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, FEBRUARY 19, 2026
9:00 A.M.

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

I. CALL TO ORDER: JERRY YARBOROUGH, JR., CHAIRMAN

II. INVOCATION: WAYMON MUMFORD, SECRETARY/CHAPLAIN

III. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:
C. WILLIAM SCHOFIELD, VICE-CHAIRMAN

IV. WELCOME: JERRY YARBOROUGH JR., CHAIRMAN

V. MINUTES:

MINUTES OF THE JANUARY 15, 2026, REGULAR MEETING
Council Is Requested To Approve The Minutes Of The January 15, 2026, Regular Meeting Of The County Council.

VI. PUBLIC HEARINGS:
No Public Hearings Are Scheduled For This Meeting.

VII. APPEARANCES:

SOUTH CAROLINA ASSOCIATION OF COUNTIES
Robert Benfield Requests To Appear Before Council To Present Awards.

VIII. COMMITTEE REPORTS:

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

Administration & Finance
(Chairman Yarborough, 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)
January 15, 2026

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

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

IX. RESOLUTIONS/PROCLAMATIONS:

PROCLAMATIONS:

MONTESSORI SCHOOL OF FLORENCE
A Proclamation To Proclaim The Week Of February 22-28, 2026, As Montessori Education Week.

RESOLUTION OF RECOGNITIONS:

1. **WEST FLORENCE HIGH SCHOOL GIRLS' TENNIS TEAM**
   A Resolution Of Recognition To Recognize The West Florence High School Girls' Tennis Team As The 2025/26 SCHSL 5A Division II State Champions.

2. **SUSIE MARTINEZ**
   A Resolution Of Recognition To Recognize Susie Martinez For Receiving The 5A Division 2 Cross Country Individual State Championship And All-State Honors Award.

3. **SHELBY WHITE**
   A Resolution Of Recognition To Recognize Shelby White For Receiving The 5A/4A Individual Tennis State Championship And All-State Honors Awards In Tennis

4. **GRACE MURRELL**
   A Resolution Of Recognition To Recognize Grace Murrell For Receiving All-State Honors Awards In Tennis.

5. **ADDISON SUGGS AND LANA CLAIRE JORDAN**
   A Resolution Of Recognition To Recognize Addison Suggs And Lana Claire Jordan For Receiving The All-State Honors Award In Golf.

6. **ABBY SULLIVAN**
   A Resolution Of Recognition To Recognize Abby Sullivan For Receiving The Region 5A Coach Of The Year, Named The Assistant Coach For All-Star Match, And Named The South Carolina Coaches Association Tennis Coach Of The Year.

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. 22-2025/26**
A Resolution Designating Specific Individual Projects To Be Funded From CPST III Excess Pursuant To Section 2.02 Of Ordinance 16-2023/24.

3. **RESOLUTION NO. 23-2025/26**
A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 To Authorize The Inclusion Of Two (2) Additional Participants And Establish Monthly And Daily Limits For The Two (2) Participants In The South Carolina Procurement Card Program.

X. ORDINANCES IN POSITION:

THIRD READING

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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. 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)

3. **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)

4. **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)

5. **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)

6. **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)

7. **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)

8. **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)

9. **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)

10. **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)

11. **ORDINANCE NO. 39-2025/26**
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.

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.

SECOND READING:

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.

INTRODUCTION:

ORDINANCE NO. 41-2025/26 ***(By Title Only)***

An Ordinance To Create The Florence City-County Convention And Visitors Commission To Provide For The Operation Of The Florence Convention And Visitors Bureau To Include Provisions For Commission Organization And Funding And Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION:

MONTHLY REPORTS

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

B. SHERIFF'S OFFICE:

1. **RECRUITMENT & REFERRAL BONUS PROGRAM**

   Council Is Asked To Approve To Amend The Sheriff's Office Recruitment & Referral Bonus Program.

2. **DECLARATION OF SURPLUS PROPERTY**

   Council Is Asked To Approve The Declaration Of One (1) Glock Model 36 45 Caliber Handgun As Surplus Property For The Purpose Of Awarding It To An Employee's Family Who Died In The Line Of Duty On October 3, 2018.

C. FIRE RESCUE:

POSITIONS

Council Is Requested To Authorize The Addition Of Six Battalion Chief Positions, Grade 34, And Three Assistant Chief Positions, Grade 37, For The Florence County Fire Rescue.

D. EMS/ADMINISTRATION:

DESIGN SERVICES

Council Is Requested To Approve An Agreement With Collins & Almers Architecture For Design Services For The New Florence County EMS Station To Be Funded From Bond Funds Appropriated Through Ordinance 47-2024/25 And For The County Administrator To Execute An Agreement.

E. PROCUREMENT/PUBLIC WORKS/ADMINISTRATION

BID NO. 20-25/26

Council Is Requested To Award Bid No. 20-25/26, Resurfacing Projects For Districts 1, 2, And The Town Of Timmonsville To Chipley Company, Inc. Of Florence, SC In The Amount Of $1,315,146.24 To Be Funded From CPSTIII And CPSTIIIA Funds (***4 Compliant Bids).***

F. ADMINISTRATION/GRANTS

CHANGE ORDER NINE FOR BID NO. 52-23/24

Council Is Requested To Approve Change Order Nine For Bid No. 52-23/24 With R.E. Goodson Construction Company, Inc. In The Amount Of $686,840.25 To Include Asphalt Surface Course Being Delayed Until Spring of 2026, Final Undercut And Replace Unsuitable Materials Encountered, Addition of Rolled Curb And Concrete Flumes Per FCEDP, Additional Paving Along North Williamson Road Per SCDOT, Revised Tie-Out Grades, And Reconciliation Of Asphalt Intermediate Course Quantities To Be Funded From SCDOC Grant Funds. This Change Order Also Increases Contract Time For Substantial Completion From 544 To 724 Calendar Days.

G. MUSEUM/PROCUREMENT

DESIGN SERVICES AMENDMENT

Council Is Requested To Approve An Amendment To Agreement With McMillan, Pazdan, Smith Architecture For Phase II Design Services Increasing The Basic Service Fee In The Amount Of $320,000 Dollars. This Amendment Approves The Total Phase II Architecture Service Fee From $1,414,170 to $1,734,170 For The Expansion Of The Museum And Authorizes The County Administrator To Execute The Amendment.

H. PROCUREMENT/SARDIS TIMMONSVILLE FIRE DEPARTMENT:

BID NO. 16-25/26

Council Is Requested To Award Bid No. 16-25/26, Sardis-Timmonsville Fire Station No. 2 Expansion To Hardee Construction Co., Inc. of Sumter, SC In The Amount Of $1,323,000.00 To Be Funded From CPSTIII and CPSTIIIA Budgeted Funds ***(5 Compliant Bids).***

XIII. OTHER BUSINESS:

INFRASTRUCTURE:

COUNCIL DISTRICT 4

Council Is Requested To Approve The Expenditure Of Up To $16,696 From Council District 4 Infrastructure Funding Allocations For The Town Of Timmonsville's Police Department For A Server, Firewall, And Related Appurtenances.

IVX. EXECUTIVE SESSION:

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

1. To Discuss A Legal Matter.
2. To Discuss A Contractual Matter.

XV. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council Is Requested To Approve The Minutes Of The January 15, 2026, 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 January 15, 2026, County Council meeting.

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REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, JANUARY 15, 2026, 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
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
Shannon Munoz, Deputy Administrator of Administration
Chief Billy Dillon, Fire Chief
Scott Tanner, Deputy Administrator of Operations
Reggie Sanders, Director of GIS
Carleton Snow, Director of Information Technology
Tenae Reaves, Director of Human Resources
Barrott Dowdy, Director of EMS
Mitch Fulmore, Deputy Administrator of Public Safety
Felicia Simon, Register of Deeds
Eric Cooper, WTBW Reporter
Tonya Brown, WPDE Reporter
Chief Worrell, West Florence Fire Department
Deirdre Weaver-Currier, Post & Courier Editor

A notice of the regular meeting of the Florence County Council appeared in the January 13, 2026, 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

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

CALL TO ORDER/INVOCATION/PLEDGE/WELCOME:

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

ELECTION OF OFFICERS FOR 2026:

Mr. Malloy McEachin, County Attorney, presided over the election process.

Chairman: Councilman Springs nominated Councilman Schofield, and Councilman Caudle seconded the nomination. Councilman Schofield did not receive sufficient votes to be elected. (Councilmen Dorriety, Yarborough, Moore, and Rodgers voted against the nomination.)

Chairman: Councilman Rodgers nominated Councilman Yarborough, and Councilman Moore seconded the nomination. Councilman Yarborough did not receive sufficient votes to be elected. (Councilmen Caudle, Springs, Bradley, Mumford, and Schofield voted against the nomination.)

Mr. McEachin stated that since neither candidate received a majority vote, Councilman Schofield will remain in the position as holdover Chairman until a new Chairman is elected. He further stated that the Council may call a meeting to conduct another vote for the position of Chairman, referencing Section 2.1 of the Rules of Florence County Council.

Mr. McEachin proceeded with the other positions.

Vice-Chairman: Councilman Dorriety nominated Councilman Moore, and Councilman Rodgers seconded. The motion was unanimously approved by all the members present.

Secretary/Chaplain: Councilman Springs nominated Councilman Mumford, and Councilman Bradley seconded. The motion was unanimously approved by all the members present.

Councilman Dorriety made the motion to enter into an executive session to discuss the Chairman's position, and Councilman Yarborough seconded. The motion was approved by all the members present.

Vice-Chairman Moore stated Council was out of executive session. Councilman Springs made the motion for a brief recess, and Councilman Rodgers seconded, which was approved by the members present.

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After the brief recess, Mr. McEachin presided back over the elections.

Councilman Moore made the motion to reconsider the Vice-Chairman position and Councilman Springs seconded, which was approved by the members present.

Mr. McEachin proceeded with the election for the Chairman position.

Chairman: Councilman Schofield nominated Councilman Yarborough, Councilman Springs seconded. The motion was approved by all the members present.

Vice-Chairman: Chairman Yarborough nominated Councilman Schofield and Councilman Dorriety seconded. The motion was approved by all the members present.

Mr. McEachin congratulated the 2026 Florence County Council Officers: Chairman Yarborough, Vice-Chairman Schofield, and Secretary/Chaplain Mumford.

Chairman Yarborough entertained a motion to come out of recess. Councilman Dorriety made the motion and Councilman Rodgers seconded, which was approved by the members present.

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. Councilman Dorriety made the motion and Councilman Springs seconded, which 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. 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

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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.

APPEARANCES:

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). Ms. Burgess and Ms. Belcher appeared before Council. Shawn, recently released from incarceration, gave a testimony.

PEE DEE REGIONAL TRANSPORTATION AUTHORITY

Don Strickland, Executive Director of PDRTA, And Mary Kate Morookian, Transit Planner Of KimleyHorn, Request To Appear To Present A Summary Of The Final Report To Council From The Transit Study Consultants, Kimley Horn. Ms. Morookian gave the presentation to the Council.

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COMMITTEE REPORTS:

Committee of Justice & Public Safety:

Councilman Springs stated the Committee will meet directly after the County Council meeting to discuss Ordinance No. 38-2025/26 and an update on the Unified Fire District plan.

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. 19-2025/26

The Clerk published the title of the Resolution. A Resolution Authorizing An Amendment To The Agreement Governing The Darlington-Florence Industrial Park To Include Additional Properties In The Park. Councilman Dorriety made the motion and Councilman Springs seconded. Mr. Yokim stated that 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. The terms and conditions of the Park are set forth in that certain Agreement Governing the Darlington-Florence Industrial Park dated April 21, 2016. The County desires to consent to an amendment to the Park Agreement to provide for additional property to be added to the Park Agreement. The County desires that the amendment to the Park Agreement be effected through an Amendment to the Agreement Governing the Darlington-Florence Industrial Park. The motion was approved by the members present.

RESOLUTION NO. 20-2025/2026

The Clerk published the title of the Resolution. 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. Councilman Moore made the motion and Councilman Dorriety seconded. Mr. Yokim stated that Florence County adopted Ordinance 31-2019/20 on July 16, 2020. 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

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with cost overruns shall be in the sole discretion of Council, and shall be made from time to time by Resolution of Council. 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. The motion was approved by the members present.

RESOLUTION NO. 21-2025/26

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 Ordinance 16-2023/24. Vice-Chairman Schofield made the motion and Councilman Dorriety 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 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. The motion was approved by the members present.

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. 22-2025/26 THIRD 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 Moore made the motion and Councilman Caudle seconded. The motion was approved on the third reading of the ordinance by the members present.

ORDINANCE NO. 23-2025/26 THIRD 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-

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083, 01012-01-149, 01012-01-194; And Other Matters Related Thereto. (Planning Commission Approved 8 to 1; Council District 3). Councilman Caudle made the motion and Councilman Moore seconded. The motion was approved on the third reading of the ordinance by the members present.

ORDINANCE NO. 24-2025/26 THIRD 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 Springs made the motion and Councilman Moore seconded. The motion was approved on the third reading of the ordinance by the members present.

ORDINANCE NO. 25-2025/26 THIRD 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 Moore made the motion and Councilman Springs seconded. The motion was approved on the third reading of the ordinance by the members present.

ORDINANCE NO. 26-2025/26 THIRD 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.

(Planning Commission Approved 9 to 0; Council District 7). Councilman Caudle made the motion and Councilman Moore seconded. The motion was approved on the third reading of the ordinance by the members present.

ORDINANCE NO. 27-2025/26 THIRD 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). Councilman Bradley made the motion and Councilman Moore seconded. The motion was approved on the third reading of the ordinance by the members present.

ORDINANCE NO. 28-2025/26 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 Williamsburg County, South Carolina; And Other Matters Related Thereto. Councilman Springs made the motion and Councilman Dorriety seconded. Councilman Rodgers made a motion to amend in the body of the ordinance paragraph 2, to strike both of the words "Project Splitshot" and insert the words "PRET Advanced Materials, LLC, formerly identified as Project Splishot". In paragraph 3 strike the words "Project Splitshot" on the first and second lines, and insert the words "PRET Advanced Materials, LLC." In the amendment to the agreement strike the words "Project Splitshot" and insert the words "PRET Advanced Materials, LLC" throughout the document. The motion to amend was seconded by Councilman Springs. The motion to amend was approved on the third reading of the ordinance by the members present. The motion as amended, was approved on the third reading by the members present.

ORDINANCE NO. 29-2025/26 SECOND READING

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). Councilman Moore made the motion and Councilman Dorriety seconded. Mr. Yokim stated that this zoning map amendment was requested by Johnny Pritchard. The applicant desires to change the land use designation and zoning designation for the subject property. The applicant's justification

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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. The surrounding properties are unzoned, MR, Lower Density Mixed Residential, B-3, General Commercial, and PD, Planned Development District. The motion was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 30-2025/26 SECOND READING

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). Councilman Bradley made the motion and Councilman Rodgers seconded. Mr. Yokim stated that this change in the land use designation and zoning map amendment was requested by Florence County and recommended by the Planning Commission. The subject property is vacant and unzoned. 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. A public drop-in meeting was held inviting the property owner to attend and learn more about the potential zoning of their respective property. The property owner was encouraged to contact staff and attend the Planning Commission's public hearing. 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. The motion was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 31-2025/26 SECOND READING

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). Councilman Bradley made the motion and Councilman Dorriety seconded. Mr. Yokim stated that the recommended zoning for these properties is R-2, Single-Family Residential District. This request is made by Florence County and recommended by the Planning

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Commission. The subject properties are unzoned with residential uses. 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. The motion was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 32-2025/26 SECOND READING

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). Councilman Bradley made the motion and Councilman Dorriety seconded. Mr. Yokim stated that 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 commercial and residential uses. The surrounding properties are unzoned, City of Florence zoning, and pending approval for General Commercial District zoning designation. The motion was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 33-2025/26 SECOND READING

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). Councilman Bradley made the motion and Councilman Dorriety seconded. Mr. Yokim stated that the recommended zoning for these properties is R-5A, Multi-Family Residential District. This request is made by Florence County and recommended by the Planning Commission. The subject properties are unzoned with residential uses. 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. The motion was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 34-2025/26 SECOND READING

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, 90155-03-039, 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

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7). Councilman Dorriety made the motion and Councilman Bradley seconded. Mr. Yokim stated that the recommended zoning for these properties is MR, Lower Density Mixed-Residential District. This request is made by Florence County and recommended by the Planning Commission. The subject properties are unzoned with vacant and residential uses. The surrounding properties are unzoned, CMU, and pending approval for R-2, Single-Family Residential District zoning designation. The motion was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 35-2025/26 SECOND READING

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). Councilman Bradley made the motion and Councilman Moore seconded. Mr. Yokim stated that the recommended zoning for these properties is R-2, Single-Family Residential District. This request is made by Florence County and recommended by the Planning Commission. The subject properties are unzoned with residential uses. The surrounding properties are unzoned, CMU, and B-3. The motion was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 36-2025/26 SECOND READING

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). Councilman Caudle made the motion and Vice-Chairman Schofield seconded. Mr. Yokim stated that this zoning map amendment was requested by Anthony B. Moore. The subject property is zoned B-3 with commercial uses. The surrounding properties are zoned R-2, RU-1, B-3, and City of Florence zoning. The motion was approved on the second reading of the ordinance by the members present.

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ORDINANCE NO. 37-2025/26 SECOND READING

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). Councilman Springs made the motion and Vice-Chairman Schofield seconded. Mr. Yokim stated that 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.

ORDINANCE NO. 38-2025/26 SECOND READING 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 SECOND READING

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 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. Councilman Caudle made the motion and Vice-Chairman Schofield seconded. Councilman Rodgers made a motion to amend the title of the ordinance from lines one through five to strike the words "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 Thee County Road Maintenance Fund, The Recurring Imposition Of A Road Maintenance Fee, And The Use Of The Revenues Collected From The Road Maintenance Fee." The motion to amend was seconded by Councilman Dorriety. Mr. Yokim stated that in *Burns v. Greenville County Council.* on July 30, 2021, the South Carolina Supreme Court issued its opinion 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. 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 ("Vehicle Operating Cost") 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

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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. The motion to amend was approved on the second reading of the ordinance by the members present. The motion as amended was approved on the second reading of the ordinance by the members present.

ORDINANCE NO. 40-2025/26 SECOND READING

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. Councilman Moore made the motion and Councilman Dorriety seconded. Mr. Yokim stated that 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. 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. 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. 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

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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. 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. 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. The motion was approved on the second reading of the ordinance by the members present.

No Ordinances were published for introduction.

APPOINTMENTS TO BOARDS & COMMISSIONS:

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. Vice-Chairman Schofield made the motion and Councilman Moore seconded. The motion was approved by the members present.

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). Councilman Dorriety made the motion and Vice-Chairman Schofield seconded. The motion was approved by the members present.

REPORTS TO COUNCIL:
Mr. Yokim provided updates on projects.

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**.** Bids will be received for Wallace St. on January 27th.
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.

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District 5- Bid 51-24/25 includes four dirt-to-pave roads currently under construction: Eagerton, Park, Kerris Lane, and Karisma Rd.
District 6- Construction for Swamp Fox Dr., Jamestown Road (including Jamestown Cemetery Road portion) is underway, and the pipework portion is complete.
District 7- The Oakland Avenue sidewalk project (from Coker St. to E. Old Marion Hwy) is in the construction document phase, and drainage design is advancing.
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 Drive.

Other CPST III Construction Projects:
CPSTIII Timmonsville: The remaining projects: Keith St., E. Clifford, 5th St., N. Pickney, and Bowman Cir. will receive bids on Jan. 27th. A Change Order was made to Bid 40-24/25 to resurface N. Warren, Hill, and E. New Streets. These three are almost complete.

CPST III-A:
District 1- N. Floyd (to fire station) & Hagan are complete. The remaining portion of N. Floyd was approved and added to existing contract.
District 2- E. First Avenue was approved via Resolution 48-24/25 in May. Bids for the remainder of First Ave will be received on January 27th.
District 4- Sparks will be added to an existing bid via change order.
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 is nearing completion on Parkland Drive.
Montclair Way: We are in the process of having an appraisal completed and estimate that the project can be bid on in February.
Municipal: Projects for Johnsonville, Scranton, Coward, & Pamplico are currently being reimbursed as invoices are received.

<u>Departments:</u>
Operations:
- Safety Committee- Working with Charlene Connor to establish a county-wide Safety Committee and implement initiatives that promote safe operations across all county

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departments with a focus on operations. Safety training will be introduced within operations departments, and a Safety Committee is being formed with representatives from County departments.

- GPS Implementation- Coordinating the installation of GPS devices on Parks and Recreation vehicles to provide valuable operational data and improve efficiency. Plans are in place to expand GPS installation to Public Works vehicles and equipment in the future.
- I-95 Intersection Lighting- Collaborating with Duke Energy and MPD Electric to evaluate the feasibility of installing lighting at all I-95 intersections within Florence County. A project plan is being developed along with preliminary cost proposals.
- Water and Sewer Authority Study- Working with Kimley-Horn to facilitate meetings and gather information from entities that operate water and sewer systems in Florence County. These discussions will focus on the feasibility and potential benefits of establishing a Florence County Water and Sewer Authority. Meetings are scheduled for January and February.

Public Works: One Stop Work Order issued on a site owned by ALM Hyundai. Land disturbances had commenced on a 5.23-acre parcel at 1005 S. Cashua Dr., though no permit had been applied for. The owner and contractor have notified us that an engineer has been engaged to produce a design, and a permit submittal is expected in January 2026.

Planning & Zoning:

Flats: I-95/327 Interchange Study. The consultant is prepared to meet with the County Council, the Policy Committee, and the Planning Commission to discuss various concepts of the interchange. We wish for these groups to see these illustrations prior to public engagement.

Parks & Recreation:

Timmonsville Park: Concession Stand –Construction has started (90%).

Lights4Paws:

- 15,000 people attended, and $60,690 was raised.

Museum:

Building Construction- Removal of plant materials and additional items from the courtyard began on December 17. Propellers will be restored and placed at the VA building.

FCSO:

- Detention Center's average population for the month – 547 Peak: 583
- Detention Center population on December 30, 2025 – 544

MONTHLY REPORTS

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

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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. Councilman Caudle made the motion and Councilman Springs seconded. Mr. Yokim stated that the attached unit listing recommended for surplus by the using department, Public Works. The unit is obsolete to the using department, and disposal will not impact ongoing operations. The VIN is 1FT7X2B61MED06382. Florence County Code requires County Council approval for the disposal of surplus property. South Lynches Fire has agreed to purchase the truck from Florence County, and the funds will go back into the Central Maintenance Capital Outlay, Vehicles line item. The vehicle value was determined by Enterprise for trade-in value if the county were to turn it in for a leased vehicle. The motion was approved by the members present.

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 Commerce Park To Phlex Tek, Of Berwyn, Pennsylvania. Councilman Caudle made the motion and Councilman Springs seconded. Mr. Yokim stated that 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 Commerce Park. 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. 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. The current lease expires on September 30, 2029.

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. Approval of this purchase will be placed on a future Council agenda for Council's approval at that time. The motion was approved by the members.

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).*** Vice-Chairman Schofield made the motion and Councilman Rodgers seconded. Mr. Yokim stated that 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. Three (3) bids were received; three (3) bids were compliant. Tidy Cleaning Services, LLC. is the lowest responsible, responsive bidder. Steve Allen, Public Works Director. recommends awarding Tidy Cleaning Services LLC. The bid expires March 16, 2026. The motion was approved by the members present.

DRAFT

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. Councilman Rodgers made the motion and Councilman Moore seconded. Mr. Yokim stated that the EMS Director recommends this award. Nearly all County owned ambulances are outfitted with the Stryker Power Pro stretcher and Power Load systems. The motion was approved by the members present.

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. Councilman Dorriety made the motion and Vice-Chairman Schofield seconded. Mr. Yokim stated that LIV will 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. LIV (Life Safety Inspection Vault) will provide 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. The services are owned and operated by LIV and are being provided to the County under this agreement. 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. The motion was approved by the members present.

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).*** Councilman Caudle made the motion and Councilman Rodgers seconded. Mr. Yokim stated that 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. Three (3) bids were received; Three (3) bids were compliant. Gaster's Grading Company, Inc. is the lowest responsible, responsive bidder. Nathan Dawsey, Parks and Recreation Director, recommends awarding Gaster's Grading Company, Inc. The bid expires February 20, 2026. The motion was approved by the members present.

OTHER BUSINESS:

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

DRAFT

School Located At 104 North Kershaw Street, Timmonsville, SC 29161. Councilman Dorriety made the motion and Vice-Chairman Schofield seconded. The motion was approved by the members present.

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. Vice-Chairman Schofield made the motion, and Councilman Rodgers seconded. The motion was approved by the members present.

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. Councilman Dorriety made the motion and Vice-Chairman Schofield seconded. The motion was approved by the members present.

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. Councilman Caudle made the motion and Councilman Dorriety seconded. The motion was approved by the members present.

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. Councilman Rodgers made the motion and Councilman Moore seconded. The motion was approved by the members present.

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. Councilman Caudle made the motion and Councilman Dorriety seconded. The motion was approved by the members present.

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.

DRAFT

COUNCIL MEETING ADJOURNED AT 11:22 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

HOPE M. JONES
CLERK TO COUNCIL

DRAFT

PUBLIC HEARING

JANUARY 15, 2026

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.

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PUBLIC HEARING

JANUARY 15, 2026

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.

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PUBLIC HEARING

JANUARY 15, 2026

ORDINANCE NO. 40-2025/26

An Ordinance Authorizing The Execution And Delivery Of Documents Relating To TheProvision 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.

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FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Appearances

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Robert Benfield Requests To Appear Before Council To Present Awards.

ATTACHMENTS:
N/A.

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FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Proclamation- Montessori School of Florence

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Proclamation To Proclaim The Week of February 22-28, 2026, As Montessori Education Week.

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

ATTACHMENTS:
A copy of the Proclamation.

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

WHEREAS, inspired by her observations of children and their natural ways of learning, Dr. Maria Montessori developed an innovative educational philosophy in the early 1900s that continues to shape the development of confident, compassionate, and purpose-driven individuals in our city, county, state, and nation; and

WHEREAS, the Montessori program is a transformative approach to education that serves children from birth through age eighteen, empowering them to become independent learners, critical thinkers, and socially responsible citizens prepared to make meaningful contributions to their communities; and

WHEREAS, the Montessori Method promotes multi-age learning environments in which children engage in individualized instruction, cooperative peer learning, and hands-on exploration within a setting that fosters creativity, resilience, and respect for others; and

WHEREAS, Montessori education emphasizes the principles of peace and empathy by teaching children to resolve conflict constructively, appreciate diverse perspectives, and develop the foundations of engaged and responsible citizenship; and

WHEREAS, the Montessori approach supports the holistic development of each child, equipping students with the academic, social, and ethical skills necessary to grow into leaders who strengthen their communities and contribute positively to the world;

NOW, THEREFORE, we, the County Council of Florence County, South Carolina, do hereby declare and proclaim **February 22–28, 2026**, as

MONTESSORI EDUCATION WEEK

throughout Florence County, and we encourage all citizens to recognize and celebrate the contributions of Montessori schools, students, and educators as they help shape future leaders and engaged citizens committed to making a difference in our community.

DONE, in a meeting duly assembled this 19th day of February, 2026.

THE FLORENCE COUNTY COUNCIL:

_____
Jerry Yarborough, Jr., Chairman

ATTEST:

_____
Hope M. Jones, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Resolution of Recognition- 2025/26 SCHSL 5A Division II State Champions.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Resolution Of Recognition To Recognize The West Florence High School Girls' Tennis Team As The 2025/26 SCHSL 5A Division II State Champions.

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

ATTACHMENTS:
A copy of the Resolution of Recognition.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

RESOLUTION OF RECOGNITION

WHEREAS, the West Florence High School Girls Tennis Team demonstrated exceptional dedication, perseverance, and sportsmanship throughout the 2025 tennis season; and

WHEREAS, the West Florence High School Girls Tennis Team captured the **2025 SCHSL Class 5A Division II Lower State Championship**, defeating Myrtle Beach High School by a score of 5–1 at West Florence High School on November 4, 2025; and

WHEREAS, the team advanced to the state finals and achieved a historic victory by winning the **2025 SCHSL Class 5A Division II State Championship**, defeating T.L. Hanna High School by a score of 4–2 at the Cayce Tennis Center on November 8, 2005; and the team finished with a season record of 23-1 and region record 12-0; and

WHEREAS, this remarkable achievement represents the first state championship in program history for West Florence High School, marking a milestone moment for the school, athletic department, and community; and

WHEREAS, this success reflects the hard work, discipline, teamwork, and commitment of the student-athletes, as well as the leadership and guidance of the coaching staff and athletic administration; and

WHEREAS, the members of the championship team and staff are: Elle Brannon, Caroline Collins, Lillian Guerriero, Erin Mills, Grace Murrell, Kessler Richardson, Lily Richbourg, Maia Rivera-Cintron, Mattie Segars, Emma Watford, Shelby White, Coach Abby Sullivan, and Athletic Director Greg Johnson; and

NOW, THEREFORE, BE IT RESOLVED, that the Florence County Council hereby recognizes and commends the West Florence High School Girls Tennis Team for winning the **2025 SCHSL Class 5A Division II State Championship**; and

BE IT FURTHER RESOLVED, that the team, coaches, and athletic leadership are congratulated for bringing pride and distinction to West Florence High School and serving as outstanding representatives of their school and community.

Congratulations on a job well done!

DONE, in meeting duly assembled this 19th day of February, 2026.

THE FLORENCE COUNTY COUNCIL:

_____
Jerry Yarborough, Jr., Chairman District 4

_____
Jason Springs, District 1

_____
Andrew Rodgers, Jr. District 2

_____
Dr. Alphonso Bradley, District 3

_____
Kent C. Caudle, District 5

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Stoney C. Moore, District 6

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Waymon Mumford, District 7

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C. William Schofield, District 8

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Willard Dorriety, Jr., District 9

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FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Resolution of Recognition- Susie Martinez

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Resolution Of Recognition To Recognize Susie Martinez For Receiving The 5A Division 2 Cross Country Individual State Championship And All-State Honors Award.

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

ATTACHMENTS:
A copy of the Resolution of Recognition.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

RESOLUTION OF RECOGNITION

WHEREAS, Susie Martinez won the **5A Division 2 Cross Country Individual State Championship** in November; and

WHEREAS, Susie Martinez earned All-State Honors by finishing in the top ten in the individual cross country state championship, which was her first time earning all-state honors; and

WHEREAS, she became the first runner in school history to win an individual state championship and set a new school record with a time of eighteen minutes and twenty seconds; and

WHEREAS, as a sophomore, **Susie Martinez** has demonstrated exceptional dedication, leadership, and athletic excellence, bringing pride to her school and community;

NOW, THEREFORE, BE IT RESOLVED that the Florence County Council hereby recognizes and congratulates **Susie Martinez** for her outstanding achievement and wishes her continued success in her academic and athletic endeavors.

Congratulations on a job well done!

DONE, in a meeting duly assembled this **19th day of February, 2026.**

The Florence County Council:

_____
Jerry Yarborough, Jr. Chairman

_____
C. William Schofield, Vice-Chairman

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Waymon Mumford, Secretary/Chaplain

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Jason Springs, Member

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Andrew Rodgers, Jr., Member

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Dr. Alphonso Bradley, Member

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Kent C. Caudle, Member

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Stoney C. Moore, Member

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Willard Dorriety, Jr., Member

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Resolution of Recognition- Shelby White

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Resolution Of Recognition To Recognize Shelby White For Receiving The 5A/4A Individual Tennis State Championship And All-State Honors Award In Tennis.

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

ATTACHMENTS:
A copy of the Resolution of Recognition.

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

WHEREAS, **Shelby White** won the **5A/4A Individual Tennis State Championship** in December, a tournament comprised of the top 24 players in the state; and

WHEREAS, Shelby White earned All-State honors by finishing in the top five in the individual tennis state championship, which makes her second season achieving this award; and,

WHEREAS, she achieved this remarkable accomplishment by winning her first individual state championship before earning her learner's permit**;** and

WHEREAS, Shelby White helped lead West Florence to its first female state championship in nearly fifty years and the first women's tennis state championship in school history; and

WHEREAS, as a freshman, **Shelby White** has demonstrated exceptional talent, dedication, and composure, and will return for three more seasons with the West Florence High School Knights;

NOW, THEREFORE, BE IT RESOLVED that the Florence County Council hereby recognizes and congratulates **Shelby White** for her outstanding achievement and wishes her continued success in her academic and athletic pursuits.

Congratulations on a job well done!

DONE, in a meeting duly assembled this **19th day of February, 2026.**

The Florence County Council:

_____
Jerry Yarborough, Jr. Chairman

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C. William Schofield, Vice-Chairman

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Waymon Mumford, Secretary/Chaplain

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Jason Springs, Member

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Andrew Rodgers, Jr., Member

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Dr. Alphonso Bradley, Member

_____
Kent C. Caudle, Member

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Stoney C. Moore, Member

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Willard Dorriety, Jr., Member

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Resolution of Recognition- Grace Murrell

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Resolution Of Recognition To Recognize Grace Murrell For Receiving All-State Honors Awards In Tennis.

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

ATTACHMENTS:
A copy of the Resolution of Recognition.

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

WHEREAS, **Grace Murrell** earned All-State honors by finishing in the top five at the **2025 Individual Tennis State Championship; and**

WHEREAS, this achievement marked her third time earning All-State honors, despite being only a freshman; and

WHEREAS, Grace Murrell helped lead West Florence High School to its first female state championship in nearly 50 years and the first women's tennis state championship in school history;

NOW, THEREFORE, BE IT RESOLVED that the County Council hereby recognizes and congratulates **Grace Murrell** for her outstanding achievements and contributions to her team's historic success, and wishes her continued success in her academic and athletic pursuits.

Congratulations on a job well done!

DONE, in a meeting duly assembled this **19th day of February, 2026.**

The Florence County Council:

_____
Jerry Yarborough, Jr. Chairman

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C. William Schofield, Vice-Chairman

_____
Waymon Mumford, Secretary/Chaplain

_____ _____
Jason Springs, Member Andrew Rodgers, Jr., Member

_____ _____
Dr. Alphonso Bradley, Member Kent C. Caudle, Member

_____ _____
Stoney C. Moore, Member Willard Dorriety, Jr., Member

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Resolution of Recognition- Addison Suggs & Lana Jordan

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Resolution Of Recognition To Recognize Addison Suggs And Lana Claire Jordan For Receiving The All-State Honors Award In Golf.

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

ATTACHMENTS:
A copy of the Resolution of Recognition.

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

WHEREAS, Addison Suggs and **Lana Claire Jordan** earned All-State honors by finishing in the top ten at this year's Golf State Championship; and

WHEREAS, their outstanding performances helped lead their team to its best finish in school history, concluding the season as the third-ranked team in the state; and

WHEREAS, **Addison Suggs,** a sophomore, and **Lana Claire Jordan,** a junior, will return next season to continue leading the West Florence High School Knights;

NOW, THEREFORE, BE IT RESOLVED that the Florence County Council hereby recognizes and congratulates **Addison Suggs** and **Lana Claire Jordan** for their exceptional achievements and wishes them continued success in their academic and athletic endeavors.

Congratulations on a job well done!

DONE, in a meeting duly assembled this **19th day of February, 2026.**

The Florence County Council:

_____
Jerry Yarborough, Jr. Chairman

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C. William Schofield, Vice-Chairman

_____
Waymon Mumford, Secretary/Chaplain

_____ _____
Jason Springs, Member Andrew Rodgers, Jr., Member

_____ _____
Dr. Alphonso Bradley, Member Kent C. Caudle, Member

_____ _____
Stoney C. Moore, Member Willard Dorriety, Jr., Member

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FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Resolution of Recognition- Coach Abby Sullivan

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Resolution Of Recognition To Recognize Abby Sullivan For Receiving The Region 5A Coach Of The Year, Named Assistant Coach For All-Star Match, And Named The South Carolina Coaches Association Tennis Coach Of The Year.

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

ATTACHMENTS:
A copy of the Resolution of Recognition.

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

WHEREAS, **Coach Abby Sullivan** led the Knights of West Florence High School to their first women's tennis state championship, guiding the team to an outstanding 23–1 season; and

WHEREAS, in recognition of her leadership and dedication, Coach Sullivan was named **Region 5A Coach of the Year** and selected as an **Assistant Coach for the North/South All-Star Match**; and

WHEREAS, Coach Abby Sullivan was further honored as the **South Carolina Coaches Association Tennis Coach of the Year**, reflecting her exceptional impact on student-athletes and the sport;

NOW, THEREFORE, BE IT RESOLVED that the Florence County Council hereby recognizes and commends **Coach Abby Sullivan** for her exemplary leadership, commitment to excellence, and contributions to the success of the West Florence High School tennis program.

Congratulations on a job well done!

DONE, in a meeting duly assembled this **19th day of February, 2026.**

The Florence County Council:

_____
Jerry Yarborough, Jr. Chairman

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C. William Schofield, Vice-Chairman

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Waymon Mumford, Secretary/Chaplain

_____ _____
Jason Springs, Member Andrew Rodgers, Jr., Member

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Dr. Alphonso Bradley, Member Kent C. Caudle, Member

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Stoney C. Moore, Member Willard Dorriety, Jr., Member

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FLORENCE COUNTY COUNCIL MEETING

FEBRUARY 19, 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.

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

RESOLUTION NO. 36-2024/25

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

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

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

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

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

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

ATTEST:

_____
Hope M. Jones, Council Clerk

SIGNED:

_____
C. William Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Resolution No. 22-2025/26

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 six new CPSTIII-A projects ($813,118), and one new CPSTIII-B project ($1,071,000) for a total of $1,884,118.

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

ATTACHMENTS:
1. Proposed Resolution 22-2025/26
2. Ordinance 16-2023/24

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Sponsor(s)/Department	Administration
Adopted:	February 19, 2026
Committee Referral	N/A
Committee Consideration Date	N/A
Committee Recommendation	N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 022-2025/266

(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:

Montclair Way Extension (CPST-A)	
Appraisal Report	$1,000
Road Improvements (CPST-A)	
Dist. 3: S. Sunset Drive	$180,000
Tennyson Court	$150,000
Stafford Court	$60,000
Improvements To Fire Protection Facilities (CPST-A)	
Sardis-Timmonsville Station 2 Contract	$417,118
Sardis-Timmonsville Construction Services D&F	$5,000
Road Improvements (CPST-B)	
Districts 1-9 Engineering Fees for Road Improvements	$1,071,000

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 $813,118, and CPSTIII-B projects totaling $1,071,000.

ATTEST:

_____
Hope M. Jones, Council Clerk

_____
D. Malloy McEachin, County Attorney

SIGNED:

_____
Jerry Yarborough, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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

ORDINANCE NO. 16-2023/24

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

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

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

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

ARTICLE II

SPECIFICATION AND DIRECTION OF EXPENDTURE OF EXCESS CPST III REVENUES

Section 2.01 Purposes of Expenditures.

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

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

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

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

(d) Improvements to fire protection facilities

(e) Montague Road Extension

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

(g) Municipal water and sewer improvements

Section 2.02 Designation of Specific Projects.

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

Section 2.03 Application of CPST III Excess to Projects.

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

ARTICLE III

MISCELLANEOUS

Section 3.01 Severability of Invalid Provisions.

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

Section 3.02 Further Action by Officers of County.

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

Section 3.03 Effective Date of Ordinance.

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

ATTEST:

Hope Jones, Clerk to County Council

Willard Dorriety, Jr., Chairman

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

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

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

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

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

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

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

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

(Seal)

Clerk, Florence County Council

FLORENCE COUNTY COUNCIL MEETING
February 19, 2026

AGENDA ITEM: Resolution No. 23-2025/26

DEPARTMENT: Veteran Affairs

ISSUE UNDER CONSIDERATION:
(A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of Two (2) Additional Participants And Establish Monthly And Daily Limits Of Two (2) Participants In The South Carolina Procurement Card Program.)

POINTS TO CONSIDER:

1. 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.

2. 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.

3. Efficiencies currently experienced by the County's participation in this Program will increase with an increase in participation in this program.

4. 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.

FUNDING FACTORS:
Funding will come from account number 10-411-446-000-xxx.

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

ATTACHMENTS:

1. Copy of Resolution No. 23-2025/26.

2. Copy of Resolution No. 5-2009/10.

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Sponsor (s) Department	: Veteran Affairs
Adopted	: February 19, 2026
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

RESOLUTION NO. 23-2025/26

COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution To Amend Section 4 Of Resolution No. 5-2009/10 In Order To Authorize The Inclusion Of Two (2) Additional Participants And Establish Monthly Limits for the Three (2) Participants In The South Carolina Procurement Card Program.)

WHEREAS:

1. 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; and

2. 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; and

3. Efficiencies currently experienced by the County's participation in this Program will increase with an increase in participation in this program; and

4. 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.

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

1. Section 4 of Resolution No. 5-2009/10 is hereby amended to issue a SC Procurement Card for the following positions and establish monthly and daily limits for the two positions as outlined below:

DRAFT

Department	**Daily Limit**	**Monthly Limit**
Establish Limit of:		
(10-411-446-000)		
Veterans Service Officer	*$1,500*	*$2,500*
(10-411-446-000)		
Veterans Service Officer	*$1,500*	*$2,500*

ATTEST:

_____
Hope M. Jones

_____
D. Malloy McEachin, County Attorney

SIGNED:

_____
Jerry Yarborough, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

Sponsor(s)/Department	: County Council
Adopted:	: November 19, 2009
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

RESOLUTION NO. 5-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(To Authorize Florence County To Participate In The South Carolina Procurement Card Program and To Establish Local Policies And Procedures.)

WHEREAS:

1. Section 8f of Ordinance No. 01-2009/10, the annual budget Ordinance for Florence County, states in part, "Credit cards which obligate Florence County are not permitted unless specifically authorized by written resolution of County Council"; and

2. Florence County is currently exposed to a certain amount of financial risk by having open charge accounts at various vendors throughout the County, a necessity for many small purchases; and

3. It is becoming increasingly inefficient to do business without some form of credit card program: One such recent example of inefficiency being that the South Carolina Law Enforcement Division (SLED) no longer extends credit for the cost of employment background checks, but requires credit card payment. Since the County currently does not conduct business using credit cards, payment has to be made with a check in advance, which delays the County's hiring process by as much as an additional three weeks; and

4. The per-transaction processing cost of a typical purchase order system such as Florence County's is estimated to be in excess of $75 per purchase; whereas the same per-transaction processing cost for the SC Procurement Card Program is less than $25 per purchase (inclusive of all documentation, issuance, tracking, partial payout, reconciliation, and closure); and

5. The SC Procurement Card Program contains control mechanisms not available on commercial credit cards, in that the County can program each card with dollar and transaction limits per day/month, restrict use by vendor type, electronically monitor transactions in real time, cancel cards instantly via the Internet, and benefit from coverage of any fraudulent transactions with $100,000 per cardholder liability insurance by VISA; and

6. The SC Procurement Card Program has been in existence for approximately ten years, is currently being used by about fifty local governments, including eleven counties, and has handled over 1,000,000 transactions in 2008, totaling more than $244,000,000.

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

1. Florence County is hereby authorized to participate in the South Carolina Procurement Card Program, and the County Administrator is directed to execute the necessary documentation to proceed.

2. Regular monitoring of the County's participation in the Program will include detailed reviews of each monthly statement at all levels, including heads of participating departments.

3. The County Administrator will manage the County's participation in the Program:
    a. Requiring that each card be used solely for official, authorized use, reconciled timely, and fully accounted for at all times.
    b. Providing monthly reports to County Council detailing the dollar volume and number of transactions for each card authorized in the Program.
    c. Notifying the Council immediately of any event of fraud or misuse.
    d. Terminating or suspending any user, department, or all County participation as necessary.

4. Below is a listing of the positions to which cards will be issued as participants in the Program and a daily spending limit and a total monthly spending limit for each position. County Council may amend this list to add additional positions to the Program, or to increase existing spending limits, upon the recommendation of the County Administrator.

Department	Daily Limit	Monthly Limit
Public Works Department *(153-441-431)*		
Urban Supervisor	$2,500	$2,500
Recreation Department *(010-471-451)*		
Facilities Superintendent	$ 200	$1,000
Program Superintendent	$ 500	$2,000
Parks Superintendent	$ 200	$1,000
Sheriff's Office *(010-421-421)*		
Maintenance Supervisor	$2,500	$6,000
Fiscal Technician	$1,000	$2,000
Lieutenant/Security	$1,000	$1,000
Human Resources Department *(010-411-412)*		
Director	$ 200	$ 550
Human Resources Coordinator	$ 200	$ 550
Clerk to Council *(010-411-402)*	*$1,500*	*$1,500*
Facilities Management *(010-411-420)*		
Facilities Manager	$ 500	$1,500
Facilities Coordinator	$ 100	$ 500
Buildings & Grounds Superintendent	$ 100	$ 500
Emergency Management *(010-421-422)*		
Emergency Preparedness Coordinator	$1,000	$1,000
Technical Hazards Coordinator	$1,000	$1,000
Radio Technician	$1,000	$1,000
Information Technology *(010-411-427)*		
Information Tech. Director	$2,500	$2,500

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE: approved
OPPOSED: 0
ABSENT: 0

FLORENCE COUNTY COUNCIL MEETING

FEBRUARY 19, 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.

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Sponsor(s)	: Finance	
First Reading	: April 17, 2025	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Second Reading	: May 15, 2025	
Public Hearing	: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
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Table moves to	0
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	34

FLORENCE COUNTY COUNCIL MEETING
Thursday, February 19, 2026

AGENDA ITEM: Ordinance No. 29-2025/26
Third 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

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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 October 18, 2025
Committee Referral	: N/A	(PC), November 1, 2025
County Council Public Hearing	: N/A	(PC), and November 13,
Second Reading	: January 26, 2026	2025 (PC).
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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

_____
Jerry Yarborough, Jr., 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

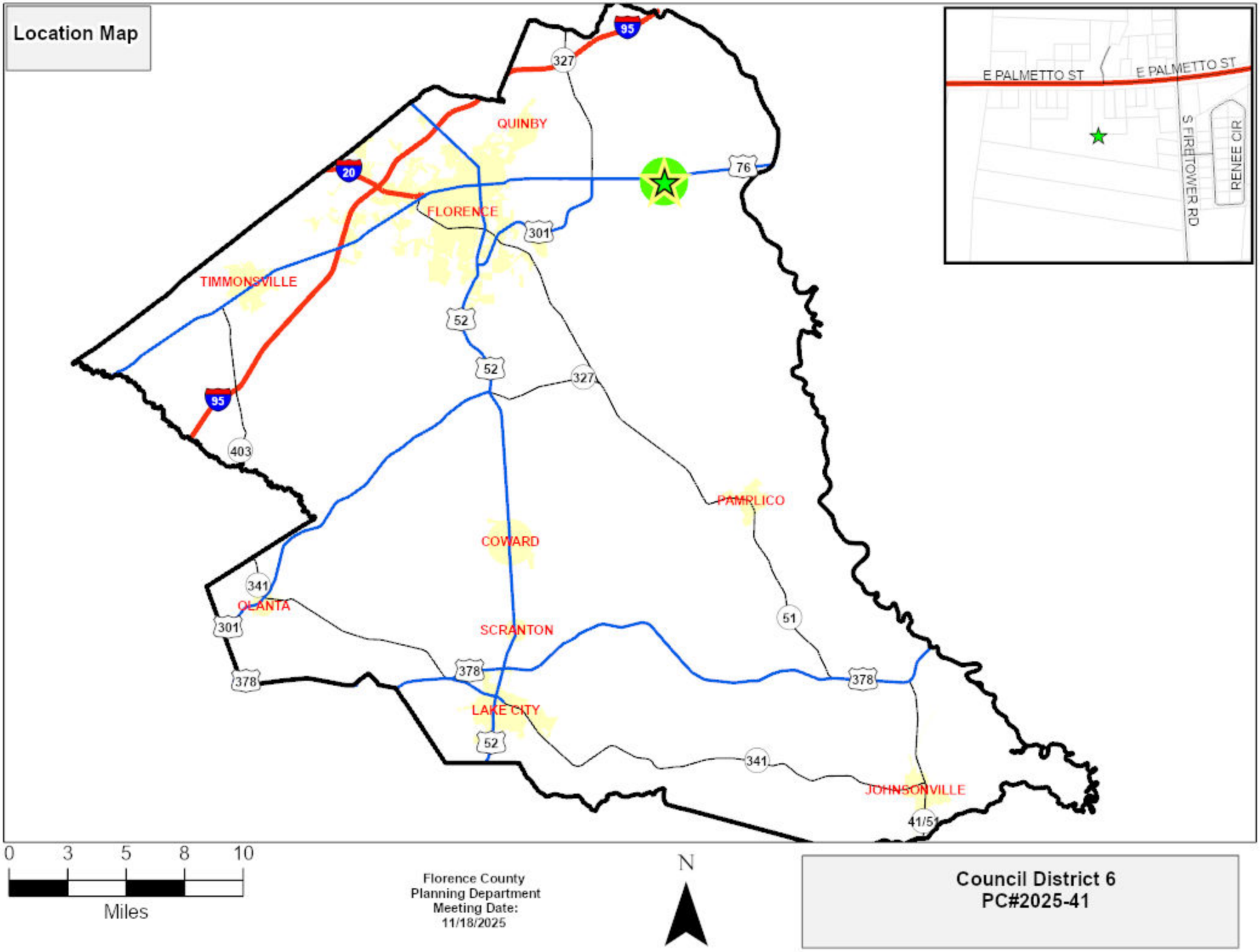
4. Transportation Access and Circulation:
   Present access to this property is by way of E. Palmetto St and S Firetower Rd, Florence

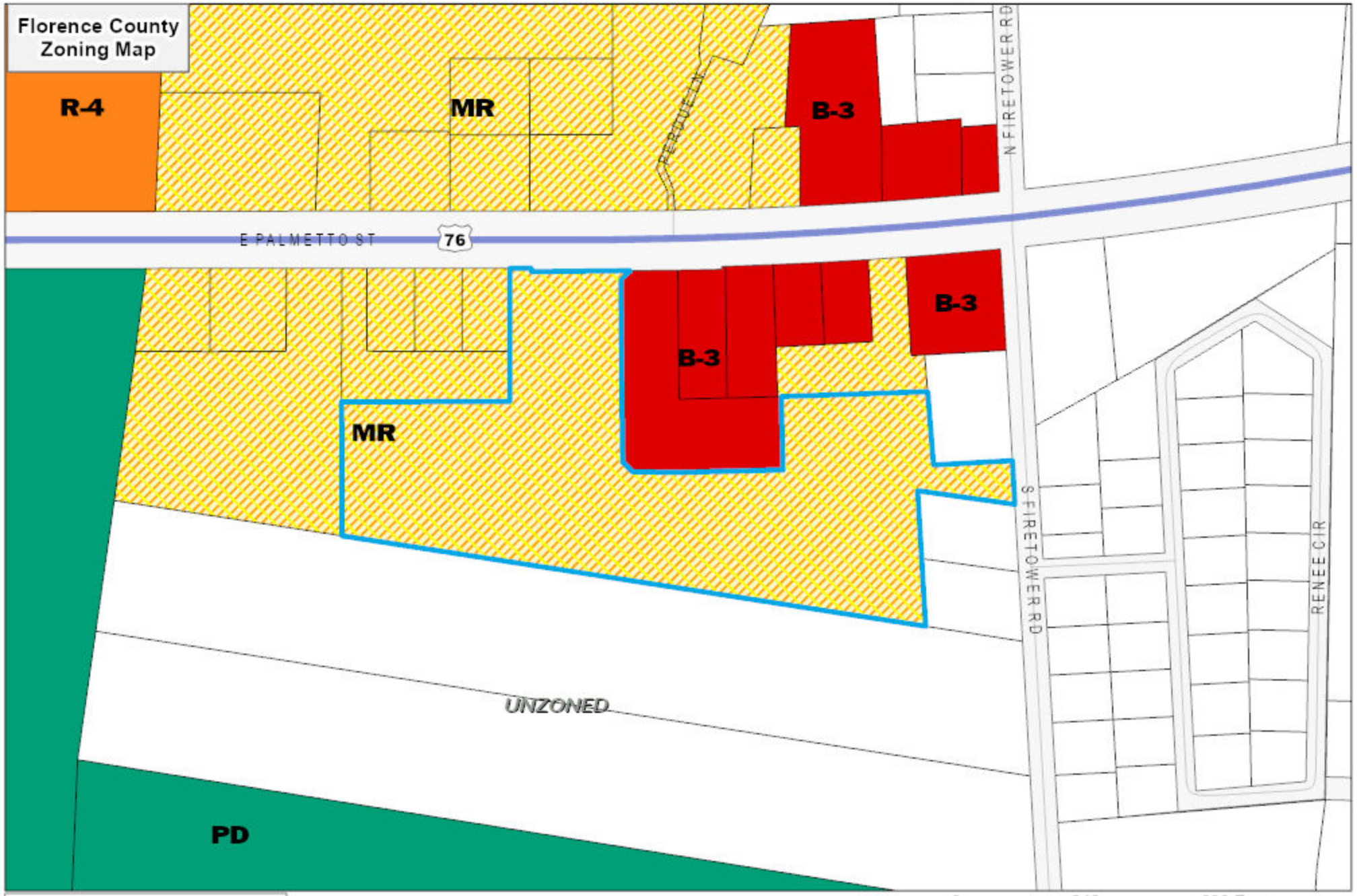
5. Traffic Review:
   The rezoning of this property from MR to RU-2 could have a minimal impact to existing traffic flows.

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.

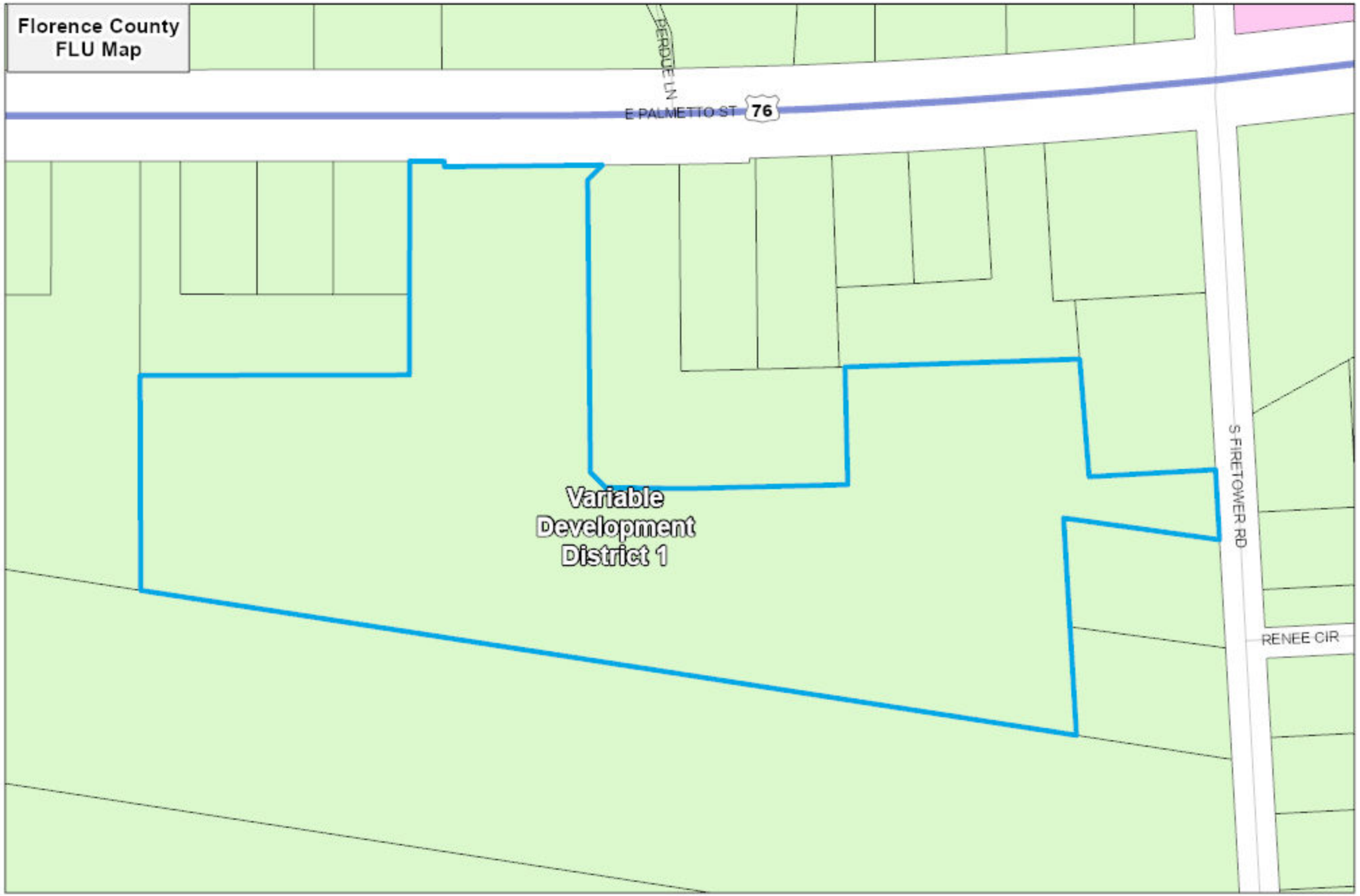
FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:
Florence County Planning Commission recommends approval of the requested comprehensive plan and zoning map amendment to the Florence County Council to change the future land use designation for Tax Map Number 00307, Block 01, Parcel 070 from Variable 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, February 19, 2026

AGENDA ITEM: Ordinance No. 30-2025/26
Third 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 October 18, 2025
Committee Referral	: N/A	(PC), November 1, 2025
County Council Public Hearing	: N/A	(PC), and November 13,
Second Reading	: January 15, 2026	2025 (PC).
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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:

_____
Jerry Yarborough, Jr., 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.

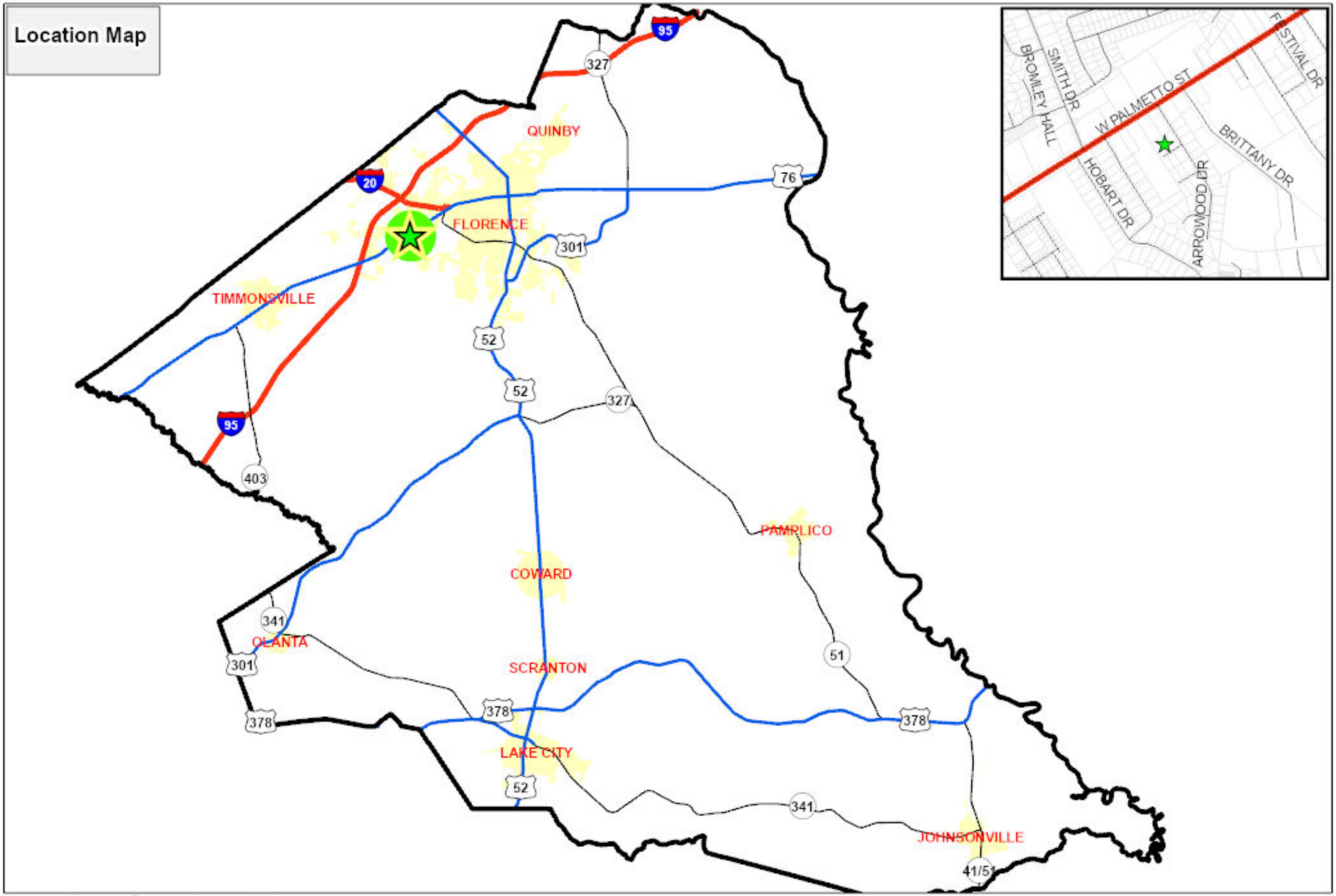
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject property is R-2, Single-Family Residential District.

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, February 19, 2026

AGENDA ITEM: Ordinance No. 31-2025/26
Third 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

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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 November 1,
Committee Referral	: N/A	2025 (PC) and November
County Council Public Hearing	: N/A	13, 2025 (PC).
Second Reading	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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:

_____
Jerry Yarborough, Jr., 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.

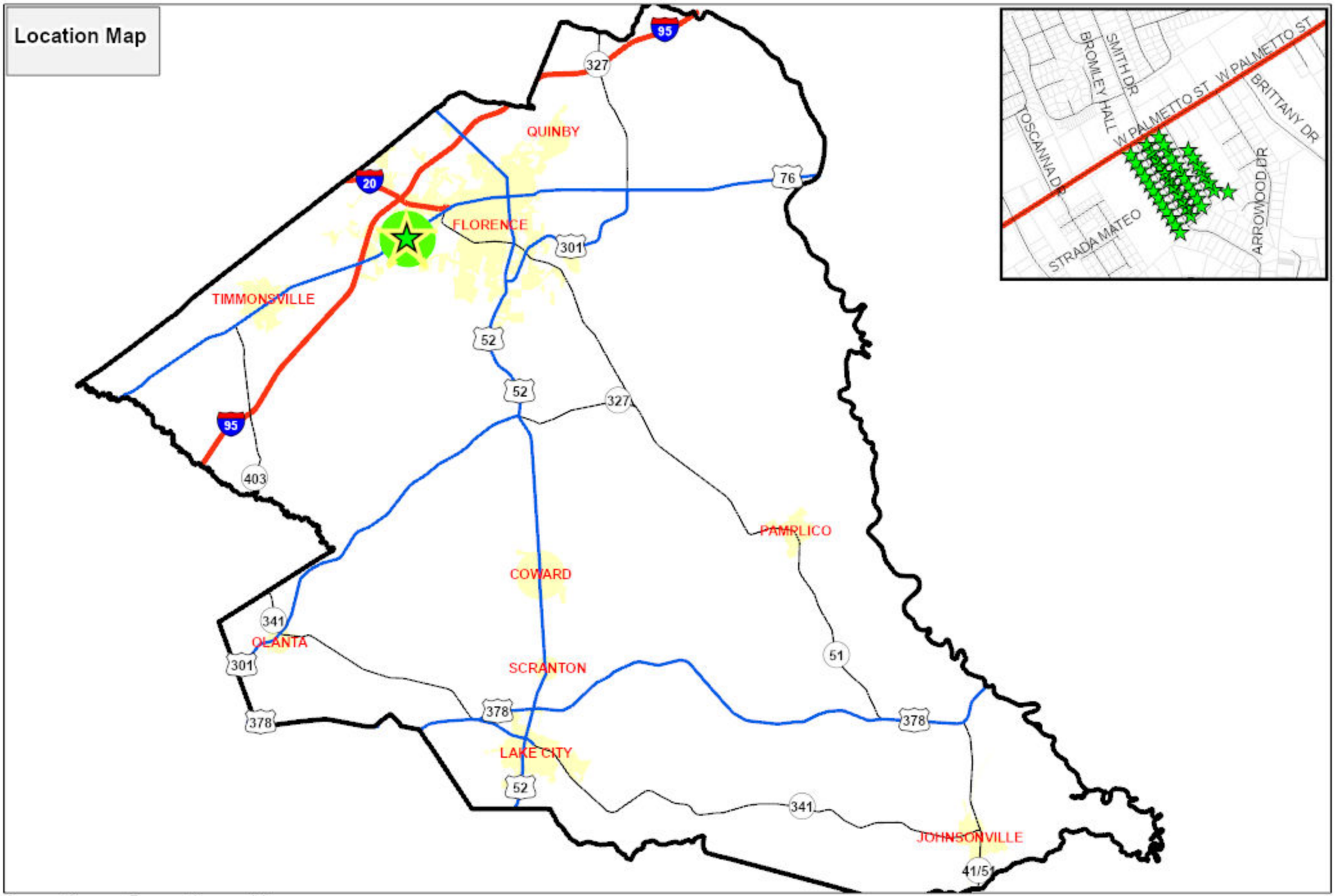
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **R-2, Single-Family Residential District**.

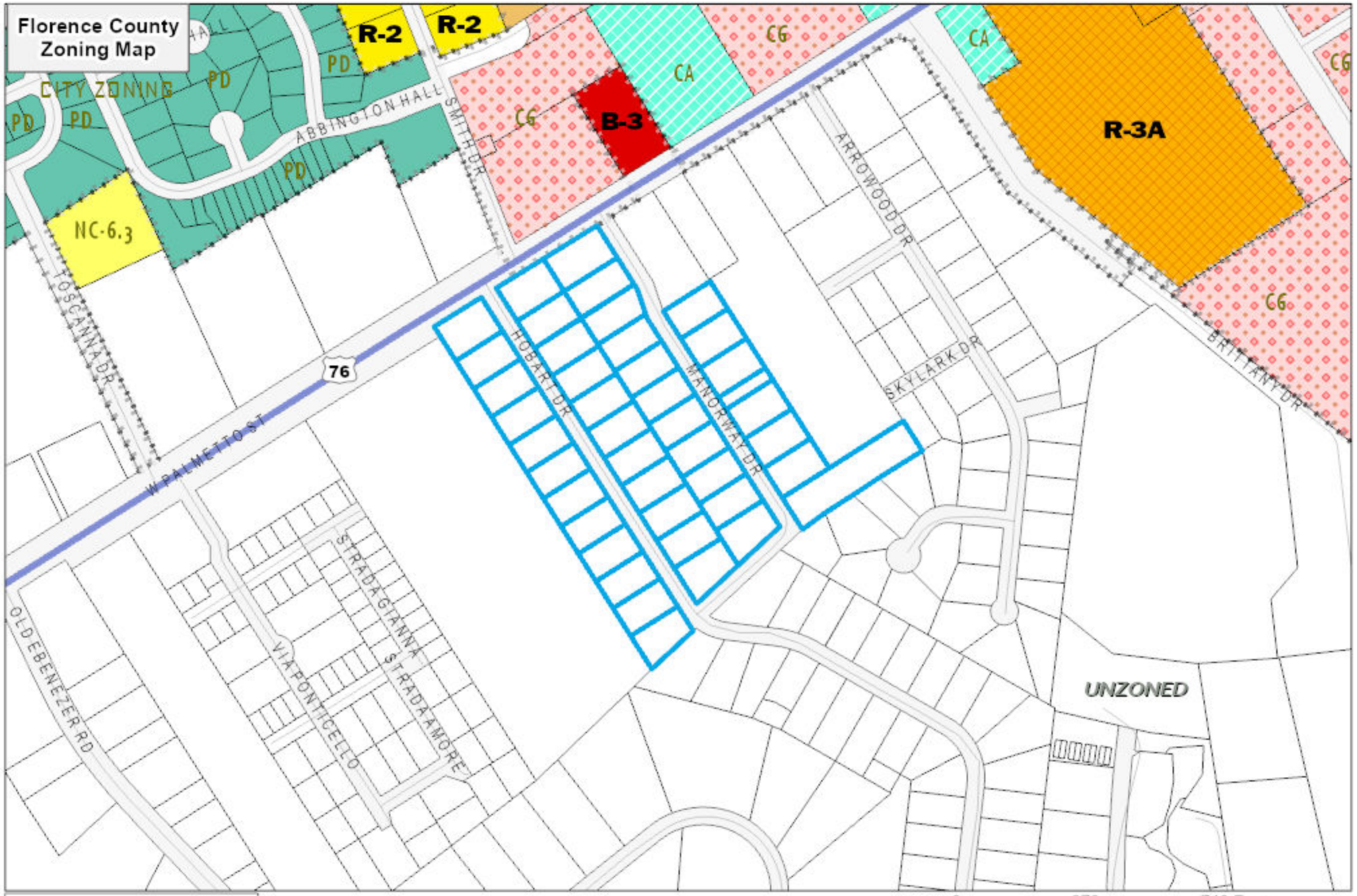
3. Surrounding Land Use and Zoning:
   All surrounding properties are presently unzoned. However, zoning has been recommended and pending County Council's approval for the properties located in group six of The 76 Highway Gateway Study. The recommended zoning is R-2, Single-Family Residential District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

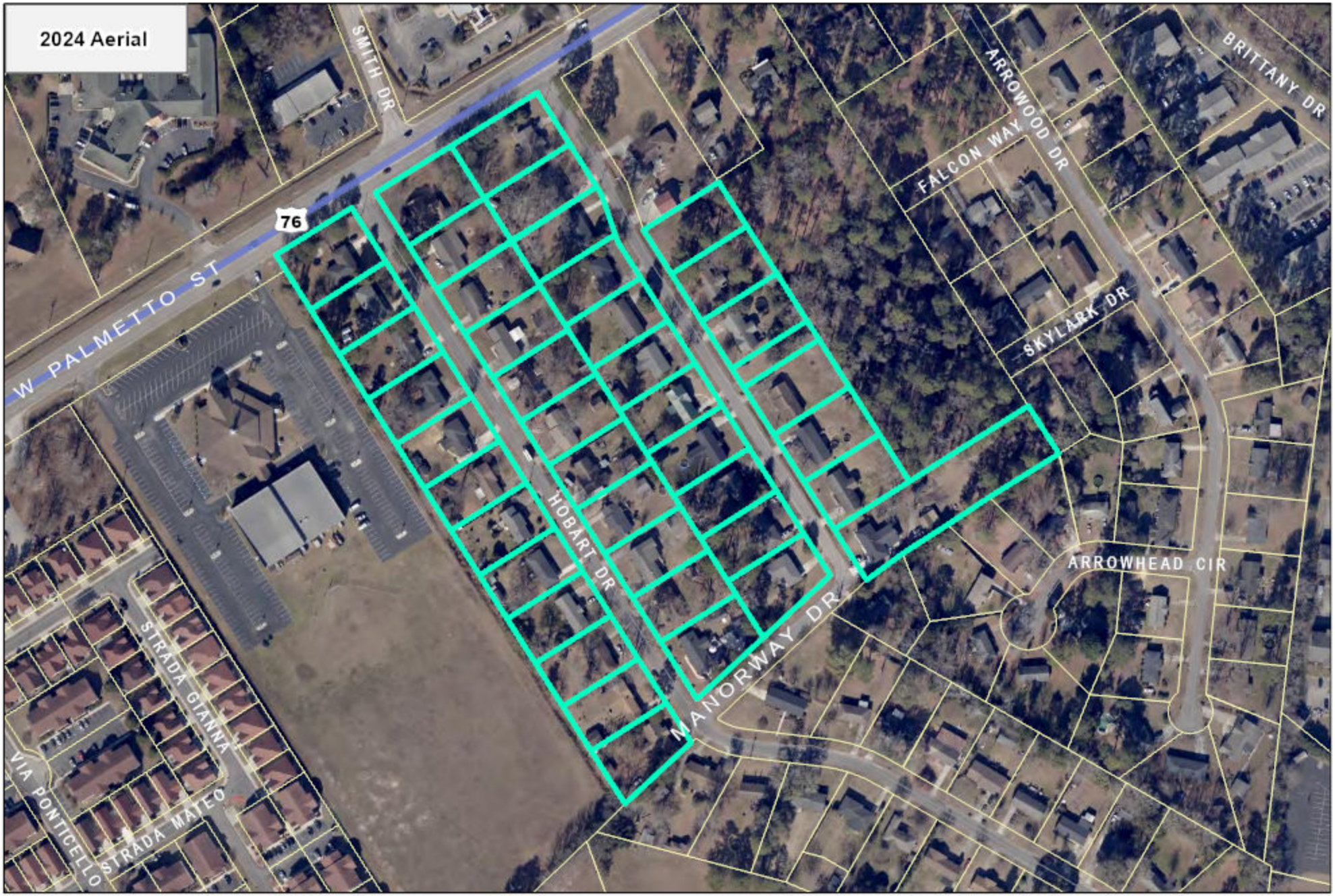
4. Florence County Comprehensive Plan:
   The recommended zoning district is compatible with the subject properties' future land use designation.

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, February 19, 2026

AGENDA ITEM: Ordinance No. 32-2025/26
Third 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 November 1,
Committee Referral	: N/A	2025 (PC) and November
County Council Public Hearing	: N/A	13, 2025 (PC).
Second Reading	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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

_____
Jerry Yarborough, Jr., 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

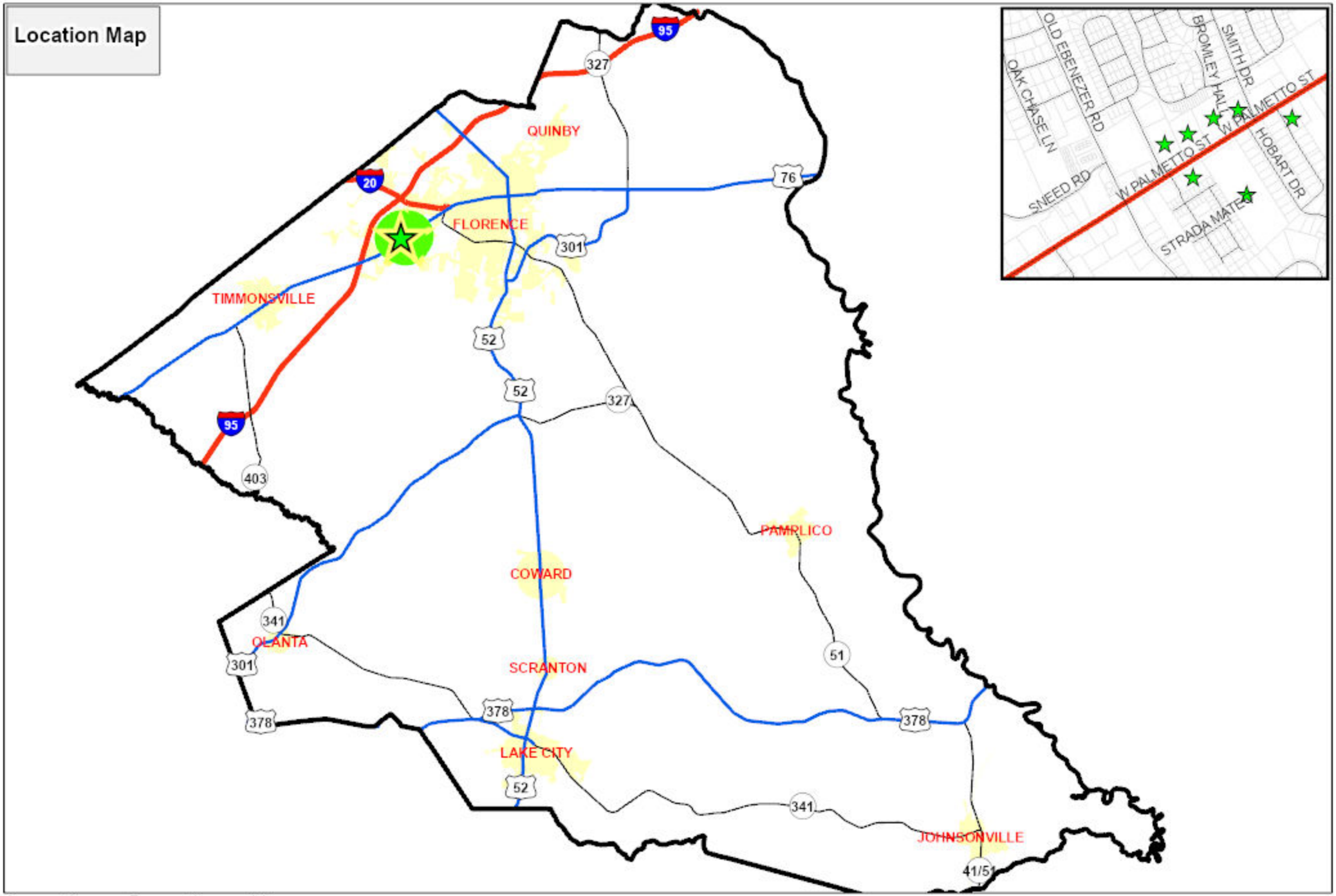
SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX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

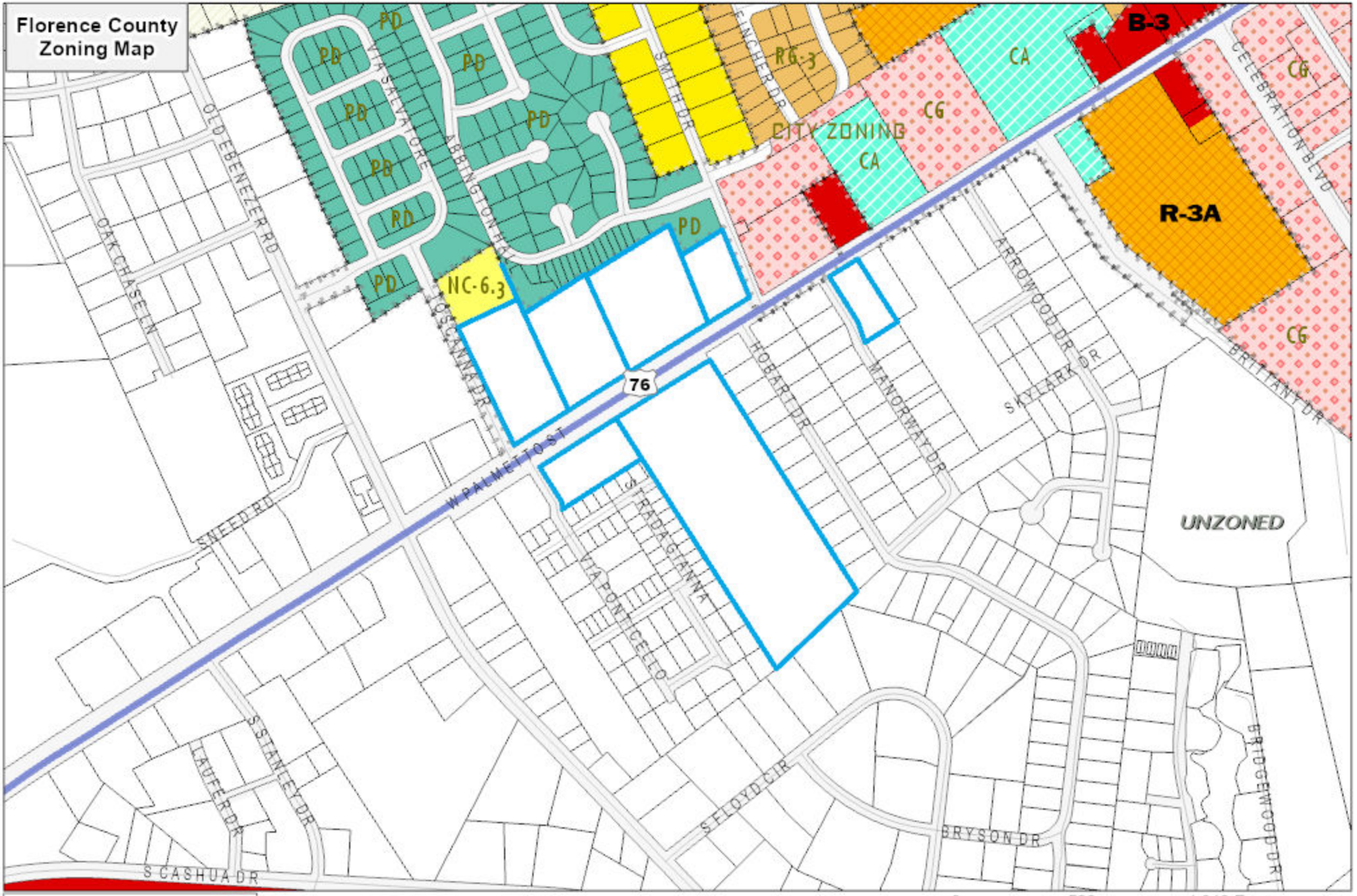
STAFF ANALYSIS:

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, February 19, 2026

AGENDA ITEM: Ordinance No. 33-2025/26
Third 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 November 1,
Committee Referral	: N/A	2025 (PC) and November
County Council Public Hearing	: N/A	13, 2025 (PC).
Second Reading	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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:

_____
Jerry Yarborough, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, November 18, 2025
PC#2025-45

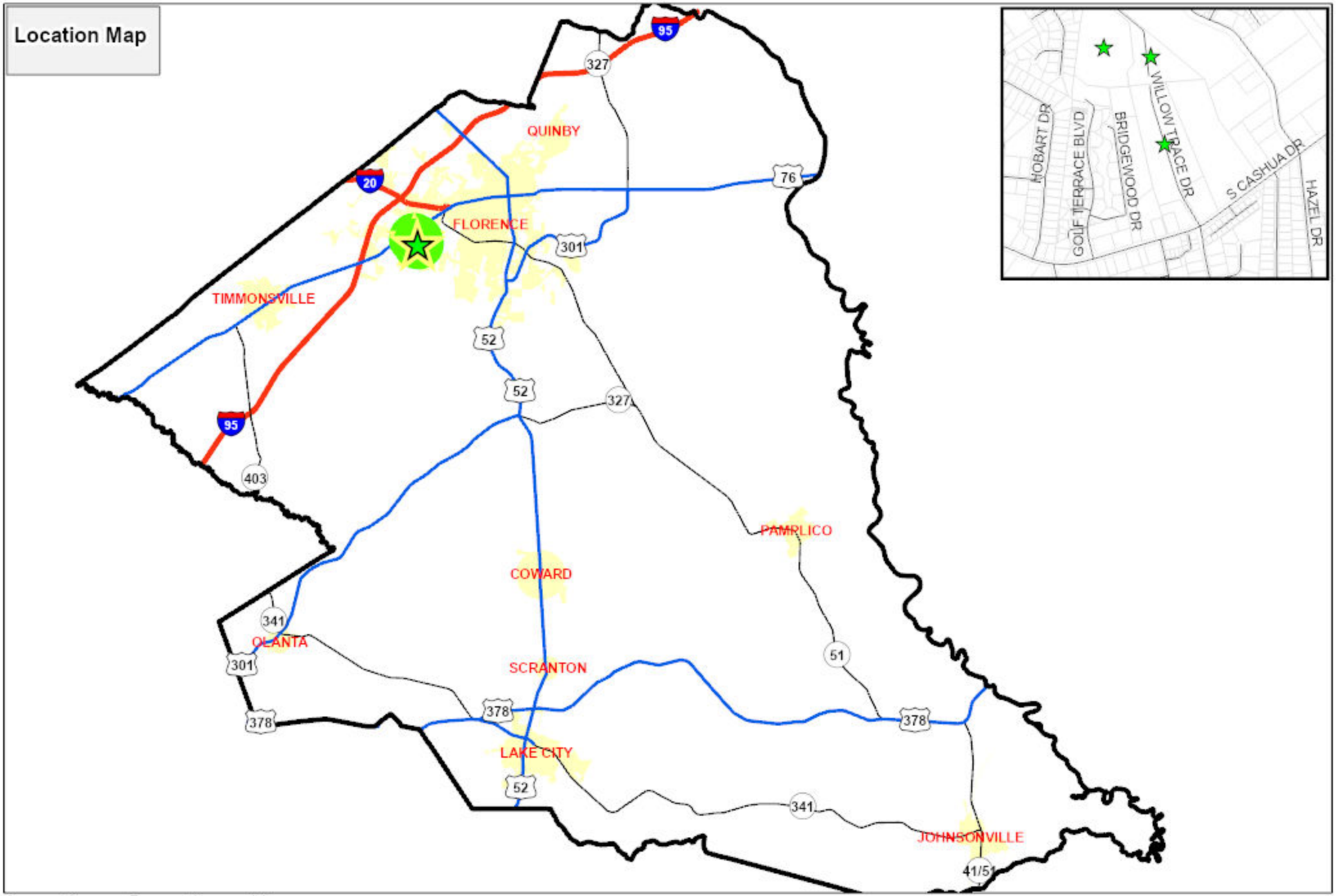
SUBJECT:	Map Amendment Requested By Florence County To Change The Zoning Designation For Properties In Group Seven Of The Highway 76 Gateway Study From Unzoned. This Amendment Shall Apply To The Following Properties As They Are Reflected On The Tax Maps As:
LOCATION:	The Highway 76 Gateway Study
TAX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

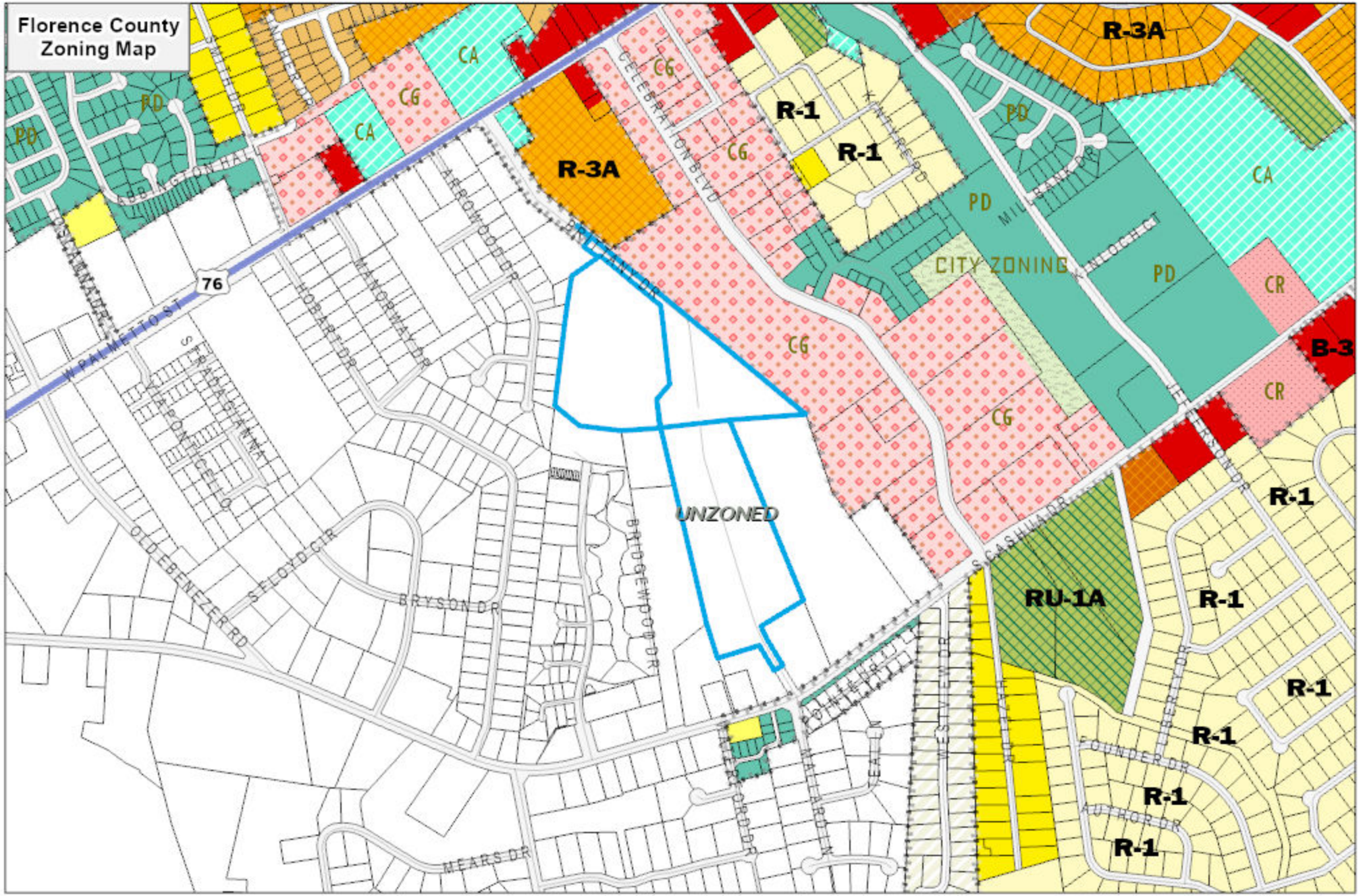
STAFF ANALYSIS:

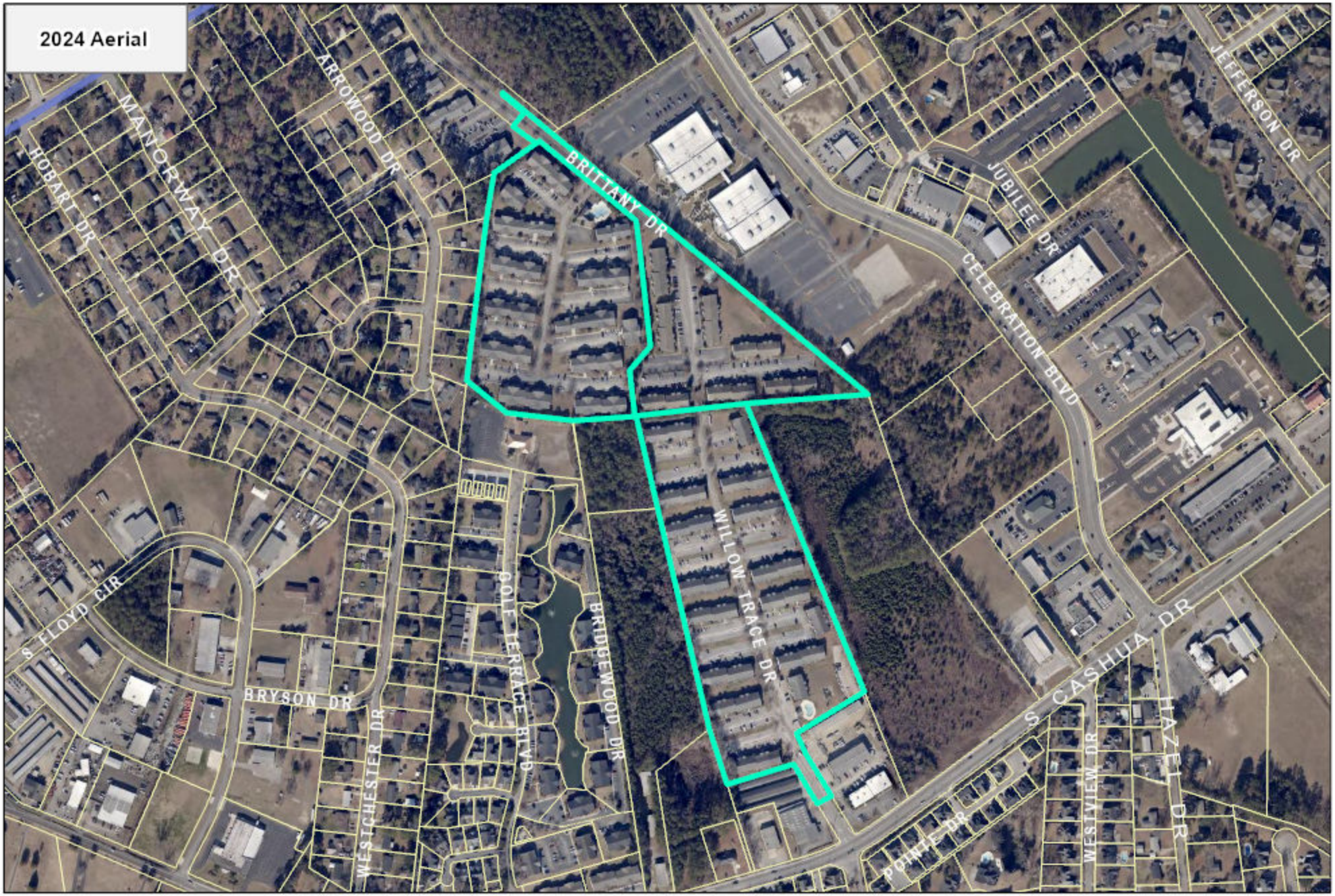
1. Existing Land Use and Zoning:
   The subject properties are currently unzoned with current uses consisting of residential.
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **R-5A, Multi-Family Residential District**.
3. Surrounding Land Use and Zoning:
   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, February 19, 2026

AGENDA ITEM: Ordinance No. 34-2025/26
Third 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 November 1,
Committee Referral	: N/A	2025 (PC) and November
County Council Public Hearing	: N/A	13, 2025 (PC).
Second Reading	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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:

_____
Jerry Yarborough, Jr., 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.

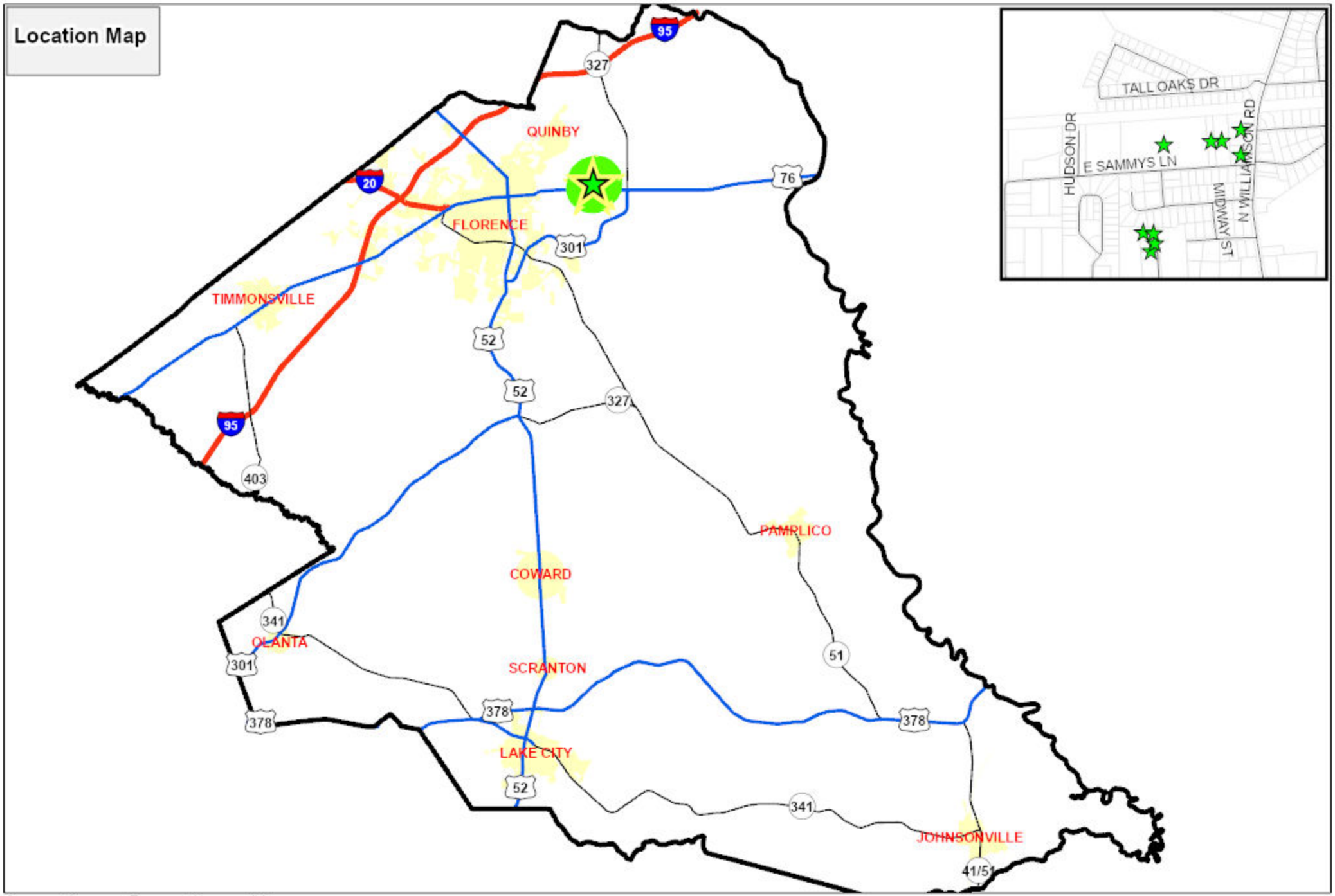
2. Proposed Land Use and Zoning:
   The proposed zoning recommendation for the subject properties is **MR, Lower Density Mixed-Residential District**.

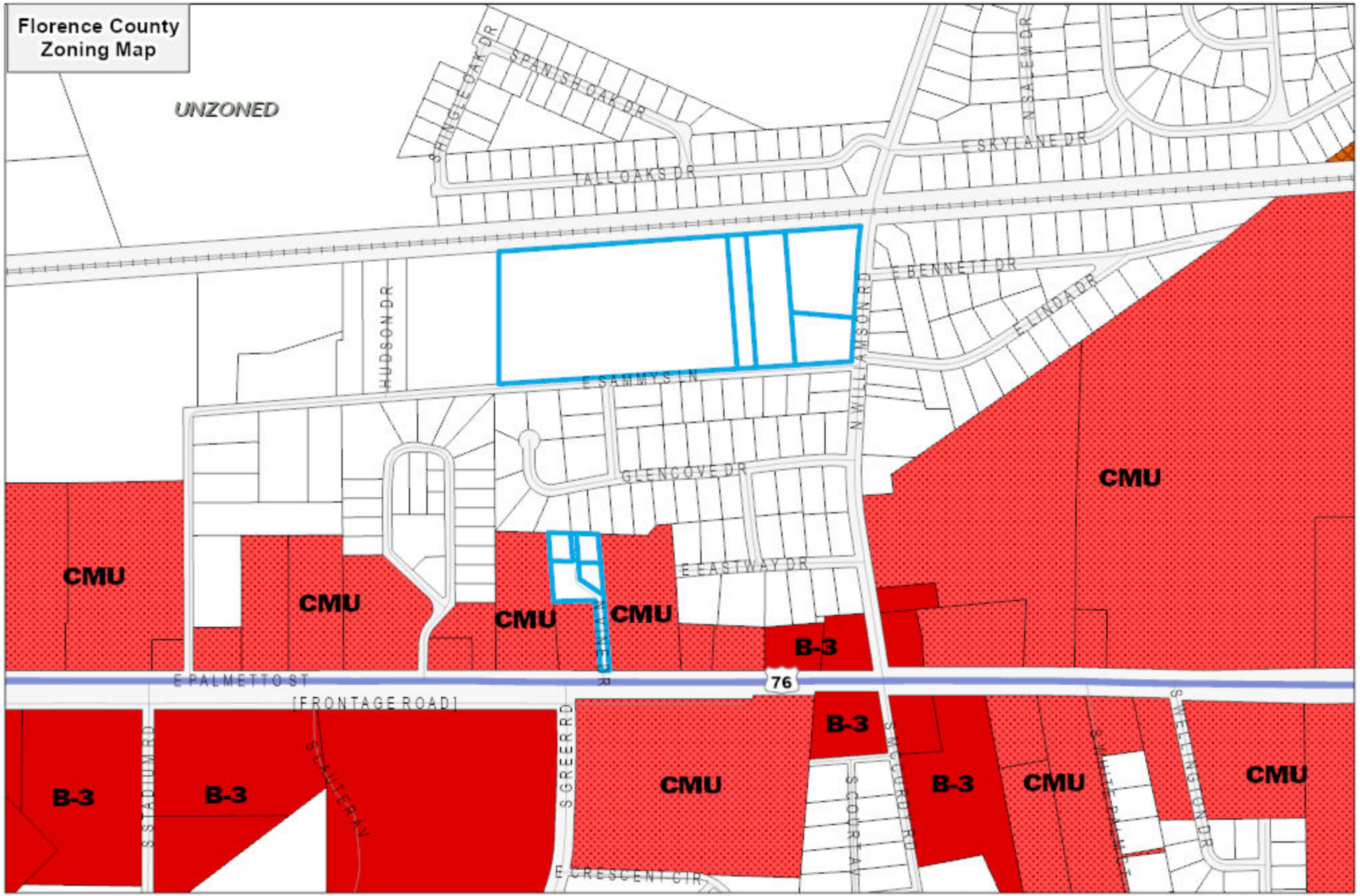
3. Surrounding Land Use and Zoning:
   All surrounding properties are presently unzoned, CMU, or pending Council County's approval for a R-2, Single-Family Residential District zoning designation.

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, February 19, 2026

AGENDA ITEM: Ordinance No. 35-2025/26
Third 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 November 1,
Committee Referral	: N/A	2025 (PC) and November
County Council Public Hearing	: N/A	13, 2025 (PC).
Second Reading	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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:

_____
Jerry Yarborough, Jr., 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:

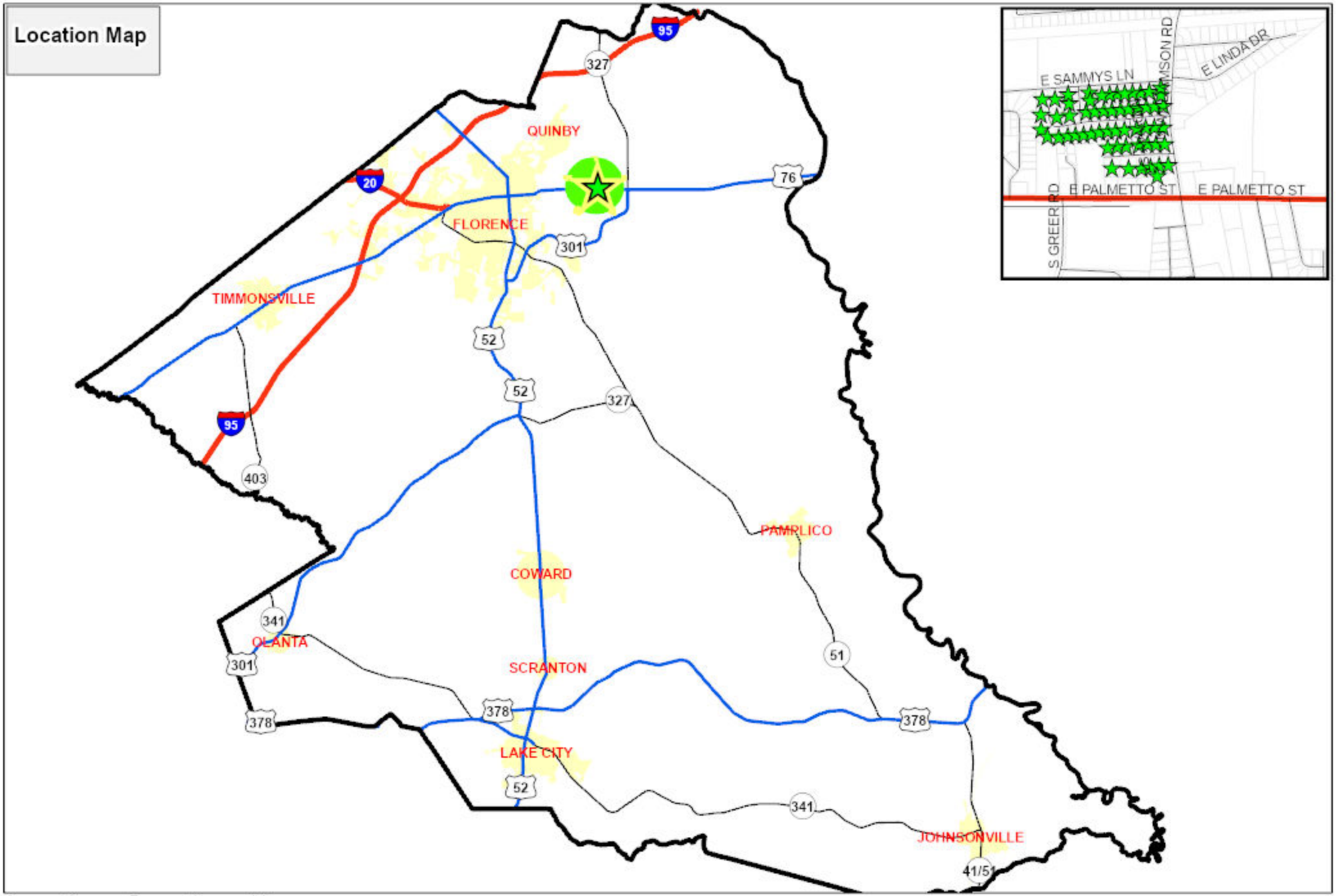
The proposed zoning recommendation for the subject properties is **R-2, Single-Family Residential District**.

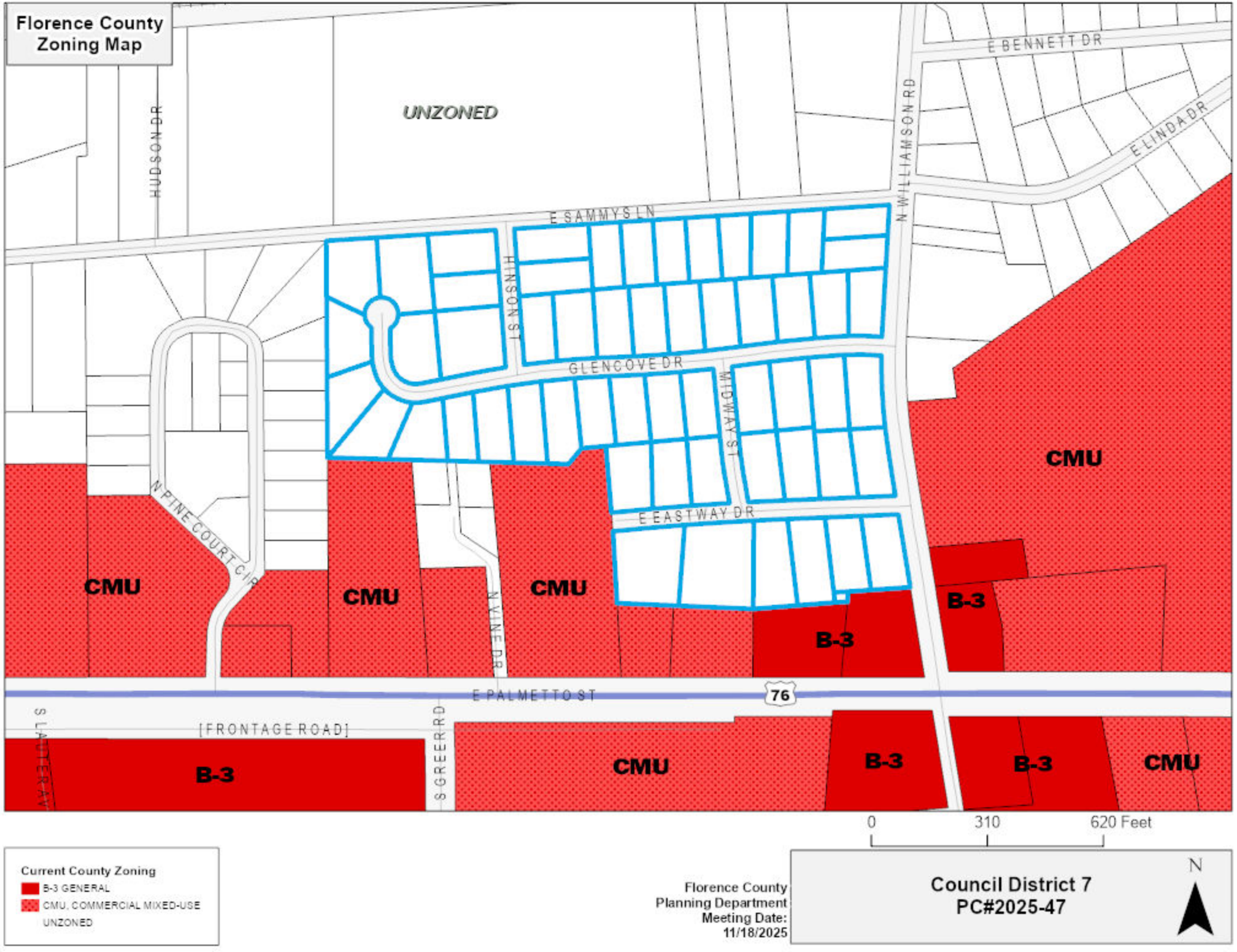
3. Surrounding Land Use and Zoning:
   All surrounding properties are either unzoned, CMU, or B-3.

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, February 19, 2026

AGENDA ITEM: Ordinance No. 36-2025/26
Third 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 November 13,
Committee Referral	: N/A	2025 (PC).
County Council Public Hearing	: N/A	
Second Reading	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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

_____
Jerry Yarborough, Jr., 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

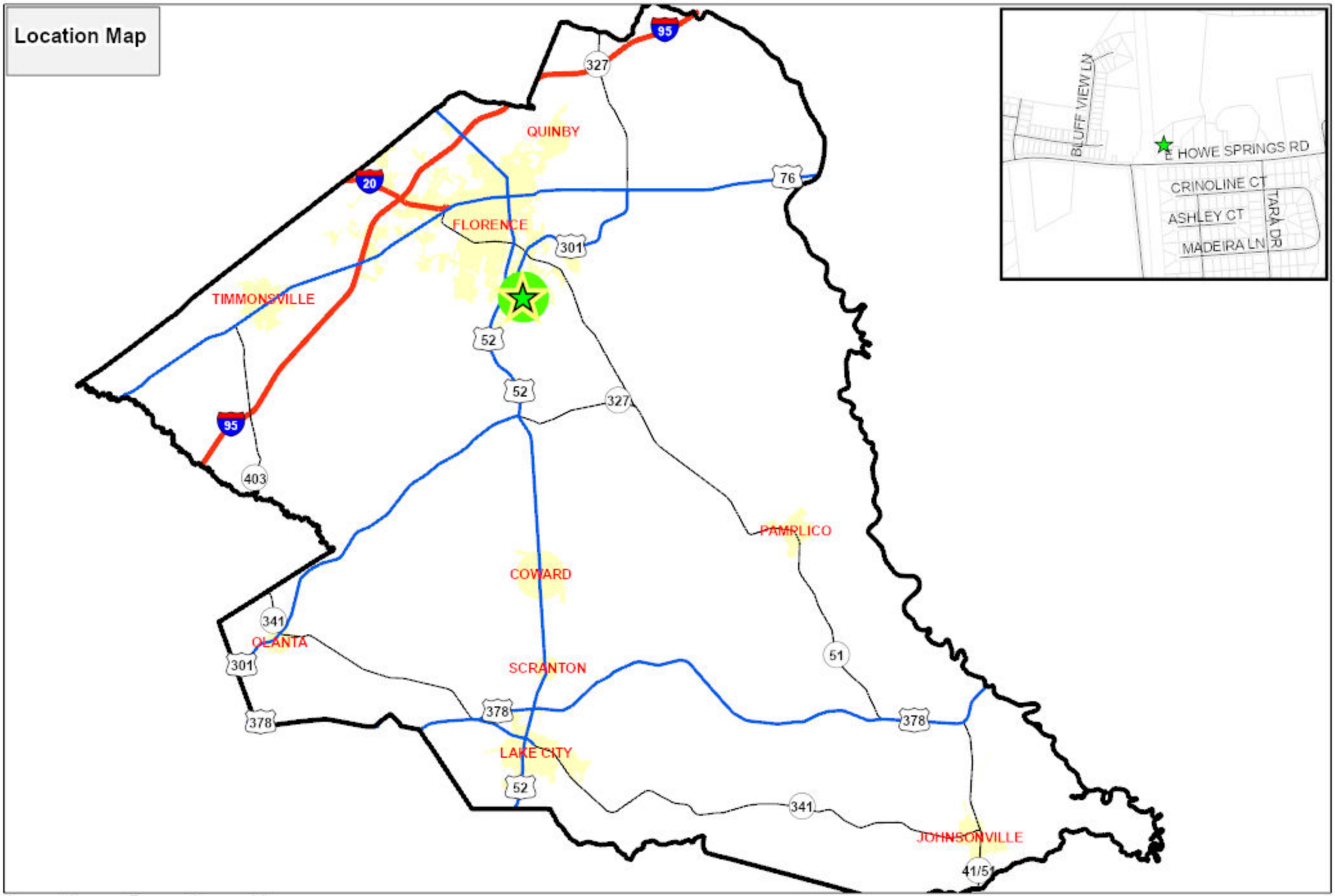
4. Transportation Access and Circulation:
   Present access to the property is by the way of E. Howe Springs Road, Florence, SC.

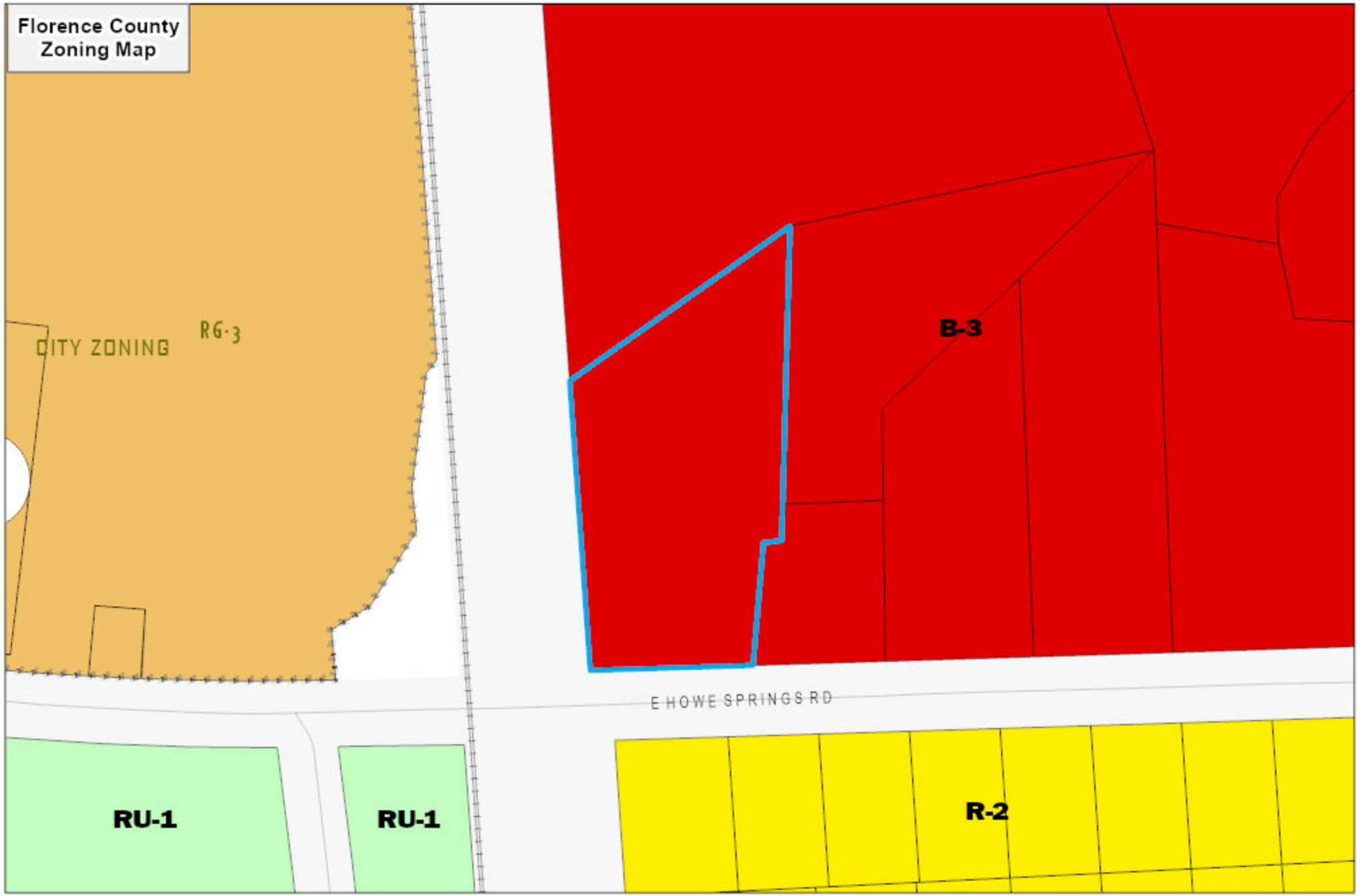
5. Traffic Review:
   The rezoning of this property from B-3, General Commercial District to RU-1, Rural Community District should have minimum impact on traffic.

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, February 19, 2026

AGENDA ITEM: Ordinance No. 37-2025/26
Third 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
2. 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 September 6, 2025 (PC),
Committee Referral	: N/A	November 1, 2025 (PC) and
County Council Public Hearing	: N/A	November 13, 2025 (PC).
Second Reading	: January 15, 2026	
Third Reading	: February 19, 2026	
Effective Date	: Immediately	

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

_____
Jerry Yarborough, Jr., 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
FEBRUARY 19, 2026

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
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.**

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. Provide an alternate directive.

ATTACHMENTS:
A copy of the proposed Ordinance for Third Reading.

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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. 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

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Ordinance No. 40-2025/26 Third 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 Third Reading.
2. A copy of the Amended And Restated Base Lease.
3. A copy of the Second Amendment Facilities Agreement.
4. A copy of the Second Supplemental Trust Agreement.

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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.

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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

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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.

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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	
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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

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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 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 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, 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. 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 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 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 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 principal 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 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: _____

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 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.

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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
FEBRUARY 19, 2026

AGENDA ITEM: Ordinance No. 41-2025/26 By Title Only

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
An Ordinance To Create The Florence City-County Convention And Visitors Commission To Provide For The Operation Of The Florence Convention And Visitors Bureau To Include Provisions For Commission Organization And Funding And Other Matters Related Thereto.

ATTACHMENTS:
A copy of the proposed Ordinance for introduction.

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Sponsor(s)	:	
First Reading/Introduction	: February 19, 2026	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	:	
Public Hearing	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 41-2025/26

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance To Create The Florence City-County Convention And Visitors Commission To Provide For The Operation Of The Florence Convention And Visitors Bureau To Include Provisions For Commission Organization And Funding And Other Matters Related Thereto.

DRAFT

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Reports To Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:
Monthly Financial Reports Are Provided To Council For Fiscal Year 2026 Through December 31, 2025, As An Item For The Record.

ATTACHMENTS:
A copy of the Financial Reports.

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FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY26
07/01/25 TO 12/31/25

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	64,896,321	53,913,770	10,982,551	16.92%
Licenses & Permits	2,242,750	634,560	1,608,190	71.71%
Fines & Fees	2,805,500	1,444,040	1,361,460	48.53%
Intergovernmental	8,678,783	2,852,743	5,826,040	67.13%
Sales and Other Functional	11,480,300	4,640,630	6,839,670	59.58%
Miscellaneous	5,713,500	187,456	5,526,044	96.72%
Operating Transfers	(553,150)		(553,150)	100.00%
Use of Fund Balance	3,443,996	-	3,443,996	
TOTAL	98,708,000	63,673,198	35,034,802	35.49%

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT	% share of total
	EXPENDITURES					
10-411-401	County Council	466,811	208,209	258,602	55.40%	0.47%
10-411-402	Administrator	1,550,112	697,609	852,503	55.00%	1.57%
10-411-403	Clerk of Court	2,016,690	936,243	1,080,447	53.58%	2.04%
10-411-404	Solicitor	2,351,916	833,173	1,518,743	64.57%	2.38%
10-411-405	Judge of Probate	943,320	480,149	463,171	49.10%	0.96%
10-411-406	Public Defender	1,447,035	628,543	818,492	56.56%	1.47%
10-411-407	Magistrates	3,219,312	1,444,132	1,775,180	55.14%	3.26%
10-411-408	Master In Equity	321,015	154,336	166,679	51.92%	0.33%
10-411-409	Legal Services	112,000	71,858	40,142	35.84%	0.11%
10-411-410	Voter Registration & Elections	1,571,457	587,208	984,249	62.63%	1.59%
10-411-411	Finance	1,310,445	574,776	735,669	56.14%	1.33%
10-411-412	Human Resources	778,528	306,018	472,510	60.69%	0.79%
10-411-413	Procurement & Vehicle Maintenance	2,456,350	1,286,809	1,169,541	47.61%	2.49%
10-411-414	Administrative Services	579,064	285,475	293,589	50.70%	0.59%
10-411-415	Treasurer	1,692,828	761,379	931,449	55.02%	1.71%
10-411-416	Auditor	808,122	401,986	406,136	50.26%	0.82%
10-411-417	Tax Assessor	1,889,023	829,793	1,059,230	56.07%	1.91%
10-411-418	Planning and Building	2,401,746	1,528,050	873,696	36.38%	2.43%
10-411-420	Facilities Management	3,558,480	1,736,965	1,821,515	51.19%	3.61%
10-411-427	Information Technology	4,299,118	2,396,575	1,902,543	44.25%	4.36%
10-411-430	Register of Deeds	529,710	247,244	282,466	53.32%	0.54%
10-411-446	Veteran's Affairs	406,794	175,614	231,180	56.83%	0.41%
10-411-450	Risk Management	194,550	85,042	109,508	56.29%	0.20%
10-411-480	Lake City Senior Citizens Center	160,500	39,864	120,636	75.16%	0.16%
10-411-482	Energy Savings Lease	490,583	229,606	260,977	53.20%	0.50%
10-411-485	General Direct Assistance	846,617	358,668	487,949	57.64%	0.86%
10-411-488	Contingency	653,346	82,455	570,891	87.38%	0.66%
10-411-489	Employee Non-Departmental	661,739	235,049	426,690	64.48%	0.67%
10-421-421	Sheriff's Office	30,450,848	15,176,947	15,273,901	50.16%	30.85%
10-421-422	Emergency Management	5,493,393	2,908,381	2,585,012	47.06%	5.57%
10-451-423	EMS	10,988,216	6,113,914	4,874,302	44.36%	11.13%
10-451-424	Rescue Squads	1,124,359	432,083	692,276	61.57%	1.14%
10-451-425	Coroner	660,679	371,349	289,330	43.79%	0.67%
10-451-429	On-Site Clinic	290,000	80,517	209,483	72.24%	0.29%
10-451-441	Health Department	77,014	57,898	19,116	24.82%	0.08%
10-451-442	Environmental Services	1,353,725	440,831	912,894	67.44%	1.37%
10-451-485	Health Direct Assistance	34,987	-	34,987	100.00%	0.04%
10-461-485	Welfare - MIAP & DSS	339,601	34,550	305,051	89.83%	0.34%
10-471-451	Recreation	5,090,959	2,905,973	2,184,986	42.92%	5.16%
10-471-455	County Library	5,082,008	2,415,615			5.15%
10-481-485	Literacy Council	5,000	1,250			0.01%
	TOTAL	98,708,000	48,542,136			100.00%

Percent of Fiscal Year Remaining = 50.00%

FLORENCE COUNTY GOVERNMENT
UNIFIED FIRE DISTRICT FUND
REVENUE & EXPENDITURE REPORT FY26
07/01/25 TO 12/31/25

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	6,900,000	6,221,523	678,477	9.83%
Fines & Fees	1,720,000	811,977	908,023	52.79%
Miscellaneous	405,880	11,054	394,826	0.00%
Operating Transfers	(38,000)	-	(38,000)	100.00%
Use of Fund Balance	292,063	-	292,063	100.00%
TOTAL	9,279,943	7,044,555	2,235,388	24.09%

		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	926,426	989,013	51.63%	20.64%
37-451-428-120	Windy Hill Fire Department	1,599,103	716,305	882,798	55.21%	17.23%
37-451-428-130	Howe Springs Fire Department	1,214,442	629,656	584,786	48.15%	13.09%
37-451-428-200	Hannah/Salem Fire Department	734,583	286,525	448,058	60.99%	7.92%
37-451-428-330	Olanta Fire Department	553,658	305,354	248,304	44.85%	5.97%
37-451-428-400	Sardis Timmonsville Fire Department	639,869	278,955	360,914	56.40%	6.90%
37-451-428-500	Johnsonville Fire Department	830,265	438,759	391,506	47.15%	8.95%
37-451-428-800	Non-Departmental	1,047,473	954,986	92,487	8.83%	11.29%
37-451-428-900	Administration	745,111	642,977	102,134	13.71%	8.03%
	TOTAL	9,279,943	5,179,944	4,099,999	44.18%	100.00%
			Percent of Fiscal Year Remaining		50.00%	

FLORENCE COUNTY
REVENUE & EXPENDITURE REPORT FY26
07/01/25 TO 12/31/25

		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	$ 3,400,410	$ 3,215,365	49%	$ 7,312,075	$ 5,654,114	$ 1,657,961	23%
112	Economic Development Partnership Fund	$ 1,114,151	$ 407,812	$ 706,339	63%	$ 998,682	$ -	$ 998,682	100%
123	Local Accommodations Tax Fund	$ 4,045,102	$ 2,105,123	$ 1,939,979	48%	$ 4,636,093	$ 1,089,209	$ 3,546,884	77%
124	Local Hospitality Tax Fund	$ 3,486,712	$ 2,281,089	$ 1,205,623	35%	$ 3,213,368	$ 1,294,235	$ 1,919,133	60%
131	District Utility Allocation Fund	$ 131,165	$ -	$ 131,165	100%	$ 131,165	$ -	$ 131,165	100%
132	District Infrastructure Allocation Fund	$ 2,818,121	$ 296,541	$ 2,521,580	89%	$ 2,818,121	$ -	$ 2,818,121	100%
151	Law Library Fund	$ 28,366	$ 18,330	$ 10,036	35%	$ 28,366	$ 13,481	$ 14,885	52%
153	Road System Maintenance Fee Fund	$ 5,319,582	$ 2,105,486	$ 3,214,096	60%	$ 4,180,330	$ 1,728,921	$ 2,451,409	59%
154	Victim/Witness Assistance Fund	$ 273,542	$ 128,574	$ 144,968	53%	$ 160,000	$ 27,565	$ 132,435	83%
421	Landfill Fund	$ 7,591,554	$ 3,266,889	$ 4,324,665	57%	$ 7,273,816	$ 4,380,264	$ 2,893,552	40%
431	E911 System Fund	$ 1,030,115	$ 590,788	$ 439,327	43%	$ 1,101,000	$ 827,163	$ 273,837	25%
	TOTALS:	32,454,185	14,601,042	17,853,143	55%	31,853,016	15,014,952	16,838,064	53%

Percent of Fiscal Year Remaining:58.34% 50%

Percent of Fiscal Year Remaining =
#

Florence County Council
District Allocation Balances
Available Balances as of 12/31/2025

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	12,888	194,878
	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 12/31/2025

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 12/31/2025	$ 3,164,936.78		
Ballfield lighting lease proceeds	$ 500,000.00		
Local contributions	$ 108,148.40		
Total available		$	146,328,153.34
Transfer funds back to General Fund	$ 604,500.00		
Expenditures through 12/31/2025	$ 145,677,323.34		
Outstanding purchase orders as of 12/31/2025	$ 46,330.00		
Total expended/committed		$	146,328,153.34
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 12/31/2025	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	12/31/2025	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	
		12/31/2025					$ 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 12/31/2025	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 12/31/2025	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 12/31/2025	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.	Aclline 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 12/31/2025	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 12/31/2025	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	$ 46,330.00
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 12/31/2025	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 12/31/2025	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 12/31/2025	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 12/31/2025	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 12/31/2025	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 12/31/2025	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 12/31/2025	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	$ 46,330.00

Florence County
CPST #3 Summary
12/31/2025

Bond proceeds		$ 120,000,000.00	
Interest earnings	12/31/2025	$ 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	12/31/2025	$95,784,785.06	
Total expended			$ 95,784,785.06
Total remaining			$ 48,919,232.02
Outstanding purchase orders as of	12/31/2025	$7,140,208.75	
Total committed			$ 7,140,208.75
Total remaining with committments			$ 41,779,023.27

* 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 12/31/2025	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	1,311,696.70	472,711.53
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		2,169,978.86	362,031.93
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 12/31/2025		O/S Purchase Orders
		II. Municipal Improvements							
30	Intersection Improvements	City of Florence	Darlington Street and Lucas Street		4,100,000.00	4,100,000.00	40,028.00		
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				193,705.40		
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				258,996.49		
36	Road Resurfacing	City of Florence	Mortimer Street				584.84		
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				3,446.41		
40	Road Resurfacing	City of Florence	Harmony Street				5,107.01		
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				1,070.82		
45	Road Resurfacing	City of Florence	Cameron Lane				139,256.09		
46	Road Resurfacing	City of Florence	N. Dargan Street				242,280.12		
47	Road Resurfacing	City of Florence	Rebecca Street				164,064.20		
48	Road Resurfacing	City of Florence	Walden Street				51,435.44		
49	Road Resurfacing	City of Florence	Williams Boulevard				72.44		
50	Road Resurfacing	City of Florence	Cheryl Court				41,842.99		
51	Road Resurfacing	City of Florence	Earl Court				33,739.04		
52	Road Resurfacing	City of Florence	Lester Avenue				158,110.24		
53	Road Resurfacing	City of Florence	Tallulah Street						
54	Road Resurfacing	City of Florence	Harrell Street				149.72		
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				201,899.61		
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
							12/31/2025		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				294,534.75		
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				238,692.42		
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				724.87		
104	Road Resurfacing	City of Florence	McFarland Street						
105	Road Resurfacing	City of Florence	N. Guerry Street				807.24		
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				329.48		
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				345,328.65		
113	Road Resurfacing	City of Florence	Blass Drive				174,559.89		
114	Road Resurfacing	City of Florence	Sanborn Street				202.84		
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				79,043.49		
118	Road Resurfacing	City of Florence	Orange Circle				1,210.86		

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							12/31/2025		Orders
119	Road Resurfacing	City of Florence	Gregg Avenue				50,918.37		
120	Road Resurfacing	City of Florence	Aaron Circle				2,495.85		
121	Road Resurfacing	City of Florence	Byrd Lane				807.24		
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				864.90		
125	Road Resurfacing	City of Florence	W. Cheves Street				89,783.13		
126	Road Resurfacing	City of Florence	Jebaily Circle						
127	Road Resurfacing	City of Florence	Kent Circle				212.66		
128	Road Resurfacing	City of Florence	Sheffield Drive				213,128.08		
129	Road Resurfacing	City of Florence	Marion Avenue				2,225.86		
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				69,958.82		
135	Road Resurfacing	City of Florence	Creamoor Lane				130,159.79		
136	Road Resurfacing	City of Florence	Elderberry Drive				1,382.30		
137	Road Resurfacing	City of Florence	Inverness Drive				1,630.41		
138	Road Resurfacing	City of Florence	Lazar Place				4,253.24		
139	Road Resurfacing	City of Florence	Loquat Drive				1,240.53		
140	Road Resurfacing	City of Florence	Queensferry Road				123,904.47		
141	Road Resurfacing	City of Florence	Silverton Street				133,798.31		
142	Road Resurfacing	City of Florence	Sumac Drive				1,169.64		
143	Road Resurfacing	City of Florence	Viburnum Drive				673.41		
144	Road Resurfacing	City of Florence	Wellesly Court				38,204.46		
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				1,332.28		
149	Road Resurfacing	City of Florence	Chaucer Drive				3,365.75		
150	Road Resurfacing	City of Florence	Cloisters Drive						
151	Road Resurfacing	City of Florence	Damon Drive				6,778.25		
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				344.76		
161	Road Resurfacing	City of Florence	Ralston						
162	Road Resurfacing	City of Florence	Sidney Avenue						
163	Road Resurfacing	City of Florence	St. Christopher Court				303.85		
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
							12/31/2025		Orders
166	Road Resurfacing	City of Florence	Berkeley Avenue						
167	Road Resurfacing	City of Florence	Brigadoone Lane				9,215.36		
168	Road Resurfacing	City of Florence	Canterbury Road				2,055.73		
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				36,550.59		
172	Road Resurfacing	City of Florence	Highgate Street				142,233.06		
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				1,814.72		
176	Road Resurfacing	City of Florence	Rutledge Avenue						
177	Road Resurfacing	City of Florence	Stratford Circle						
178	Road Resurfacing	City of Florence	Windsor Road				751.41		
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				233.73		
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				2,921.66		
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				1,951.67		
189	Road Resurfacing	City of Florence	Tudor Lane				350.60		
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				266,837.00		
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 12/31/2025	O/S Purchase Orders
213	Road Resurfacing	City of Florence	West Gate Pointe					
214	Road Resurfacing	City of Florence	S. Dargan Street				1,242,981.10	
215	Road Resurfacing	City of Florence	Trade Court					
216	Road Resurfacing	City of Florence	Crown Circle				864.90	
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		356,186.08	29,507.92
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 12/31/2025	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		55,600.59	
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	98,340.96
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 12/31/2025		O/S Purchase 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				279,248.35		295,191.65
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
							12/31/2025	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
							12/31/2025		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				980,866.65		83,279.35
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 12/31/2025		O/S Purchase Orders
394			W Robinson Court						
395			Minus Lane				68,550.00		
396			Deer Road Water Extension				292,604.10		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	247,927.85		123,278.15
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				385,120.76		181,319.24
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 12/31/2025		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				360,005.52		188,434.48
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				35,000.00		17,375.30
477			Walnut Street				35,000.00		91,580.76
478			Clyde Street				22,007.48		16,746.50

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							12/31/2025		Orders
479			E Evans Street				35,000.00		137,872.49
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				462,684.11		80,755.89
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				296,924.30		258,268.20
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 12/31/2025		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				346,749.25		214,190.75
			Total CPST III Projects		$141,731,288.66	$137,795,128.00	$95,784,785.06		$7,140,208.75

CAPITAL PROJECT SALES TAX #3									
DETAIL EXPENDITURES									
Project	Type	Entity	Project Description	Location	Approved Funds	Division Totals	Expended as of		O/S Purchase
							12/31/2025		Orders
							($1,666,443.43)		

FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Report to Council

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

The Sheriff is requesting to amend the Sheriff's Office Recruitment & Referral Bonus program.

POINTS TO CONSIDER:

1. This program will **NOT** require additional funding. The proposed bonus program will be funded from current year salary savings.
2. This program will provide $5,000 sign on bonus for new **SC CERTIFIED** Deputies. Bonus will be paid at identified benchmarks ($1,500/$1,500/$2,000) as documented in the attached agreement.
3. This program will also incentivize current employees to recruit new employees by providing a one-time $350 bonus for each new SC CERTIFIED Deputies hired.
4. The required signed agreement allows for recovery of funds if employee fails to maintain employment for a minimum of 24 months.
5. The $5,000 Sign on Bonus will only be for **SC Certified Officers**. The current Sign on Bonus will continue for Non-Certified Officers.
6. Hiring a SC certified officer eliminates at a minimum the first 20-26 weeks of training.
7. This proposed Sign On Bonus will be more competitive since other SC agencies have increased their sign on bonus programs ranging up to $10,000. SCHP $10,000, Columbia PD $5,000, Lexington PD $3,000, N. Charleston PD $7,000, Dorchester County Detention $5,000, Hardeeville PD $2,500, Spartanburg Sheriff's $5k.

FUNDING FACTORS:

1. none

OPTIONS:

1. ***(Recommended)*** Approve the Officer Recruitment & Referral Bonus program.
2. Provide alternative instructions.

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FLORENCE COUNTY SHERIFF'S OFFICE

CLASS I CERTIFIED OFFICER

RECRUITMENT & REFERRAL BONUS PROGRAM

This recruitment bonus agreement is made by and between the Florence County Sheriff's Office ("FCSO") and

_____ hereinafter called "Employee".
Print or type full payroll name of employee

Terms & Conditions

The FCSO and a Qualified Full-Time Deputy/Corrections Officer Employee in accordance with the agency personnel policy mutually agree to the following:

1. This agreement begins on the first day of Full-Time employment with the FCSO.
2. The FCSO agrees to pay the Employee a one-time recruitment bonus package as outlined below:
    a. $1,500.00 (fifteen hundred dollars & 00/100) payable within the first two weeks of employment.
    b. $1,500.00 (fifteen hundred dollars & 00/100) payable upon successful completion of FTO training.
    c. $2,000.00 (two thousand dollars & 00/100) payable upon successful completion of the employee's probation period.
3. All payment amounts listed in 2a, 2b and 2c above are after tax "net" payments.
4. Employee agrees to remain employed with the FCSO as a SCCJA certified Deputy or Corrections Officer for a minimum of 24 months from the Employee's date of hire. For the purpose of this agreement, a "month" includes the first and last workday of a month. Leave without pay for an entire calendar month does not qualify as completed service time for receiving credit and attaining 24 months of service as required in this agreement.
5. If employment is separated for any reason within the first 12 months of this agreement, Employee agrees to refund the FCSO the full amount of the bonus paid to the Employee pursuant to this agreement. Employee further agrees that any amount due to be refunded to the FCSO may be withheld from Employee's final pay check. If Employee is separated for any reason after 12 months of the employee's date of hire, but less than 24 months, Employee agrees to refund a prorated amount based on the remaining uncompleted service months. The amount is calculated by dividing the bonus amount by 24 then multiplying by the number of uncompleted months.
6. Participation in the agreement is strictly voluntary and Employee will receive no monetary or other compensation in relation to the agreement other than the amount specified herein.
7. This agreement takes precedence over any other written or verbal communication concerning the amount, terms, eligibility or any other condition concerning this agreement.
8. Employee is granted no rights or privileges not specified in this agreement above those granted to other FCSO employees. Continued employment with the FCSO is subject to the same policies and employment practices that govern all FCSO employees.
9. This agreement is not intended to affect or alter the legal nature of employee's status as an "at-will" employee. FCSO has and will continue to have throughout the agreement period the right to terminate Employee for any legally permissible reason.
10. The bonus payment is subject to Federal Insurance Contribution Act rate and federal income tax withholding.

11. Current Florence County employees, who recruit and refers a candidate for employment will be paid a one-time payment of $350.00 (three hundred fifty dollars & 00/100) as a "Recruitment & referral bonus" once said candidate successfully completes all pre-employment phases, accepts employment offer and then completes their first ninety days of employment.
12. ELIGIBILITY
    a. Only FCSO Full-Time positions qualify for the "Officer Recruitment Bonus Program".
    b. Rehires who have previously received the "Officer Recruitment Bonus Program" are not eligible.
    c. Retirees must be separated for ninety days or longer to be eligible for the "Officer Recruitment Bonus Program".
    d. Current FCSO sworn employees are not eligible for the "Officer Recruitment Bonus Program".
    e. Current FCSO civilian employees applying for a sworn position are eligible for the "Officer Recruitment Bonus Program".
    f. Florence County Human Resources employees are not eligible for the "Recruitment & referral bonus".
    g. FCSO Command Staff personnel are not eligible for the "Recruitment & referral bonus".

IN WITNESS WHEREOF, the parties intending to be legally bound, have caused their proper and duly authorized signatures below.

On behalf of:
Florence County Sheriff's Office

Date:_____

_____
Signature

_____
Print Name

On behalf of:
Employee

Date:_____

_____
Signature

_____
Print Name

Employee recruited and referred by:

_____
Name

_____
Department

FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Declaration of one (1) Glock model 36 45 Caliber handgun as surplus property for the purpose of awarding it to an employee's family who died in the line of duty on October 3, 2018.

POINTS TO CONSIDER:

1. The Florence County Sheriff's Office is recommending that (1) Glock model 36 45 Caliber handgun, serial number VDN778, to be declared surplus.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.

FUNDING FACTORS:

1. $0=Costs of disposal

OPTIONS:

1. ***(Recommended)*** Declare one (1) Glock model 36 45 Caliber handgun as surplus property and award it accordingly.
2. Provide alternative instructions.

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FLORENCE COUNTY SHERIFF'S OFFICE
TJ JOYE, SHERIFF

January 28, 2026

Mr. Kevin Yokim
Florence County Administrator
180 N. Irby Street
Florence, SC 29501

Dear Mr. Yokim,

I have attached the County Council Fact Sheet requesting (1) one Glock model 36, 45 Caliber handgun serial #: VDN778 to be declared surplus for the purpose of awarding to an employee's family.

Farrah Turner began her career with the Florence County Sheriff's Office on August 26, 2006 as a Detention Deputy. In 2011 Farrah was promoted to the Sheriff's Patrol Bureau as a Deputy. In 2015, Farrah was promoted to Sheriff's Criminal Investigations Bureau and proudly served the Sheriff's Office and the citizens of Florence County until her untimely death on October 3, 2018.

Farrah died in the line of duty as a result of one of the most violent attacks on law enforcement in the history of the United States which occurred on October 3, 2018 in Florence County.

I believe this is a justified request and I would be glad to discuss this further if you have any questions.

Thank you.

TJ Joye

TJ Joye
Florence County Sheriff

FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Fire Rescue

ISSUE UNDER CONSIDERATION:

Council Is Requested To Authorize The Addition Of Six Battalion Chief Positions, Grade 34, and Three Assistant Chief Positions, Grade 37, For The Florence County Fire Rescue.

POINTS TO CONSIDER:

1. Florence County Fire Rescue is expanding in size and responsibilities, as we integrate the non-profit departments into the County.
2. With this growth, there is a clear need to enhance the leadership team to ensure effective administrative support and operational guidance in the field.
3. Positions will be funded from Fund 37 and will be budget-neutral.
4. The job descriptions for the Battalion Chief and Assistant Chief have been reviewed and approved by the HR Director.

OPTIONS:

1. Approve as presented ***(Recommended)***
2. Provide an alternative directive.

ATTACHMENT:

1. Letter to Deputy Administrator Mitch Fulmore

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Florence County Fire Rescue
180 N. Irby St.
Florence, SC 29501
Phone: (843) 292-1604
"It's not about me. It's about we"

January 26, 2026

Mitch Fulmore
1221 Justice Way
Effingham, SC 29541

Mitch,

Florence County Fire Rescue is growing in area and responsibilities, with the non-profit departments beginning to merge into the department. With growth comes the need for additional leadership to ensure continued support for administrative duties and operational leadership in the field. I am requesting approval to add (9) positions to Florence County Fire Rescue. These positions are (6) Battalion Chiefs and 3 Assistant Chiefs. Funding for these positions will be budget-neutral out of Fund 37.

If you have any questions, please do not hesitate to contact me.

Thank you,

William Dillon
Fire Chief

FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County EMS
Administration

ISSUE UNDER CONSIDERATION: Request Approval Of Agreement With Collins & Almers Architecture For Design Services For New Florence County EMS Station To Be Funded From Bond Funds Appropriated Through Ordinance 47-2024/25 And For The County Administrator To Execute An Agreement.

POINTS TO CONSIDER:

1) Collins & Almers Architecture is on the On-Call List of architectural firms approved by Council on June 15, 2023. Collins & Almers Architecture was selected by Administration and Florence County EMS.
2) Council approval includes authorization for the County Administrator to execute all associated documents and contract agreements to proceed, pending County Attorney review and approval.

FUNDING FACTORS:

Bond Funds Via Ordinance 47-2024/25.

OPTIONS:

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

ATTACHMENT:

Collins & Almers Agreement dated January 16, 2026.

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AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ninth day of January in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Florence County
Florence County Complex
180 N Irby Street MSC-R
Florence SC 29501

and the Architect:
(Name, legal status, address and other information)

Collins and Almers Architecture, LLC
PO Box 5807
Florence SC 29502
Telephone Number: (843) 292-9606

for the following Project:
(Name, location and detailed description)

EMS Station
New station (approximately 4,000 SF) and related site work
Energy Drive, Florence SC

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be developed through a joint effort between the Owner and the Architect.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New 4,000 SF EMS Station for Florence County.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated at approximately one million eighty thousand dollars ($1,080,000)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mitchell Fulmore
Florence County Deputy Administrator
1221 Justice Way
Effingham, SC 29541
Phone: (843) 317-5660 (office) / (843) 616-1080 (mobile)
Email: MFulmore@florenceco.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Unknown at time of execution.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

- Special inspections
- Surveying
- SWPPP inspections

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

M. Scott Collins
Collins and Almers Architecture
PO Box 5807
Florence SC 29502

Phone: (843) 687-3043 (mobile) / (843) 292-9606 (office)
Email: scollins@collinsandalmers.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Derrick Structural Engineering , LLC
Perry M. Derrick, PE
3050 Two Notch Road

Telephone Number: (803) 218-8193

.2 Mechanical Engineer:

MECA, Inc.
2330 Main Street
Columbia SC 29201
Telephone Number: (803) 765-9421

.3 Electrical Engineer:

GWA Electrical Engineers, Inc.
168 Laurelhurst Ave
Columbia SC 29210
Telephone Number: (803) 622-8338

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§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer:
Ervin Engineering Co., Inc.
341 W. Evans Street
Florence SC 29503

Telephone: (843) 662-4941

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- **.1** facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

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.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The

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Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable

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promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	

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§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineering

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Monthly ( ) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

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Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

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[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Eighty-six thousand four hundred dollars ($86,400.00). (Architect's Basic Services, Stipulated Sum was generated based on 8.0% of the Owner's budget for the Cost of the Work which is $1,080,000.)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Cost of the Civil Engineer to the Architect plus ten percent (10%). Civil engineering fees are as follows (based on Ervin Engineering's fee proposal dated December 30, 2025) - see Exhibit:
A. Preliminary Design: amount: $4,000 (+ $400) = $4,400
B. Detailed Design (including 1. Potable and Fire Protection Services; 2. Sewer Line Extension and Service; 3. Building Site Grading and Parking; and 4. Storm Drainage Calculations and Permitting): amount: $43,000 (+ $4,300) = $47,300

Total Civil Engineering fee (including Architect's 10%): amount: $51,700.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation to be negotiated prior to providing service.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category	Rate ($0.00)
M. Scott Collins	$175 per hour
Kevin J. Almers	$175 per hour
Robert "Nick" Gaddy	$125 per hour
David T. Bailey	$100 per hour
Donna Collins	$40 per hour
Engineering Consultants	$200 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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(Insert rate of monthly or annual interest agreed upon.)

% per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Ervin Engineering fee proposal dated December 30, 2025

This Agreement entered into as of the day and year first written above.

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OWNER (Signature)	**ARCHITECT** (Signature)
(Printed name and title)	M. Scott Collins, Manager *(Printed name, title, and license number, if required)*

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Additions and Deletions Report for
AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:41:44 ET on 01/07/2026.

PAGE 1

AGREEMENT made as of the ninth day of January in the year 2026

...

Florence County
Florence County Complex
180 N Irby Street MSC-R
Florence SC 29501

...

Collins and Almers Architecture, LLC
PO Box 5807
Florence SC 29502
Telephone Number: (843) 292-9606

...

EMS Station
New station (approximately 4,000 SF) and related site work
Energy Drive, Florence SC

PAGE 2

To be developed through a joint effort between the Owner and the Architect.

...

New 4,000 SF EMS Station for Florence County.

...

Estimated at approximately one million eighty thousand dollars ($1,080,000)

PAGE 3

Competitive bid.

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...

Not applicable.

...

Mitchell Fulmore
Florence County Deputy Administrator
1221 Justice Way
Effingham, SC 29541
Phone: (843) 317-5660 (office) / (843) 616-1080 (mobile)
Email: MFulmore@florenceco.org

...

Unknown at time of execution.

PAGE 4

.2 ~~Civil Engineer:~~

...

- Special inspections

...

- Surveying

...

- SWPPP inspections

...

M. Scott Collins
Collins and Almers Architecture
PO Box 5807
Florence SC 29502

Phone: (843) 687-3043 (mobile) / (843) 292-9606 (office)
Email: scollins@collinsandalmers.com

...

Derrick Structural Engineering , LLC

...

Perry M. Derrick, PE

...

3050 Two Notch Road

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...

Telephone Number: (803) 218-8193

...

MECA. Inc.

...

2330 Main Street

...

Columbia SC 29201

...

Telephone Number: (803) 765-9421

...

GWA Electrical Engineers. Inc.

...

168 Laurelhurst Ave

...

Columbia SC 29210

...

Telephone Number: (803) 622-8338

PAGE 5

Civil Engineer:
Ervin Engineering Co.. Inc.
341 W. Evans Street
Florence SC 29503

Telephone: (843) 662-4941

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013. Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013. Building Information Modeling and Digital Data Exhibit, and

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the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

PAGE 6

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

...

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella ~~policies~~ policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 12

§ 4.1.1.8 Civil engineering	Architect

...

Civil Engineering

PAGE 14

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

.2 Monthly ( ) visits to the site by the Architect during construction

...

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.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 20

Eighty-six thousand four hundred
dollars ($86,400.00). (Architect's Basic Services. Stipulated Sum was generated based on 8.0% of the Owner's budget for the Cost of the Work which is $1,080,000.)

PAGE 21

Cost of the Civil Engineer to the Architect plus ten percent (10%). Civil engineering fees are as follows (based on Er vin Engineering's fee proposal dated December 30, 2025) - see Exhibit:

...

A. Preliminary Design: amount: $4,000 (+ $400) = $4,400

...

B. Detailed Design (including 1. Potable and Fire Protection Services; 2. Sewer Line Extension and Service; 3. Building Site Grading and Parking; and 4. Storm Drainage Calculations and Permitting): amount: $43,000 (+ $4,300) = $47,300

Total Civil Engineering fee (including Architect's 10%): amount: $51,700.00
Compensation to be negotiated prior to providing service.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

...

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)

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PAGE 22

M. Scott Collins	$175 per hour
Kevin J. Almers	$175 per hour
Robert "Nick" Gaddy	$125 per hour
David T. Bailey	$100 per hour
Donna Collins	$40 per hour
Engineering Consultants	$200 per hour

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 23

% per annum

...

.2 AIA Document E203™–2013, Building Information Modeling ~~Exhibit, if completed:~~ and Digital Data Exhibit, dated as indicated below:

...

(Insert the date of the E203-2013 incorporated into this agreement.)

...

[X] Other Exhibits incorporated into this Agreement:

...

Ervin Engineering fee proposal dated December 30, 2025

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M. Scott Collins, Manager

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I, M. Scott Collins, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:41:44 ET on 01/07/2026 under Order No. 4104244936 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

M. Scott Collins

(Signed)

MANAGER

(Title)

16 JANUARY 2026

(Dated)

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FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Public Works
CPST Administration

ISSUES UNDER CONSIDERATION: Request For Council To Award Bid No. 20-25/26, Resurfacing Projects For Districts 1, 2, And Town of Timmonsville To Chipley Company, Inc. Of Florence, SC In The Amount Of $1,315,146.24 To Be Funded From CPSTIII and CPSTIIIA Funds ***(4 Compliant Bids).***

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on December 19, 2025. The bid opening was held on January 27, 2026.
2) Four (4) bids were received; four (4) bids were compliant. Chipley Company, Inc. is the lowest responsible, responsive bidder.
3) Steve Allen, Public Works Director, and Todd Warren, CPSTIII Program Administrator recommends awarding the bid to Chipley Company, Inc.
4) The bid expires April 27, 2026.

FUNDING FACTORS:

Timmonsville CPSTIII

N. Pickney St.	$188,066.52	338-441-435410-509703-3225
Fifth St.	$ 58,585.77	338-441-435410-509703-3227
Keith St.	$305,406.45	338-441-435410-509703-3228
E.Clifford St.	$239,158.60	338-441-435410-509703-3230
Bowman Cir.	$104,899.01	338-441-435410-509703-3231

District 1

S. Wallace St.	$273,143.02	338-441-436100-509702-3280

District 2

E. First Ave.	$145,886.87	339-441-436200-509702-0000-CPSTIIIA

OPTIONS:

1) Award Bid No. 20-25/26 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1) Bid Tabulation Sheet
2) Recommendation Letter From Davis & Floyd, CPSTIII Program Engineer
3) Recommendation Letter From Steve Allen, Public Works Director

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Florence County, South Carolina **Bid Opening Date: 1/27/2026**
Project: CPSTIII & CPSTIIIA Resurfacing Proj: District I, 2 and Town of Timmonsville **Time: 10:00 a.m.**

Tabulation for Bid No. 20-25/26

Name of Bidder	Bid Bond (Y/N)	Addendum No. 1 (Y/N)	Primary Bid**	Local 5% Deduction* $15,000 Maximum	Primary Bid w/Local Deduction
Chipley Company, Inc. - Florence, SC 29150	Y	Y	$1,332,477.51	-$66,623.88	$1,265,853.63
C.R. Jackson - Darlington, SC 29540	Y	Y	$1,665,138.48	N/A	$1,665,138.48
Palmetto Corp of Conway - Conway, SC 29526	Y	Y	$1,868,932.79	N/A	$1,868,932.79
Evans Pavement Services Inc. - Florence, SC 29502	Y	Y	$1,990,220.15	-$99,511.01	$1,890,709.14

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

February 1, 2026

Kevin Yokim
Florence County Administrator
180 N. Irby St.
Florence, SC 29501

Re: Recommendation for award of resurfacing Bid 20-25/26
D|F Job Number: 13896.00

Dear Mr. Yokim:

On January 27, 2026, four (4) bids on the referenced project were opened and read aloud. The bids have been reviewed. The lowest responsive, responsible bidder for the total Base Bid is Chipley Company of Florence, South Carolina, with a total Base Bid in the amount of $1,315,146.23

Based upon a review of their current licensing status with the State, we feel the low bidder is both qualified and competent in performing work associated with the project. Davis & Floyd hereby recommends that the project be awarded to Chipley Company in the amount of $$1,315,146.23 from the Capital Project Sales Tax III and IIIA Funds.

Please note that there was an error in Chipley Company Inc's bid that has been corrected in the attached bid tabulation. This error did not change the lowest responsive bidder.

Town of Timmonsville

N. Pickney St.	$ 188,066.52	338-441-435410-509703-3225
Fifth St	$ 58,585.77	338-441-435410-509703-3227
Keith St	$ 305,406.45	338-441-435410-509703-3228
E. Clifford St	$ 239,158.60	338-441-435410-509703-3230
Bowman Cir	$ 104,899.01	338-441-435410-509703-3231

District 1

S. Wallace St.	$ 273,143.02	338-441-436100-509702-3280

District 2

E. First Ave	$ 145,886.87	339-441-436200-509702-0000 – CPST III A
Total	$ 1,315,146.23	

J. Mike Simpson Jr., PE, PMP
Associate, Sr Project Manager

DAVIS & FLOYD
PLAN | DESIGN | ENGINEER

Tabulation of Bids Received
Bid Open Date: January 27, 2026
Project Name 20-25/26

I, Engineer Name, certify that this is a true and correct tabulation of bids received on Date.

S.C.P.E. REGISTRATION NO. 27032
DAVIS & FLOYD, INC.

				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4	
				Chipley Company, Inc 2021 W Sumter Florence SC 29501 843-662-2162 G-97504		C.R. Jackson Inc PO Box 521 Darlington, SS 29532 843-393-2837 CLG 12195		Palmetto Corm of Conway PO Box 346 Conway, SC 29536 843-365-2156 CLG 14514		Evans Pavement Servoces Onc PO Box 3990 Florence, SC 29502 843-319-3753 G 115528	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1	NEC	$ 65,000.00	$65,000.00	$106,000.00	$106,000.00	$93,000.00	$93,000.00	$80,000.00	$80,000.00
6011000	TRAFFIC CONTROL	1	NEC	$ 56,000.00	$56,000.00	$125,250.00	$125,250.00	$268,755.00	$268,755.00	$30,000.00	$30,000.00
2091000	SEL. MAT. FOR SHOU. & SLOPES	236.09	CY	$ 39.00	$9,207.51	$162.00	$38,246.58	$104.90	$24,765.84	$50.00	$11,804.50
3063211	CEM.MOD. RECYC.BASE (6" UNIF)-METHOD A	3381.82	SY	$ 10.50	$35,509.11	$15.00	$50,727.30	$27.05	$91,478.23	$20.00	$67,636.40
3064000	PORT.CEM.FOR CEM.MOD.REC.BASE	76.1	TON	$ 250.00	$19,025.00	$191.25	$14,554.13	$250.00	$19,025.00	$1,200.00	$91,320.00
4011004	LIQUID ASPHALT BINDER PG64-22	242.05	TON	$ 805.00	$194,850.25	$575.00	$139,178.75	$670.00	$162,173.50	$560.00	$135,548.00
4012060	F.DEP.ASPH.PAV.PATCH-6" UNIF.	4332.82	SY	$ 65.50	$283,799.71	$74.00	$320,628.68	$65.00	$281,633.30	$100.00	$433,282.00
4013117	MILL. EXIST. ASPH. PVMT. 1.75"	6,276	SY	$ 4.05	$25,415.82	$5.50	$34,515.31	$3.55	$22,278.06	$5.00	$31,377.55
4013160	MILL. EXIST. ASPH. PVMT. 6.0"	420	SY	$ 17.00	$7,140.00	$4.50	$1,890.00	$20.45	$8,589.00	$8.00	$3,360.00
4013990	MILL.EXIST.ASPH.PVMT.-VARIABLE	16077.37	SY	$ 3.40	$54,663.06	$4.50	$72,348.17	$4.75	$76,367.51	$5.00	$80,386.85
4040340	ASPH.SURF.CR. TYPE C	3987.55	TON	$ 88.50	$352,898.18	$104.00	$414,705.20	$122.55	$488,674.25	$167.00	$665,920.85
4047220	DRIVEWAY PAVING-SURFACE TYPE C	452.18	TON	$ 120.00	$54,261.60	$225.00	$101,740.50	$260.00	$117,566.80	$300.00	$135,654.00
6051120	PERM.CONST.SIGNS(GRND.MNTD)	1128	SF	$ 10.00	$11,280.00	$5.65	$6,373.20	$5.85	$6,598.80	$50.00	$56,400.00
6240015	8"WH.SLD(CRSSWLK&CHANN)F.D.PNT	180	LF	$ 1.75	$315.00	$1.00	$180.00	$0.50	$90.00	$40.00	$7,200.00
6240025	24"WH.SLD.LNE-STOP/DIA-F.D.PNT	106	LF	$ 3.00	$318.00	$2.00	$212.00	$0.50	$53.00	$40.00	$4,240.00
6271015	8" WH. SLDLNES THERMO.-125 MIL	180	LF	$ 20.00	$3,600.00	$5.00	$900.00	$2.75	$495.00	$40.00	$7,200.00
6271025	24" WH SLDLNES THERMO-125 MIL.	106	LF	$ 28.00	$2,968.00	$12.00	$1,272.00	$8.25	$874.50	$40.00	$4,240.00
6280055	BIKE LANE SYM-PREF.THERM-60MIL	2	EA	$ 300.00	$600.00	$300.00	$600.00	$150.00	$300.00	$1,000.00	$2,000.00
6300005	PERM.CLR PAV.MARK MONO. 4"X 4"	30	EA	$ 30.00	$900.00	$18.00	$540.00	$10.00	$300.00	$20.00	$600.00
7196151	CATCH BASIN - TYPE 9(TOP ONLY)	10	EA	$ 950.00	$9,500.00	$3,600.00	$36,000.00	$3,100.00	$31,000.00	$2,000.00	$20,000.00
7197110	ADJUST CATCH BASIN	33	EA	$ 1,000.00	$33,000.00	$2,200.00	$72,600.00	$2,010.00	$66,330.00	$900.00	$29,700.00
7197120	ADJUST MANHOLE	20	EA	$ 1,025.00	$20,500.00	$2,200.00	$44,000.00	$1,715.00	$34,300.00	$900.00	$18,000.00
7197141	ADJ.UTILITY VALVE BOX W/COVER	4	EA	$ 300.00	$1,200.00	$2,200.00	$8,800.00	$450.00	$1,800.00	$200.00	$800.00
8100101	PERM. GRASSING FOR SMALL PROJ.	0.71	ACRE	$ 4,500.00	$3,195.00	$5,460.10	$3,876.67	$3,500.00	$2,485.00	$5,000.00	$3,550.00
	Contingency				$70,000.00		$70,000.00		$70,000.00		$70,000.00
	Total Base Bid				**$1,315,146.23**		**$1,665,138.48**		**$1,868,932.79**		**$1,990,220.15**

MEMORANDUM

TO: Nakeshia Wilkins,
Interim Procurement Director

FROM: Steven H. Allen – Director
Florence County Public Works

DATE: February 3, 2026

Re: Recommendation for award of resurfacing Bid 20-25/26

Dear Ms. Wilkins:

Bids were received on Jan. 27, 2026, for the above-referenced resurfacing project.
Based on a review of the bids, I recommend that the project be awarded to **Chipley Company** of Florence, South Carolina, with a total Base Bid in the amount of **$1,315,146.23**

Funding will be from the Capital Project Sales Tax III and IIIA Funds, with account numbers as listed below.

Town of Timmonsville

N. Pickney St.	$ 188,066.52	338-441-435410-509703-3225
Fifth St	$ 58,585.77	338-441-435410-509703-3227
Keith St	$ 305,406.45	338-441-435410-509703-3228
E. Clifford St	$ 239,158.60	338-441-435410-509703-3230
Bowman Cir	$ 104,899.01	338-441-435410-509703-3231

District 1

S. Wallace St.	$ 273,143.02	338-441-436100-509702-3280

District 2

E. First Ave	$ 145,886.87	339-441-436200-509702-0000 – CPST III A
Total	$ 1,315,146.23	

Please call if you have any questions regarding this award.

Steven H. Allen

Cc: Kevin Yokim – Florence County Administrator
Scott Tanner – Deputy Administrator
Shannon Munoz – Deputy Administrator

FLORENCE COUNTY COUNCIL
MEETING

FFebruary 19, 2026

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Grants

ISSUE UNDER CONSIDERATION: Request For Council To Approve Change Order Nine For Bid No. 52-23/24 With R.E. Goodson Construction Company, Inc. In The Amount Of $686,840.25 To Include Asphalt Surface Course Being Delayed Until Spring of 2026, Final Undercut And Replace Unsuitable Materials Encountered, Addition of Rolled Curb And Concrete Flumes Per FCEDP, Additional Paving Along North Williamson Road Per SCDOT, Revised Tie Out Grades, And Reconciliation Of Asphalt Intermediate Course Quantities To Be Funded From SCDOC Grant Funds. This Change Order Also Increases Contract Time For Substantial Completion From 544 To 724 Calendar Days.

POINTS TO CONSIDER:

1) The original contract with R.E. Goodson Construction Company for Phase IIA and Phase IIB Boulevard Road Improvements to serve Florence Global Technology Park was approved by Council on April 18, 2024, for $16,676,182.50.

2) On December 6, 2024, a change order (CO#1) for the Williamson Property curb cuts, storm drainage and pavement improvements at SC Highway 327 and the proposed Energy Drive intersection per SCDOT comments, and storm drainage revisions along Estate Road for the Dominion Energy natural gas line revision - a cost of $290,250.57 was added to the contract. This did not require council approval since it was under 20% of original contract amount. Therefore, increasing the contract to $16,966,433.07.

3) On January 17, 2025, a change order (CO#2) for additional traffic control for the SCDOT approved plan for the North Williamson Road Detour and the unsuitable material encounter, on-site - a cost of $337,174.00 was added to the contract. This did not require council approval since CO#1 & CO#2 were under 20% of original contract amount. Therefore, increasing the contract to $17,303,607.07.

4) Then Council approved a change order (CO#3) on February 18, 2025, in the amount of $1,149,788.50 for turn lane improvements to serve AESC SC-1 along East Old Marion (S-21-24 and East Palmetto Street (US Highway 76). This changed the scope of the original project but was still under 20% of original contract amount. Therefore, increasing the contract to $18,453,395.57.

5) On April 21, 2025, a change order (CO#4) for a temporary access route for the North Williamson Road closure per the SCDOT comments, undercut and replace for unsuitable materials encountered on-site to date, and reallocation of bid schedule amounts - a cost of $365,356.20 was added to the contract. This did not require council approval since CO#1, CO#2, CO#3, & CO#4 was under 20% of original contract amount. Therefore, increasing the contract to $18,818,751.77.

6) On June 11, 2025, a change order (CO#5) for additional clearing along East Old Marion Highway for the relocation of the Duke Energy power poles for the roadway widening turn lane improvements - a cost of $18,500.00 was added to the contract. This did not require council approval since CO#1, CO#2, CO#3, CO#4, & CO#5 was under 20% of original contract amount. Therefore, increasing the contract to $18,837,251.77.

7) On July 25, 2025, a change order (CO#6) for approximately 780-Linear Feet (LF) of ten (10)-Inch PVC Water Line and associated appurtenances for the relocation of the water main along East Old Marion Highway outside the proposed roadway widening turn lane improvements - a cost of $142,370.00 was added to the contract. This did not require council approval since CO#1, CO#2, CO#3, CO#4, CO#5, & CO#6 was under 20% of original contract amount. Therefore, increasing the contract to $18,979,621.77.

8) On August 5, 2025, a change order (CO#7) for undercut and replace 23,400-CY of unsuitable materials encountered to date - a cost of $468,000 was added to the contract. This did not require council approval since CO#1, CO#2, CO#3, CO#4, CO#5, CO#6, & CO#7 was under 20% of original contract amount. Therefore, increasing the contract to $19,447,621.77.

9) On October 9, 2025, a change order (CO#8) for lengthened casings for the bridge construction due to unsuitable ground conditions and which required weekend/overtime work for the Water Main Relocation requested by Florence County for the proposed roadway turn land improvements along East Old Marion Highway. It should be noted that the initial change order request for the Interior Bent lengthened casings has been negotiated down from $95,361.00. Per discussions with Florence County personnel on October 3, 2025, the cost of overtime work will be reimbursed by the City of Florence - a cost of $65,758.00 was added to the contract. This did not require council approval since CO#1, CO#2, CO#3, CO#4, CO#5, CO#6, CO#7, & CO#8 was under 20% of original contract amount. Therefore, increasing the contract to $19,513,379.77.

10) The total contract price with all change orders would be $20,200,220.02.02

FUNDING FACTORS:

To be funded from SCDOC Grant Funds.

OPTIONS:

1) Approve Change Order ***(Recommended).***
2) Decline Change Order.

ATTACHMENTS:

1) R.E. Goodson Change Order No. 9
2) Alliance Engineers Recommendation Letter

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ALLIANCE
CONSULTING ENGINEERS

February 5, 2026

Ms. Stephanie Grosick, MBA
Vice President Business Development
Florence County Economic Development Partnership
1951 Pisgah Road
Florence, South Carolina 29501

RE: Phase IIA and IIB Boulevard Road Improvements to Serve the +/- 956-Acre Florence Global Technology Park in Florence County, South Carolina
Project No.: 23114-0021

Dear Ms. Grosick:

Enclosed please find three (3) copies of Change Order No. 9, increasing the contract amount by $686,840.25 to a total contract amount of $20,200,220.02. Change Order No. 9 includes asphalt surface course being delayed until spring of 2026 to allow utilities being installed along the roadway to be completed, the final undercut and replace for unsuitable materials encountered on-site, the added rolled curb (approximately 5,300-Linear Feet (LF)) and concrete flumes (fourteen (14)-Each) along Energy Drive per the request of Florence County Economic Development Partnership, additional paving along North Williamson Road for the revised tie out grades at the request of the South Carolina Department of Transportation (SCDOT), and reconciliation of asphalt intermediate course quantities. A one-hundred and eighty (180) calendar days contract time extension is included in Change Order No. 9 for the completion of the work for the paving to occur in the spring of 2026. With approval of Change Order No. 9, the contract final completion date will be June 5, 2026.

Alliance Consulting Engineers, Inc. recommends the increase in the contract amount of $686,840.25 and contract time extension of one-hundred and eighty (180) calendar days with approval of Change Order No. 9. If Florence County Economic Development Partnership is in agreement, please forward one (1) copy of the approved change order to Alliance Consulting Engineers, Inc. for our records and one (1) copy of the approved change order to:

Mr. James A. Goodson, Project Manager
R.E. Goodson Construction Company, Inc.
457 N. Springville Road
Darlington, South Carolina 29540

If you have any questions or comments, please do not hesitate to contact us at (803) 779-2078.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.

Jesse A. Mefford, P.E., LEED Green Associate
Project Manager

Enclosures
cc: Mr. C. Gregg Robinson, Florence County Economic Development Partnership
Mr. James Goodson, R.E. Goodson Construction Company, Inc.
Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.
Mr. Kyle M. Clampitt, P.E., Alliance Consulting Engineers, Inc.
Mr. David M. Novotny, P.E., Alliance Consulting Engineers, Inc.

SECTION 00 63 63

CHANGE ORDER

No. 9

Date of Issuance: 1/29/2026 Effective Date: 1/29/2026

Project: **Phase IIA and Phase IIB Boulevard Road Improvements to serve the +/- 956-Acre Florence Global Technology Park in Florence County, South Carolina**	Owner: **Florence County**	Owner's Contract No.: **52-23/24**
Contract: **Phase IIA and Phase IIB Boulevard Road Improvements to serve the +/- 956-Acre Florence Global Technology Park in Florence County, South Carolina**		Date of Contract: **May 28, 2024**
Contractor: **R. E. Goodson Construction Company, Inc.**		Engineer's Project No.: **23114-0021**

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Contract price increase for the asphalt surface course being delayed until spring of 2026, final undercut and replace for unsuitable materials encountered on-site, added rolled curb and concrete flumes per FCEDP, additional paving along North Williamson Road per SCDOT revised tie out grades, and reconciliation of asphalt intermediate course quantities in the amount of $686,840.25. Contract time increase from a substantial completion of 544 to 724 calendar days for asphalt surface course paving to occur in the spring of 2026 for a total contract period extension of one-hundred and eighty (180) calendar days.**

Attachments: **Change Order Summary dated January 13, 2026.**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days X Calendar days
	Substantial completion (days or date): November 10, 2025
$16,676,182.50	Ready for final payment (days or date): November 24, 2025
Increase from previously approved Change Orders No. 1 to No. 8:	Increase from previously approved Change Orders No. 1 to No. 8:
	Substantial completion (days): 13 days
$2,837,197.27	Ready for final payment (days): 13 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): November 23, 2025
$19,513,379.77	Ready for final payment (days or date): December 7, 2025
Increase of this Change Order:	Increase of this Change Order:
	Substantial completion (days or date): 180 days
$686,840.25	Ready for final payment (days or date): 180 days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): May 22, 2026
$20,200,220.02	Ready for final payment (days or date): June 5, 2026

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer: Kyle M. Clampitt, P.E.	Owner: Florence County	Contractor (Authorized Signature)
Date: 2/5/26	Date: _____	Date: 1-29-2026

Change Order No. 9 Summary
Phase IIA and IIB Boulevard Road Improvements
+/- 956-Acre Florence Global Technology Park
Florence County, South Carolina

Change Order No. 9 Cost Breakdown

Phase IIA and IIB Boulevard Road Improvements to Serve the Florence Global Technology Park (Drawing No. 01,1644-D28, dated October 2024)

Delaying Asphalt Surface Course Paving Until Spring of 2026

Bid Line Item No.	Item Description	Unit	Quantity	Bid Unit Price	Change Order Unit Price Increase	Total Cost
Segment 1 - 2	Traffic Control	LS	1	$ -	$ 10,000.00	$ 10,000.00
Segment 1 - 23	2-Inch Hot Mix Asphalt Surface Course (Type B)	SY	24,500	$ 15.05	$ 2.11	$ 51,621.50
Segment 1 - 24	2-Inch Asphalt Overlay	SY	300	$ 20.00	$ 2.80	$ 840.00
Segment 2 - 20	2-Inch Hot Mix Asphalt Surface Course (Type B)	SY	8,600	$ 17.50	$ 2.45	$ 21,070.00
Segment 3 - 20	2-Inch Hot Mix Asphalt Surface Course (Type B)	SY	5,680	$ 16.50	$ 2.31	$ 13,120.80
CO 9A	Erosion Control Maintenance Extension	LS	1	$ -	$ 15,000.00	$ 15,000.00
					Subtotal:	**$ 111,652.30**

Undercut and Replace for Unsuitable Materials Encountered On-Site

Bid Line Item No.	Item Description	Unit	Quantity	Bid Unit Price	Change Order Unit Price	Total Cost
CO 9B	Earthwork - (Excavation/Haul/Backfill/Compaction of Select Fill Import and Soil Amendments)	LS	1	$ -	$ 183,880.00	$ 183,880.00
					Subtotal:	**$ 183,880.00**

Added Rolled Curb and Concrete Flume Installation along Energy Drive per FCEDP

Bid Line Item No.	Item Description	Unit	Quantity	Bid Unit Price	Change Order Unit Price	Total Cost
CO 9C - 1	Rolled Curb and Gutter	LF	5,300	$ -	$ 64.42	$ 341,426.00
CO 9C - 2	Concrete Flumes along Curb and Gutter	EA	14	$ -	$ 3,000.00	$ 42,000.00
Segment 3 - 18	10-Inch Graded Aggregate Base Course	SY	20	$ 27.02	$ 27.02	$ 540.40
Segment 3 - 19	4-Inch Hot Mix Asphalt Intermediate Course (Type B)	SY	20	$ 28.10	$ 28.10	$ 562.00
Segment 3 - 20	2-Inch Hot Mix Asphalt Surface Course (Type B)	SY	20	$ 16.50	$ 16.50	$ 330.00
					Subtotal:	**$ 384,858.40**

Additional Paving Along North Williamson Road per SCDOT Revised Tie Out Grades

Bid Line Item No.	Item Description	Unit	Quantity	Bid Unit Price	Change Order Unit Price	Total Cost
Segment 1 - 21	10-Inch Graded Aggregate Base Course	SY	575	$ 27.02	$ 27.02	$ 15,536.50
Segment 1 - 22	4-Inch Hot Mix Asphalt Intermediate Course (Type B)	SY	550	$ 28.75	$ 28.75	$ 15,812.50
Segment 1 - 23	2-Inch Hot Mix Asphalt Surface Course (Type B)	SY	550	$ 15.05	$ 17.16	$ 9,438.00
					Subtotal:	**$ 40,787.00**

Reconciliation of Asphalt Quantities

Bid Line Item No.	Item Description	Unit	Quantity	Bid Unit Price	Change Order Unit Price	Total Cost
Segment 1 - 22	4-Inch Hot Mix Asphalt Intermediate Course (Type B)	SY	(1,093)	$ 28.75	$ 28.75	$ (31,423.75)
Segment 2 - 19	4-Inch Hot Mix Asphalt Intermediate Course (Type B)	SY	(172)	$ 30.50	$ 30.50	$ (5,246.00)
Segment 3 - 19	4-Inch Hot Mix Asphalt Intermediate Course (Type B)	SY	83	$ 28.10	$ 28.10	$ 2,332.30
					Subtotal:	**$ (34,337.45)**
Total Change Order No. 9 Value						**$ 686,840.25**

Prepared by: Alliance Consulting Engineers, Inc.

FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Reports to Council

DEPARTMENT: Museum
Procurement

ISSUE UNDER CONSIDERATION: Request Amendment To Agreement With McMillan, Pazdan, Smith Architecture For Phase II Design Services Increasing The Basic Service Fee In The Amount Of $320,000 Dollars. This Amendment Approves The Total Phase II Architecture Service Fee From $1,414,170 to $1,734,170 For The Expansion Of Museum And Authorizes The County Administrator To Execute Amendment.

POINTS TO CONSIDER:

1) McMillian, Pazdan, Smith Architecture is on the On-Call List of architect firms approved by Council on June 15, 2023. McMillian, Pazdan, Smith was the original architectural firm that designed the Museum, and provided Phase I Design Services as approved by Council on October 19, 2023.
2) This request amends the Phase II Design Services agreement with McMillian, Pazdan, Smith originally approved by Council on February 20, 2025, in the amount of $1,414,770. This is due to increased construction cost projections.
3) Council approval includes authorization for the County Administrator to execute all associated documents and contract agreements to proceed, pending County Attorney review and approval.

FUNDING FACTORS:

Phase II services will be funded through bond issuance funding.

OPTIONS:

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

ATTACHMENTS:

McMillan Pazdan Smith Amendment dated January 19, 2026.
McMillan Pazdan Smith Phase II, original agreement dated January 31, 2025.

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FLORENCE COUNTY COUNCIL MEETING

February 19, 2026

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement
Sardis-Timmonsville Fire Department

ISSUES UNDER CONSIDERATION: Request For Council To Award Bid No. 16-25/26, Sardis-Timmonsville Fire Station No. 2 Expansion To Hardee Construction Co., Inc. of Sumter, SC In The Amount Of $1,323,000.00 To Be Funded From CPSTIII and CPSTIIIA Budgeted Funds ***(5 Compliant Bids).***

POINTS TO CONSIDER:

1) The Bid was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on November 12, 2025. The bid opening was held on January 9, 2026.
2) Seven (7) bids were received; five (5) bids were compliant. Hardee Construction Co., Inc. is the lowest responsible, responsive bidder.
3) William Dillon, Fire Chief, recommends awarding the contract to Hardee Construction Co., Inc.
4) The bid expires April 9, 2026.

FUNDING FACTORS:

CPSTIII	$313,882.90
CPSTIIIA	$1,009,117.10

OPTIONS:

1) Award Bid No. 16-25/26 ***(Recommended).***
2) Decline Award.

ATTACHMENTS:

1) Bid Tabulation Sheet.
2) Recommendation Letter from William Dillon, Fire Chief.

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Florence County, South Carolina
Project: Sardis-Timmonsville Fire Station No. 2

Bid Opening Date: 1/09/2026
Time: 10:00 a.m.

Tabulation for Bid No. 16-25/26

Name of Bidder	Bid Bond (Y/N)	Addendum No. 1 (Y/N)	Primary Bid**	Local 5% Deduction* $15,000 Maximum	Primary Bid w/Local Deduction
Hardee Construction Co., Inc. - Sumter, SC 29150	Y	Y	$1,323,000.00	N/A	$1,323,000.00
Gilbert Construction Company - Florence, SC 29502	Y	Y	$1,432,900.00	-$71,645.00	$1,361,255.00
Hawkins & Kolb Construction Co., Inc. - Sumter, SC 29150	Y	Y	$1,417,187.00	N/A	$1,417,187.00
Fbi Construction Inc. - Florence, SC 29502	Y	Y	$1,679,000.00	-$83,950.00	$1,595,050.00
SNB Construction of Dillon, LLC - Florence, SC 29501	Y	Y	$1,685,000.00	-$84,250.00	$1,600,750.00
Jett Electrical Services - Florence, SC 29505	N	N	$123,231.00	N/A	$123,231.00
Bunnell Lammons Engineering - Columbia, SC 29210	N	N	$7,590.00	N/A	$7,590.00

Notes:
*5% Local Preference-Florence County Code, Section 11.5-39
**Bid includes sales tax

Florence County Fire Rescue
180 N. Irby St.
Florence, SC 29501
Phone: (843) 292-1604
"It's not about me. It's about we"

February 06, 2026

NaKeshia,

I'm writing today to recommend that Florence County award the bid for the construction of an addition to Sardis-Timmonsville Fire Department Station 2 to Hardee Construction. Hardee Construction attended the pre-bid meeting, met the bid requirements, and was the low bidder.

If you have any questions, please do not hesitate to contact me.

Thank you,

William Dillon
Fire Chief

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Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Florence County Museum
MPS Project # 023268.01

AGREEMENT INFORMATION:
Date:
MSA 10-10-2023
Service Order 1-31-2025

AMENDMENT INFORMATION:
Amendment Number:
001

Date:
1-19-2026

OWNER: *(name and address)*
Florence County
180 N. Irby St.
Florence, SC 29501

ARCHITECT: *(name and address)*
McMillan Pazdan Smith LLC
1316 Washington St., Suite 101
Columbia, SC 29201
J. Sanders Tate, AIA, NCARB |
Columbia Studio Director

The Owner and Architect amend the Agreement as follows:
The Basic Services fee has increased with increased budget.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
The AE fee for the museum expansion is currently calculated as the following:

Basic Services: $13,000,000 x 8% = $956,000
Additional Service (including $250K for HS) $458,170
Total: $1,414,170.00

The revised Basic Services fee is: $17,000,000 x 8%=$1,276,000
Additional Services remains unchanged: $458,170
Total: $1,734,170.00

Schedule Adjustment:
N/A

ARCHITECT *(Signature)*	**OWNER** *(Signature)*
BY: William Gray	
(Printed name, title, and license number if required)	*(Printed name and title)*
Date	*Date*

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User Notes: (696f95b20a3b56edb71f74c3)

FLORENCE COUNTY COUNCIL MEETING
February 19, 2026

AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: COUNTY COUNCIL

ISSUE UNDER CONSIDERATION:
Approve the expenditure of up to $16,696 from Council District 4 Infrastructure Funding Allocation for the Town of Timmonsville's Police Department for Server, Firewall, and related appurtenances.

FUNDING SOURCE:

XXXX_____Infrastructure
_____Road System Maintenance
_____Utility

SIGNED:

Amount $_____	Amount $_____	Amount $_____
_____	_____	_____
Jason M. Springs	Andrew T Rodgers Jr.	Alphonso Bradley
Amount $16,696_____	Amount _____	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

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ASSET TECHNOLOGY GROUP

901 2nd Loop Rd, Florence, SC 29505
t. 843-868-3001

Proposal

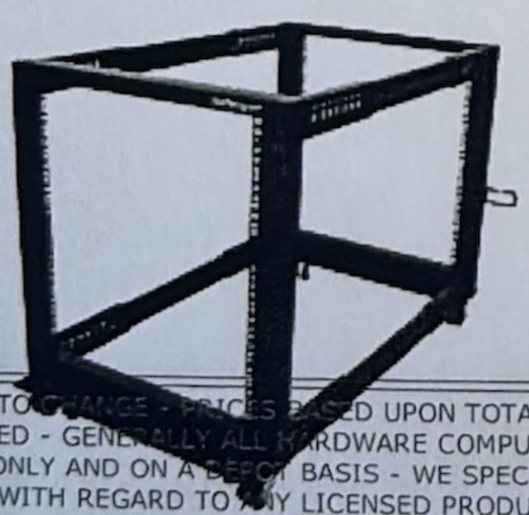
Number ATGQ2441
Date Dec 1, 2025

Sold To	Ship To	Account Rep
City of Timmonsville James Allen 115 W. Main St. Timmonsville, SC 29161 **Phone**	**City of Timmonsville** James Allen 115 W. Main St. Timmonsville, SC 29161 **Phone**	 **Bill Lynch** 843-868-3001 blynch@assettg.com

Here is the quote you requested.

Line	Qty	Description	Unit Price	Ext. Price
1	1	Dell PowerEdge 1U Rack-mountable Server Intel® Xeon® 6 Performance 6369P 3.3G, 8C/16T (3) 32GB UDIMM, 5600MT/s ECC Windows Server 2025 10-pack of Windows Server 2025/2022 User PERC H755 Adapter Card (5) 960GB SSD SATA Mixed Use (2.7 TB Usable) Dual, (1+1) Redundant, Hot-Plug Power Supply ProSupport and Next Business Day Onsite Service, 84 Month	$11,538.46	$11,538.46

2	1	StarTech.com 4-Post 12U Mobile Open Frame Server Rack, 19" Network Rack with Casters, Rolling Rack for Computer/AV/Data/IT Equipment - 4-Post 12U open frame server rack for Data/IT equipment - 22-40in (56-101cm) Mounting Depth; 25in (64cm) Height, 1200lb (544kg) Capacity - 19" Mobile Network Rack - Casters, Levelling Feet or Base-plate (floor) install - EIA/ECA-310-E Compliant	$332.00	$332.00



The 4POSTRACK12U 12U Server Rack lets you store your servers, network and telecommunications equipment in a sturdy, adjustable depth open-frame rack. Designed with ease of use in mind, this 12U rack offers easy-to-read markings for both rack units (U) and depth, with a wide range of mounting depth adjustments (22 - 40in) that

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

Line	Qty	Description	Unit Price	Ext. Price
		make it easy to adapt the rack to fit your equipment. *This durable 4-post rack supports a static loading capacity of up to 1200lbs (544kg), and offers compliance with several industry rack standards (EIA/ECA-310, IEC 60297, DIN 41494) for a universal design that's compatible with most rack equipment.* *For a complete server storage solution that saves you time and hassle, the rack includes optional accessories such as casters, leveling feet and cable management hooks. The base is also pre-drilled for securely fastening the rack to the floor if needed, providing you with additional stability to better suit your server environment.* *Backed by a StarTech.com 2-year warranty and free lifetime technical support.* *More from the Manufacturer*		
3	2	Ubiquiti U7 Pro Tri Band Wi-Fi 7 IEEE 802.11 a/b/g/n/ac/ax/be 9.12 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz, 6 GHz - MIMO Technology - 1 x Network (RJ-45) - 2.5 Gigabit Ethernet - 21 W - Wall Mountable, Ceiling Mountable	$238.67	$477.34
4	1	CyberPower Smart App LCD UPS Systems - 500VA/300W	$219.95	$219.95

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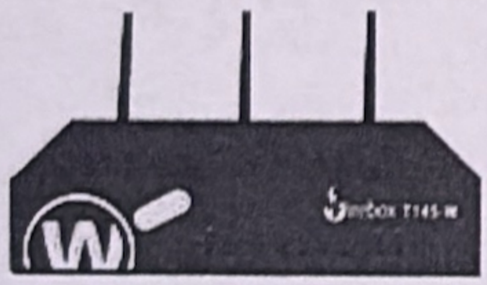
Line	Qty	Description	Unit Price	Ext. Price
5	8	Yubico YubiKey 5C NFC - RSA 2048-bit, RSA 4096 (PGP), ECC p256/ECC p384 Encryption	$100.00	$800.00

6	1	WatchGuard Firebox T145-W Network Security/Firewall Appliance - Centralized Management - 5 Port - 2.5 Gigabit Ethernet, Gigabit Ethernet - 3.90 Gbit/s Firewall Throughput - Wireless LAN IEEE 802.11be - TLS - 5 x RJ-45 - 1 Total Expansion Slots - 3 Year Basic Security Suite - Compact, Tabletop	$2,091.07	$2,091.07



WatchGuard's Firebox T145-W tabletop appliances deliver enterprise-grade network security for small branch o?ces and retail environments. These compact, affordable security solutions include all the features found in WatchGuard's higher-end UTM appliances, such as AI-powered anti-malware, threat correlation, and DNS filtering, along with Wi-Fi 7 built in. All logging and reporting functions come with the purchase, offering over 100 dashboards and reports, including PCI and HIPAA. The Basic Security Suite includes all the traditional network security services typical to a UTM appliance: Intrusion Prevention Service, Gateway AntiVirus, URL filtering, application control, spam blocking and reputation lookup. It also includes our centralized management and network visibility capabilities, as well as our standard 24x7 support.

SubTotal	$15,458.82
Tax	$1,236.71
Shipping	$0.00
Total	**$16,695.53**

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS,

FLORENCE COUNTY COUNCIL MEETING
FEBRUARY 19, 2026

AGENDA ITEM: Executive Session

DEPARTMENT: Administration

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

1. To Discuss A Legal Matter.
2. To Discuss A Contractual Matter.

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