensure that worker's compensation insurance is in force with respect to any contracts.

SECTION 2.7 ***Contractor's Performance and Payment Bonds.*** The County shall take such steps as are necessary to ensure that performance and payment bonds regarding contractor's performance and payment bonds are provided in the same manner as would be applicable to any contracts of the County and in accordance with Sections 29-6-210 *et seq*., Code of Laws of South Carolina, 1976, as amended. The Corporation shall be named as co-insured. The Corporation shall take any action requested by the County in this regard.

The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the performance and payment bonds remaining after reimbursement to the County and the Corporation of any amounts theretofore paid by either of them, and not previously reimbursed, for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid into the Series 2026 Project Fund if received before the receipt by the Trustee of a Certificate of Acceptance as provided in Section 2.4 herein, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of the Facilities Agreement or otherwise applied as provided in Section 7.3 of the Facilities Agreement.

SECTION 2.8 ***Contractor's General Public Liability and Property Damage Insurance.*** The County shall take such steps as are necessary to ensure that comprehensive general public and property damage liability insurance is provided in the same manner as would be applicable to any contracts of the County. The Corporation shall take any action requested by the County in this regard.

SECTION 2.9 ***Proceeds of Insurance Policies.*** The Net Proceeds of any insurance policies required by Sections 2.7 or 2.8 of this Second Amendment to Facilities Agreement, or any amounts recovered by way of damages, refunds, adjustments, proceeds or otherwise from such insurance policies, and after reimbursement to the County or the Corporation of any amounts not to exceed $100,000 theretofore paid by the County or the Corporation and not previously reimbursed to the County or the Corporation for actions taken by the County or the Corporation to restore damaged portions of the 2026 Projects to a condition necessary to secure the Additional New Facilities and prevent further loss shall be paid into the Series 2026 Project Fund if received before the receipt by the Trustee of a Certificate of Acceptance as provided in Section 2.4 herein, or if received thereafter, shall be deposited as otherwise provided in Section 7.2 of the Facilities Agreement or otherwise applied as provided in Section 7.3 of the Facilities Agreement; provided, however, such deposit shall not exceed the amount necessary to fulfill the obligations of the County under this Facilities Agreement as determined by the Trustee.

SECTION 2.10 ***No Merger of Project Facilities***. The Corporation and County confirm that the 2026 Projects contain Capital Projects under the Facilities Agreement, and as provided therein shall be property of the Corporation and title thereto shall remain vested in the Corporation and shall not merge into the respective leasehold estates of the Corporation in the Project Facilities Real Property, except that title to said Project Facilities, as improved by the 2026 Projects, shall revert to and be vested in the County upon termination of the Base Lease. The Corporation shall have the power to convey undivided interests in the Project Facilities to the County from time to time as Acquisition Payments are made as contemplated hereby.

ARTICLE III

AMENDMENT OF SCHEDULE

SECTION 3.1 ***Amendment to Acquisition Payments Schedule of Facilities Agreement.*** The Acquisition Payments Schedule appearing as Exhibit C of the Facilities Agreement is hereby amended, and as amended, shall read as provided in "Exhibit C-1" attached hereto.

ARTICLE IV

MISCELLANEOUS

SECTION 4.1 ***Binding Effect.*** This Second Amendment to Public Facilities Purchase and Occupancy Agreement shall inure to the benefit of and shall be binding upon the County, the Corporation and their respective successors and assigns.

SECTION 4.2 ***Severability.*** In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

SECTION 4.3 ***Execution in Counterparts.*** This Second Amendment to Facilities Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

SECTION 4.4 ***Applicable Law.*** This Second Amendment to Facilities Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 4.5 ***Captions.*** The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

SECTION 4.6 ***Confirmation of Facilities Agreement.*** Except as expressly supplemented or amended by this Second Amendment to Facilities Agreement, the Facilities Agreement is and shall remain unchanged and in full force and effect in accordance with its terms. Nothing in this Second Amendment to Facilities Agreement is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any obligations evidenced thereby.

WITNESS the due execution of this Second Amendment to Public Facilities Purchase and Occupancy Agreement as of the date first above written.

(*SEAL*)

WITNESS:

SELLER:

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION

_____

By:_____
President

_____

Attest: _____
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that FLORENCE COUNTY PUBLIC FACILITIES CORPORATION, by Rodney C. Jernigan, its President, and Charles J. Hupfer, Jr., its Secretary, personally appeared before me this day and acknowledged the due execution of the foregoing Second Amendment to Public Facilities Purchase and Occupancy Agreement.

Witness my hand and official seal this _____ day of _____, 2026.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

(*SEAL*)

BUYER:

WITNESS:

FLORENCE COUNTY, SOUTH CAROLINA

_____

By: _____
Chairman, Florence County Council

_____

Attest: _____
Clerk to Florence County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that FLORENCE COUNTY, SOUTH CAROLINA, by C. Williams Schofield, Chairman of Florence County Council (***"County Council"***), the governing body of Florence County, South Carolina, and Hope M. Jones, Clerk to County Council, personally appeared before me this day and acknowledged the due execution of the foregoing Second Amendment to Public Facilities Purchase and Occupancy Agreement.

Witness my hand and official seal this _____ day of _____, 2026.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF NEW IMPROVEMENTS

[List New Improvements]

EXHIBIT C-1

SECOND AMENDED ACQUISITION PAYMENTS SCHEDULE

Payment Due 15th Day Prior to	Amount Due
6/1/2026	
12/1/2026	
6/1/2027	
12/1/2027	
6/1/2028	
12/1/2029	
6/1/2030	
12/1/2030	
6/1/2031	
12/1/2031	
6/1/2032	
12/1/2032	
6/1/2033	
12/1/2033	
6/1/2034	
12/1/2034	
6/1/2035	
12/1/2035	
6/1/2036	
12/1/2036	
6/1/2037	
12/1/2037	
6/1/2038	
12/1/2029	
6/1/2040	
12/1/2040	
6/1/2041	
12/1/2041	
6/1/2042	
12/1/2042	
6/1/2043	
12/1/2043	
6/1/2044	
12/1/2044	
6/1/2045	
12/1/2045	
6/1/2046	

SECOND SUPPLEMENTAL TRUST AGREEMENT

between

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

DATED AS OF _____, 2026

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

SECTION 1.1 Definitions 3
SECTION 1.2 Interpretation 4
SECTION 1.3 Captions and Headings 5

ARTICLE II
RECITALS AND REPRESENTATIONS

SECTION 2.1 Base Lease and Facilities Agreement 5
SECTION 2.2 Acquisition Payments 5
SECTION 2.3 Assignment and Conveyance 5
SECTION 2.4 Powers and Trusts Granted 6
SECTION 2.5 Other Security Documents 6
SECTION 2.6 2026 Contract Documents 6
SECTION 2.7 Bondholder Representative 7

ARTICLE III
AUTHORIZATION AND TERMS OF SERIES 2026 BONDS

SECTION 3.1 Principal Amount of Series 2026 Bonds; Designation of Series 2026 Bonds; Conditions to Delivery 7
SECTION 3.2 Purposes 7
SECTION 3.3 Maturity Schedule; Date; Interest Rates 7
SECTION 3.4 Additional Details of the Series 2026 Bonds 8
SECTION 3.5 Tax Covenants of Corporation 8

ARTICLE IV
REDEMPTION OF BONDS

SECTION 4.1 Redemption of Bonds 9

ARTICLE V
PROVISIONS AS TO FUNDS AND PAYMENTS

SECTION 5.1 Deposit of Money 9
SECTION 5.2 Creation of Series 2026 Project Fund 9
SECTION 5.3 Disbursements from and Records of Project Fund. 10
SECTION 5.4 Completion of 2026 Projects 10
SECTION 5.5 Bond Fund: Acquisition Account 11
SECTION 5.6 Investments 11
SECTION 5.7 2026 Rebate Fund 11

TABLE OF CONTENTS
(continued)

Page

ARTICLE VI
MISCELLANEOUS

SECTION 6.1 Severability 11
SECTION 6.2 Extent of Covenants; No Personal Liability 11
SECTION 6.3 Binding Effect 12
SECTION 6.4 Counterparts 12
SECTION 6.5 Governing Law 12
SECTION 6.6 Limitation of Liability of Corporation 12
EXHIBIT A – FORM OF SERIES 2026 BONDS
EXHIBIT B – FORM OF REQUISITION
EXHIBIT C – FORM OF FINAL REQUISITION

SECOND SUPPLEMENTAL TRUST AGREEMENT

This SECOND SUPPLEMENTAL TRUST AGREEMENT dated as of _____, 2026 (the "***Second Supplemental Trust Agreement***") is made by and between FLORENCE COUNTY PUBLIC FACILITIES CORPORATION (the "***Corporation***"), a nonprofit corporation organized and existing under the laws of the State of South Carolina, with its principal place of business located in Florence, South Carolina, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee (the "***Trustee***"), a national banking association duly organized and validly existing under the laws of the United States of America, with its designated corporate trust office located in Jacksonville, Florida.

W I T N E S S E T H:

WHEREAS, Florence County, South Carolina (the "***County***") is a political subdivision duly formed under the laws of the State; and

WHEREAS, the County leased certain real property, being the site of the existing Florence County Complex improvements to which were financed with proceeds of the Series 2023 Bonds, as defined below (the "***Real Property***") to the Corporation and conveyed to the Corporation the improvements existing thereon (the ***"2023 Capital Projects"***) under the terms of a Base Lease Agreement dated as of December 1, 2023 and amended and restated by an Amended and Restated Base Lease Agreement dated _____, 2026 (an amended and restated, the "***Base Lease***"); and

WHEREAS, the Capital Projects have been completed, and the Real Property, as improved by the 2023 Capital Projects (the "***Project Facilities Real Property***"), is occupied by the County under the terms of a Public Facilities Purchase and Occupancy Agreement dated as of December 1, 2023 (the "***Facilities Agreement***") between the Corporation and the County; and

WHEREAS, pursuant to the terms of the Facilities Agreement, the completed 2023 Capital Projects, together with previously existing improvements to the Project Facilities Real Property (together, the ***"Project Facilities"***) are being sold on an installment basis by the Corporation to the County in return for certain semi-annual payments as set forth in the Facilities Agreement.

WHEREAS, pursuant to a Trust Agreement dated as of December 1, 2023 (the ***"Trust Agreement"***), the Corporation has assigned certain of its rights, duties and obligations to The Bank of New York Mellon Trust Company, N.A., as trustee (the ***"Trustee"***); and

WHEREAS, pursuant to the Trust Agreement, $50,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2023 (the ***"Series 2023 Bonds"***) were issued to provide funds with which to defray the cost of, among other things, the 2023 Capital Projects and the 2023 Ancillary Projects as defined in the Trust Agreement.

WHEREAS, the Trust Agreement authorizes the issuance of additional installment purchase revenue bonds (***"Additional Bonds"***) to defray the cost of Additional Project Facilities (as defined in the Trust Agreement).

WHEREAS, pursuant to a First Amendment to Public Facilities Purchase and Occupancy Agreement dated as of October 14, 2025 (the ***"First Amendment to Facilities Agreement"***) between the Corporation and the County and a First Supplemental Trust Agreement dated as of October 14, 2025 (***"First Supplemental Trust Agreement"***) between the Corporation and the Trustee, $20,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2025 (the ***"Series 2025 Bonds"***), which constitute additional bonds, were

issued to provide funds with which to defray the cost of, among other things, the 2025 Capital Projects and the 2025 Ancillary Projects as defined in the Trust Agreement.

WHEREAS, Council has determined that it is necessary to provide for additional improvements to the Project Facilities as well as certain Additional Ancillary Projects as such term is defined in the Trust Agreement (together, the ***"2026 Projects"***).

WHEREAS, the County has requested the Corporation to assist the County by providing for the issuance of Additional Bonds in one or more series (the ***"Series 2026 Bonds"***) to defray the costs of the 2026 Projects.

WHEREAS, the Trustee has accepted the trusts created by this Second Supplemental Trust Agreement, and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that to secure the payment of the Series 2026 Bonds, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained therein and herein, and to declare the terms and conditions upon and subject to which the Series 2026 Bonds are and shall be executed, delivered, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Series 2026 Bonds by the Holder thereof, and for other good and valuable consideration, the receipt of which is acknowledged, the Corporation has executed and delivered this Second Supplemental Trust Agreement and, to the extent not heretofore assigned to the Trustee by virtue of the Trust Agreement, absolutely assigns hereby to the Trustee, and to its successors in trust, and its and their assigns all of the following described collateral, whether presently owned or subsequently acquired by the Corporation:

Granting Clause First

All right, title and interest of the Corporation in and to any and all Revenues (as defined in the Facilities Agreement) to be paid by the County to the Corporation as a consequence of the issuance of the Series 2026 Bonds and the entry by the County into the Second Amendment To Public Facilities Purchase And Occupancy Agreement; subject to certain reserved rights described in Sections 4.2, 4.4, 4.5 and 5.6 of the Facilities Agreement.

Granting Clause Second

All of the Corporation's right, title, and interest in and to the Project Facilities as improved by the 2026 Projects and the Second Amendment to Facilities Agreement, including, to the extent not previously granted pursuant to the Trust Agreement, all the right, title, and interest of the Corporation in and to (a) all of the rents, issues, profits, revenues, income, receipts, moneys, royalties, rights, and benefits of and from the real property described in Exhibit A to the Second Amendment to Facilities Agreement, on which the 2026 Projects will be located, and from and in connection with the Corporation's ownership of the 2026 Projects, including, without limiting the generality of the foregoing, rents and revenues under any and all leases of the Project Facilities Real Property or the Additional New Facilities or any agreement for the operation or management of the Project Facilities Real Property or the Additional New Facilities, and (b) all leases of all or part of the Project Facilities hereafter made, executed, or delivered, whether oral or written, together with any and all renewals, extensions, and modifications thereof and any guarantees of the lessees' obligations under any thereof and any and all tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts, and other contracts, licenses, and permits now or hereafter affecting the Additional New Facilities, the Project Facilities Real Property or any part thereof.

Granting Clause Third

All of the Corporation's rights with respect to any contracts for the acquisition, construction, renovation, and expansion of the 2026 Projects, including the 2026 Facilities Contracts (as defined in the Second Amendment to Facilities Agreement); any insurance or condemnation proceeds with respect to the 2026 Projects or any portion thereof and the proceeds of any other collateral granted hereunder or assigned hereby as security for the Series 2026 Bonds.

Granting Clause Fourth

All moneys and investments in the funds created pursuant to this Second Supplemental Trust Agreement (except the 2026 Rebate Fund referred to in Section 5.7 hereof), and all income thereon.

TO HAVE AND TO HOLD unto the Trustee and its successors in that trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof, and subject to the Series 2026 Bonds provided for herein and the Facilities Agreement, as amended by the Second Amendment to Facilities Agreement, except as provided otherwise herein, for the equal benefit, security and protection of all present and future Holders of the Bonds executed and delivered under and secured by the Trust Agreement, as amended by this Second Supplemental Trust Agreement; for the enforcement of the payment of Base Payments by the County when payable, according to the true intent and meaning thereof and of the Trust Agreement, as amended by this Second Supplemental Trust Agreement; and to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of the Trust Agreement, as amended by this Second Supplemental Trust Agreement, in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other Bond by reason of designation, number, date of the Bond or of authorization, sale, execution, delivery or maturity thereof, or otherwise, so that the Bonds shall have the same right, lien and privilege under the Trust Agreement, as amended by this Second Supplemental Trust Agreement, as all other Bonds and shall be secured equally and ratably hereby, it being intended that the lien and security of the Trust Agreement, as amended by this Second Supplemental Trust Agreement, shall take effect from the date of said Trust Agreement, without regard to the date of the actual execution, delivery, sale or disposition of the Bonds as though upon that date all of the Bonds were actually executed, sold and delivered to Purchasers for value; *provided, however*, that if the principal of the Bonds and the interest due or to become due with respect thereto shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds of a particular Series shall have been paid and discharged in accordance with Article IX of the Trust Agreement, and if all of the covenants, agreements, obligations, terms and conditions of the Corporation under the Trust Agreement, as amended by this Second Supplemental Trust Agreement, shall have been kept, performed and observed and there shall have been paid to the Trustee, all sums of money due or to become due to it in accordance with the terms and provisions of the Trust Agreement, as amended by this Second Supplemental Trust Agreement, then the Trust Agreement, as amended by this Second Supplemental Trust Agreement, and the rights assigned hereby shall cease, determine and be void with respect to the Bonds, except as provided in Section 9.2 of the Trust Agreement with respect to the survival of certain provisions thereof; otherwise, the Trust Agreement, as amended by this Second Supplemental Trust Agreement, shall be and remain in full force and effect.

It is declared that the Series 2026 Bonds executed and delivered hereunder and secured hereby are to be executed and delivered, and that all property assigned hereby is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in the Trust Agreement, as amended by this Second Supplemental Trust

Agreement. The Corporation and the Trustee have each agreed and covenanted, and agree and covenant with each other and with each and all Holders, as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1 ***Definitions.*** Terms used herein without other definition shall have the meanings provided therefor in the Trust Agreement unless the context or use clearly indicates another meaning or intent. In addition, the following words and terms shall have the meanings set forth below unless the context or use clearly indicates another meaning or intent:

"2026 Capital Projects" means those improvements to the Project Facilities as well as certain Additional Ancillary Projects as such term is defined in the Trust Agreement and as described in Exhibit A hereto.

"2026 Capital Reimbursements" means payments made to the County for the reimbursement of certain prior capital expenditures by the County as certain Additional Ancillary Projects as such term is defined in the Trust Agreement and as described in Exhibit A hereto.

"2026 Projects" means, collectively, the 2026 Capital Projects and the 2026 Capital Reimbursements, as described in Exhibit A hereto.

"2026 Tax Regulatory Agreement" means the Arbitrage and Tax Regulatory Agreement dated as of the date of the initial delivery of any tax-exempt series of the Series 2026 Bonds among the County, the Trustee and the Corporation.

"Bondholder Representative" means _____ and its successors and assigns, or any other entity subsequently appointed by the Holders of the Series 2026 Bonds.

"Facilities Agreement" means the Public Facilities Purchase and Occupancy Agreement dated as of December 1, 2023, between the Corporation and the County, as amended by the First Amendment to Facilities Agreement and the Second Amendment to Facilities Agreement.

"First Amendment to Facilities Agreement" means the First Amendment to Public Facilities and Occupancy Agreement dated as of October 14, 2025 between the Corporation and the County.

"Purchaser" means _____.

"Second Amendment to Facilities Agreement" means the Second Amendment to Public Facilities and Occupancy Agreement between the Corporation and the County of even date herewith.

"Series 2023 Acquisition Subaccount" shall mean that subaccount of the Acquisition Account of the Bond Fund as established in Section 5.5 herein for the security of the Holders of the Series 2023 Bonds.

"Series 2026 Bonds" means the $12,000,000 Florence County Public Facilities Corporation, Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2026, which may be issued in one or more series.

"Series 2026 Acquisition Subaccount" shall mean that subaccount of the Acquisition Account of the Bond Fund as established in Section 5.5 herein for the security of the Holders of the Series 2026 Bonds.

"Series 2026 Project Fund" shall mean that fund established pursuant to Section 5.1 hereof.

"Trust Agreement" means the Trust Agreement dated as of December 1, 2023, by and between the Corporation and the Trustee as supplemented by the First Supplemental Trust Agreement dated as of October 14, 2025 and this Second Supplemental Trust Agreement.

SECTION 1.2 ***Interpretation*****.** Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Code of Laws of South Carolina, or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the County, the Corporation, the Holders, or the Trustee under the Trust Agreement, as amended hereby, the Series 2026 Bonds, the Base Lease, the Facilities Agreement or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay principal, premium, if any, or interest on the Series 2026 Bonds in the amount and manner, at the times, and from the sources provided in the Trust Agreement, as amended hereby, except as permitted herein.

Unless the context indicates otherwise, words implying the singular number include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder," "hereinafter" and similar terms refer to this Second Supplemental Trust Agreement; and the term "hereafter" means after, and the term "heretofore" means before the date of this Second Supplemental Trust Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

References to sections, articles or exhibits, unless otherwise indicated, are to sections and articles of or exhibits to this Second Supplemental Trust Agreement.

SECTION 1.3 ***Captions and Headings.*** The captions and headings in this Trust Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

ARTICLE II
RECITALS AND REPRESENTATIONS

SECTION 2.1 ***Base Lease and Facilities Agreement.*** The Corporation has entered into with the County (i) the Base Lease under which the County conveyed a leasehold interest in the Project Facilities Real Property and sold any improvements then located thereon owned by it to the Corporation and (ii) the Facilities Agreement under the terms of which the County has arranged with the Corporation for the acquisition, construction, renovation, and expansion or refinancing of the Project Facilities for sale to and use and occupancy by the County.

SECTION 2.2 ***Acquisition Payments.*** Under the Facilities Agreement, the County is obligated to pay to the Corporation or its assigns during the term thereof Acquisition Payments for the purchase of the Project Facilities, subject to the occurrence of an Event of Nonappropriation as set forth in Section 4.7 of the Facilities Agreement, and subject to the County's right to exercise its purchase option as set forth in Section 9.1 of the Facilities Agreement.

SECTION 2.3 ***Assignment and Conveyance.*** (a) For the purpose of securing the payment of the Bonds, the Corporation has provided the Trustee with certain liens, assignments, security interests and other claims under the granting clauses hereto. The Corporation hereby represents and confirms that it has full legal power and authority to make the grants enumerated in the granting clauses and that no

assignment has been made, except to the Trustee, of any of its right, title and interest in and to the Facilities Agreement, the Base Lease or the Revenues.

(b) The Corporation and the Trustee intend for this Second Supplemental Trust Agreement to be a security agreement within the meaning of the Uniform Commercial Code as adopted by the State (the "UCC"). The intent of the Corporation is to provide to the Trustee, to the fullest extent that the Trust Estate now or hereafter may be subject to a security interest under the UCC, the security interest in the Trust Estate including all presently-owned, or after-acquired property constituting all or a portion of the Trust Estate. The Corporation shall prepare, execute and file all initial financing statements, and any restatements, extensions, continuations, renewals or amendments thereof, in such form as required to perfect or continue the perfection of this security interest or other statutory liens held by the Trustee. With respect to any of the Trust Estate in which a security interest is not perfected by the filing of a financing statement, the Corporation consents and agrees to undertake, and to cooperate fully with the Trustee, to perfect the security interest or otherwise protect the rights granted to the Trustee in the Trust Estate. During the term of the Facilities Agreement, the Trustee may exclusively rely on the County to operate the Project Facilities and the Project Facilities Real Property in accordance with all laws, ordinances, rules and regulations, including without limitation, Environmental Laws.

(c) The Corporation and the Trustee intend for this Second Supplemental Trust Agreement to be a collateral assignment of all rents, leases, issues and profits created by, or arising out of any right, title or interest of the Corporation in the Trust Estate, including without limitation, all leases, rents, issues, and profits arising out of the Base Lease, the Facilities Agreement, and any future lease or leases now or hereinafter entered into by the Corporation; all as more particularly authorized by Section 29-3-100 of the Code of Laws of South Carolina, 1976, as amended.

SECTION 2.4 ***Powers and Trusts Granted.*** All acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and entering into of this Second Supplemental Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Second Supplemental Trust Agreement.

SECTION 2.5 ***Other Security Documents.*** The Corporation shall cause this Second Supplemental Trust Agreement and any financing statements relating hereto, to be filed, in such manner and at such places as may be required by law to fully protect the security of the Holders of the Bonds and the right, title and interest of the Trustee in and to the Project Facilities and the Trust Estate created by the Trust Agreement or any part thereof. The Corporation will cause the Second Amendment to Facilities Agreement and any related instruments or documents to be recorded and filed in the manner and in the places which may be required by law in order to preserve and protect fully the security of the Holders and the rights of the Trustee hereunder. The Corporation shall execute or cause to be executed any and all further instruments as shall reasonably be requested by the Trustee for such protection of the interests of the Holders of the Bonds, and shall furnish satisfactory evidence to the Trustee of filing and refiling of such instruments as requested by the Trustee and necessary to perfect and preserve the Trust Estate created by the Trust Agreement or any part thereof until the principal of and interest of the Series 2026 Bonds issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as may be requested by the Corporation to perfect and to preserve the Trust Estate created by the Trust Agreement or any part thereof until the Series 2026 Bonds shall have been paid or discharged in the manner hereinafter provided.

SECTION 2.6 ***2026 Contract Documents.*** The rights assigned under Granting Clause Third hereof include all of the Corporation's right and title to modify, alter, or amend the contracts that are

subject to the operation of Granting Clause Third (the ***"2026 Contract Documents"***), to terminate the 2026 Contract Documents, and to waive or release the performance or observance of any obligation or condition of the 2026 Contract Documents. Notwithstanding such assignment, so long as there is no presently existing and continuing Event of Default the Corporation shall have the right to modify, alter, or amend the 2026 Contract Documents with the prior written approval of the Holder of the Series 2026 Bonds, but without the approval of the Trustee if the District certifies in writing that as a result of such modification, alteration or amendment, either (i) the costs of the 2026 Projects will not increase by more than $100,000, or (ii) that if there is such an increase in the costs of the 2026 Projects, the County has deposited in the Series 2026 Project Fund the amount required to provide for such increase. The Corporation covenants that it will not without the prior written consent of the Trustee assign its interest in the 2026 Contract Documents to any person or entity other than the Trustee. The Corporation shall allow the Trustee, upon reasonable notice, access to the 2026 Contract Documents in manner and at a place and time convenient to the Trustee and the Corporation. The Trustee shall not assume any responsibilities, obligations or liabilities under the terms of any 2026 Contract Documents. No action taken by the Trustee under this Section 2.6 shall require consent by the Bondholders unless specifically set forth in this Section 2.6. Prior to consenting to any modification, assignment or alteration of any 2026 Contract Documents, the Trustee shall receive, and shall be fully protected in conclusively relying upon, the opinion of any counsel approved by it as conclusive evidence that (i) any proposed modification, assignment or alteration of such 2026 Contract Document complies with the provisions of this Truste Agreement and (ii) it is proper for the Trustee to join in the execution of such modification, assignment or alteration of such 2026 Contract Document under the provisions of this Section 2.6. The Trustee shall have no liability to the Bondholders for any approval granted by it under this Section 2.6, provided that it acts in good faith.

SECTION 2.7 ***Bondholder Representative.*** Any action, approval or consent required or authorized to be taken or given by the Purchaser or any subsequent Holder of the Series 2026 Bonds pursuant to the Trust Agreement, the Facilities Agreement, the Base Lease, or any other document executed and delivered in connection with the Series 2026 Bonds shall be taken or given by the Bondholder Representative.

ARTICLE III
AUTHORIZATION AND TERMS OF SERIES 2026 BONDS

SECTION 3.1 ***Principal Amount of Series 2026 Bonds; Designation of Series 2026 Bonds; Conditions to Delivery.***

(a) Pursuant to the provisions of the Trust Agreement, there is hereby authorized to be issued in one or more series Bonds in the principal amount of $12,000,000 be designated "Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2026." In the case of multiple series of the Series 2026 Bonds, each such series shall contain such additional designation as to distinguish it from other series of the Series 2026 Bonds.

(b) Upon the execution and delivery of this Second Supplemental Trust Agreement, and satisfaction of the conditions established by the Trust Agreement for delivery of Bonds, the Trustee shall execute and deliver the Series 2026 Bonds to the Purchaser.

(c) Before the Trustee executes and delivers the Series 2026 Bonds, the Trustee shall have received a request and authorization from the County and the Corporation, signed on their behalf by a County Representative and the Corporation Representative, respectively, to execute and deliver the Series 2026 Bonds to the Purchaser upon payment to the Trustee of the amount specified therein, which amount shall be deposited as provided in Section 5.1 hereof. Executed copies of the following shall be submitted with the request:

(i) this Second Supplemental Trust Agreement,

(ii) the Second Amendment to Facilities Agreement; and

(iii) the Tax Regulatory Agreement.

(d) The Series 2026 Bonds do not and shall not constitute a debt or pledge of the faith and credit of the County but shall constitute a limited obligation of the Corporation and shall be payable solely from the Revenues.

SECTION 3.2 ***Purposes.*** The Series 2026 Bonds are authorized for the principal purposes of defraying the cost of acquisition and installation of the 2026 Projects and paying certain costs and expenses relating to the issuance of the Series 2026 Bonds. The funds being used to pay costs of acquisition and installation of the 2026 Projects are to be made available through the Series 2026 Project Fund to the Corporation and County under Section 2.4 of the Second Amendment to Facilities Agreement.

SECTION 3.3 ***Maturity Schedule; Date; Interest Rates.*** The Series 2026 Bonds shall mature in the principal amounts set forth below and shall bear interest (calculated based on a 360-day year consisting of twelve 30-day months) payable on April 1 and October 1 of each year (the "Bond Payment Date"), beginning on October 1, 2026, at the rates set forth below.

Due April 1	Principal Amount	Interest Rate	Due April 1	Principal Amount	Interest Rate
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		
2035			2045		
2036			2046		

Upon the occurrence of an Event of Default, the Series 2026 Bonds shall bear interest at the "Default Rate" set forth below from the date of the Event of Default.

Year	Principal Amount	Interest Rate	Default Rate

[insert default rates]

SECTION 3.4 ***Additional Details of the Series 2026 Bonds.***

(a) The Series 2026 Bonds shall be authenticated by the Trustee as of and shall bear interest from the later of _____ __, 2026, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, such Series 2026 Bonds shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from _____ __, 2026.

SECTION 3.5 ***Tax Covenants of Corporation.*** The Corporation will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on any tax-exempt series of the Series 2026 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest evidenced by or paid on any tax-exempt series of the Series 2026 Bonds from a Holder's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. To that end, the Corporation covenants that it will comply with the Tax Regulatory Agreement.

In the event the Corporation receives notice from the Internal Revenue Service denying the exclusion of interest from gross income of the Bondholders, or otherwise does take or permit, or omits to take or cause to be taken, any action that cannot or is not promptly rescinded such that in the opinion of nationally recognized bond counsel, such action or inaction adversely affects the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on any tax-exempt series of the Series 2026 Bonds (each an "Event of Taxability"), then from the date of such Event of Taxability, the then payable interest rate on such tax-exempt Series 2026 Bonds as set forth in Section 3.3 above, shall be adjusted to a tax equivalent rate that preserves the effective yield on such tax-exempt Series 2026 Bonds after payment of applicable income taxes on such interest at the maximum corporate rate then in effect. The Corporation shall notify the Trustee in writing within ten (10) days of receipt of (i) notice from the Internal Revenue Service or (ii) an opinion of bond counsel that an Event of Taxability has occurred and the Trustee shall promptly notify the Bondholder Representative who shall provide to the Trustee the new tax equivalent rate effective from the date of the Event of Taxability.

The Corporation acknowledges that the Series 2026 Bonds are being issued by the Corporation as an instrumentality of the County, acting on behalf of such County as set forth in Revenue Ruling 63-20 (as supplemented by Revenue Procedure 82-26) and covenants to comply with all provisions of such Revenue Ruling as so supplemented. The Corporation, therefore, represents, warrants and covenants as follows:

(a) The County may, at any time, request and receive a conveyance of fee simple title to and exclusive possession of the Project Facilities by (i) establishing an irrevocable deposit that will be sufficient to defease the Series 2026 Bonds, and (ii) paying the reasonable costs incident to such defeasance. The Trustee and the Corporation agree in such event to immediately cancel all encumbrances on the Project Facilities and Project Facilities Real Property to which they are a party, including any management contract or lease of the Project Facilities and Project Facilities Real Property.

(b) If the Corporation defaults in its payments of principal and interest due on the Series 2026 Bonds and the Trustee declares the principal of the Series 2026 Bonds to be due and payable, the County is granted the exclusive option to purchase the Project Facilities, including any improvements, for a price equal to the amount of the Series 2026 Bonds which are Outstanding, plus accrued interest to the date of such default and, upon such purchase, to terminate the Base Lease. These provisions are not intended and shall not be interpreted so as to limit the rights of the Holders of the Bonds to pursue their remedies under the Trust Agreement and Facilities Agreement.

(c) The County shall obtain fully unencumbered fee simple title to the Project Facilities when the Series 2026 Bonds are discharged and paid in full. The Corporation will convey to the County such fee simple title and exclusive possession and use of the Project Facilities, including any additions thereto, without demand or further action on its part.

(d) The proceeds of fire or other casualty insurance policies received in connection with the damage or destruction to the portion of the Project Facilities or Project Facilities Real Property financed or refinanced with the proceeds of the Series 2026 Bonds, including any improvements, will be used, subject to the provisions of this Trust Agreement regarding extraordinary redemption of the Series 2026 Bonds, to rebuild the Project Facilities or to redeem the Series 2026 Bonds or, if all of the Series 2026 Bonds have been paid or defeased under this Trust Agreement, will be remitted to the County.

ARTICLE IV
REDEMPTION OF BONDS

SECTION 4.1 ***Redemption of Bonds.***

(a) *Optional Redemption of Series 2026 Bonds.* The Series 2026 Bonds shall be subject to optional redemption as follows:

[insert optional redemption provisions]

(b) *Special Optional Redemption of Series 2026 Bonds*. In the event the County elects to prepay Acquisition Payments pursuant to the provisions of Section 7.3 of the Facilities Agreement, the Series 2026 Bonds shall be subject to redemption, in whole or in part, as determined by the Trustee, on the earliest reasonably practicable Bond Payment Date, as selected by the Trustee, at a price equal to 100% of the principal amount of the Series 2026 Bonds so redeemed, without premium, plus accrued interest to the date of redemption. The Series 2026 Bonds shall be redeemed pursuant to this paragraph (b) in accordance with the procedure set forth in the last paragraph of paragraph (a) above and Section 4.2 of the Trust Agreement.

ARTICLE V
PROVISIONS AS TO FUNDS AND PAYMENTS

SECTION 5.1 ***Deposit of Money.*** In order to assure that the costs of the 2026 Projects will be paid without delay and the same undertaken in timely fashion, there shall be deposited with the Trustee $12,000,000 being the proceeds received from the sale of the Series 2026 Bonds. Such proceeds shall be applied by the Trustee to the Series 2026 Project Fund.

SECTION 5.2 ***Creation of Series 2026 Project Fund.*** There is hereby created as a separate account in the custody of the Trustee a trust fund designated the "Series 2026 Project Fund." Pending disbursement pursuant to Section 5.3 herein, the proceeds of the sale of the Series 2026 Bonds deposited in the Series 2026 Project Fund pursuant to Section 5.1 hereof, together with any other moneys and Eligible Investments held to the credit of the Series 2026 Project Fund, shall be held as security for the payment of the Series 2026 Bonds.

SECTION 5.3 ***Disbursements from and Records of Project Fund.***

(a) Moneys in the Series 2026 Project Fund shall be disbursed for the costs of the 2026 Projects and for issuance costs in accordance with the provisions of this Section. The Trustee shall cause to be kept and maintained adequate records pertaining to the Series 2026 Project Fund and all investments and disbursements of moneys in the Series 2026 Project Fund. After the 2026 Projects have been completed and a Certificate of Acceptance with respect thereto is filed as referred to in Section 5.3(c) hereof, the Trustee shall retain copies of the records pertaining to the Series 2026 Project Fund so long as

the Series 2026 Bonds are outstanding and disbursements therefrom for inspection during the normal business hours of the Trustee upon written request of the Corporation or the County.

(b) All disbursements from the Series 2026 Project Fund, except those pertaining to the payment of issuance costs of the Series 2026 Bonds, shall be made by the Trustee upon the receipt of a requisition in substantially the form set forth in Exhibit B hereto signed by a County Financial Officer and approved by the Purchaser. The Trustee shall be entitled to rely on each requisition as conclusive evidence of the County's compliance with the procedure described herein. Funds may not be disbursed from the Series 2026 Project Fund for working capital expenditures.

Disbursements from the Series 2026 Project Fund pertaining to payment of costs of issuance of the Series 2026 Bonds shall be made by the Trustee upon receipt of a requisition of the Corporation which has been approved by the County, together with evidence of the amounts payable thereunder, in form and substance satisfactory to the Trustee.

(c) Upon the substantial completion of the 2026 Projects, the County shall submit to the Trustee a final requisition request, approved by the Purchaser, in the total amount remaining owing for costs of the 2026 Projects, including all applicable retainages. Such requisition request shall be made in the same manner as provided in subparagraph (b) above except that such requisition request shall be in substantially the form of the final disbursement request form attached hereto as Exhibit C and shall contain (i) a certification by the County Representative to the effect that the 2026 Projects are free and clear of all liens and encumbrances for labor or materials furnished by the Corporation and all contractors, subcontractors and materialmen retained by the County and all contractors, subcontractors and materialmen performing work on the 2026 Projects have been, or upon receipt by the County of the payment of the final requisition request will be, paid in full, except for those the Corporation is contesting in good faith and with due diligence as permitted under the Facilities Agreement; and (ii) a Certificate of Acceptance stating that the 2026 Projects have been substantially completed in accordance with the applicable 2026 Facilities Contracts and other terms and conditions of the Facilities Agreement, and the 2026 Projects comply in all material respects with all applicable governmental regulations. Upon the receipt of the final requisition request, the Trustee shall promptly disburse the amounts requested therein. As used in this paragraph, "substantial completion" of the 2026 Projects shall mean completion to the satisfaction of the County, notwithstanding the fact that certain minor items of work remain to be done.

SECTION 5.4 ***Completion of 2026 Projects.*** As soon as practicable after the filing with the Trustee of the Certificate of Acceptance referred to in Section 5.3(c) hereof, the Trustee shall remove any balance then remaining in the Series 2026 Project Fund (other than the amounts required to be retained by the Trustee as described in the said certificate), and the Series 2026 Project Fund shall be closed. Any amounts so removed shall be transferred to the Series 2026 Acquisition Subaccount of the Bond Fund and be credited against the payment of the next installment or installments of Base Payments under the Facilities Agreement.

SECTION 5.5 ***Bond Fund: Acquisition Account.*** (a) Pursuant to Section 5.5 of the Trust Agreement, there has been created and is now held by the Trustee a fund known as the "Bond Fund." The Trust Agreement further provides that within the Bond Fund there shall be an Acquisition Account. Section 3.4(d) of the Trust Agreement provides that upon the issuance of Additional Bonds, the Acquisition Account shall be separated into separate accounts for the Series 2023 Bonds and each series of Additional Bonds. In accordance with Section 3.4(d) of the Trust Agreement, the Acquisition Account is hereby separated into two subaccounts, to be known as the Series 2023 Acquisition Subaccount and the Series 2026 Acquisition Subaccount, respectively.

All moneys, investment contracts, and other securities held in the Acquisition Account immediately prior to the execution of this Second Supplemental Trust Agreement shall, upon the

execution hereof by the Corporation and the Trustee, be immediately credited to the Series 2023 Acquisition Subaccount. The Series 2023 Bonds shall henceforth be paid solely from the Series 2023 Acquisition Subaccount. The Series 2026 Bonds shall henceforth be paid solely from the Series 2026 Acquisition Subaccount.

SECTION 5.6 ***Investments.*** Moneys in the Series 2026 Project Fund shall be invested and reinvested by the Trustee in the same manner as directed by the Trust Agreement for moneys in the Project Fund.

SECTION 5.7 ***2026 Rebate Fund.*** There is required to be established under the Tax Regulatory Agreement under the circumstances specified therein a Rebate Fund to be held by the Trustee. The Rebate Fund in connection with the Series 2026 Bonds (the ***"2026 Rebate Fund"***) shall be held by the Trustee and administered in accordance with the terms of the Trust Agreement, as amended by this Second Supplemental Trust Agreement, and of the Tax Regulatory Agreement. Deposits into the 2026 Rebate Fund shall be made in accordance with the Tax Regulatory Agreement with notice thereof in writing to the Trustee, such notice signed by a County Financial Representative.

ARTICLE VI
MISCELLANEOUS

SECTION 6.1 ***Severability.*** In case any section or provision of this Second Supplemental Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Second Supplemental Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Second Supplemental Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Second Supplemental Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, acting, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 6.2 ***Extent of Covenants; No Personal Liability.*** All covenants, stipulations, obligations and agreements of the Trustee contained in this Second Supplemental Trust Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Trustee as such to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the Trustee or Corporation contained in this Second Supplemental Trust Agreement or any other agreement relating to the Series 2026 Bonds shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Trustee or the Corporation in other than that person's official capacity. No official executing the Series 2026 Bonds, this Second Supplemental Trust Agreement or any amendment or supplement hereto or thereto or other document relating to the Series 2026 Bonds, shall be liable personally on the Series 2026 Bonds or be subject to any personal liability or accountability by reasons of the issuance or execution hereof or thereof.

SECTION 6.3 ***Binding Effect.*** This Second Supplemental Trust Agreement shall inure to the benefit of and shall be binding upon the Corporation and upon the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 6.4 ***Counterparts.*** This Second Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 6.5 ***Governing Law.*** This Second Supplemental Trust Agreement and the Series 2026 Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, without regard to conflict of law principles.

SECTION 6.6 ***Limitation of Liability of Corporation.*** All payments to be made by the Corporation or obligations of the Corporation hereunder are payable solely from the Trust Estate and revenues derived therefrom.

IN WITNESS WHEREOF, the Corporation has caused this Second Supplemental Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, and the Trustee has caused this Second Supplemental Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, on the dates of the respective acknowledgments but all as of the day and year first above written.

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION

By: _____
Its: Chairman

Attest:

By: _____
Its: Secretary

(SEAL)

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Its: _____

Attest:

By: _____

[Signature Page to Second Supplemental Trust Agreement]

EXHIBIT A

[FORM OF SERIES 2026 BONDS]

Registered
No. R-1 $_____

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION
INSTALLMENT PURCHASE REVENUE BOND
(COMPREHENSIVE FACILITIES IMPROVEMENTS)
SERIES 2026

Interest Rate	**Maturity Date**	**Dated Date**
_____%	_____ _, 20___	_____ __, 2026

Holder: [PURCHASER]

Principal Amount: _____ DOLLARS

Florence County Public Facilities Corporation (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of South Carolina (the "State") and a support organization for Florence County, South Carolina (the "County"), for value received hereby acknowledges itself obligated to, and promises to pay, the Holder identified above, or registered assigns, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, the principal amount set forth above on the maturity date set forth above, and to pay interest on said sum from the most recent April 1 or October 1 to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum set forth above payable on April 1 and October 1 (each a "Bond Payment Date") of each year October 1, 2026, until the Corporation's obligation with respect to payment of the principal amount is discharged.

This bond one of a series of bonds of the Corporation issued in the aggregate original face amount of $12,000,000 and designated as Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2026 (the "Series 2026 Bonds"), issued under a Trust Agreement, dated as of December 1, 2023, as supplemented by the First Supplemental Trust Agreement, dated as of October 14, 2025, and a Second Supplemental Trust Agreement, dated as of _____ __, 2026 (collectively, the "Trust Agreement"), between the Corporation and the Trustee, to provide funds to finance the costs of acquiring, constructing, renovating and installing educational facilities to be sold by the Corporation to the County pursuant to a Public Facilities Purchase and Occupancy Agreement dated as of December 1, 2023, as amended by the First Amendment to Public Facilities Purchase and Occupancy Agreement, dated as of October 14, 2025, and a Second Amendment to Public Facilities Purchase and Occupancy Agreement, dated as of _____ __, 2026 (collectively, the "Facilities Agreement") and used for additional improvements to the Project Facilities (as defined in the Trust Agreement) as well as certain Additional Ancillary Projects (as defined in the Trust Agreement), all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of South Carolina, and pursuant to resolutions duly adopted by the Board of Directors of the Corporation. Florence County Council, the governing body of the County, has also adopted ordinances approving the Corporation and the issuance of these Series 2026 Bonds by the Corporation. The County has also acquired and leased the sites of the facilities to the

Corporation under the terms of a Base Lease Agreement dated as of December 1, 2023, between the County and the Corporation, as amended by the Amended and Restated Base Lease Agreement dated as of _____, 2026 (the "Base Lease").

Interest hereon is payable to the person in whose name these Series 2026 Bonds are registered at the close of business on the 15th day of the calendar month next preceding each Bond Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name these Series 2026 Bonds are registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name these Series 2026 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the Holders of these Series 2026 Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the Holder in whose name these Series 2026 Bonds are registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer of these Series 2026 Bonds subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with these Series 2026 Bonds.

These Series 2026 Bonds are issued and secured on a parity by the Trust Estate (as defined in the Trust Agreement) with the $50,000,000 Installment Purchase Revenue Bonds (Comprehensive Facilities Corporation) Series 2023, dated December 14, 2023 (the "Series 2023 Bonds") and the $20,000,000 Installment Purchase Revenue Bond (Comprehensive Facilities Improvements) Series 2025, dated October 14, 2025 (the "Series 2025 Bond"). Additional Bonds (as defined in the Trust Agreement) may be issued on a parity by the Trust Estate with the Series 2023 Bonds, the Series 2025 Bond and these Series 2026 Bonds in accordance with the terms of the Trust Agreement. The Series 2023 Bonds, the 2025 Bond, these Series 2026 Bonds and Additional Bonds, if any, hereafter issued, are referred to herein as the "Bonds."

Principal of and interest on these Series 2026 Bonds are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and mailed to the person entitled thereto. Principal, when due, shall be paid upon surrender of these Series 2026 Bond at the designated corporate trust office of the Trustee in Jacksonville, Florida. At the written request addressed to the Trustee of the Holder of Bonds in the aggregate principal amount of at least $1,000,000, interest and redemptions of principal shall be paid by wire transfer to the bank account number filed not later than the Record Date with the Trustee for such purpose.

These Series 2026 Bond and the interest thereon are limited obligations of the Corporation, and these Series 2026 Bond does not and shall not constitute a debt or pledge of the faith and credit of the County but shall constitute a limited obligation of the Corporation and shall be payable solely from the Revenues pledged therefor as defined in the Trust Agreement and are secured by said Trust Agreement. The Bonds and the interest thereon shall never constitute an indebtedness or charge against the general credit or taxing powers of the County within the meaning of any constitutional provision or statutory limitation, but shall be payable solely from the funds provided for in the Trust Agreement.

Pursuant to the Trust Agreement the Corporation has granted to the Trustee for the benefit of the owners of the Series 2026 Bond, a security interest in the Trust Estate. The Trust Estate includes the Revenues (as defined in the Trust Agreement) consisting of the Acquisition Payments (as defined in the Trust Agreement) payable by the County under the Facilities Agreement, any other sums arising under the

Facilities Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust Agreement and the investment income therefrom.

The County's obligation to pay Acquisition Payments under the Facilities Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the County by an Event of Nonappropriation (as defined in the Facilities Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE COUNTY MAY TERMINATE THE FACILITIES AGREEMENT AT THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE COUNTY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE ACQUISITION PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Facilities Agreement, the Base Lease and the other documents referred to herein are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the County, the Trustee and the Holders of the Bonds under such documents, the security for the Series 2026 Bond and the conditions under which Additional Bonds may be issued thereunder to all of which the Holder hereof, by acceptance of these Series 2026 Bonds, assents.

These Series 2026 Bond are subject to redemption prior to maturity as provided in the Trust Agreement, as described in the following paragraph:

In the event the County elects to prepay Acquisition Payments pursuant to the provisions of the Facilities Agreement relating to damage to a portion of the Facilities, a material defect in construction of a portion of the Facilities, condemnation of a portion of the Facilities by an entity other than the County, or a defect in title to a portion of the Facilities, the Series 2026 Bonds will be subject to redemption on the earliest reasonably practicable Bond Payment Date, as selected by the Trustee, at a price equal to 100% of the principal amount of the Series 2026 Bonds so redeemed, without premium, plus accrued interest to the date of redemption.

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.

The Holder of these Series 2026 Bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

For purposes of any vote, consent, objection, direction, request or other action under the Trust Agreement by Holders of a specified amount of the Bonds, a Holder of a Bond will be deemed to hold an amount of Bonds equal to the principal amount thereof.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

These Series 2026 Bonds are issuable only in fully registered form. These Series 2026 Bonds are transferable by the Holder thereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in

the Trust Agreement and upon surrender and cancellation of these Series 2026 Bonds. Upon such transfer a new Series 2026 Bonds of the same denomination, redemption provisions and maturity will be issued to the transferee in exchange.

The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with the exchange or transfer. The Trustee need not exchange or register the transfer of a Bond which has been selected for redemption and need not exchange or register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed or before any April 1 or October 1.

The Corporation, the County, the Trustee and any paying agent may treat the Holder of these Series 2026 Bond as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of these Series 2026 Bonds have existed, have happened and have been performed in due form, time and manner as required by law.

IN WITNESS WHEREOF, the Corporation has caused these Series 2026 Bonds to be executed and attested by the manual signatures of its duly authorized officers, and these Series 2026 Bonds to be authenticated by the manual signature of an authorized representative of the Trustee, without which authentication these Series 2026 Bonds shall not be valid nor entitled to the benefits of the Trust Agreement.

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION

By:_____
Chairman

Attest:_____
Secretary

TRUSTEE'S AUTHENTICATION CERTIFICATE

The undersigned Trustee hereby certifies that these are the Series 2026 Bonds described in the within-mentioned Trust Agreement.

Date of Authentication: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

EXHIBIT B

[FORM OF REQUISITION]

DIRECTION TO MAKE DISBURSEMENT

Requisition No. ____

The Bank of New York Mellon Trust Company, N.A.
Attention: Corporate Trust Department

Re: $12,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2026.

Gentlemen:

As Trustee under the Trust Agreement dated as of December 1, 2023, between you and Florence County Public Facilities Corporation (the "Trust Agreement"), as amended by that Second Supplemental Trust Agreement dated _____ __, 2026 ("the Second Supplemental Agreement"), and in accordance with the provisions of Section 5.3 of the Second Supplemental Agreement, you are hereby directed to disburse from the Series 2026 Project Fund the sum of $_____, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sums being the amounts due for or attributable to the items described in said Schedule I. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

The amounts to be paid hereunder (i) are due and payable, (ii) are the costs of the 2026 Projects, and (iii) have not been the subject of any previous requisition from the Series 2026 Project Fund.

All representations and warranties of the Florence County, South Carolina (the "County") in the Facilities Agreement are true and correct as of the date hereof. The County is not in default under any provisions of the Facilities Agreement.

Dated this ____ day of _____, 2026.

FLORENCE COUNTY, SOUTH CAROLINA

By:_____
County Financial Officer

Approved:

[PURCHASER]

By: _____

Its: _____

EXHIBIT C

[FORM OF FINAL REQUISITION]

DIRECTION TO MAKE FINAL DISBURSEMENT
AND CERTIFICATE OF COMPLETION

Requisition No. ___

The Bank of New York Mellon Trust Company, N.A.

Attention: Corporate Trust Department

Re: $12,000,000 Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities Improvements) Series 2026.

Gentlemen:

As Trustee under the Trust Agreement dated as of December 1, 2023, between you and Florence County Public Facilities Corporation (the "Trust Agreement"), as amended by that Second Supplemental Trust Agreement dated _____ __, 2026 ("the Second Supplemental Agreement"), and in accordance with the provisions of Section 5.4 of the Second Supplemental Agreement, you are hereby directed to disburse from the Series 2026 Project Fund the total sum of $_____, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sum being the total of amounts due for or attributable to the items described in said Schedule I. Said sum represents the final requisition from said Project Fund. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

A. The amounts to be paid hereunder (i) are due and payable, (ii) are for costs of the 2026 Projects, and (iii) have not been the subject of any previous requisition from the Series 2026 Project Fund.

B. All representations and warranties of the County in the Facilities Agreement are true and correct as of the date hereof.

C. The County is not in default under any provisions of the Facilities Agreement.

D. The Series 2026 Project Fund (as defined in the Second Supplemental Agreement) is free and clear of all liens and encumbrances for labor and materials furnished by Florence County Public Facilities Corporation and by all contractors, subcontractors and materialmen retained by the County for the 2026 Projects, and all such contractors, subcontractors and materialmen have been, or upon receipt of amounts being requisitioned herein, will be, paid in full.

We further certify to you that the 2026 Projects have been substantially completed in accordance with the 2026 Facilities Contracts (as defined in the Second Supplemental Agreement) and the terms and conditions of the Facilities Agreement, and that the 2026 Projects as completed comply with all applicable governmental regulations.

Dated this ____ day of _____, 2026.

FLORENCE COUNTY, SOUTH CAROLINA

By:_____
County Financial Officer

Approved:

[PURCHASER]

By: _____

Its: _____

SECOND SUPPLEMENTAL TRUST AGREEMENT

between

FLORENCE COUNTY PUBLIC FACILITIES CORPORATION

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

DATED AS OF _____, 2026

such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as may be requested by the Corporation to perfect and to preserve the Trust Estate created by the Trust Agreement or any part thereof until the Series 2026 Bonds shall have been paid or discharged in the manner hereinafter provided.

SECTION 2.6 ***2026 Contract Documents.*** The rights assigned under Granting Clause Third hereof include all of the Corporation's right and title to modify, alter, or amend the contracts that are subject to the operation of Granting Clause Third (the ***"2026 Contract Documents"***), to terminate the 2026 Contract Documents, and to waive or release the performance or observance of any obligation or condition of the 2026 Contract Documents. Notwithstanding such assignment, so long as there is no presently existing and continuing Event of Default the Corporation shall have the right to modify, alter, or amend the 2026 Contract Documents with the prior written approval of the Holder of the Series 2026 Bonds, but without the approval of the Trustee if the District certifies in writing that as a result of such modification, alteration or amendment, either (i) the costs of the 2026 Projects will not increase by more than $100,000, or (ii) that if there is such an increase in the costs of the 2026 Projects, the County has deposited in the Series 2026 Project Fund the amount required to provide for such increase. The Corporation covenants that it will not without the prior written consent of the Trustee assign its interest in the 2026 Contract Documents to any person or entity other than the Trustee. The Corporation shall allow the Trustee, upon reasonable notice, access to the 2026 Contract Documents in manner and at a place and time convenient to the Trustee and the Corporation. The Trustee shall not assume any responsibilities, obligations or liabilities under the terms of any 2026 Contract Documents. No action taken by the Trustee under this Section 2.6 shall require consent by the Bondholders unless specifically set forth in this Section 2.6. ~~In determining whether to grant or withhold its approval when required under this Section 2.6~~ Prior to consenting to any modification, assignment or alteration of any 2026 Contract Documents, the Trustee shall ~~take into account (a) the recommendation and reasons for the recommendation of the Corporation and the County and (b) whether the amendment would materially adversely affect the aggregate value of the Project Facilities~~receive, and shall be fully protected in conclusively relying upon, the opinion of any counsel approved by it as conclusive evidence that (i) any proposed modification, assignment or alteration of such 2026 Contract Document complies with the provisions of this Truste Agreement and (ii) it is proper for the Trustee to join in the execution of such modification, assignment or alteration of such 2026 Contract Document under the provisions of this Section 2.6. The Trustee shall have no liability to the Bondholders for any approval granted by it under this Section 2.6, provided that it acts in good faith.

SECTION 2.7 ***Bondholder Representative.*** Any action, approval or consent required or authorized to be taken or given by the Purchaser or any subsequent Holder of the Series 2026 Bonds pursuant to the Trust Agreement, the Facilities Agreement, the Base Lease, or any other document executed and delivered in connection with the Series 2026 Bonds shall be taken or given by the Bondholder Representative.

ARTICLE III
AUTHORIZATION AND TERMS OF SERIES 2026 BONDS

SECTION 3.1 ***Principal Amount of Series 2026 Bonds; Designation of Series 2026 Bonds; Conditions to Delivery.***

(a) Pursuant to the provisions of the Trust Agreement, there is hereby authorized to be issued in one or more series Bonds in the principal amount of $12,000,000 be designated "Florence County Public Facilities Corporation Installment Purchase Revenue Bonds (Comprehensive Facilities

Year	Principal Amount	Interest Rate	Default Rate

[insert default rates]

SECTION 3.4 ***Additional Details of the Series 2026 Bonds.***

(a) The Series 2026 Bonds shall be authenticated by the Trustee as of and shall bear interest from the later of _____ __, 2026, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, such Series 2026 Bonds shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from _____ __, 2026.

SECTION 3.5 ***Tax Covenants of Corporation.*** The Corporation will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on any tax-exempt series of the Series 2026 Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest evidenced by or paid on any tax-exempt series of the Series 2026 Bonds from a Holder's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. To that end, the Corporation covenants that it will comply with the Tax Regulatory Agreement.

In the event the Corporation receives notice from the Internal Revenue Service denying the exclusion of interest from gross income of the Bondholders, or otherwise does take or permit, or omits to take or cause to be taken, any action that cannot or is not promptly rescinded such that in the opinion of nationally recognized bond counsel, such action or inaction adversely affects the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on any tax-exempt series of the Series 2026 Bonds (each an "Event of Taxability"), then from the date of such Event of Taxability, the then payable interest rate on such tax-exempt Series 2026 Bonds as set forth in Section 3.3 above, shall be adjusted to a tax equivalent rate that preserves the effective yield on such tax-exempt Series 2026 Bonds after payment of applicable income taxes on such interest at the maximum corporate rate then in effect. The Corporation shall notify the Trustee in writing within ten (10) days of receipt of (i) notice from the Internal Revenue Service or (ii) an opinion of bond counsel that an Event of Taxability has occurred and the Trustee shall promptly notify the Bondholder Representative who shall provide to the Trustee the new tax equivalent rate effective from the date of the Event of Taxability.

The Corporation acknowledges that the Series 2026 Bonds are being issued by the Corporation as an instrumentality of the County, acting on behalf of such County as set forth in Revenue Ruling 63-20 (as supplemented by Revenue Procedure 82-26) and covenants to comply with all provisions of such Revenue Ruling as so supplemented. The Corporation, therefore, represents, warrants and covenants as follows:

(a) The County may, at any time, request and receive a conveyance of fee simple title to and exclusive possession of the Project Facilities by (i) establishing an irrevocable deposit that will be sufficient to defease the Series 2026 Bonds, and (ii) paying the reasonable costs incident to such defeasance. The Trustee and the Corporation agree in such event to immediately cancel all encumbrances on the Project Facilities and Project Facilities Real Property to which they are a party, including any management contract or lease of the Project Facilities and Project Facilities Real Property.

and be credited against the payment of the next installment or installments of Base Payments under the Facilities Agreement.

SECTION 5.5 ***Bond Fund: Acquisition Account.*** (a) Pursuant to ~~the~~ Section 5.5 of the Trust Agreement, there has been created and is now held by the Trustee a fund known as the "Bond Fund." The Trust Agreement further provides that within the Bond Fund there shall be an Acquisition Account. Section 3.4(d) of the Trust Agreement provides that upon the issuance of Additional Bonds, the Acquisition Account shall be separated into separate accounts for the Series 2023 Bonds and each series of Additional Bonds. In accordance with Section 3.4(d) of the Trust Agreement, the Acquisition Account is hereby separated into two subaccounts, to be known as the Series 2023 Acquisition Subaccount and the Series 2026 Acquisition Subaccount, respectively.

All moneys, investment contracts, and other securities held in the Acquisition Account immediately prior to the execution of this Second Supplemental Trust Agreement shall, upon the execution hereof by the Corporation and the Trustee, be immediately credited to the Series 2023 Acquisition Subaccount. The Series 2023 Bonds shall henceforth be paid solely from the Series 2023 Acquisition Subaccount. The Series 2026 Bonds shall henceforth be paid solely from the Series 2026 Acquisition Subaccount.

SECTION 5.6 ***Investments.*** Moneys in the Series 2026 Project Fund shall be invested and reinvested by the Trustee in the same manner as directed by the Trust Agreement for moneys in the Project Fund.

SECTION 5.7 ***2026 Rebate Fund.*** There is required to be established under the Tax Regulatory Agreement under the circumstances specified therein a Rebate Fund to be held by the Trustee. The Rebate Fund in connection with the Series 2026 Bonds (the ***"2026 Rebate Fund"***) shall be held by the Trustee and administered in accordance with the terms of the Trust Agreement, as amended by this Second Supplemental Trust Agreement, and of the Tax Regulatory Agreement. Deposits into the 2026 Rebate Fund shall be made in accordance with the Tax Regulatory Agreement with notice thereof in writing to the Trustee, such notice signed by a County Financial Representative.

ARTICLE VI
MISCELLANEOUS

SECTION 6.1 ***Severability.*** In case any section or provision of this Second Supplemental Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Second Supplemental Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Second Supplemental Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Second Supplemental Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, acting, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 6.2 ***Extent of Covenants; No Personal Liability.*** All covenants, stipulations, obligations and agreements of the Trustee contained in this Second Supplemental Trust Agreement are

to the Corporation under the terms of a Base Lease Agreement dated as of December 1, 2023, between the County and the Corporation, as amended by the Amended and Restated Base Lease Agreement dated as of _____, 2026 (the "Base Lease").

Interest hereon is payable to the person in whose name these Series 2026 Bonds are registered at the close of business on the 15th day of the calendar month next preceding each Bond Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name these Series 2026 Bonds are registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name these Series 2026 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the Holders of these Series 2026 Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the Holder in whose name these Series 2026 Bonds are registered at the close of business on the fifth day preceding the date of mailing. If the Trustee registers the transfer of these Series 2026 Bonds subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with these Series 2026 Bonds.

These Series 2026 Bonds are issued and secured on a parity by the Trust Estate (as defined in the Trust Agreement) with the $50,000,000 Installment Purchase Revenue Bonds (Comprehensive Facilities Corporation) Series 2023, dated December 14, 2023 (the "Series 2023 Bonds") and the $20,000,000 Installment Purchase Revenue Bond (Comprehensive Facilities Improvements) Series 2025, dated October 14, 2025 (the "Series 2025 Bond"). Additional Bonds (as defined in the Trust Agreement) may be issued on a parity by the Trust Estate with the Series 2023 Bonds, the Series 2025 Bond and these Series 2026 Bonds in accordance with the terms of the Trust Agreement. The Series 2023 Bonds, the 2025 Bond, these Series 2026 Bonds and Additional Bonds, if any, hereafter issued, are referred to herein as the "Bonds."

Principal of and interest on these Series 2026 Bonds are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and mailed to the person entitled thereto. Principal, when due, shall be paid upon surrender of these Series 2026 Bond at the ~~principal~~designated corporate trust office of the Trustee in Jacksonville, Florida. At the written request addressed to the Trustee of the Holder of Bonds in the aggregate principal amount of at least $1,000,000, interest and redemptions of principal shall be paid by wire transfer to the bank account number filed not later than the Record Date with the Trustee for such purpose.

These Series 2026 Bond and the interest thereon are limited obligations of the Corporation, and these Series 2026 Bond does not and shall not constitute a debt or pledge of the faith and credit of the County but shall constitute a limited obligation of the Corporation and shall be payable solely from the Revenues pledged therefor as defined in the Trust Agreement and are secured by said Trust Agreement. The Bonds and the interest thereon shall never constitute an indebtedness or charge against the general credit or taxing powers of the County within the meaning of any constitutional provision or statutory limitation, but shall be payable solely from the funds provided for in the Trust Agreement.

Pursuant to the Trust Agreement the Corporation has granted to the Trustee for the benefit of the owners of the Series 2026 Bond, a security interest in the Trust Estate. The Trust Estate includes the Revenues (as defined in the Trust Agreement) consisting of the Acquisition Payments (as defined in the Trust Agreement) payable by the County under the Facilities Agreement, any other sums arising under

the Facilities Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust Agreement and the investment income therefrom.

The County's obligation to pay Acquisition Payments under the Facilities Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the County by an Event of Nonappropriation (as defined in the Facilities Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE COUNTY MAY TERMINATE THE FACILITIES AGREEMENT AT THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE COUNTY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE ACQUISITION PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Facilities Agreement, the Base Lease and the other documents referred to herein are on file at the ~~principal~~designated corporate trust office of the Trustee in Jacksonville, Florida, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the County, the Trustee and the Holders of the Bonds under such documents, the security for the Series 2026 Bond and the conditions under which Additional Bonds may be issued thereunder to all of which the Holder hereof, by acceptance of these Series 2026 Bonds, assents.

These Series 2026 Bond are subject to redemption prior to maturity as provided in the Trust Agreement, as described in the following paragraph:

In the event the County elects to prepay Acquisition Payments pursuant to the provisions of the Facilities Agreement relating to damage to a portion of the Facilities, a material defect in construction of a portion of the Facilities, condemnation of a portion of the Facilities by an entity other than the County, or a defect in title to a portion of the Facilities, the Series 2026 Bonds will be subject to redemption on the earliest reasonably practicable Bond Payment Date, as selected by the Trustee, at a price equal to 100% of the principal amount of the Series 2026 Bonds so redeemed, without premium, plus accrued interest to the date of redemption.

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.

The Holder of these Series 2026 Bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

For purposes of any vote, consent, objection, direction, request or other action under the Trust Agreement by Holders of a specified amount of the Bonds, a Holder of a Bond will be deemed to hold an amount of Bonds equal to the principal amount thereof.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

These Series 2026 Bonds are issuable only in fully registered form. These Series 2026 Bonds are transferable by the Holder thereof in person or by his attorney duly authorized in writing at the principal

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Boards & Commissions

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Appointment Of Mr. Ondrea Shabazz To Replace Mr. Pridgen, Made At The Florence City Council Meeting On December 8, 2025, To Serve On The City-County Memorial Stadium Commission. The Expiration Term Is November 30, 2030.

POINTS TO CONSIDER:
1. The appointment was made at the City Council meeting on December 8, 2025.
2. Per the Florence County Code of Ordinances, the appointment requires the approval by the County Council.

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

ATTACHMENTS:
A copy of the email from the City Clerk to the Council.

back to top

Hope M. Jones

From: Casey Moore <ccmoore@cityofflorencesc.gov>
Sent: Wednesday, December 10, 2025 3:32 PM
To: Hope M. Jones
Subject: Memorial Stadium Recommendation

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

Good afternoon, Hope –

Robert Pridgen's term on the City-County Memorial Stadium Commission expired on November 30, 2025. At the December 8, 2025 City Council meeting, Councilwoman LaShonda NeSmith-Jackson nominated Mr. Ondrea Shabazz to fill the seat previously held by Mr. Pridgen, and the nomination was approved unanimously by City Council.

Per the Florence County Code of Ordinances, this appointment requires approval by Florence County Council. If approved, Mr. Shabazz will serve a term expiring on November 30, 2030.

Please let this email serve as the City's formal request for Florence County Council to appoint Mr. Shabazz to the Memorial Stadium Commission. Please notify us once the recommendation has been considered and approved.

Casey Moore

Municipal Clerk

City Manager's Office | City of Florence, SC

City Center | 324 W. Evans Street | Florence, SC 29501

P: (843) 665-3113 | www.cityofflorence.com

FULL LIFE. FULL FORWARD.
FLORENCE
SOUTH CAROLINA

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Boards & Commissions

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Reappointments Of The Following Individuals To Serve On the Pee Dee Mental Health Board With The Appropriate Expiration Terms: C. Rudy Gujardo, III (Seat 4), Frances Feagin (Seat 5), Dr. William "Bill" Hazelwood (Seat 8), And Joseph M. Bittle (Seat 7).

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

ATTACHMENTS:
A copy of the letters of recommendation from the Chairman of the PDMHC.

back to top

BHDD SOUTH CAROLINA
DEPARTMENT of BEHAVIORAL HEALTH
AND DEVELOPMENTAL DISABILITIES
OFFICE of MENTAL HEALTH

Henry Dargan McMaster, *Governor*

OFFICE of MENTAL HEALTH
Robert L. Bank, M.D., *Office Director*

December 22nd, 2025

The Honorable, *C. William Schofield,*
Chairman, Florence County Council
180 North Irby Street, MSC-G
Florence, South Carolina 29501

Dear Chairman C. *William Schofield*:

On behalf of the Pee Dee Mental Health Center Board, I am respectfully requesting the reappointment of the individual below to represent Florence County on the Pee Dee Mental Health Center Board of Directors for another term.

C. Rudy Guajardo, III
Seat 4
Term Commencing: *12/31/2021;* Term Expiring 12/31/2025

C. Rudy Guajardo, III, is in good standing with Board attendance requirements and is an involved and committed Board member. Thank you for your consideration and recommendation to the Governor.

Yours truly,

Joseph M. Bittle

Joseph M. Bittle, Chairman
Pee Dee Mental Health Center Board of Directors

Cc: Hope M. Jones, Clerk to County Council

BHDD SOUTH CAROLINA
DEPARTMENT of BEHAVIORAL HEALTH
AND DEVELOPMENTAL DISABILITIES
OFFICE of MENTAL HEALTH

Henry Dargan McMaster, *Governor*

OFFICE of MENTAL HEALTH
Robert L. Bank, M.D., *Office Director*

December 22nd, 2025

The Honorable, *C. William Schofield,*
Chairman, Florence County Council
180 North Irby Street, MSC-G
Florence, South Carolina 29501

Dear Chairman *C. William Schofield*:

On behalf of the Pee Dee Mental Health Center Board, I am respectfully requesting the reappointment of the individual below to represent Florence County on the Pee Dee Mental Health Center Board of Directors for another term.

Frances Feagin
Seat 5
Term Commencing: *12/31/2021*; Term Expiring 12/31/*2025*

Frances Feagin, is in good standing with Board attendance requirements and is an involved and committed Board member. Thank you for your consideration and recommendation to the Governor.

Yours truly,

Joseph M. Bittle

Joseph M. Bittle, Chairman
Pee Dee Mental Health Center Board of Directors

Cc: Hope M. Jones, Clerk to County Council

BHDD SOUTH CAROLINA
DEPARTMENT of BEHAVIORAL HEALTH
AND DEVELOPMENTAL DISABILITIES
OFFICE of MENTAL HEALTH

Henry Dargan McMaster, *Governor*

OFFICE of MENTAL HEALTH
Robert L. Bank, M.D., *Office Director*

December 22nd, 2025

The Honorable, *C. William Schofield,*
Chairman, Florence County Council
180 North Irby Street, MSC-G
Florence, South Carolina 29501

Dear Chairman *C. William Schofield*:

On behalf of the Pee Dee Mental Health Center Board, I am respectfully requesting the reappointment of the individual below to represent Florence County on the Pee Dee Mental Health Center Board of Directors for another term.

Dr. William "Bill" Hazelwood
Seat 8
Term Commencing: *12/31/2021;* Term Expiring 12/31/2025

Dr. William "Bill" Hazelwood, is in good standing with Board attendance requirements and is an involved and committed Board member. Thank you for your consideration and recommendation to the Governor.

Yours truly,

Joseph M. Bittle, Chairman
Pee Dee Mental Health Center Board of Directors

Cc: Hope M. Jones, Clerk to County Council

BHDD SOUTH CAROLINA
DEPARTMENT *of* BEHAVIORAL HEALTH
AND DEVELOPMENTAL DISABILITIES
OFFICE *of* MENTAL HEALTH

Henry Dargan McMaster, *Governor*

OFFICE *of* MENTAL HEALTH
Robert L. Bank, M.D., *Office Director*

December 22nd, 2025

The Honorable, *C. William Schofield,*
Chairman, Florence County Council
180 North Irby Street, MSC-G
Florence, South Carolina 29501

Dear Chairman *C. William Schofield*:

On behalf of the Pee Dee Mental Health Center Board, I am respectfully requesting the reappointment of the individual below to represent Florence County on the Pee Dee Mental Health Center Board of Directors for another term.

Joseph M. Bittle
Seat 7
Term Commencing: *12/31/2021*; Term Expiring 12/31/2025

Joseph M. Bittle, is in good standing with Board attendance requirements and is an involved and committed Board member. Thank you for your consideration and recommendation to the Governor.

Yours truly,

Joseph M Bittle

Joseph M. Bittle, Chairman
Pee Dee Mental Health Center Board of Directors

Cc: Hope M. Jones, Clerk to County Council

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Reports To Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Monthly Financial Reports Are Provided To Council For Fiscal Year 2026 Through November 30, 2025, As An Item For The Record.

ATTACHMENTS:
A copy of the Financial Reports.

back to top

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY26
07/01/25 TO 11/30/25

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	64,896,321	54,175,266	10,721,055	16.52%
Licenses & Permits	2,242,750	582,109	1,660,641	74.04%
Fines & Fees	2,805,500	1,276,198	1,529,302	54.51%
Intergovernmental	8,678,783	2,847,743	5,831,040	67.19%
Sales and Other Functional	11,480,300	2,829,495	8,650,805	75.35%
Miscellaneous	5,713,500	121,588	5,591,912	97.87%
Operating Transfers	(553,150)		(553,150)	100.00%
Use of Fund Balance	3,443,996	-	3,443,996	
TOTAL	98,708,000	61,832,399	36,875,601	37.36%

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT	% share of total
	EXPENDITURES					
10-411-401	County Council	466,811	174,889	291,922	62.54%	0.47%
10-411-402	Administrator	1,550,112	588,402	961,710	62.04%	1.57%
10-411-403	Clerk of Court	2,016,690	786,674	1,230,016	60.99%	2.04%
10-411-404	Solicitor	2,351,916	689,511	1,662,405	70.68%	2.38%
10-411-405	Judge of Probate	943,320	406,131	537,189	56.95%	0.96%
10-411-406	Public Defender	1,447,035	518,700	928,335	64.15%	1.47%
10-411-407	Magistrates	3,219,312	1,205,732	2,013,580	62.55%	3.26%
10-411-408	Master In Equity	321,015	128,424	192,591	59.99%	0.33%
10-411-409	Legal Services	112,000	44,245	67,755	60.50%	0.11%
10-411-410	Voter Registration & Elections	1,571,457	521,162	1,050,295	66.84%	1.59%
10-411-411	Finance	1,310,445	399,647	910,798	69.50%	1.33%
10-411-412	Human Resources	778,528	249,011	529,517	68.02%	0.79%
10-411-413	Procurement & Vehicle Maintenance	2,456,350	1,052,701	1,403,649	57.14%	2.49%
10-411-414	Administrative Services	579,064	249,441	329,623	56.92%	0.59%
10-411-415	Treasurer	1,692,828	649,421	1,043,407	61.64%	1.71%
10-411-416	Auditor	808,122	334,377	473,745	58.62%	0.82%
10-411-417	Tax Assessor	1,889,023	695,107	1,193,916	63.20%	1.91%
10-411-418	Planning and Building	2,401,746	1,356,129	1,045,617	43.54%	2.43%
10-411-420	Facilities Management	3,558,480	1,548,474	2,010,006	56.48%	3.61%
10-411-427	Information Technology	4,299,118	2,212,443	2,086,675	48.54%	4.36%
10-411-430	Register of Deeds	529,710	213,334	316,376	59.73%	0.54%
10-411-446	Veteran's Affairs	406,794	148,076	258,718	63.60%	0.41%
10-411-450	Risk Management	194,550	71,064	123,486	63.47%	0.20%
10-411-480	Lake City Senior Citizens Center	160,500	35,207	125,293	78.06%	0.16%
10-411-482	Energy Savings Lease	490,583	114,803	375,780	76.60%	0.50%
10-411-485	General Direct Assistance	846,617	356,098	490,519	57.94%	0.86%
10-411-488	Contingency	653,346	76,075	577,271	88.36%	0.66%
10-411-489	Employee Non-Departmental	661,739	215,665	446,074	67.41%	0.67%
10-421-421	Sheriff's Office	30,450,848	12,890,304	17,560,544	57.67%	30.85%
10-421-422	Emergency Management	5,493,393	2,612,818	2,880,575	52.44%	5.57%
10-451-423	EMS	10,988,216	5,286,771	5,701,445	51.89%	11.13%
10-451-424	Rescue Squads	1,124,359	431,083	693,276	61.66%	1.14%
10-451-425	Coroner	660,679	319,339	341,340	51.66%	0.67%
10-451-429	On-Site Clinic	290,000	79,784	210,216	72.49%	0.29%
10-451-441	Health Department	77,014	50,386	26,628	34.58%	0.08%
10-451-442	Environmental Services	1,353,725	392,014	961,711	71.04%	1.37%
10-451-485	Health Direct Assistance	34,987	-	34,987	100.00%	0.04%
10-461-485	Welfare - MIAP & DSS	339,601	29,336	310,265	91.36%	0.34%
10-471-451	Recreation	5,090,959	2,621,791	2,469,168	48.50%	5.16%
10-471-455	County Library	5,082,008	2,029,740			5.15%
10-481-485	Literacy Council	5,000	1,250			0.01%
	TOTAL	98,708,000	41,785,558			100.00%

Percent of Fiscal Year Remaining = 58.34%

FLORENCE COUNTY GOVERNMENT
UNIFIED FIRE DISTRICT FUND
REVENUE & EXPENDITURE REPORT FY26
07/01/25 TO 11/30/25

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	6,900,000	5,858,260	1,041,740	15.10%
Fines & Fees	1,720,000	681,836	1,038,164	60.36%
Miscellaneous	405,880	7,370	398,510	0.00%
Operating Transfers	(38,000)	-	(38,000)	100.00%
Use of Fund Balance	292,063	-	292,063	100.00%
TOTAL	9,279,943	6,547,466	2,732,477	29.44%

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT	% share of total
	EXPENDITURES					
37-451-428-100	West Florence Fire Department	1,915,439	764,880	1,150,559	60.07%	20.64%
37-451-428-120	Windy Hill Fire Department	1,599,103	565,212	1,033,891	64.65%	17.23%
37-451-428-130	Howe Springs Fire Department	1,214,442	558,818	655,624	53.99%	13.09%
37-451-428-200	Hannah/Salem Fire Department	734,583	243,964	490,619	66.79%	7.92%
37-451-428-330	Olanta Fire Department	553,658	229,408	324,251	58.57%	5.97%
37-451-428-400	Sardis Timmonsville Fire Department	639,869	225,227	414,642	64.80%	6.90%
37-451-428-500	Johnsonville Fire Department	830,265	387,480	442,785	53.33%	8.95%
37-451-428-800	Non-Departmental	1,047,473	954,723	92,750	8.85%	11.29%
37-451-428-900	Administration	745,111	612,303	132,808	17.82%	8.03%
	TOTAL	9,279,943	4,542,014	4,737,929	51.06%	100.00%
			Percent of Fiscal Year Remaining		58.34%	

FLORENCE COUNTY
REVENUE & EXPENDITURE REPORT FY26
07/01/25 TO 11/30/25

		BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45	County Debt Service Fund	$ 6,615,775	$ 3,179,209	$ 3,436,566	52%	$ 7,312,075	$ 5,477,889	$ 1,834,186	25%
112	Economic Development Partnership Fund	$ 1,114,151	$ 341,951	$ 772,201	69%	$ 998,682	$ -	$ 998,682	100%
123	Local Accommodations Tax Fund	$ 4,045,102	$ 1,850,563	$ 2,194,539	54%	$ 4,636,093	$ 867,006	$ 3,769,087	81%
124	Local Hospitality Tax Fund	$ 3,486,712	$ 2,065,985	$ 1,420,727	41%	$ 3,213,368	$ 1,022,951	$ 2,190,417	68%
131	District Utility Allocation Fund	$ 131,165	$ -	$ 131,165	100%	$ 131,165	$ -	$ 131,165	100%
132	District Infrastructure Allocation Fund	$ 2,818,121	$ 221,197	$ 2,596,924	92%	$ 2,818,121	$ -	$ 2,818,121	100%
151	Law Library Fund	$ 28,366	$ 15,033	$ 13,333	47%	$ 28,366	$ 12,245	$ 16,121	57%
153	Road System Maintenance Fee Fund	$ 5,319,582	$ 1,757,437	$ 3,562,145	67%	$ 4,180,330	$ 1,450,573	$ 2,729,757	65%
154	Victim/Witness Assistance Fund	$ 273,542	$ 108,985	$ 164,557	60%	$ 160,000	$ 11,207	$ 148,793	93%
421	Landfill Fund	$ 7,591,554	$ 2,440,883	$ 5,150,671	68%	$ 7,273,816	$ 1,747,301	$ 5,526,515	76%
431	E911 System Fund	$ 1,030,115	$ 526,530	$ 503,585	49%	$ 1,101,000	$ 390,160	$ 710,840	65%
	TOTALS:	32,454,185	12,507,773	19,946,412	61%	31,853,016	10,979,332	20,873,684	66%
			Percent of Fiscal Year Remaining:	**58.34%**	58%				

Percent of Fiscal Year Remaining =
#

Florence County Council
District Allocation Balances
Available Balances as of 11/30/2025

Council District #	Type of Allocation	Beginning Budget FY26	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	254,872	22,000	232,872
	Paving	259,338		259,338
	Utility	34,975	-	34,975
	In-Kind	19,800	-	19,800
2	Infrastructure	207,766	8,000	199,766
	Paving	153,748	27,200	126,548
	Utility	2,656		2,656
	In-Kind	19,800		19,800
3	Infrastructure	370,805	19,352	351,453
	Paving	208,089		208,089
	Utility	35,136		35,136
	In-Kind	19,800		19,800
4	Infrastructure	310,684	38,850	271,834
	Paving	76,089	18,349	57,740
	Utility	7,808		7,808
	In-Kind	19,800		19,800
5	Infrastructure	161,310	38,000	123,310
	Paving	495,778		495,778
	Utility	3,620		3,620
	In-Kind	19,800		19,800
6	Infrastructure	314,705	8,000	306,705
	Paving	234,733		234,733
	Utility	2,173		2,173
	In-Kind	19,800		19,800
7	Infrastructure	479,526	8,000	471,526
	Paving	517,204		517,204
	Utility	33,289		33,289
	In-Kind	19,800		19,800
8	Infrastructure	367,876	26,500	341,376
	Paving	268,555		268,555
	Utility	763		763
	In-Kind	19,800		19,800
9	Infrastructure	299,292	54,350	244,942
	Paving	203,892		203,892
	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 11/30/2025

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 11/30/2025	$ 3,118,606.78		
Ballfield lighting lease proceeds	$ 500,000.00		
Local contributions	$ 108,148.40		
Total available		$	146,281,823.34
Transfer funds back to General Fund	$ 604,500.00		
Expenditures through 11/30/2025	$ 145,677,323.34		
Outstanding purchase orders as of 11/30/2025	$ -		
Total expended/committed		$	146,281,823.34
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 11/30/2025	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		$ 1,800,000.00	
2	Building		Johnsonville Rural Fire District	New Kingsburg station		$ 600,000.00		$ 600,000.00	
3	Building		Windy Hill Fire District	New Quinby Station		$ 1,800,000.00		$ 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	11/30/2025	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	
			11/30/2025				$ 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	Butler Scurry Road/McKenzie Road Water Loop		$ 500,000.00		$ 496,781.46	
37	Water Line		Town of Olanta	Olanta Fire Station Water Extension		$ 65,000.00		$ 27,354.86	
38	Water Line		Town of Scranton	Anderson Bridge Road Water Extension		$ 140,000.00		$ 140,034.99	
			Category Total				$ 4,418,000.00		
			VII. Veteran Affairs						
39	Building		Florence County	Veteran Affairs County Administration Building	National Cemetery Road	$ 1,200,000.00		$ 1,199,881.58	
			Category Total				$ 1,200,000.00		

Project #	Type	District	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of 11/30/2025	O/S Purchase Orders
			VIII. Municipalities						
	Roads		City of Florence					$ 100,990.76	
40	Corridor Enhancements		City of Florence	Dargan St.	Lucas St. to Cherokee Rd.			$ 5,157,585.18	
41	Corridor Enhancements		City of Florence	National Cemetery Road	Dargan St. To McCall Rd.			$ 107,079.43	
42	Corridor Enhancements		City of Florence	Vista St.	Dargan St. to Oakland Ave.			$ 395,329.23	
43	Corridor Enhancements		City of Florence	Sopkin St	Oakland Ave. to Crown Cir.			$ 35,422.32	
44	Corridor Enhancements		City of Florence	Park Ave.				$ 681,543.30	
45	Corridor Enhancements		City of Florence	Pine St.	Dargan St to McQueen St.			$ 56,962.09	
46	Corridor Enhancements		City of Florence	McQueen St.	Pine St. To Timrod Park Dr.			$ 50,969.88	
47	Corridor Enhancements		City of Florence	Cedar St.	McQueen St. to Park Ave.			$ 418,126.58	
48	Corridor Enhancements		City of Florence	Park Ave.	Cedar St. to Cherokee Rd.			$ 192,688.86	
49	Corridor Enhancements		City of Florence	E. Evans St.	N. Ravenel St. to Railroad Ave.			$ 370,000.00	
50	Corridor Enhancements		City of Florence	Irby St.	W. Cheves St. to Ashby Rd.			$ 1,737,342.86	
51	Corridor Enhancements		City of Florence	Darlington St.	Irby St. to Oakland Ave.			$ 131,834.57	
52	Corridor Enhancements		City of Florence	Oakland Ave.	Darlington St. to Norfolk St.	$ 9,216,875.00		$ 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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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 11/30/2025	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				$ 151,331,475.21	$ 145,677,323.34	$ -

Florence County
CPST #3 Summary
11/30/2025

Bond proceeds		$ 120,000,000.00	
Interest earnings	11/30/2025	$ 11,692,061.61	
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			$ 144,704,017.08
Transfer funds back to General Fund		$ -	
Expenditures through	11/30/2025	$92,624,909.83	
Total expended			$ 92,624,909.83
Total remaining			$ 52,079,107.25
Outstanding purchase orders as of	11/30/2025	$7,759,894.42	
Total committed			$ 7,759,894.42
Total remaining with committments			$ 44,319,212.83

* 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 11/30/2025	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	1,303,306.70	442,137.32
2	Building	EMS	New Johnsonville Station		2,665,128.00	2,665,128.00	2,165,857.94	
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		1,855,156.19	676,854.60
10	Building	Johnsonville Fire Department	Upgrades to Station 1		370,000.00		366,334.58	
11	Building	Sardis Timmonsville FD	Additions to Station 1		525,000.00		211,117.10	
12	Building	Olanta Fire Department	New Station		1,050,000.00		1,050,000.00	
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		955,908.99	
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		462,536.19	
21	Building	West Florence Fire Department	Upgrades to Station 2		100,000.00		99,335.96	
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		834,999.97	
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	663,955.05	

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							11/30/2025		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				182,545.40		
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			
35	Road Resurfacing	City of Florence	Elmore Street				10,837.08		
36	Road Resurfacing	City of Florence	Mortimer Street						
37	Road Resurfacing	City of Florence	W. Dixie Street						
38	Road Resurfacing	City of Florence	W. Power Street						
39	Road Resurfacing	City of Florence	Stackley Street						
40	Road Resurfacing	City of Florence	Harmony Street						
41	Road Resurfacing	City of Florence	Patterson Street						
42	Road Resurfacing	City of Florence	Green Street						
43	Road Resurfacing	City of Florence	Power Street						
44	Road Resurfacing	City of Florence	Booker Street						
45	Road Resurfacing	City of Florence	Cameron Lane				5,826.83		
46	Road Resurfacing	City of Florence	N. Dargan Street				241,390.12		
47	Road Resurfacing	City of Florence	Rebecca Street				6,864.88		
48	Road Resurfacing	City of Florence	Walden Street				2,152.19		
49	Road Resurfacing	City of Florence	Williams Boulevard						
50	Road Resurfacing	City of Florence	Cheryl Court				1,750.83		
51	Road Resurfacing	City of Florence	Earl Court				1,411.76		
52	Road Resurfacing	City of Florence	Lester Avenue				6,615.74		
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				284,996.88		
58	Road Resurfacing	City of Florence	E. Thorncliff Road				235,432.21		
59	Road Resurfacing	City of Florence	Shadow Birch Road				119,899.30		
60	Road Resurfacing	City of Florence	Southbrook Circle				331,493.28		
61	Road Resurfacing	City of Florence	Glenmore Way						
62	Road Resurfacing	City of Florence	Kentwood Drive				97,739.43		
63	Road Resurfacing	City of Florence	Nellie Street				201,763.15		
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				128,616.59		
67	Road Resurfacing	City of Florence	Fillmore Court				52,750.98		
68	Road Resurfacing	City of Florence	Lofty Way				172,298.12		
69	Road Resurfacing	City of Florence	Luigi Way				46,496.38		
70	Road Resurfacing	City of Florence	Master Lane				52,396.94		
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
							11/30/2025		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				294,317.39		
75	Road Resurfacing	City of Florence	Highlander Court				57,430.27		
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				238,523.83		
83	Road Resurfacing	City of Florence	Cabrillo Drive				220,709.06		
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				285,626.97		
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				27,227.15		
96	Road Resurfacing	City of Florence	Fernbank Lane				44,375.83		
97	Road Resurfacing	City of Florence	Grande Lawn Lane				45,519.51		
98	Road Resurfacing	City of Florence	Maggie Way				101,268.02		
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				14,449.44		
113	Road Resurfacing	City of Florence	Blass Drive				174,447.30		
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				68,527.01		
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
							11/30/2025		Orders
119	Road Resurfacing	City of Florence	Gregg Avenue				43,420.96		
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				80,067.02		
126	Road Resurfacing	City of Florence	Jebaily Circle						
127	Road Resurfacing	City of Florence	Kent Circle						
128	Road Resurfacing	City of Florence	Sheffield Drive				213,128.08		
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				149,593.33		
134	Road Resurfacing	City of Florence	Amberleigh Court				2,927.26		
135	Road Resurfacing	City of Florence	Creamoor Lane				5,446.22		
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				5,598.46		
142	Road Resurfacing	City of Florence	Sumac Drive						
143	Road Resurfacing	City of Florence	Viburnum Drive						
144	Road Resurfacing	City of Florence	Wellesly Court				1,598.57		
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
							11/30/2025		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				1,529.37		
172	Road Resurfacing	City of Florence	Highgate Street				5,951.39		
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				92,748.02		
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				245,957.00		
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				92,274.03		
210	Road Resurfacing	City of Florence	Rice Hope Cove				91,265.09		
211	Road Resurfacing	City of Florence	Rutledge Manor Drive				227,730.31		
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 11/30/2025	O/S Purchase Orders
213	Road Resurfacing	City of Florence	West Gate Pointe					
214	Road Resurfacing	City of Florence	S. Dargan Street				631,004.88	
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		33,147.27			
574	Road Resurfacing	City of Florence	Yorkshire Court		3,013.39		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	455,216.48	
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	
222	Road Resurfacing	Town of Timmonsville	N. Warren Street					245,769.02
223	Road Resurfacing	Town of Timmonsville	Market Street		852,710.80		334,595.45	
224	Road Resurfacing	Town of Timmonsville	Hill Street					265,474.70
225	Road Resurfacing	Town of Timmonsville	N Pinckney Street					
226	Road Resurfacing	Town of Timmonsville	E New Street					205,936.22
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	
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	3,890,943.91	
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 11/30/2025	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		39,140.97	
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		1,590,000.00	
244	Sewer	Town of Olanta	Improvements to Hwy 341 well and treatment plant		40,000.00		24,318.62	
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		410,869.56	
251	Building	Florence County	New Manned Convenience Center in Johnsonville		1,000,000.00		7,225.17	
252	Building	Florence County	Renovations to County Complex		1,000,000.00	3,075,000.00	386,956.39	30,039.97
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		581,714.91	
256	Recreation	Florence County	Paving of parking lots at Johnsonville Athletic Center		565,000.00		399,129.00	
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		743,048.96	
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		427,406.99	44,396.00
263	Recreation Improvements	Florence County	Improvements to Dewitt Bluff Landing Great Pee Dee River		167,000.00		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	12,643,200.32	

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							11/30/2025		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				1,452,496.38		
268			Chandler Mill Road						
269			Beaumont Road						60,320.26
270			McElveen Cut Avenue						70,095.48
271			Red Wing Lane						32,425.12
272			W Oshay Road						80,041.00
273			Maxie Thomas Road						
274			Dublin Road						28,610.40
275			Wilson Road						101,498.80
276			S Locklair Road						165,701.90
277			Margie Lane						21,457.80
278			Garris Road						30,517.76
279			Miles Road				248,828.26		99,997.14
280			Wallace Road						
281			Red Road				116,352.60		20,000.00
282			Joy Drive				152,260.20		20,000.00
283			Gracelyn Circle				254,406.40		80,000.00
284			Dory Road						141,349.00
285			Candice Road						21,457.80
286			Calvin Street				84,244.12		17,807.88
287			Clover Hill Road						24,182.60
288			Donald Road				82,468.00		30,000.00
750			Engineering Services				254,834.33		319,605.67
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
							11/30/2025	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
							11/30/2025		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				58,559.87		
382			N Adair Drive				37,666.00		
383			Gibbs Avenue				68,504.13		
750			Engineering Services				291,220.42		280,779.58
384		District 4	Old Middle Road		4,300,000.00	4,300,000.00	363,839.53		
385			Construction of Timmonsville Park				918,793.20		145,352.80
386			DeGroat Road				89,389.25		
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 11/30/2025		O/S Purchase Orders
394			W Robinson Court						
395			Minus Lane				68,550.00		
396			Deer Road Water Extension				284,905.97		152,620.84
397			Bob White Lane				276,634.50		
750			Engineering Services				280,401.49		275,237.67
398		District 5	E Eagerton Road		4,300,000.00	4,300,000.00	169,184.60		202,021.40
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				42,340.00		68,261.00
406			Wheeler Road				102,139.50		
407			Johnnie Lee Road				151,186.51		
408			Truman Road				46,651.62		
409			Kerris Lane				22,340.00		92,213.50
410			Smallwood Road				83,022.59		
411			Karisma Road				42,340.00		96,659.00
750			Engineering Services				366,620.76		199,819.24
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						75,715.00
421			Kate's Garden Lane				123,443.72		
422			Jamestown Road				78,739.29		179,085.50
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						111,389.63
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 11/30/2025		O/S Purchase 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				355,005.52		193,434.48
439		District 7	Lazy Lane		4,300,000.00	4,300,000.00	300,337.11		
440			Regent Street				99,515.08		
441			Chancery Lane				61,752.51		
442			Drury Lane				48,726.41		
443			York Drive				114,071.79		
444			N Norwood Lane						
445			Heard Street				20,000.00		8,864.83
446			Sam Harrell drainage						
447			North Ives Street				15,600.00		10,149.94
448			Ranch Road						
449			Tumbleweed Drive						
450			Fiesta Lane				81,850.09		
451			Marlow Avenue				15,600.00		82,915.76
452			Third Street				15,600.00		46,758.78
453			S Fairview Street				17,288.73		20,000.00
454			Robeson Avenue				15,600.00		86,784.55
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				50,000.00		9,655.25
470			Rico Drive				50,000.00		6,631.50
471			Suena Drive				50,000.00		4,800.70
472			Tierra Drive				50,555.71		9,187.66
473			Charlotte Street						121,760.99
474			Ballard Street						210,358.47
475			McFarland Street				103,631.07		25,182.28
476			Oak Street						52,375.30
477			Walnut Street						126,580.76
478			Clyde Street						38,753.98

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							11/30/2025		Orders
479			E Evans Street						172,872.49
480			Jarrott Street				250,000.00		14,017.36
481			Day Street				206,892.99		10,000.00
482			Divine Street				40,000.00		4,917.99
483			Oakland Avenue				40,366.00		57,364.00
750			Engineering Services				437,684.11		105,755.89
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		
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				70,000.00		
499			Claremont Avenue						
500			Avondale Drive						
501			Eaton Circle				113,391.64		
502			Lee Lane				25,933.55		
503			Calvin Circle				38,494.51		
504			Effies Lane				49,365.89		
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		
513			Chancery Court				19,875.53		
514			Eleanor Drive				49,582.68		
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 11/30/2025		O/S Purchase 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				1,896.00		83,497.59
538			Jefferson Drive (County)				240,585.95		36,178.25
539			W Spencer Lane						
540			W Emery Lane						
541			Coventry Lane				1,896.00		62,831.41
542			Mears Drive				37,531.10		
543			Shorebird Lane				35,559.43		
544			Constitution Drive				49,509.80		
545			Heritage Lane				78,820.00		
546			Alberti Drive				68,820.00		
547			Author Drive				63,748.40		
548			Founder Drive				75,821.12		
549			Liberty Drive				88,092.43		24,089.37
550			Shadwell Drive				27,500.00		13,022.80
551			Left Bank Road				1,896.00		104,164.38
552			Mockingbird Court				1,896.00		49,595.78
553			South Swann Circle						
554			South Lady Street						
555			South Sandy Lane						
556			Lee Lane				25,843.56		
557			Hillcrest Drive				66,656.00		
558			Hillcrest Terrace				21,339.92		
559			Jefferson Drive (between Palmetto and Cashua)						
560			Lakeshore Drive				21,896.00		247,593.41
561			W Forest Lake Drive						
750			Engineering Services				316,749.25		244,190.75
			Total CPST III Projects		$141,731,288.66	$137,795,128.00	$92,624,909.83		$7,759,894.42

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							11/30/2025		Orders
									($1,046,757.76)

FLORENCE COUNTY COUNCIL MEETING

January 15, 2025

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Declaration Of One (1) 2021 Ford F-250 4x4 SuperCab XLT Truck As Surplus Property For Purchase By South Lynches Fire For $16,500.

POINTS TO CONSIDER:

1. Attached is a unit listing recommended for surplus by the using department, Public Works.
2. The unit is obsolete to the using department and disposal will not impact on-going operations.
3. The VIN is 1FT7X2B61MED06382.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. South Lynches Fire has agreed to purchase the truck from Florene County and the funds will go back into the Central Maintenance Capital Outlay, Vehicles line item.
6. The vehicle value was determined by Enterprise for trade in value if the county was to turn it in for a leased vehicle.

FUNDING FACTORS:

No Cost to Florence County.

OPTIONS:

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

back to top

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Report To Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Council Is Asked To Approve An Assignment Of The Lease Agreement Between MIT-RCF, LLC, (a/k/a Carbon Conversions) And Florence County, South Carolina For The Speculative Building Located In The Lake City Industrial Park To Phlex Tek, Of Berwyn, Pennsylvania.

POINTS TO CONSIDER:
1. Florence County entered into a lease with MIT-RCF on November 9, 2009 for the 50,000 sq. ft. spec building in the Lake City Industrial Park.
2. This lease was subsequently renewed on October 15, 2024. MIT-RCF merged into Carbon Conversions and interest in this lease was assigned to Carbon Conversions.
3. Carbon Conversions is in the process of selling one of its two processing lines to Phlex Tek and desires to assign the lease of this spec building to Phlex Tek.
4. The current lease expires on September 30, 2029.
5. Phlex Tek has indicated an interest in amending the lease to allow them to purchase the building during the current lease term, which would be advantageous to the County.
6. Approval of this purchase will be placed on a future Council agenda for Council's approval at that time.

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

ATTACHEMENT (S):
1. Copy of the current lease amendment.
2. Copy of the assignment document.

back to top

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Lease") is made and entered into as of this 15th day of OCTOBER, 2024, by and between **FLORENCE COUNTY, SOUTH CAROLINA** (hereinafter called "Lessor"), whose mailing address is 180 North Irby Street, MSC-G, Florence, South Carolina 29501 and **MIT-RCF, LLC.** (hereinafter called "Lessee"), whose mailing address is 320 Rutledge Road, Fletcher, North Carolina 28732.

WHEREAS, the Lessor and MIT-RCF, LLC as Lessee entered into a Lease Agreement on the 9th day of November, 2009; and,

WHEREAS, the parties desire to renew the Lease for an additional five (5) year term; and,

NOW, THEREFORE, the Lessor and Lessee hereby renew the Lease dated November 9, 2009 for an additional five (5) year term and further amend Article III by striking all provisions of Section 3.1 Base Rent and insert the following provision:

Section 3.1 Base Rent.

As used herein, the term "Lease Year" shall refer to each year during a Term beginning on October 1, 2024 and ending on September 30, 2029. For each Lease Year, Lessee shall pay Lessor an annual base rent ("Base Rent"), payable in advance in equal monthly installments as provided hereinafter, and due on the first day of each calendar month, in the amount of one hundred eight thousand dollars ($108,000.00) per year, with monthly installments of nine thousand ($9,000.00).

ADDITIONALLY the parties amend the Lease by inserting the following provision:

As previously disclosed to the Lessor, MIT-RCF, LLC will be merging with and into Carbon Conversions, Inc., a South Carolina corporation. The parties acknowledge and agree that upon merger of MIT-RCF, LLC into Carbon Conversions, Inc. during calendar year 2015, (a) all of MIT-RCF, LLC's right, title, and interest in and to the Lease shall be assigned to Carbon Conversions, Inc. by operation of law without the need to obtain the consent of the Lessor, and (b) Carbon Conversions, Inc. shall be the "Lessee" under the Lease and amendments to the lease and shall be liable for all of the Lessee's obligations under the Lease and amendments to the lease.

All other provisions of the Lease Agreement between Lessor and Lessee are to remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee, by and through their duly authorized and elected corporate officers, have caused this amendment to lease agreement to be executed in the name of their respective entities, sealed with their respective seals and delivered, each one to the other.

LESSOR:

FLORENCE COUNTY, SOUTH CAROLINA

By: _____ (SEAL)
Its: Florence County

Witness

Witness

LESSEE:

MIT-RCF, LLC

By: _____ (SEAL)
Its: SECRETARY/TREASURER - CFO

Witness

Witness

ASSIGNMENT OF LEASE AGREEMENT AND CONSENT OF LANDLORD

This **Assignment of Lease Agreement** ("Agreement") is made on the ___ day of _____**, 2026**, by and among:

Assignor:
Name: Carbon Conversions Inc.
Address:150 Godley Morris Boulevard, Lake City, SC 29560

Assignee:
Name: Phlex LLC
Address: 100 Berwyn Park, 850 Cassatt Rd, Suite 360 Berwyn, PA 19312

and

Landlord/Owner:
Name: Florence County, South Carolina
Address: 180 North Irby Street, MSC-G, Florence, South Carolina 29501

---

1. Property

The lease being assigned pertains to the premises located at:
Address: 150 Godley Morris Boulevard, Lake City, SC 29560

2. Original Lease

The Assignor is the current tenant under a lease dated November 9**,** 2009 as amended on October 15, 2024 (the "Original Lease") with the Landlord/Owner.

A copy of the Original Lease is attached as **Exhibit A** for reference.

3. Assignment

The Assignor hereby assigns, transfers, and sets over to the Assignee all of its rights, interests, and obligations under the Lease effective on Febraury __, 2026 (the "**Effective Date**")

---

4. Assignee's Assumption of Obligations

The Assignee agrees to assume and perform all duties, obligations, and liabilities of the tenant under the Original Lease arising after the Effective Date.

---

5. Release of Assignor

The Landlord/Owner hereby releases the Assignor from all duties, obligations and liabilities of the tenant under the Original Lease arising after the Effective Date..

---

6. Landlord's/Owner's Consent

The Landlord/Owner hereby consents to this Assignment of Lease.

---

7. Representations

The Assignor and Landlord/Owner jointly represent and warrant to Assignee that the Original Lease is current, and there are no current or outstanding defaults, claims or unpaid rent.

---

8. Governing Law

This Assignment of Lease shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to its conflicts-of-law principles.

---

9. Signatures

Assignor:
Signature: _____
Name: _____
Date: _____

Assignee:
Signature: _____
Name: _____
Date: _____

Landlord/Owner:
Signature: _____
Name: _____
Date: _____

Exhibit “A”
Copy of Lease

FLORENCE COUNTY COUNCIL MEETING

January 15, 2025

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Public Works

ISSUES UNDER CONSIDERATION: Request For Council To Award Bid No. 17-25/26, Underpass Concrete Cleaning Project to Tidy Cleaning Services LLC from Moncks Corner, SC To Be Funded From District 8 Infrastructure Funds ***(3 Compliant Bids).***

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter and Bidnet on November 21, 2025. The bid opening was held on December 16, 2025.
2) Three (3) bids were received; three (3) bids were compliant. Tidy Cleaning Services, LLC. is the lowest responsible, responsive bidder.
3) Steve Allen, Public Works Director. recommends awarding Tidy Cleaning Services LLC.
4) The bid expires March 16, 2026.

FUNDING FACTORS:

$80,000.00 = Total amount to be funded from the District 8 Infrastructure Funds.

OPTIONS:

1) Award Bid No. 17-25/26 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1) Bid Tabulation Sheet.
2) Recommendation Letter from Steve Allen, Public Works Director.

back to top

Notice

Basic Information

Reference Number	0000404649
Issuing Organization	Florence County
Owner Organization	
Solicitation Type	IFB - Invitation for Bid (Formal)
Solicitation Number	17-25/26
Title	17-24/25 Underpass Concrete Cleaning Project
Source ID	PU.AG.USA.2686018.C17634176
Piggyback Solicitation	No

Details

Location	Florence County, South Carolina
Description	Florence County, South Carolina (Owner) is accepting bids from licensed and qualified Contractors for the Underpass Concrete Cleaning Project.

Dates

Publication	11/21/2025 12:34 PM EST
Question Acceptance Deadline	12/09/2025 04:00 PM EST
Questions are submitted online	Yes
Bid Intent	Not Available
Closing Date	12/16/2025 10:00 AM EST

Contact Information

Nakeshia P Wilkins
8436653018
nwilkins@florenceco.org

Patrick Fletcher
843-665-3018
pfletcher@florencecountysc.gov

Bid Result Publication Revision

Publication Type Bid Results

Tidy Cleaning Services LLC

Organization Name	Tidy Cleaning Services LLC
Bid Amount	$80,000.00
Address	404 Cypress Knees Ln Moncks corner South Carolina 29461 United States

Jet Set II, LLC.

Organization Name	Jet Set II, LLC.
Bid Amount	$127,000.00
Address	777 Preston St. #38E Houston Texas 77002 United States

Clean Up Group International

Organization Name	Clean Up Group International
Bid Amount	$81,500.00
Address	1497 Rail Head Blvd Naples Florida 34110 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No

MEMORANDUM

TO: Patrick D. Fletcher, CPPB
Florence County Procurement Director

FROM: Steven H. Allen – Director
Florence County Public Works

DATE: December 18, 2025

Re: Recommendation for Award of Bid # 17-25/26 – Railroad Underpass Cleaning --- E. Cheves St. and E. Palmetto St. in Council District 7

Bids were received on December 16, 2025, for the above-reference project in District 7.

The project is to be funded from District 8 Infrastructure Fund account:

132-441-438-000-8768-7531

I recommend that Council award Bid No. 17-25/26, Railroad Underpass Cleaning to **Tidy Cleaning services, LLC** of Monks Corner, S.C. in the amount of **$ 80,000.00.**

Please call if you have any questions regarding this award.

Steven H. Allen

Cc: Kevin Yokim – Florence County Administrator
Scott Tanner – Deputy Administrator
Nakeshia Wilkins – Procurement

FLORENCE COUNTY COUNCIL MEETING
January 15, 2026

AGENDA ITEM: Reports to Council

DEPARTMENT: EMS Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize the use of the Savvik purchasing cooperative to purchase one Stryker Power Pro 2 stretcher and one Stryker Power Load stretcher lift system for a new county owned ambulance to be utilized by the Pamplico Rescue Squad.

POINTS TO CONSIDER:

1) The EMS Director recommends this award.
2) Nearly all county owned ambulances are outfitted with the Stryker Power Pro stretcher and Power Load systems.

FUNDING FACTORS:

1) $82,061.34 = Total cost to upfit Pamplico Rescue's new ambulance with the aforementioned Stryker equipment. This project is to be funded from district 2 infrastructure funds.
2) One Power Pro 2 stretcher, One Power Load system, and 3 years of ProCare for both items = total expenditure of $82,061.34.

OPTIONS:

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

ATTACHMENTS:

1) Quote from Stryker.
2) Letter of Recommendation from EMS Director.

back to top

stryker

Powerload (x1) and PP2 (x1)

Quote Number: 11146988

Version: 1

Prepared For: PAMPLICO RESCUE SQUAD

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Jerry Shepherd

Email: jerry.shepherd@stryker.com

Phone Number:

Quote Date: 01/06/2026

Expiration Date: 04/06/2026

Contract Start: 07/11/2025

Contract End: 07/10/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	PAMPLICO RESCUE SQUAD	Name:	PAMPLICO RESCUE SQUAD	Name:	PAMPLICO RESCUE SQUAD
Account #:	20058336	Account #:	20058336	Account #:	20058336
Address:	915 S PAMPLICO HWY	Address:	915 S PAMPLICO HWY	Address:	915 S PAMPLICO HWY
	PAMPLICO		PAMPLICO		PAMPLICO
	South Carolina 29583-4058		South Carolina 29583-4058		South Carolina 29583-4058

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	$31,290.16	$31,290.16
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	$33,917.84	$33,917.84
			Equipment Total:		$65,208.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
3.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD *07/15/2025 - 07/14/2028* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	1	$6,350.40	$6,350.40
3.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG *07/15/2025 - 07/14/2028* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	1	$4,471.20	$4,471.20
			ProCare Total:		$10,821.60

This is not an Invoice

Powerload (x1) and PP2 (x1)

Quote Number:	11146988	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	PAMPLICO RESCUE SQUAD	Rep:	Jerry Shepherd
	Attn:	Email:	jerry.shepherd@stryker.com
		Phone Number:	

Quote Date:	01/06/2026
Expiration Date:	04/06/2026
Contract Start:	07/11/2025
Contract End:	07/10/2026

Price Totals:

Estimated Sales Tax (8.000%):	$5,216.64
Shipping and Handling:	$815.10
Grand Total:	$82,061.34

Comments:

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

This is not an Invoice

FLORENCE COUNTY
Emergency Medical Services

Barrott Dowdy
Chief

Ian Whitlock
Deputy Chief

To: Mitch Fulmore, Deputy Administrator

From: Barrott Dowdy: EMS Chief

Date: December 29, 2025

Subject: Recommendation to purchase Stryker products for Pamplico Rescue

Mitch,

I'm writing today to recommend that Florence County utilize infrastructure funds from district 2 to purchase one Stryker Power Pro 2 stretcher and one Stryker Power Load system to upfit Pamplico Rescue's new ambulance.

Florence County currently has over twenty ambulances operating throughout the county with Power Stretchers and Power Load systems. These units are in-service with Florence County EMS, Timmonsville Rescue, Johnsonville Rescue, and Pamplico Rescue Squads currently.

The Power Load system compliments the Stryker Power Stretcher by eliminating personnel lifting the stretcher to load or unload the stretcher/patient. This greatly reduces the opportunity for provider injuries to occur while moving/lifting patients and decreases our liability by removing the inconsistency of providers with differing abilities to lift correctly.

These items will be covered by Stryker ProCare for 3 years. Stryker's customer service and support has been exceptional over the years. Florence county EMS has utilized Stryker products and services since 2009.

Please contact me if you have questions regarding this matter or if you require additional information.

Sincerely,

Barrott Dowdy, Chief
Florence County Emergency Medical Services

527 S. Church St. Florence, South Carolina 29506 – Phone (843) 665-3038 - Fax (843) 676-8719

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Reports To Council

DEPARTMENT: Florence County Fire-Rescue

ISSUE UNDER CONSIDERATION:
Council Is Requested to approve the Contractual Service Agreement between Florence County and Life Safety Inspection Vault LLC, upon review by the County Attorney.

POINTS TO CONSIDER:

1. To provide a web-based application and a secure cloud environment in which third-party contractors that inspect, test, and maintain fire protection systems can submit their reports.

2. LIV (Life Safety Inspection Vault) will provide a proactive service, in addition to Vault, that includes hard and soft copy notifications set to building owners and follow-up phone calls to help increase testing and maintenance activity within the jurisdiction.

3. The services are owned and operated by LIV and are being provided to the County under this agreement.

4. If this agreement is terminated, LIV will implement an orderly return of the data in a format readable and usable in Microsoft Excel within 30 days.

FUNDING FACTORS:
Cost = $0

OPTIONS:

1. ***(Recommended)*** Approve as presented.
2. Decline.

ATTACHMENTS:

A copy of the service agreement contract.

back to top

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("**Agreement**"), dated as of December 10, 2025 ("**Effective Date**"), is between Life Safety Inspection Vault LLC, an Delaware limited liability company ("**LIV**"), and Florence County, a body politic of the State of South Carolina with a principal place of business at 180 N.Irby St, Florence, SC 29501 ("**Client**").

1. Acknowledgement and Acceptance.

1.1 LIV provides, through use of LIV's proprietary web-based application ("**Vault**"), a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV's web application directly to the Client ("**Services**"), facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction.

1.2 The Services are owned and operated by LIV and are being provided to Client under this Agreement. Vault is controlled and offered by LIV from its facilities in the United States of America and is intended for use by United States residents only. LIV makes no representations that either the Services or Vault are appropriate or available for use in other jurisdictions. If you are a non-U.S. resident and access Vault, you do so at your own risk and are responsible for compliance with local laws and regulations.

1.3 LIV PROVIDES THE Services SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT Client ACCEPTS AND COMPLIES WITH THEM. REGISTERED USER AcknowledgeS that IT (a) haS read and understandS this Agreement; (b) ACCEPTS THIS AGREEMENT AND AGREES THAT Client IS LEGALLY BOUND BY ITS TERMS; (c) acceptS and agreeS to be bound by LIV's website Terms of USe (available at https://www.livsafe.com/terms-of-service) AND LIV's Privacy Policy (available at https://www.livsafe.com/privacy-policy); and (D) REPRESENTs AND WARRANTs THAT it has THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND itself TO ITS TERMS. IF Client DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LIV WILL NOT AND DOES NOT provide access to THE Services TO Client AND IT MUST NOT access or attempt to access THE Services OR DOCUMENTATION.

1.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR CLIENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, EXCEPT FOR THE LICENSE TO DOCUMENTATION UNDER SECTION 3.3, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SERVICES THAT CLIENT DID NOT ACCESS LAWFULLY.

2. Definitions.

(i) "**Aggregated Statistics**" means data and information related to Client's use of the Services that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

(ii) "**Agreement**" means, collectively, this Agreement, any applicable Registration Form(s), and any operating rules, policies, and procedures that LIV may publish from time to time on Vault.

(iii) "**Authorized User**" means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (A) who are authorized by Client to access and use Vault and the Services under the rights granted to Client by this Agreement and (B) for whom access to Vault has been purchased under this Agreement. Third party inspectors will not be considered employees, agents, consultants, or contractors of Client unless specifically designated in writing by the Client.

(iv) "**Documentation**" means any user manuals, handbooks, and guides relating to the Services provided by LIV, in its discretion, to Client either electronically or in hard copy form/end user documentation relating to the Services available at livsafe.com.

(v) "**Registration Form**" means, to the extent required by LIV, an order form in form and substance acceptable to LIV, filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to the Services as provided under this Agreement.

(vi) "**Client Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the Services.

(vii) "**LIV IP**" means the Services, Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of the Services, but does not include Client Data.

(viii) "**Third-Party Products**" means any third-party products provided with or incorporated into the Services.

3. Access and Use.

3.1 Registration. In order to use Vault and the Services, the Client must: (a) provide certain current, complete, and accurate information about the Client as required by LIV or as required by the Registration Form, as applicable; and (b) maintain and update such registration information ("**Registration Data**") as required to keep such information current, complete and accurate. If any Registration Data that the Client provides is untrue, inaccurate, not

current or incomplete, LIV may terminate the Client's account and the Client's rights to use the Services.

3.2 Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 12.8) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access the Services.

3.3 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 12.8) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

3.4 Use Restrictions. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (d) remove any proprietary notices from the Services or Documentation; (e) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any applicable law; or (f) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client will not be liable for and will have no obligations as to use of Vault by third party contractors that inspect, test, and maintain fire protections systems.

3.5 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

3.6 Data Storage. LIV will not place any limits on the amount of memory or other computer storage that the Client may utilize through the Services.

3.7 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of the Services if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is

using the LIV IP for fraudulent or illegal activities; (iv) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of the Services to Client or any Authorized User is prohibited by applicable law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access the Services; (any such suspension described in subsections 3.7(a) and (b), a "**Service Suspension**").

LIV shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. LIV shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

3.8 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of the Services and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into the Services. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

3.9 LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

3.10 Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV will securely dispose of all Client Data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

4. Client Responsibilities.

4.1 General. Client is responsible and liable for all uses of the Services and Documentation resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4.2 Third-Party Products. LIV may from time to time make Third-Party Products available to Client. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and any applicable flow through provisions. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

5. Fees and Payment. From and after the Effective Date, Client shall pay fees to LIV for the Services as follows:

5.1 Fees.

(a) Unless a certain report type is noted as an exception on the Registration Form (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of $18.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed $18.00 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees.

(b) As part of the Services, LIV will collect all fees, including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

(c) If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

5.2 Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state,

or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on LIV's income.

6. Confidential Information.

6.1 Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

6.2 Nondisclosure and Nonuse.

(a) The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

(b) Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

(d) The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party. However, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination

or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

7. Intellectual Property Ownership; Feedback.

7.1 LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

7.2 Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LIV to provide the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute, or republish the Client Data for any other purpose, including promotional services or commercial services, not directly related to the provision of Services under this Agreement. Client represents and warrants to LIV that Client has all right and authority to grant LIV the license in this Section 7.2.

7.3 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

8. Warranty.

8.1 Vault and Services Warranties. LIV represents and warrants to Client that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark, or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

8.2 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

8.3 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 8, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 8, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LIV MAKES NO WARRANTY OF ANY KIND THAT THE LIV IP, OR ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN ADDITION, LIV DISCLAIMS ALL WARRANTIES RELATED TO THIRD-PARTY PRODUCTS. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT'S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 8, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 9 AND SECTION 10, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

9. Indemnification.

9.1 LIV Indemnification.

(a) LIV shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client to the extent resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Client promptly notifies LIV in writing of the claim, cooperates with LIV, and allows LIV sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (i) modify or replace the Services, or component or part thereof, to

make it non-infringing, or (ii) obtain the right for Client to continue use. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.

(c) This Section 9.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (ii) modifications to the Services not made by LIV; (iii) Client Data; or (iv) Third-Party Products.

9.2 [Reserved]

9.3 Sole Remedy. THIS SECTION 9 SETS FORTH LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL LIV'S LIABILITY UNDER THIS SECTION 9 EXCEED $10,000.

10. Assumption of Risk; Limitation of Liability.

10.1 Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate, or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any person or entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

10.2 Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR

REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10.3 Exceptions. The exclusions and limitations in Section 10.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Confidential Information); and (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; and (c) a party's obligation to pay attorneys' fees and court costs in accordance with Section 12.7.

11. Term and Termination.

11.1 Term. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is ___ year from the Effective Date ("Initial Term"). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a "Renewal Term," and collectively with the Initial Term, the "Term") if, no later than 60 days before the expiration of the Initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

11.2 Termination. In addition to any other express termination right set forth in this Agreement, either party may terminate this Agreement:

(a) for any or no reason upon 90 days notice to the other party;

(b) effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) effective immediately, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

LIV is not liable to the Client or any third party for any such termination.

11.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 6, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No expiration or

termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Client to any refund.

11.4 Survival. This Section 11.4 and Sections 2, 6, 7,8.3, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

12.1 Relationship of Parties. In performing services under this Agreement, Client is acting as an independent contractor to LIV. This Agreement does not create a partnership, employment, agency, joint venture, or similar relationship between the parties. LIV is not liable for Client's acts or omissions, and Client has no authority to bind LIV to any liability without LIV's written authorization. In addition, LIV has no right or authority to control Client's conduct in the course of Client performing services on behalf of LIV.

12.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, the Registration Form(s), and any Exhibits, constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Effective Date; (c) third, any Registration Form; and (d) fourth, any other documents incorporated herein by reference.

12.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and will be given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livsafe.com

To Client: Florence County, SC
Attn.: Jeffery Matthews
180 N Irby St.
Florence, SC 29501
Email: jmatthews@florencecountysc.gov

12.4 Force Majeure. In no event will LIV be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond LIV's reasonable control, including acts of God, flood, fire, earthquake, other disasters or catastrophes, such as epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.5 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.6 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

12.7 Governing Law; Attorneys' Fees. This Agreement is governed by and must be construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule.

12.8 Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without LIV's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section 12.8 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

12.9 Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

12.10 US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

12.11 Equitable Relief. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under any of Section 3.4, Section 6, or Section 7 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. LIV acknowledges and agrees that a breach or threatened breach by LIV of any of its obligations under Section 6 or Section 7 would cause Client irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Client will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. The remedies stated in this Section 12.11 are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.12 Interpretation. In this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form and all Exhibits other

documents referred to herein must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. This Agreement may be signed by any number of counterparts, each of which will be deemed an original, and all of which constitute the same Agreement. Delivery of an executed counterpart signature page of this Agreement by electronic means (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com, or other electronic means intended to preserve the original graphic and pictorial appearance of a document) has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

Life Safety Inspection Vault LLC, an Delaware limited liability company	Florence County, a body politic of the State of South Carolina
By: _____	By: _____
Name: Cole Harding	Name: _____
Title: President	Title: _____

FLORENCE COUNTY COUNCIL MEETING

January 15, 2026

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Parks & Recreation

ISSUES UNDER CONSIDERATION: Request For Council To Award Bid No. 06-25/26, Lynches River County Athletic Park River Access Expansion/Improvements To Gaster's Grading Company, Inc. Of Johnsonville, SC In The Amount Of $85,000.00 To Be Funded From Account 339-441-436400-509702-3581. ***(3 Compliant Bids).***

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on October 31, 2025. The bid opening was held on November 20, 2025.
2) Three (3) bids were received; Three (3) bids were compliant. Gaster's Grading Company, Inc.is the lowest responsible, responsive bidder.
3) Nathan Dawsey, Parks and Recreations Director, recommends awarding Gaster's Grading Company, Inc.
4) The bid expires February 20, 2026.

FUNDING FACTORS:

$85,000.00 = Total amount to be funded from Account 339-441-436400-509702-3581.

OPTIONS:

1) Award Bid No. 06-25/26 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1) Bid Tabulation Sheet.
2) Recommendation Letter from Nathan Dawsey, Parks and Recreation Director.

back to top

Notice

Basic Information

Reference Number	0000394338
Issuing Organization	Florence County
Owner Organization	
Project Type	IFB - Invitation for Bid (Formal)
Project Number	06-25/26
Title	06-25/26 Lynches River County Athletic Pk. Rd. Access Expansion/Improvements
Source ID	PU.AG.USA.2686018.C17634176
Piggyback Solicitation	No

Details

Location	Florence County, South Carolina
Description	Florence County, South Carolina is accepting sealed bids from qualified contractosr to provide labor, materials, equipment, and services required to construct access improvements for the Lynches River Athletic Park southwest of Timmonsville.

Dates

Publication	10/31/2025 10:40 AM EDT
Question Acceptance Deadline	11/13/2025 11:59 AM EST
Questions are submitted online	Yes
Bid Intent	Not Available
Closing Date	11/20/2025 02:00 PM EST

Contact Information

Nakeshia P Wilkins
8436653018
nwilkins@florenceco.org

Patrick Fletcher
843-665-3018
pfletcher@florencecountysc.gov

Bid Result Publication Revision

Publication Type Bid Results

Chipley Company, Inc.

Organization Name	Chipley Company, Inc.
Bid Amount	$122,500.00
Address	PO Box 5417 Florence, SC South Carolina 29502 United States

Casarez Construction Corp

Organization Name	Casarez Construction Corp
Bid Amount	$128,600.00
Address	4750 Bluff Road Mullins South Carolina 29574 United States

Gaster's Grading Company, Inc.

Organization Name	Gaster's Grading Company, Inc.
Bid Amount	$85,000.00
Address	374 Lake City Hwy Johnsonville South Carolina 29555 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No

Florence County Parks & Recreation

Creating Community!

To Whom It May Concern,

Bid Number 06-25/26 Lynches River Access Expansion/Improvements Project was opened on 11/20/2025. Three bids were received. Gaster's Grading Company, Inc. of Johnsonville, SC was the lowest responsive bidder for this project. This company has recently completed a project at Spaulding Heights Community Park and is currently finishing another at the Lynches River County Park Disc Golf Course. The total bid price for this project is $85,000.00. The funds are available in the account 339-441-436400-509702-3581. It is my recommendation to a award Bid Number 06-25/26 to Gaster's Grading Company Inc.

Sincerely,

Nathan Dawsey

Director, Florence County Parks & Recreation

FLORENCE COUNTY COUNCIL MEETING

January 15, 2026

AGENDA ITEM: Other Business
Infrastructure
Council District 4

DEPARTMENT: Administration/Grants

ISSUE UNDER CONSIDERATION:

Council Is Requested To Approve Expenditures Of Not To Exceed Fifty Thousand Dollars ($50,000.00) From Council District 4 Infrastructure Funding Allocations For Community Development Program Enrichment Grant Match For The Demolition Of An Abandoned School Located At 104 N. Kershaw Street, Timmonsville, SC 29161.

FUNDING FACTORS:

__xx__ Infrastructure _____ Road System Maintenance Fee _____ Utility

Amount:	$_____	$_____	$_____
Signed:	_____	_____	_____
	Jason M. Springs	Andrew T. Rodgers, Jr.	Dr. Alphonso Bradley
Amount:	$__50,000_____	$_____	$_____
Signed:	_____	_____	_____
	Jerry W. Yarborough, Jr.	Kent C. Caudle	Stoney C. Moore
Amount:	$_____	$_____	$_____
Signed:	_____	_____	_____
	Waymon Mumford	William Schofield	Willard Dorriety, Jr.

ATTACHMENTS:

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

back to top

FLORENCE COUNTY COUNCIL MEETING
JANUARY 15, 2026

AGENDA ITEM: Other Business
Infrastructure- Council Districts

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council Is Asked To Approve The Expenditure Of Not To Exceed $20,000.00 From Council's Infrastructure Funding Allocations To Assist With The Funding Of Several Critical Projects For The Women And Children Emergency Safe Shelter.

FUNDING FACTORS:

__xx__ Infrastructure _____ Road System Maintenance Fee _____ Utility

Amount:	$ 2,500.00	$ 2,500.00	$
Signed:	Jason M. Springs	Andrew T. Rodgers, Jr.	Dr. Alphonso Bradley
Amount:	$	$ 2,500.00	$ 2,500.00
Signed:	Jerry W. Yarborough, Jr.	Kent C. Caudle	Stoney C. Moore
Amount:	$	$	$ 2,500.00
Signed:	Waymon Mumford	William Schofield	Willard Dorriety, Jr.

ATTACHMENTS:
Copy of letter from Ellen Hamilton, Executive Director of Pee Dee Coaliton, Florence Chapter.

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

back to top

Crisis Line
669-4600
1-800-273-1820

Pee Dee Coalition
Against Domestic and Sexual Assault
220 South Irby Street – PO Box 1351 – Florence, SC 29503

Business Line
843-669-4694
Fax Line
843-673-2005

December 19, 2025

Mr. Kevin Yokim, Administrator
Florence County
180 North Irby Street, MSC-G
Florence, SC 29501

Dear Mr. Yokim:

Last year the Coalition celebrated its 35th anniversary of the Emergency Safe Shelter and the 30th of the Durant Children's Center and began to address a number of critical maintenance needs of both. Florence County was instrumental in enabling the Coalition to expand its space at the Shelter by closing in a carport now being used as services space with much needed privacy for the residents.

This fiscal year we are requesting Council's support of **$20,000** for several critical projects that impact the health and safety of the women and children at the Shelter. One of those projects we were aware of, the flooring, but the additional one surfaced when the staff found a litter of possums in the basement several months ago. We found that the old house had numerous entry points around the entire house enabling a warm and inviting place for a host of creatures – not the residents the staff had in mind.

The requested projects are as follows:

Replace the rotten flooring and sheetrock, and VCT in the kitchen area	$ 4560
Underpin the entire circumference of the house to eliminate access	$ 2575
Replace 28-year-old carpet downstairs with commercial 24" carpet tile and LVT	$12,300

These are estimates but we trust there won't be any hidden issues or surprises in the historic house.

We know Council shares our belief that families are the bedrock of a successful community, state, and country and that violence is not the optimum method of problem solving. Violence does not belong in families.

Thank you so much for your attention to our request,

Sincerely,

Ellen C. Hamilton, Executive Director
Cc Pee Dee Coalition Florence County Chapter Board

Chesterfield
339 N. Page St.
843-623-7364

Marion
1305 N. Main St.
843-423-6568

Lake City
202 Kelly Street
843-374-5026

Dillon
1101 Hwy 301 N
843-774-0898

Bennettsville
108 Parsonage St.
843-479-0882

Hartsville
460 W. Carolina Ave.
843-383-0240

Darlington
105 Orange St.
843-383-5534

Kingstree
#2 Courthouse Square
843-354-6481

FLORENCE COUNTY COUNCIL MEETING
January 15, 2026

AGENDA ITEM: Other Business
Infrastructure Project
Council District 5

DEPARTMENT: COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve the expenditure of up to $22,000.00 from Council District 5 Infrastructure Funding Allocation to replace an existing HVAC unit for the Lynches River County Park Community Building.

FUNDING SOURCE:

XXXX Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED:

Amount $_____	Amount $_____	Amount $_____
_____	_____	_____
Jason M. Springs	Andrew T Rodgers Jr.	Alphonso Bradley
Amount $_____	Amount $22,000.0_____	Amount $_____
_____	_____	_____
Jerry W Yarborough Jr.	Kent C. Caudle	Waymon Mumford
Amount $_____	Amount $_____	Amount $_____
_____	_____	_____
Willard Dorriety Jr.	C. William Schofield	Stoney C. 'Toney' Moore

ATTACHMENTS:
None

I, Hope 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 Jones, Clerk to Council

back to top

FLORENCE COUNTY COUNCIL MEETING
January 15, 2026

AGENDA ITEM: Other Business
Infrastructure Project
Council District 8

DEPARTMENT: COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve the expenditure of up to $25,000.00 from Council District 8 Infrastructure Funding Allocation to sandblast and paint exterior of the Lynches River County Park Community Building.

FUNDING SOURCE:

XXXX Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED:

Amount $_____	Amount $_____	Amount $_____
_____	_____	_____
Jason M. Springs	Andrew T Rodgers Jr.	Alphonso Bradley
Amount $_____	Amount $_____	Amount $_____
_____	_____	_____
Jerry W Yarborough Jr.	Kent C. Caudle	Waymon Mumford
Amount $_____	Amount $25,000.00_____	Amount $_____
_____	_____	_____
Willard Dorriety Jr.	C. William Schofield	Stoney C. 'Toney' Moore

ATTACHMENTS:
None

I, Hope 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 Jones, Clerk to Council

back to top

Florence County Council Meeting

January 15, 2026

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Council is requested to approve the expenditure not to exceed $4,185.00 from Council District #2, funding allocations from RSMF to place 135 tons of MBC Stone on Spigner Road.

FUNDING SOURCE:

Amount: $4,185.00

_____Infrastructure

__X__ Road System Maintenance 133-441-439-000-9762-

_____ Utility

SIGNED: _____

Requested by Council member: Andrew Rodgers
Council District #2

Date: _____

STEVE ALLEN
Public Works Director

Date: 12-15-25

ATTACHMENTS:

(3) attachments

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

back to top

Palmetto Mining Company

FLORENCE COUNTY ROCKING PROJECT

Date: 12/11/25
District #2
ROAD NAME: Spigner RD.
PIT ON Phil's yard

	QUANTITY	UNIT PRICE	SUB TOTAL
*1. MBC STONE (TONS)	135 Tons	$31	
2.			
		TOTAL	$4,185.00

Bids must include all applicable tax and fees

Project must be completed within 30 Calendar days after notice of award.

1. **This work shall include material(s) (MBC Stone or Crushed Asphalt or both) and Transportation to the listed site(s) (see attached map(s)).**

*** 2. MBC Stone – Only crusted granite meeting the following composite mixture, per SCDOT Table 305.2.5.5.**

Macadam Base Course	
Sieve Designation	Percentage by Weight Passing
2 – Inch	100
1 ½ - Inch	95-100
1 – Inch	70-100
½ - Inch	48-75
No. 4	30-60
No. 30	11-30
No. 200*	0-12
Liquid Limit	25 Max.
Plasticity Index	6 Max.

***AASHTO T 11 is used to determine the amount passing the No. 200 sieve.**

Asphalt – Only reclaimed asphalt pavement that has been crushed to a [illegible] size of 7/8 inch.

FLORENCE COUNTY ROCKING PROJECT

Date: 12/11/25
District # 2
ROAD NAME: Spigner RD.
RT on Phils yard

Kirven

	QUANTITY	UNIT PRICE	SUB TOTAL
*1. MBC STONE (TONS)	135 Tons	32.00	# 4,320.00
2.			
		TOTAL	

Bids must include all applicable tax and fees

Project must be completed within 30 Calendar days after notice of award.

1. This work shall include material(s) (MBC Stone or Crushed Asphalt or both) and Transportation to the listed site(s) (see attached map(s)).

* 2. MBC Stone – Only crusted granite meeting the following composite mixture, per SCDOT Table 305.2.5.5.

Macadam Base Course	
Sieve Designation	Percentage by Weight Passing
2 – Inch	100
1 ½ - Inch	95-100
1 – Inch	70-100
½ - Inch	48-75
No. 4	30-60
No. 30	11-30
No. 200*	0-12
Liquid Limit	25 Max.
Plasticity Index	6 Max.

*AASHTO T 11 is used to determine the amount passing the No. 200 sieve.

* 3. Crushed Asphalt – Only reclaimed asphalt pavement that has been crushed to a maximum particle size of 7/8 inch.

4. Stone shall be evenly distributed along the roadway to allow for leveling by Florence County with a motor grader.

5. No less than 500 tons of material delivered to site per day (Monday-Friday 8:30 AM – 5:00 PM).

FLORENCE COUNTY ROCKING PROJECT

Chipley Company, Inc.

Date: 12/11/25

District # 2

ROAD NAME: Spigner RD. RT ON Phil's yard

Mikael T Morris

	QUANTITY	UNIT PRICE	SUB TOTAL
*1. MBC STONE (TONS)	135 Tons	$42.95	$5,798.25
2.			
		TOTAL	$5,798.25

Bids must include all applicable tax and fees

Project must be completed within 30 Calendar days after notice of award.

1. This work shall include material(s) (MBC Stone or Crushed Asphalt or both) and Transportation to the listed site(s) (see attached map(s)).

* 2. MBC Stone – Only crusted granite meeting the following composite mixture, per SCDOT Table 305.2.5.5.

Macadam Base Course	
Sieve Designation	Percentage by Weight Passing
2 – Inch	100
1 ½ - Inch	95-100
1 – Inch	70-100
½ - Inch	48-75
No. 4	30-60
No. 30	11-30
No. 200*	0-12
Liquid Limit	25 Max.
Plasticity Index	6 Max.

*AASHTO T 11 is used to determine the amount passing the No. 200 sieve.

* 3. Crushed Asphalt – Only reclaimed asphalt pavement that has been crushed to a maximum particle size of 7/8 inch.

4. Stone shall be evenly distributed along the roadway to allow for leveling by Florence County with a motor grader.

5. No less than 500 tons of material delivered to site per day (Monday-Friday 8:30 AM – 5:00 PM).

Florence County Council Meeting

January 15, 2026

AGENDA ITEM: Other Business
Council District #4

DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Council is requested to approve the expenditure not to exceed $25,712.50 ($30.25 per ton) from Council District #4 RSMF funding allocations to place 850 tons of MBC Stone on Hollyberry Lane.

FUNDING SOURCE:

Amount: $25,712.50

_____Infrastructure

__X__ Road System Maintenance 133-441-439-000-9764-

_____ Utility

SIGNED: _____

Requested by Council member: Jerry Yarborough
Council District #4

Date: _____

STEVE ALLEN
Public Works Director

Date: 12-22-25

ATTACHMENTS:

(3) attachments

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

back to top

Marion Joyner

From: joshuawilliamson1991@gmail.com
Sent: Wednesday, December 17, 2025 9:08 AM
To: Meghan Byrd
Cc: Marion Joyner
Subject: RE: Hollyberry Lane - 840 tons MBC Stone District #4

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

Corrected Tonnage and price

850 Ton MBC to Hollyberry Ln District 4

$25,712.50 Total

$30.25 Per ton

Thanks Palmetto Mining Company

From: Meghan Byrd <mbyrd@florencecountysc.gov>
Sent: Wednesday, December 17, 2025 8:35 AM
To: joshuawilliamson1991@gmail.com
Subject: Hollyberry Lane - 840 tons MBC Stone District #4

Please get this estimate back at your earliest convenience.

Thanks,

Meghan Byrd
Office Manager | Public Works
mbyrd@florencecountysc.gov
843-665-3022

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

KIRVEN CONST., INC.

FLORENCE COUNTY ROCKING PROJECT

Date: 12/17/25
District # 2
ROAD NAME: Hollyberry Ln

	QUANTITY	UNIT PRICE	SUB TOTAL
*1. MBC STONE (TONS)	840 tons	31.50	$ 26,460.00
2.			
	TOTAL		

Bids must include all applicable tax and fees

Project must be completed within 30 Calendar days after notice of award.

1. This work shall include material(s) (MBC Stone or Crushed Asphalt or both) and Transportation to the listed site(s) (see attached map(s)).

* 2. MBC Stone – Only crusted granite meeting the following composite mixture, per SCDOT Table 305.2.5.5.

Macadam Base Course	
Sieve Designation	Percentage by Weight Passing
2 – Inch	100
1 ½ - Inch	95-100
1 – Inch	70-100
½ - Inch	48-75
No. 4	30-60
No. 30	11-30
No. 200*	0-12
Liquid Limit	25 Max.
Plasticity Index	6 Max.

*AASHTO T 11 is used to determine the amount passing the No. 200 sieve.

* 3. Crushed Asphalt – Only reclaimed asphalt pavement that has been crushed to a maximum particle size of 7/8 inch.

4. Stone shall be evenly distributed along the roadway to allow for leveling by Florence County with a motor grader.

5. No less than 500 tons of material delivered to site per day (Monday-Friday 8:30 AM – 5:00 PM).

FLORENCE COUNTY ROCKING PROJECT

Date: 12/17/25
District # 2
ROAD NAME: Hollingsworth Rd.

Chipley Company, Inc.
Mikael T Morris

	QUANTITY	UNIT PRICE	SUB TOTAL
*1. MBC STONE (TONS)	~~850 Tons~~ 850 Tons	$42.25	$35,912.50
2.			
		TOTAL	$35,912.50

Bids must include all applicable tax and fees

Project must be completed within 30 Calendar days after notice of award.

1. **This work shall include material(s) (MBC Stone or Crushed Asphalt or both) and Transportation to the listed site(s) (see attached map(s)).**

* 2. **MBC Stone – Only crusted granite meeting the following composite mixture, per SCDOT Table 305.2.5.5.**

Macadam Base Course	
Sieve Designation	Percentage by Weight Passing
2 – Inch	100
1 ½ - Inch	95-100
1 – Inch	70-100
½ - Inch	48-75
No. 4	30-60
No. 30	11-30
No. 200*	0-12
Liquid Limit	25 Max.
Plasticity Index	6 Max.

***AASHTO T 11 is used to determine the amount passing the No. 200 sieve.**

* 3. **Crushed Asphalt – Only reclaimed asphalt pavement that has been crushed to a maximum particle size of 7/8 inch.**

4. **Stone shall be evenly distributed along the roadway to allow for leveling by Florence County with a motor grader.**

5. **No less than 500 tons of material delivered to site per day (Monday-Friday 8:30 AM – 5:00 PM).**