Jason M. Springs
District 1

Andrew T. Rodgers, Jr.
District 2

Dr. Alphonso Bradley
District 3

Jerry W. Yarborough, Jr.
District 4

Kent C. Caudle
District 5

Stoney "Toney" C. Moore
District 6

Waymon Mumford
District 7

C. William Schofield
District 8

Willard Dorriety, Jr.
District 9

AGENDA
FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING
180 NORTH IRBY STREET, COUNTY COMPLEX
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
MONDAY, NOVEMBER 30, 2026
8:30 A.M.

The Council meeting will be accessible via live stream at www.florencecountysc.gov

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. RESOLUTIONS/PROCLAMATIONS:

RESOLUTIONS:

RESOLUTION NO. 16-2026/27

A Resolution Providing For And Recommending That The Pre-Existing Boundary Line Between Florence County And Darlington County, Prior To The Survey Completed In The South Carolina Geodetic Survey County Boundary Program, Be The Current

Boundary Between Said Counties And That There Be No Adjustment To The Pre-Existing Boundary.

VI. ORDINANCES IN POSITION:

INTRODUCTION:

ORDINANCE 50-2026/27

An Ordinance Authorizing The Execution Of An Equipment Lease-Purchase Agreement In An Amount Not Exceeding $1,975,000 Relating To The Purchase Of A Helicopter For The Florence County Sheriff's Department, Authorizing The Execution Of Other Necessary Documents And Papers, And Other Matters Relating Thereto.

VII. REPORTS TO COUNCIL:

A. ECONOMIC DEVELOPMENT:

AMENDMENT TO PREVIOUSLY PURCHASE ITEM

Council Is Requested To Amend The Action Approved On November 19, 2026, Concerning The Purchase Of Property Designated As A Portion Of Tax Map Number 00056-04-020, Containing +/- 1.5 Acres Of Land In The Amount Of Three Hundred Seventy-Five Thousand Dollars ($375,000.00), Needed For The Construction Of A Road To Better Access Florence County Industrial Park West, The Funding Source From Economic Development Bond Funds, And Authorize The County Attorney To Execute Any Necessary Documents.

FLORENCE COUNTY COUNCIL MEETING
NOVEMBER 30, 2026

AGENDA ITEM: Resolution No. 16-2026/27

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Providing For And Recommending That The Pre-Existing Boundary Line Between Florence County And Darlington County, Prior To The Survey Completed In The South Carolina Geodetic Survey County Boundary Program, Be The Current Boundary Between Said Counties And That There Be No Adjustment To The Pre-Existing Boundary.

POINTS TO CONSIDER:

1. Florence County and Darlington County have provided fire protection services to the residents of their respective counties pursuant to the existing boundaries between the counties.

2. Florence County and Darlington County have provided law enforcement services to the residents of their respective counties pursuant to the existing boundaries between the counties.

3. Florence County and Darlington County have provided emergency services such as medical services and disaster preparedness services to residents of their respective counties pursuant to the existing boundaries between the counties.

4. Florence County desires and requests for the pre-existing boundary prior to the survey completed by the South Carolina Geodetic County Boundary Program between Florence County and Darlington County to remain unchanged so as to facilitate efficient and recognized services for law enforcement, fire protection and emergency services.

5. In the event the South Carolina Revenue and Fiscal Affairs Office attempts to implement a boundary between Florence County and Darlington County inconsistent with the boundary set forth herein, the County Attorney is authorized to initiate a court action against the South Carolina Revenue and Fiscal Affairs Office, or other appropriate state agency, to enjoin its implementation of a boundary contrary to the boundary set forth herein.

OPTIONS:

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

ATTACHMENTS:

A copy of exhibit A, a map of the boundary between Florence County and Darlington County.

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Sponsor(s)	: County Council
Adopted	: November 19, 2026
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A

RESOLUTION NO. 16-2026/27

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

A RESOLUTION PROVIDING FOR AND RECOMMENDING THAT THE PRE-EXISTING BOUNDARY LINE BETWEEN FLORENCE COUNTY AND DARLINGTON COUNTY, PRIOR TO THE SURVEY COMPLETED IN THE SOUTH CAROLINA GEODETIC SURVEY COUNTY BOUNDARY PROGRAM, BE THE CURRENT BOUNDARY BETWEEN SAID COUNTIES AND THAT THERE BE NO ADJUSTMENT TO THE PRE-EXISTING BOUNDARY.

WHEREAS:

1. Florence County and Darlington County have provided fire protection services to the residents of their respective counties pursuant to the existing boundaries between the counties; and

2. Florence County and Darlington County have provided law enforcement services to the residents of their respective counties pursuant to the existing boundaries between the counties; and

3. Florence County and Darlington County have provided emergency services such as medical services and disaster preparedness services to residents of their respective counties pursuant to the existing boundaries between the counties; and

4. Florence County desires and requests for the pre-existing boundary prior to the survey completed by the South Carolina Geodetic County Boundary Program between Florence County and Darlington County to remain unchanged so as to facilitate efficient and recognized services for law enforcement, fire protection and emergency services; and

5. The attached exhibit A, is a map of the boundary between Florence County and Darlington County as it existed prior to the survey completed by the South Carolina Geodetic County Boundary Program and it is requested for it to remain as previously practiced prior to the survey completed by the South Carolina Geodetic County Boundary Program.

6. In the event the South Carolina Revenue and Fiscal Affairs Office attempts to implement a boundary between Florence County and Darlington County inconsistent with the boundary set forth herein, the County Attorney is authorized to initiate a court action against the South

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Carolina Revenue and Fiscal Affairs Office, or other appropriate state agency, to enjoin its implementation of a boundary contrary to the boundary set forth herein.

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

That the county boundary between Florence County and Darlington County as practiced prior to the South Carolina Geodetic County Boundary Program survey remain the boundary between the two counties. In the event the South Carolina Revenue and Fiscal Affairs Office attempts to implement a boundary between Florence County and Darlington County inconsistent with the boundary set forth herein, the County Attorney is authorized to initiate a court action against the South Carolina Revenue and Fiscal Affairs Office, or other appropriate state agency, to enjoin its implementation of a boundary contrary to the boundary set forth herein.

ATTEST:

_____
Hope M. Jones, Council Clerk

SIGNED:

_____
Jerry W. Yarborough, Chairman

_____
Approved as to Form and Content
Benjamin T. Zeigler, County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

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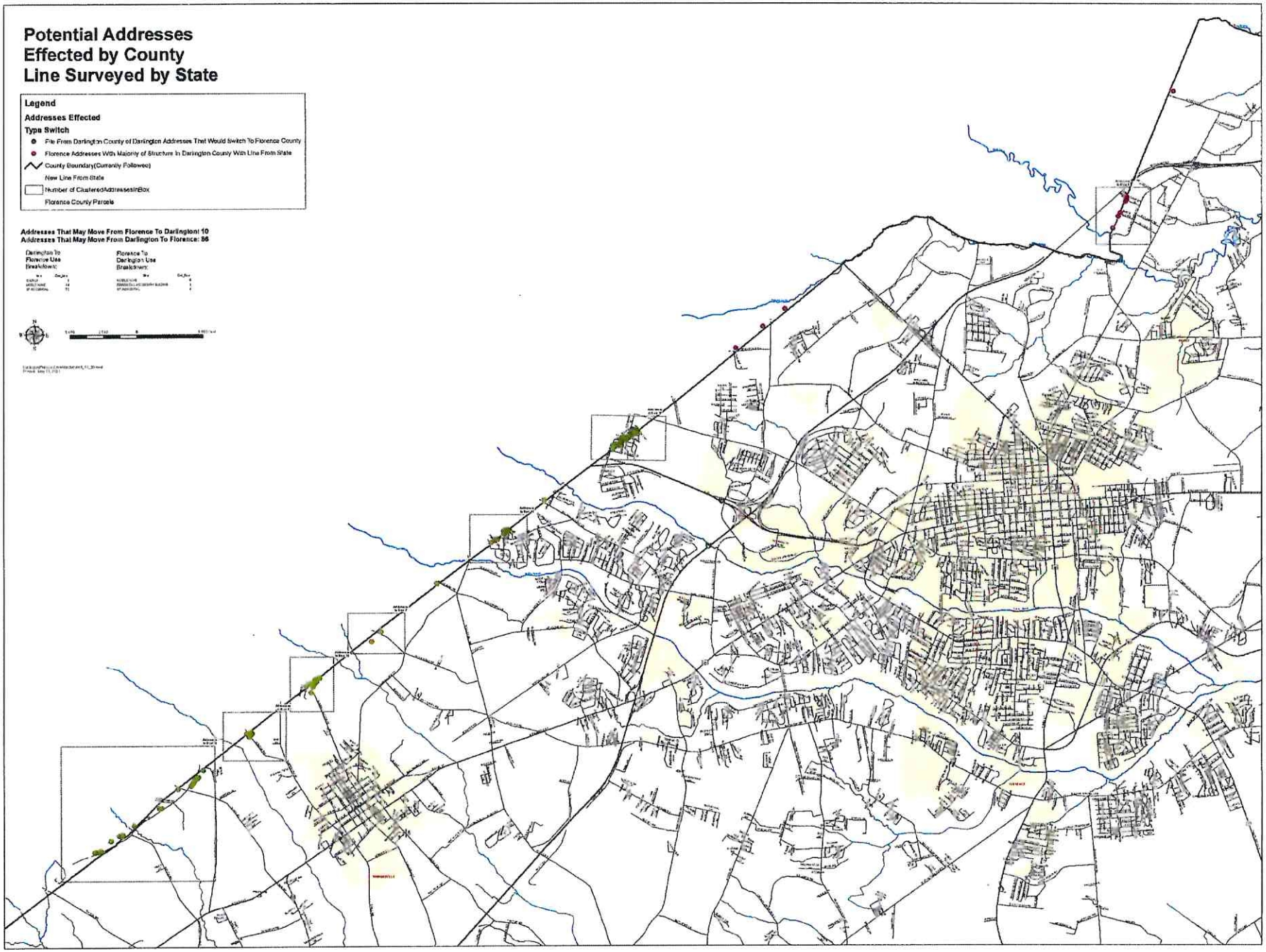
Potential Addresses Effected by County Line Surveyed by State



FLORENCE COUNTY COUNCIL MEETING
NOVEMBER 30, 2026

AGENDA ITEM: Ordinance No. 50-2026/27 Introduction

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:
An Ordinance Authorizing The Execution Of An Equipment Lease-Purchase Agreement In An Amount Not Exceeding $1,975,000 Relating To The Purchase Of A Helicopter For The Florence County Sheriff's Department, Authorizing The Execution Of Other Necessary Documents And Papers, And Other Matters Relating Thereto.

POINTS TO CONSIDER:

1. County Council approved the purchase of a helicopter in a meeting held on March 19, 2026, in the amount of $3,800,000.
2. Representative Russell Fry secured $1.9m in funding going towards the purchase of the helicopter.
3. It is in the best interests of the Council to fund the remaining cost of the helicopter through a lease-purchase financing in accordance with the terms of this Ordinance.
4. The Equipment shall be leased for a term not to exceed fifteen (15) years.
5. The County Administrator of the County is authorized to negotiate the financing of the Equipment from qualified financial institutions, to determine the final principal amount and maturity date of the Agreement.

OPTIONS:

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

ATTACHMENT(S):

Copy of Proposed Ordinance No. 50-2026/27.
Copy of the agreement.

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Sponsor(s)	: Finance	
First Reading	: November 30, 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	: December 10, 2026	
Public Hearing	:	
Third Reading	: January __, 2027	
Effective Date	: Immediately	

ORDINANCE NO. 50-2026/27

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT IN AN AMOUNT NOT EXCEEDING $1,975,000 RELATING TO THE PURCHASE OF A HELICOPTER FOR THE FLORENCE COUNTY SHERIFF'S DEPARTMENT, AUTHORIZING THE EXECUTION OF OTHER NECESSARY DOCUMENTS AND PAPERS, AND OTHER MATTERS RELATING THERETO.

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

ARTICLE I

FINDINGS OF FACT

The County Council of Florence County, South Carolina, the governing body of Florence County, South Carolina, has made the following findings of fact:

Section 1.01

The County Council of Florence County, the governing body of Florence County (the "Council"), has determined that a need exists for and that it is necessary for Florence County (the "County") to acquire a helicopter (the "Equipment") for use by the County Sheriff's Department. The County anticipates that the total cost of the Equipment will not exceed $1,975,000. The Council has determined that it is in the best interests of the County to purchase the Equipment through a lease-purchase financing in accordance with the terms of this Ordinance.

ARTICLE II

AUTHORIZATION

Section 2.01 Approval of the Financing.

The Council hereby approves the entry of the County into a Lease-Financing Agreement in principal amount not to exceed $1,975,000 (the "Agreement") to finance the purchase of the Equipment and to pay issuance costs with respect to the Agreement. The Equipment shall be leased for a term not to exceed fifteen (15) years. The County Administrator of the County (the "Administrator") is authorized to negotiate the financing of the Equipment from qualified financial institutions, to determine the final principal amount and maturity date of the Agreement, and to accept the proposal which in her sole discretion shall be in the best interests of the County, provided, however, that approval by resolution of Council supplemental hereto shall be required prior to the acceptance of any proposal which includes a rate of interest in excess of seven percentum (7.0%) per annum.

The Agreement shall not constitute a debt of the County, and the full faith, credit and taxing power of the County shall not be pledged to secure payment of rental payments or other sums due pursuant to the Agreement.

Section 2.02 Authorization to Contract.

The Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement and associated documents to the winning bidder and other appropriate parties. The execution of the Agreement by the Administrator shall constitute conclusive evidence of approval of the principal amount and rental payments due pursuant to the Agreement and the terms thereof.

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Section 2.03 Other Documents, etc.

The Chairman of the Council, the Clerk to Council and the Administrator are hereby authorized to execute any and all other documents, instruments, certificates or other papers as they deem necessary and appropriate, with the advice of counsel, to accomplish the transactions contemplated by this Ordinance.

Section 2.04 Effective Date of Ordinance.

This Ordinance shall become effective upon the third and final reading thereof.

ARTICLE III

CERTAIN MATTERS PERTAINING TO THE INTERNAL REVENUE CODE

Section 3.01 General Tax Covenants.

The County will comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the tax-exempt status of the Agreement including without limitation, the requirement to file the information report pertaining to the Agreement with the Internal Revenue Service.

Section 3.02 General Tax Representations and Covenants.

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 the interest component of rental payments made pursuant to the Agreement 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 execution of the Agreement. Without limiting the generality of the foregoing, the County represents and covenants that:

(a) All property provided by the net proceeds of the Agreement 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 Agreement or any facility financed with the proceeds of the Agreement 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 or nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Agreement that do not conform to the guidelines set forth in Revenue Procedure 2017-13, as may be modified by subsequent pronouncements of the United States Treasury Department applicable thereto.

(d) The County will not sell or lease the Equipment or any property provided by the Agreement 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 Agreement.

(e) The Agreement 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 Agreement.

Section 3.03 Qualified Tax-Exempt Obligations.

The County reasonably expects that it and all entities subordinate thereto will issue no tax-exempt obligations (other than private activity bonds) in calendar year 2027 which, along with the Agreement, would aggregate more than $10,000,000 in principal amount. Accordingly, the Agreement is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code.

DONE IN MEETING DULY ASSEMBLED this __ day of January, 2027.

ATTEST:

_____
Hope Jones, Clerk to County Council

_____
Jerry Yarborough, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

_____
Approved as to Form and Content
Benjamin T. Zeigler, County Attorney

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STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council on January __, 2027. The Ordinance was read at three public meetings of the County Council on three separate days, November 30, 2026, December 10, 2026, and January __, 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 10, 2026 and January __, 2027 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 meeting held on November 30, 2026 was a duly called special meeting of County Council. As required by the Freedom of Information Act, a notice of said meeting (including the date, time, and place thereof, as well as an agenda) was posted prominently in the Administrative Building of the County at least twenty-four hours prior to said meeting. In addition, the local news media and all persons requesting notification of meetings of County Council were notified of the time, date, and place of such meeting, and were provided with a copy of the agenda therefor at least twenty-four hours in advance of such meeting.

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 _____ 2027.

(Seal)

_____
Clerk to Florence County Council

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2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

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SOURCES AND USES OF FUNDS

Florence County, South Carolina
2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

Dated Date	02/23/2027
Delivery Date	02/23/2027

Sources:

Bond Proceeds:	
Par Amount	1,975,000.00
	1,975,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,900,000.00
Delivery Date Expenses:	
Cost of Issuance	75,000.00
	1,975,000.00

BOND SUMMARY STATISTICS

Florence County, South Carolina
2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

Dated Date	02/23/2027
Delivery Date	02/23/2027
First Coupon	02/01/2028
Last Maturity	02/01/2037
Arbitrage Yield	4.940385%
True Interest Cost (TIC)	4.940385%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.734459%
Average Coupon	5.000000%
Average Life (years)	5.824
Weighted Average Maturity (years)	5.824
Duration of Issue (years)	5.037
Par Amount	1,975,000.00
Bond Proceeds	1,975,000.00
Total Interest	575,165.28
Net Interest	575,165.28
Total Debt Service	2,550,165.28
Maximum Annual Debt Service	255,650.00
Average Annual Debt Service	256,584.54
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,975,000.00	100.000	5.000%	5.824	955.61
	1,975,000.00			5.824	955.61

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,975,000.00	1,975,000.00	1,975,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(75,000.00)	
- Other Amounts			
Target Value	1,975,000.00	1,900,000.00	1,975,000.00
Target Date	02/23/2027	02/23/2027	02/23/2027
Yield	4.940385%	5.734459%	4.940385%

BOND PRICING

Florence County, South Carolina
2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	02/01/2028	162,000	5.000%	5.000%	100.000
	02/01/2029	165,000	5.000%	5.000%	100.000
	02/01/2030	173,000	5.000%	5.000%	100.000
	02/01/2031	181,000	5.000%	5.000%	100.000
	02/01/2032	190,000	5.000%	5.000%	100.000
	02/01/2033	200,000	5.000%	5.000%	100.000
	02/01/2034	210,000	5.000%	5.000%	100.000
	02/01/2035	220,000	5.000%	5.000%	100.000
	02/01/2036	231,000	5.000%	5.000%	100.000
	02/01/2037	243,000	5.000%	5.000%	100.000
		1,975,000			

Dated Date	02/23/2027	
Delivery Date	02/23/2027	
First Coupon	02/01/2028	
Par Amount	1,975,000.00	
Original Issue Discount		
Production	1,975,000.00	100.000000%
Underwriter's Discount		
Purchase Price	1,975,000.00	100.000000%
Accrued Interest		
Net Proceeds	1,975,000.00	

BOND DEBT SERVICE

Florence County, South Carolina
2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

Dated Date	02/23/2027
Delivery Date	02/23/2027

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2028	162,000	5.000%	92,715.28	254,715.28
06/30/2029	165,000	5.000%	90,650.00	255,650.00
06/30/2030	173,000	5.000%	82,400.00	255,400.00
06/30/2031	181,000	5.000%	73,750.00	254,750.00
06/30/2032	190,000	5.000%	64,700.00	254,700.00
06/30/2033	200,000	5.000%	55,200.00	255,200.00
06/30/2034	210,000	5.000%	45,200.00	255,200.00
06/30/2035	220,000	5.000%	34,700.00	254,700.00
06/30/2036	231,000	5.000%	23,700.00	254,700.00
06/30/2037	243,000	5.000%	12,150.00	255,150.00
	1,975,000		575,165.28	2,550,165.28

BOND DEBT SERVICE

Florence County, South Carolina
2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

Dated Date	02/23/2027
Delivery Date	02/23/2027

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2028	162,000	5.000%	92,715.28	254,715.28	
06/30/2028					254,715.28
02/01/2029	165,000	5.000%	90,650.00	255,650.00	
06/30/2029					255,650.00
02/01/2030	173,000	5.000%	82,400.00	255,400.00	
06/30/2030					255,400.00
02/01/2031	181,000	5.000%	73,750.00	254,750.00	
06/30/2031					254,750.00
02/01/2032	190,000	5.000%	64,700.00	254,700.00	
06/30/2032					254,700.00
02/01/2033	200,000	5.000%	55,200.00	255,200.00	
06/30/2033					255,200.00
02/01/2034	210,000	5.000%	45,200.00	255,200.00	
06/30/2034					255,200.00
02/01/2035	220,000	5.000%	34,700.00	254,700.00	
06/30/2035					254,700.00
02/01/2036	231,000	5.000%	23,700.00	254,700.00	
06/30/2036					254,700.00
02/01/2037	243,000	5.000%	12,150.00	255,150.00	
06/30/2037					255,150.00
	1,975,000		575,165.28	2,550,165.28	2,550,165.28

FORM 8038 STATISTICS

Florence County, South Carolina
2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

Dated Date	02/23/2027
Delivery Date	02/23/2027

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	02/01/2028	162,000.00	5.000%	100.000	162,000.00	162,000.00
	02/01/2029	165,000.00	5.000%	100.000	165,000.00	165,000.00
	02/01/2030	173,000.00	5.000%	100.000	173,000.00	173,000.00
	02/01/2031	181,000.00	5.000%	100.000	181,000.00	181,000.00
	02/01/2032	190,000.00	5.000%	100.000	190,000.00	190,000.00
	02/01/2033	200,000.00	5.000%	100.000	200,000.00	200,000.00
	02/01/2034	210,000.00	5.000%	100.000	210,000.00	210,000.00
	02/01/2035	220,000.00	5.000%	100.000	220,000.00	220,000.00
	02/01/2036	231,000.00	5.000%	100.000	231,000.00	231,000.00
	02/01/2037	243,000.00	5.000%	100.000	243,000.00	243,000.00
		1,975,000.00			1,975,000.00	1,975,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	02/01/2037	5.000%	243,000.00	243,000.00		
Entire Issue			1,975,000.00	1,975,000.00	5.8245	4.9404%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	75,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

DISCLAIMER

Florence County, South Carolina
2027 Lease Purchase Financing (Helicopter)
Preliminary; Subject to Change

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FLORENCE COUNTY COUNCIL MEETING
NOVEMBER 30, 2026

AGENDA ITEM: Reports To Council

DEPARTMENT: Administration
Economic Development

ISSUE UNDER CONSIDERATION:
Council Is Requested To Amend The Action Approved On November 19, 2026, Concerning The Purchase Of Property Designated As A Portion Of Tax Map Number 00056-04-0200, Containing +/-1.5 Acres Of Land In The Amount Of Three Hundred Seventy-Five Thousand Dollars ($375,000.00), Needed For The Construction Of A Road To Better Access Florence County Industrial Park West From Economic Development Bond Funds, And Authorize The County Attorney To Execute The Appropriate Documents.

POINTS TO CONSIDER:

1. This item was approved by Council on November 19, 2026. Staff subsequently determined that the funding source identified in the motion was incorrect.
2. The purpose of this agenda item is to amend the previously approved action to reflect Legislative Grant Funds as the correct funding source. No other aspect of the original approval is being changed.

FUNDING FACTORS:
$375,000 = Purchase price for parcel containing +/-1.5 acres as funded by Legislative Grant Funds.

OPTIONS:
1. ***(Recommend)*** Approve as presented.
2. Decline.

ATTACHMENT:
Copy of Purchase Agreement.

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PROPERTY PURCHASE AGREEMENT

November 9, 2026

This agreement confirms the understanding between Cottom Creek Farm LLC ("Owner") and Florence County, South Carolina ("County") regarding the potential purchase of approximately one and one-half (1.5) acres of property located at 1401 Center Road, Florence County, South Carolina, identified as a portion of MBP# 00056-04-020.

1. Property

The property consists of approximately one and one-half (1.5) acres. The final acreage and boundaries will be established by a survey mutually acceptable to the Owner and County.

2. Purchase Price

The County agrees to purchase this property for $375,000.

The parties acknowledge that the purchase price is based upon the current understanding of the property and the acreage to be confirmed by survey.

3. Purchase Period

The County will have the right to complete the purchase during the period beginning November 9, 2026, and ending January 15, 2027.

During this period, the Owner agrees not to sell or transfer the property to another party without first discussing the matter with the County.

4. Existing and Future Development

The Owner understands that the property will be used to construct a road and is adjacent to property owned or being developed by the County for industrial purposes.

The Owner acknowledges that industrial development, including buildings, roads, utilities and related activity, may occur on or near the property.

The County understands that the Owner is aware of the proposed development and is comfortable proceeding with this agreement based on that understanding.

5. Access and Use Before Closing

Until the purchase is completed, the Owner will continue to have possession and use of the property.

The County will not take possession or control of the property until the purchase is completed, unless otherwise agreed by both parties.

6. Good Faith Agreement

Both parties agree to work together in good faith to complete the purchase described in this agreement.

PROPERTY PURCHASE AGREEMENT

The parties understand that the final transfer of this property will be completed through the appropriate closing documents.

7. Acknowledgment

By signing below, the Owner and County acknowledge that they have discussed the terms of this agreement and intend to move forward with the purchase of this property under these terms.

OWNER

Cotton Creek Farms, LLC

Signature: _____

Date: 11-9-2026

FLORENCE COUNTY, SOUTH CAROLINA

By: _____

Title: County Chairman

Date: 11-9-26

Witness: _____