

K. G. "Rusty" Smith, Jr.
District #1

Ken Ard
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Johnnie D. Rodgers, Jr.
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

H. Morris Anderson
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COUNCIL CHAMBERS, ROOM 803
180 NORTH IRBY STREET
FLORENCE, SOUTH CAROLINA
THURSDAY, APRIL 3, 2008
9:00 A. M.

-
- I. **CALL TO ORDER:** K. G. RUSTY SMITH, JR., CHAIRMAN
- II. **INVOCATION:** H. MORRIS ANDERSON, SECRETARY/CHAPLAIN
- III. **PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:**
WAYMON MUMFORD, VICE CHAIRMAN
- IV. **WELCOME:** K. G. RUSTY SMITH, JR., CHAIRMAN

V. **MINUTES:**

MINUTES OF THE MARCH 20, 2008 REGULAR MEETING [1]
Council is requested to approve the Minutes of the March 20, 2008 regular meeting of County Council.

VI. **PUBLIC HEARINGS:** [7]

Council will hold public hearings on the following items to receive public comment:

A. **RESOLUTION NO. 24-2007/08**

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Bonds, Series 2008 (HopeHealth Project), Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$2,300,000.

B. ORDINANCE NO. 23-2007/08

An Ordinance To Adopt A New Natural Resources Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.

VII. APPEARANCES:

None.

VIII. COMMITTEE REPORTS:

(Items assigned to the Committees in italics. Revisions by Committee Chair requested.)

Administration & Finance

(Council members K. G. "Rusty" Smith, Jr./Chair, Russell W. Culberson, Waymon Mumford and James T. Schofield)

Public Services & County Planning

(Council members James T. Schofield/Chair, Mitchell Kirby, and Ken Ard)

January 18, 2007

Special Exceptions

County facilities

January 17, 2008

Ordinance No. 18-2007/08 (amend the Zoning Ordinance)

Justice & Public Safety

(Council members Waymon Mumford/Chair, Johnnie D. Rodgers, Jr. and Al Bradley)

June 7, 2007

Litter Enforcement

Education, Recreation, Health & Welfare

(Council members H. Morris Anderson/Chair, Johnnie D. Rodgers, Jr., and Al Bradley)

January 17, 2008

Ordinance No. 20-2007/08 (amend Chapter 6 – Animals & Fowl)

Agriculture, Forestry, Military Affairs & Intergovernmental Relations
(Council members Russell W. Culberson/Chair, Morris Anderson and Ken Ard)

Ad Hoc Water Study Committee
(Council members Ken Ard/Chair, Mitchell Kirby, Russell W. Culberson, and Johnnie D. Rodgers, Jr.)

IX. PROCLAMATIONS:

WEEK OF THE YOUNG CHILD [8]
A Proclamation Recognizing And Supporting The Efforts Of North Vista Elementary School As They Celebrate The Week Of April 6 – 12 As The Week Of The Young Child 2008.

X. RESOLUTIONS:

A. RESOLUTION NO. 24-2007/08 [10]
A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Bonds, Series 2008 (HopeHealth Project), Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$2,300,000.

B. RESOLUTION NO. 25-2007/08 [15]
A Resolution Designating The Month of April, 2008 As Fair Housing Month.

XI. ORDINANCES IN POSITION:

A. SECOND READING

1. ORDINANCE NO. 23-2007/08 [17]
An Ordinance To Adopt A New Natural Resources Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.
(Approved by Planning Commission 8-0)

2. **ORDINANCE NO. 24-2007/08** [72]
An Ordinance Accepting The Transfer By The Town Of Pamplico, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Pamplico, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

3. **ORDINANCE NO. 25-2007/08** [80]
An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The November 4, 2008 General Election Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

4. **ORDINANCE NO. 26-2007/08** [90]
An Ordinance Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2008, In The Principal Amount Of Not Exceeding \$25,000,000 And Setting Forth The Terms Upon Which Such Financing May Be Undertaken And The Purposes For Which The Proceeds Of Such Financing May Be Used; Authorizing The Execution And Delivery Of Certain Instruments Relating Thereto, Including A Ground Lease Agreement And A Lease Agreement; Approving The Facilitation Of Such Financing, If Required, By The Florence County Public Facilities Corporation; Approving The Form Of A Trust Agreement Between The Florence County Public Facilities Corporation And A Trustee; Approving The Optional Redemption By Refunding And Prepayment Of Amounts Owed With Respect To The Series 2003 Certificates Of Participation Of The Florence County Public Facilities Corporation; Approving Such Agreements By The County As May Be Required With Respect To The Florence County Public Facilities Corporation, The Redemption Of Said 2003 Certificates Of Participation, And The Aforesaid Lease-Purchase Financing; Approving The Termination Of An Interest Rate Swap Agreement Pursuant To An ISDA Master Agreement And Related Documents Between Florence County And Wachovia Bank, National Association; And Approving Other Matters Relating To The Foregoing.

B. INTRODUCTION

- ORDINANCE NO. 27-2007/08** [139]
An Ordinance To Amend Florence County Land Development And Subdivision Ordinance No. 38-2006/07, Article VI, Section 6.25 (D), Lots, To Amend The Requirement For Septic Percolation Tests And Permits To Exempt Estate Settlements And Life Estates.

XII. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. PEE DEE WORKFORCE INVESTMENT BOARD [142]

The Pee Dee Workforce Investment Board recommends the following individuals for appointment/reappointment to the Board: Richard Harrington and Bill Sebnick representing the private sector, Kyle Edney representing Economic Development, and Judge Taft Guile representing Community Based Organizations (Judge Guile will replace Walter Fleming who has declined reappointment).

B. BOARDS AND COMMISSIONS LIST [145]

A list of current and approaching vacancies for 2008 on Boards and Commissions was previously provided to Council.

XIII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS [146]

Monthly financial reports were provided to Council for fiscal year 2008 through February 29, 2008 as an item for the record.

B. PURCHASING AND FACILITIES MANAGEMENT DEPARTMENT

DECLARATION OF SURPLUS PROPERTY [151]

Declare three (3) televisions, County Assets #6389, 6390, and 6391, Ford Explorer V#0615, Ford Taurus V#1103, and Ford Ambulance V#2111, as surplus property and authorize the County Administrator to dispose of said property in the most advantageous manner.

C. TAX ASSESSOR

LATE FARM APPLICATIONS [153]

Council is requested to extend the deadline for application consideration; authorize these parcels to be considered; and close the filing deadline.

XIV. OTHER BUSINESS:

INFRASTRUCTURE

WILLOW CREEK BALL FIELD [155]

Approve the expenditure of funds from Council Districts 3 and 6 Infrastructure Funding allocations in an amount up to \$24,000.00 (\$12,000.00 from each district) for the purchase of a backstop for the Willow Creek Ball Field.

XV. EXECUTIVE SESSION:

Pursuant to Section 30-4-70 of the South Carolina Code of Laws 1976, as amended.

- Legal briefing by County Attorney.

XVI. INACTIVE AGENDA:

A. ORDINANCE NO. 15-2007/08

At its regular meeting of January 3, 2008, Council unanimously voted to remand this Ordinance to the Planning Commission. The Planning Commission reports the applicants have withdrawn the application for the Plan Map Amendment. (This item will be removed from Council's agenda.) An Ordinance For A Comprehensive Plan Map Amendment To Change The Land Use Map Designation For Property In Florence County Located On Pocket Road Shown On Florence County Tax Map No. 202, Block 1, The Portion Of Parcel 72 Consisting Of Approximately 72.58 Acres That Is Currently Business/Industrial To Existing Residential; The Remaining Portion Of The Parcel Consisting Of Approximately 20.5 Acres That Is Currently Business/Industrial To Remain Business/Industrial.

(Planning Commission approved 9 – 0.) (Council District 7)

B. ORDINANCE NO. 18-2007/08

At its regular meeting of January 17, 2008 Council unanimously voted to refer this Ordinance to the Committee on Public Service & County Planning. An Ordinance To Amend The Zoning Ordinance Of Florence County Section 2.5-Table III, Section 3.21, Section 5.2-Table VIII, Section 7.6 And Section 7.7 For Setbacks, Text Errors, Accessory Structure Rules And Commercial And Industrial Property Access.

(Planning Commission approved 9 – 0.)

C. ORDINANCE NO. 20-2007/08

At its regular meeting of January 17, 2008 Council unanimously voted to refer this Ordinance to the Committee on Education, Recreation, Health & Welfare. An Ordinance Amending Florence County Code Chapter 6 – Animals And Fowl, In Its Entirety To Clarify Animal Care And Control Regulations.

XVII. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING
April 3, 2008

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the March 20, 2008 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

DRAFT

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, MARCH 20, 2008, 9:00 A.M., COUNCIL CHAMBERS,
ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY ST.,
FLORENCE, SOUTH CAROLINA**

PRESENT:

K. G. "Rusty" Smith, Jr., Chairman
Waymon Mumford, Vice-Chairman
H. Morris Anderson, Secretary-Chaplain
Mitchell Kirby, Council Member
Russell W. Culberson, Council Member
Johnnie D. Rodgers, Jr., Council Member
J. Ken Ard, Council Member
James T. Schofield, Council Member
Alphonso Bradley, Council Member
Richard A. Starks, County Administrator
James C. Rushton, III, County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Ray McBride, Library Director
Sheriff Kenney Boone
Chuck Tomlinson, Morning News Staff Writer

A notice of the regular meeting of the Florence County Council appeared in the March 19, 2008 edition of the **MORNING NEWS**. Copies of the agenda were faxed to members of the media and posted in the lobby of the City-County Complex and on the County's website (www.florenceco.org).

Chairman Smith called the meeting to order. Secretary-Chaplain Anderson gave the invocation and Vice-Chairman Mumford led the Pledge of Alliance to the American Flag. Chairman Smith welcomed everyone attending the meeting.

EMPLOYEE RECOGNITION:

Council recognized County employees who completed from five to forty years of service with the County as of December 31, 2007.

APPROVAL OF MINUTES:

Councilman Rodgers made a motion Council approve the minutes of the March 6, 2008 regular meeting of County Council. Councilman Kirby seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There were no public hearings required or held.

APPEARANCES:

There were no appearances.

COMMITTEE REPORTS:

AD HOC WATER STUDY COMMITTEE

Committee Chairman Ard stated the Committee met March 6, 2008 and it was the consensus of the Committee to schedule a meeting with the City of Florence to express concerns regarding the provision of water to rural areas of the County.

RESOLUTIONS:

RESOLUTION NO. 23-2007/08

The Chairman published the title of Resolution No. 23-2007/08: A Resolution For The Naming Of A Private Road, Located Off North Georgetown Road In Florence County Shown On Florence County Tax Map Number 440, Block 5, Parcels 13, 14, 82, and 85 And Florence County Tax Map Number 439, Block 5, Parcels 2 and 8 To Perimeter Road. Councilman Ard made a motion Council approve the Resolution. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 23-2007/08 – INTRODUCED

The Chairman published the title of Ordinance No. 23-2007/08 and declared the Ordinance introduced: An Ordinance To Adopt A New Natural Resources Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.

ORDINANCE NO. 24-2007/08 – INTRODUCED

The Chairman published the title of Ordinance No. 24-2007/08 and declared the Ordinance introduced: An Ordinance Accepting The Transfer By The Town Of Pamplico, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Pamplico, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

ORDINANCE NO. 25-2007/08 – INTRODUCED

The Chairman published the title of Ordinance No. 25-2007/08 and declared the Ordinance introduced: An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The November 4, 2008 General Election Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

There were no appointments made.

REPORTS TO COUNCIL:

ADMINISTRATION

USE OF OLD LIBRARY BUILDING

Councilman Mumford made a motion Council approve the temporary use of the former Library by the Arts Alliance for the Spring Visual Arts Showcase and authorize the County Administrator to execute a temporary letter-form, lease agreement, subject to review by the County Attorney. Councilman Rodgers seconded the motion, which was approved unanimously.

TREASURER – DELINQUENT TAX DIVISION

DELINQUENT TAX DIVISION

Pursuant to policies approved September 17, 1998 and amended June 5, 2003, the Florence County Treasurer's Office – Delinquent Tax Division provided Council with quarterly reports on properties coded "I" for investigation and tax notices processed as nulla bona. No action was required by Council.

OTHER BUSINESS:

UTILITY SYSTEM FUNDING

LANGLEY ROAD

Councilman Schofield made a motion Council approve the expenditure of funds from Council District 8 Utility System funding allocation in an amount up to \$19,046.00 to assist the City of Florence with the proposed Langley Drive water line extension. Councilman Mumford seconded the motion, which was approved unanimously.

INFRASTRUCTURE FUNDING

SCRANTON BASEBALL PARK

Councilman Rodgers made a motion Council approve the expenditure of funds from Council Districts 1 & 5 Infrastructure funding allocations in an amount up to \$3,032.00 (\$1,516 from each district) to assist the Scranton Baseball Park in building a picnic shelter. Councilman Kirby seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Ard made a motion Council enter executive session to discuss a contractual matter concerning financial advisor and bond legal counsel; contractual matters concerning pending real property transaction; a personnel matter concerning Windy Hill/Olanta Rural Volunteer Fire District; and a contractual matter concerning SC DOT. Councilman Rodgers seconded the motion, which was approved unanimously. Council entered executive session at 9:38 a.m. Council reconvened at 11:12 a.m.

Subsequent to Executive Session, Council took the following actions:

ORDINANCE NO. 26-2007/08:

The Clerk published the title of Ordinance No. 26-2007/08 and the Chairman declared the Ordinance introduced: An Ordinance Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2008, In The Principal Amount Of Not Exceeding \$25,000,000 And Setting Forth The Terms Upon Which Such Financing May Be Undertaken And The Purposes For Which The Proceeds Of Such Financing May Be Used; Authorizing The Execution And Delivery Of Certain Instruments Relating Thereto, Including A Ground Lease Agreement And A Lease Agreement; Approving The Facilitation Of Such Financing, If Required, By The Florence County Public Facilities Corporation; Approving The Form Of A Trust Agreement Between The Florence County Public Facilities Corporation And A Trustee; Approving The Optional Redemption By Refunding And Prepayment Of Amounts Owed With Respect To The Series 2003 Certificates Of Participation Of The Florence County Public Facilities Corporation; Approving Such Agreements By The County As May Be Required With Respect To The Florence County Public Facilities Corporation, The Redemption Of Said 2003 Certificates Of Participation, And The Aforesaid Lease-Purchase Financing; Approving The Termination Of An Interest Rate Swap Agreement Pursuant To An ISDA Master Agreement And Related Documents Between Florence County And Wachovia Bank, National Association; And Approving Other Matters Relating To The Foregoing.

JOHNSONVILLE LIBRARY

Councilman Ard made a motion Council authorize the County Administrator to proceed with surveys, appraisals, all documentation and purchase of approximately one (1) acre of land on South Georgetown Highway, portions of parcels 00441-05-217 and 030 for \$100,000 for the Johnsonville Library, to be funded from appropriations for the library branch from the South Carolina State Library. Councilman Anderson seconded the motion, which was approved unanimously.

AGREEMENT – SC DOT

Councilman Anderson made a motion Council authorize the County Administrator to execute an agreement between SCDOT and the Florence Area Transportation Study Metropolitan Planning Organization setting forth the work and documentation to be completed by staff in order to receive federal funding as part of the SAFETE-LU Federal Highway Program. Councilman Rodgers seconded the motion, which was approved unanimously.

CITY-COUNTY COMPLEX/BAROODY STREET

Councilman Schofield made a motion Council authorize the County Administrator to:

- a) complete all documents and transactions necessary to exchange tax parcels 90168-01-007 and 90168-01-011 for tax parcels 90167-01-008, 015, 016, 017, 019, and 022 between Florence County and the City of Florence; and
- b) to assign or transfer all related leases concurrently with exchange; and
- c) to provide for and enter into an agreement to provide for continuation of the availability of common usage of available parking areas at the City-County Complex and adjacent County properties; and
- d) to accept from SC DOT the two (2) blocks of NB Baroody Street between Coit Street and Dargan Street; and
- e) to contract with Davis & Brown Engineering Firm to design parking specifications for one-way traffic and additional public parking on Baroody Street, with funding to come from the General Fund Contingency; and
- f) to enter into and issue contract options to purchase additional properties for County purposes, utilizing interim funding from the Landfill Enterprise Fund 19 Fund Balance, final approval to exercise options being subject to approval of the County Council and interim funding to be ratified in year-end budget amendments; and
- g) all above transactions and documentations being subject to review by the County Attorney for form and content.

Councilman Mumford seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 11:17 A.M.

H. MORRIS ANDERSON
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council will hold public hearings to receive public comment with regard to the following:

RESOLUTION NO. 24-2007/08

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Bonds, Series 2008 (HopeHealth Project), Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$2,300,000.

ORDINANCE NO. 23-2007/08

An Ordinance To Adopt A New Natural Resources Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Proclamation
Week of the Young Child

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Proclamation Recognizing And Supporting The Efforts Of North Vista Elementary School As They Celebrate The Week Of April 6 – 12 As The Week Of The Young Child 2008.

OPTIONS:

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

ATTACHMENTS:

A copy of the proposed Proclamation.

**PROCLAMATION BY FLORENCE COUNTY COUNCIL
FOR
THE WEEK OF THE YOUNG CHILD
APRIL 6 – 12, 2008**

WHEREAS, Florence County Council joins North Vista Elementary School, in conjunction with the National Association for the Education of Young Children, in celebrating the Week of the Young Child, April 6 – 12, 2008; and

WHEREAS, these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children, and to building better futures for everyone in Florence County; and

WHEREAS, all young children and their families across the country and in Florence County deserve access to high-quality early education and care; and

WHEREAS, in recognizing and supporting the people, programs, and policies that are committed to high-quality early childhood education as the right choice for kids.

NOW, THEREFORE, WE, THE GOVERNING BODY OF FLORENCE COUNTY, SOUTH CAROLINA, THE FLORENCE COUNTY COUNCIL, DO HEREBY PROCLAIM

**APRIL 6 THROUGH APRIL 12, 2008
*As the Week of the Young Child***

And encourage all citizens to join with us in recognizing and supporting the efforts of North Vista Elementary School as they celebrate the *Week of the Young Child 2008*.

DONE in meeting duly assembled this 3rd day of April 2008.

THE FLORENCE COUNTY COUNCIL:

K. G. RUSTY SMITH, JR., CHAIRMAN

ALPHONSO BRADLEY, MEMBER

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Resolution No. 24-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

[A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Revenue Bonds, Series 2008 (HopeHealth Project) Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$2,300,000.]

ATTACHMENT:

A copy of proposed Resolution No. 24 - 2007/08.

DRAFT

Sponsor(s) : County Council
Adopted: : April 3, 2008
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Effective Date : Immediately

I, _____,
Council Clerk, certify that
this Resolution was advertised
for Public Hearing on
_____.

RESOLUTION NO. 24-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2008 (HOPEHEALTH PROJECT), PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$2,300,000.

WHEREAS:

1. The South Carolina Jobs-Economic Development Authority (the "Authority") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "Act"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina (the "State"); and
2. The Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues, to defray the cost of a business enterprise as defined in the Act; and
3. The Authority and HopeHealth, a South Carolina nonprofit corporation (the "Borrower") which is a Federally Qualified Health Center providing primary medical care services to residents of Florence County, South Carolina (the "County"), and also assistance to persons diagnosed with HIV/AIDS or at risk for the HIV infection in the six county Pee Dee region in South Carolina, have entered into an Inducement Agreement (the "Inducement Agreement") with respect to the below-defined Project; and
4. In order to implement the public purposes enumerated in the Act, and in furtherance of the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Florence County Council as may be required by law, to issue not exceeding \$2,300,000 aggregate principal amount of its Economic Development Revenue Bond (HopeHealth Project) (the "Bond"), under and pursuant to Section 41-43-110 of the Act for the purpose of financing a portion of the costs of (i) acquiring, renovating, furnishing, and equipping an existing building located at 600 East Palmetto Street in the City of Florence, Florence County, South Carolina, to constitute an approximately 11,960 square foot medical care clinic (the "Project"), and paying costs of issuance of the Bond; and
5. The Borrower is projecting that the assistance of the Authority by the issuance of the Bond will result in the creation of twelve full-time employees from the County and surrounding areas, and that the location of the project in the County will promote education and economic development in the County through the facilities of HopeHealth; and

6. Florence County Council and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views.

NOW, THEREFORE, BE IT RESOLVED by Florence County Council, the governing body of Florence County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that (a) the Project will subserve the purposes of the Act; (b) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, or other public benefits not otherwise provided locally; (c) the Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (d) the amount of the Bond, as provided by the Borrower, will not exceed \$2,300,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bond will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bond, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bond and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The Florence County Council supports the Authority in its determination to issue the Bond to defray the costs related to the Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 3rd day of April, 2008.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
K. G. Rusty Smith, Jr.
Chairman, Florence County Council

ATTEST:

Connie Y. Haselden
Clerk to Florence County Council

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned Clerk to Florence County Council, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on April 3, 2008, at which meeting a quorum was at all times present.

WITNESS MY HAND this ____ day of _____, 2008.

Clerk to Florence County Council
Florence County, South Carolina

DRAFT

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned Clerk to Florence County Council, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on April 3, 2008, at which meeting a quorum was at all times present.

WITNESS MY HAND this ____ day of _____, 2008.

Clerk to Florence County Council
Florence County, South Carolina

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Resolution No. 25 - 2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Designating April 2008 As Fair Housing Month.

OPTIONS:

1. *(Recommended)* Approve the Resolution as presented.
2. Provide An Alternate Directive.

ATTACHMENTS:

A copy of the proposed Resolution No. 25-2007/08.

DRAFT

Sponsor(s) : County Council
Adopted: : April 3, 2008
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 25-2007/08

(Designating April 2008 As Fair Housing Month.)

WHEREAS:

1. Florence County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and
2. Florence County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and
3. The State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and
4. April is recognized nationally as Fair Housing Month.

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

April 2008 is hereby designated as Fair Housing Month in Florence County.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

Item for Meeting on: Thursday, April 3, 2008

AGENDA ITEM: Ordinance No. 23-2007/08
Second Reading/Public Hearing

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Adopt A New Natural Resources Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.]

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts
2. According to state law, a new Florence County/Municipal Comprehensive Plan must be developed every ten years.
3. The original passage date of the Natural Resources Element was March 5, 1998.
4. This Element of the Plan will provide an updated list of natural resources and provide detailed goals for local planning decisions.

OPTIONS:

1. *(Recommended)* Approve Ordinance No. 23-2007/08 as unanimously recommended by the eight Planning Commissioners present at the February 26, 2008 meeting.
2. Provide an Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 23-2007/08
2. Resolution for PC#2007-69
3. Staff Report for PC#2007-69
4. Proposed Natural Resources Element

Sponsor(s)	: Planning Commission	
Planning Commission Consideration	: February 26, 2008 [Approved 8- 0]	I, _____,
Planning Commission Public Hearing	: February 26, 2008	Council Clerk, certify that this
Planning Commission Recommendation	: February 26, 2008	Ordinance was advertised for
First Reading/Introduction	: March 20, 2008	Public Hearing on _____.
Committee Referral	:	
Second Reading	: April 3, 2008	
County Council Public Hearing	: April 3, 2008	
Third Reading	: April 17, 2008	
Effective Date	: Immediately	

ORDINANCE NO. 23-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Adopt A New Natural Resources Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.]

WHEREAS:

1. SC 6-29-510 requires a new Florence County/Municipal Comprehensive Plan be developed every ten years; and
2. The original passage date of the Natural Resources Element was March 5, 1998; and
3. Passage of this element will fulfill state law requirements, and provide goals for improving natural resources and meeting the challenges described therein.

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

1. The Florence County/Municipal Comprehensive Plan Natural Resources Element attached hereto, is hereby adopted and implemented, and supersedes all other versions of this Element which were adopted previously.
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:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content
James C. Rushton, III, County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

RESOLUTION FOR PC#2007-69

FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION

(A Resolution Recommending The Updated Natural Resources Element Of The Comprehensive Plan)

WHEREAS:

1. According to state law, a new Florence County Municipal Comprehensive Plan must be developed every ten years; and
2. The third element to be adopted according to the ten-year schedule is the Natural Resources Element; and
3. The Planning Commission advertised for and held a workshop on September 13, 2007; and
4. Following the passage of this resolution by the majority of the entire membership of the Planning Commission, the Natural Resources Element must be adopted by ordinance after public hearings by the governing bodies of all participating jurisdictions.

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION DULY ASSEMBLED THAT:

1. A Resolution is hereby adopted to recommend that the governing bodies of Florence County, the City of Florence, the City of Johnsonville, the Town of Olanta, the Town of Quinby, the Town of Scranton, and the Town of Timmons ville adopt by ordinance for their respective area of jurisdiction the update to the Florence County Municipal Comprehensive Plan Natural Resources Element as presented by the Planning Commission.

ATTEST:

Angela Thomas
Angela Thomas, Secretary

SIGNED:

Glynn Willis
Glynn Willis, Chairman

COMMISSION VOTE: 8-0

OPPOSED: None

ABSENT: D. Chaplin

D. Floyd

L. Fred

K. Lowery

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
September 25, 2007
PC#2007-69 (All Participating Jurisdictions)**

Subject: Adoption of a Resolution recommending the updated **Natural Resources Element** of the Comprehensive Plan

Staff Analysis:

According to state law, a new comprehensive plan must be developed every ten years. The seven elements of the current plan were passed by all participating jurisdictions on various dates between December 1997 and April of 1999.

The third element to be adopted in accordance with this calendar to meet the ten-year requirement is the Natural Resources Element. The Planning Commission advertised for and held a workshop on September 13, 2007 to discuss this issue and made one typographical error change.

Element Information:

The Natural Resources Element details the current environmental conditions of Florence County, the protection and sustainment of the natural resources, and goals for improving several of the statistics described.

Following the passage of a resolution by the majority of the entire membership of the Planning Commission, the Natural Resources Element must be adopted by the governing bodies of all participating jurisdictions. The councils of the appropriate jurisdictions must also hold public hearings on this element before adoption and adopt it by ordinance.

Planning Commission Recommendation:

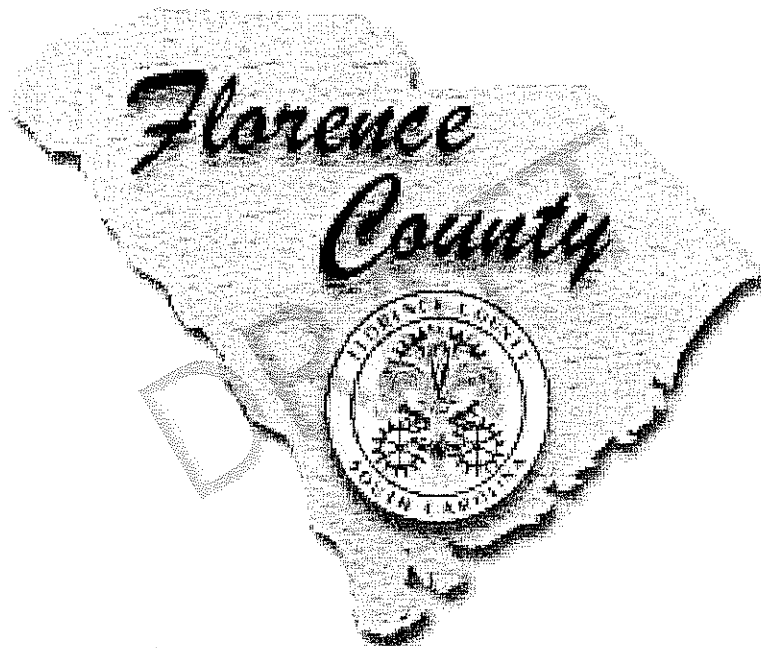
The eight Planning Commission members present at their February 26, 2008 meeting, voted unanimously to adopt a resolution recommending that all participating jurisdictions adopt the Natural Resources Element.

Attachments:

Copies of the following are attached:

1. Proposed Natural Resources Element
2. Resolution of Recommendation

NATURAL RESOURCES ELEMENT



FLORENCE COUNTY/MUNICIPAL COMPREHENSIVE PLAN



NATURAL RESOURCES ELEMENT TABLE OF CONTENTS

INDEX OF TABLES AND FIGURES..... 2

INTRODUCTION 3

CLIMATE AND TOPOGRAPHY..... 4

PRIME AGRICULTURE & FOREST LAND..... 5

 FOREST LAND 5

 AGRICULTURAL RESOURCES..... 5

SOIL TYPES..... 8

 EROSION 11

MINING 11

WATERSHEDS & WATER BODIES..... 13

 WATER BODIES 14

 RIVER BASINS & WATERSHEDS 14

 SURFACE WATER QUALITY 19

 FLOODPLAINS 26

 FLOOD HAZARD AREAS 26

THREATS TO NATURAL RESOURCES..... 28

 WATER QUANTITY 28

 WATER QUALITY 29

PLANT/ANIMAL HABITATS & ENDANGERED SPECIES..... 33

AIR QUALITY 35

UNIQUE SCENIC VIEWS & RECREATION AREAS..... 37

SUMMARY..... 42

GOALS AND IMPLEMENTATION STRATEGIES..... 43

REFERENCES 48

 INTERNET SOURCES..... 48

ELEMENT ADOPTION DATES..... 50



INDEX OF TABLES AND FIGURES

TABLES

Table 3-1	Florence County Temperature Summary (1948-2006)	4
Table 3-2	Florence County Precipitation Summary (1892-2006)	4
Table 3-3	Farm Land for Florence and Surrounding Counties (2002)	6
Table 3-4	Number & Size of Farms in SC, Florence, & Neighboring Counties (1997 & 2002)	6
Table 3-5	Size and Number of Farms, Florence County (1997 & 2002)	7
Table 3-6	Florence County Changes in Number and Acreage of Farms (1987-2002)	7
Table 3-7	Florence County Soil Types	10
Table 3-8	Florence County Active Mining Permits	12
Table 3-9	2006 List of Impaired Waters	20
Table 3-10	Common Water Quality Indicators	21
Table 3-11	Sites on the 2006 303(d) List for Mercury Contamination in Fish	22
Table 3-12	2007 Fish Consumption Advisories	22
Table 3-13	Endangered Plant & Animal Life: Florence County	34

FIGURES

Figure 3-1	Florence County Farmland	8
Figure 3-2	Florence County Soil Types	9
Figure 3-3	Watershed of Eastern South Carolina	13
Figure 3-4	Florence County Water Bodies	14
Figure 3-4	Carolina Bay	18
Figure 3-6	Florence County Wetland Inventory	25
Figure 3-7	Florence County Flood Zones	27
Figure 3-8	Natural Water Cycle	30
Figure 3-9	Development and Water Cycle	31
Figure 3-10	Analysis Between Water Quality and Impervious Surface	32
Figure 3-11	Sources of VOCs	36
Figure 3-12	Sources of NOx	36
Figure 3-13	Lynches River County Park	38
Figure 3-14	Jeffries Creek	39
Figure 3-15	Florence Rail Trail	39

APPENDICES

- A. An Assessment of the Middle Pee Dee Subbasin (03040201) – USDA-NRCS
- B. An Assessment of the Lynches Subbasin (03040202) – USDA-NRCS



NATURAL RESOURCES ELEMENT

INTRODUCTION

An analysis and inventory of the natural resources of the County is necessary to effectively and productively plan for growth and development. While identifying and recognizing these resources, the Natural Resources Element of the Florence County/Municipal Comprehensive Plan will not only provide information about such resources, but also discuss goals for protection and sustainment. By attempting to preserve, maintain, and improve our natural resources, many facets of our community can be enhanced including social, economic, and cultural aspects.

Conserving natural resources and maintaining a healthy environment is not just about water quality or tree preservation. It is also about understanding the interconnectedness of our ecosystem and using natural resource based planning to ensure that future development respects the characteristics that make Florence County unique. Natural resource based planning starts with conducting a natural resources inventory so a community can see its assets. It then requires that resources be prioritized. Plans and regulations then direct development to the areas most suited for protection, ensuring minimal impact on priority natural resources through the location, design, and engineering of new development.

Florence County is located in the Coastal Plain region of the East Coast and has a variety of natural features and resources that contribute to the quality of life experienced by its residents. Fertile soils, a number of surface water streams, climatic conditions suitable for extended agrarian activities, and an abundance of forested areas enrich the County's recreation amenities, community facilities, and industrial opportunities.

Florence County has a total of 803.05 square miles of land area. Of these 803.05 square miles, 3.84 are covered by water (2005 SC Statistical Abstract). Forest areas and watercourses surround the County on nearly every side, including the Great Pee Dee River that borders Florence County along its eastern side and the Lynches River that runs directly through Florence County ending as it converges with the Great Pee Dee River in the City of Johnsonville. In addition to these rivers, a host of other features compose the natural resources within the total area of Florence County, including fertile soil, wetlands, swamps, bays, and many naturally scenic areas.

This Element is divided into twelve sections, including the Introduction, Summary, and Goals. The remaining sections are:

- Climate and Topography/Slope Characteristics
- Prime Agriculture & Forest Land
- Soil Types
- Mining
- Water & Wetlands
- Flood Hazard Areas
- Plant/Animal Habitats & Endangered Species
- Air Quality
- Unique Scenic Views & Recreation Areas



The conservation of natural resources coupled with the understanding of our ecosystems will ensure that future development has a reduced impact on our natural resources with attention given to location, engineering and design.

The information in the Natural Resource Element is a statement of current environmental conditions and an analysis of that information. It serves to show the resources and environment indicative to Florence County. Ideally, this document will be used as the basis for future planning in Florence County in order to recognize, protect, and enhance existing natural resources.

CLIMATE AND TOPOGRAPHY

The climate in Florence County is relatively temperate. The warm season begins in April and extends into September. The Appalachian Mountains, which are 175 miles northwest of Florence, act as a natural barrier from most cold fronts keeping winters relatively mild. However, winters temperatures often dip into the 20s. Snow flurries can occur, but it is unusual to have any measurable amount of snowfall. The average temperature in January is 44.7 degrees. The first frost of the season typically occurs in mid-November, with the last frost typically in mid-March. Florence averages an annual rainfall of 43.72 inches, with 36% falling in summer, the greatest of any other season. In addition, Florence experiences its warmest weather during the summer months, with the average temperature in July reaching 81°F degrees. Annually, the average daytime temperature is 63.2°F. The tables below list climate statistics for the County (Internet 1).

Table 3-1 Florence County Temperature Summary (1948-2006)

	TEMPERATURE	DATE
Highest Maximum Temperature	108°F	6/27/1954
Highest Mean Temperature	92°F	7/13/1986
Lowest Minimum Temperature	0°F	1/21/1985
Lowest Mean Temperature	12.5°F	1/21/1985
Maximum Annual Average Temperature	74.8°F	N/A
Mean Annual Average Temperature	64°F	N/A
Minimum Annual Average Temperature	53.1°F	N/A

Source: South Carolina State Climatology Office

Table 3-2 Florence County Precipitation Summary (1892-2006)

	STATISTIC	DATE
Highest Daily Rainfall	8.2"	9/5/1979
Annual Average Rainfall	46.46"	n/a
Wettest Year	82.64" of precipitation	1929
Driest Year	27.5" of precipitation	1954
Mean Snowfall	1.9"	n/a
Largest Snowfall	13"	1973

Source: South Carolina State Climatology Office

Florence County can be found approximately 60 to 65 miles inland from the Atlantic Ocean between the Great Pee Dee and Lynches Rivers. It is composed of 803.05 square miles, or approximately 512,000 acres, and it is situated in the northeast part of South Carolina in the coastal plains region. Florence County has a gently rolling to level terrain, and resides between 25 and 150 feet above sea level. The City of Florence, the highest point in the County, is situated 150 feet above sea level, as opposed to the flood zones, which are located 25 feet above. The



majority of the County is an average of 70 feet above sea level and is drained by the tributaries of the Great Pee Dee and Lynches Rivers (Internet 13).

PRIME AGRICULTURE & FOREST LAND

FOREST LAND

Florence County woodlands can be divided into two types of vegetative communities: upland vegetation and lowland forest areas. The upland forest has both coniferous (cone bearing) and deciduous (shedding leaves annually) forests. This area is known to have ample pines and broad leaf tree species that tower across the landscape. The types of trees in the upland area can include: oaks, sweet gums, and hickories. At the base of the larger trees is an assortment of thick understory, including smaller trees, shrubs and vines such as blackberry and muscadine grape. The lowland forest areas, which are located within the flood plain of the Great Pee Dee and Lynches Rivers, include trees such as bald cypress, gum, sycamore, water hickory, lowland oaks, soft maples, willows, and others. The understory is similar to the understory of the upland woodlands, but is also cleaner in flood prone areas.

Trees are a vital natural resources and one that must be conserved and protected. Trees have many benefits to a community such as:

- reducing electricity bills by providing shade to homes and neighborhoods
- increasing property values, reducing storm water runoff and flooding possibilities
- enhancing wildlife and providing habitats for animals and other plants
- improving air quality by removing dust and other pollutants such as ozone, carbon monoxide and sulfur dioxide from the air and producing oxygen
- reducing the temperature by providing shade
- reducing glare and reflection
- contributing to a more aesthetically pleasing community

Trees contribute greatly to a community which is why it is vital to enhance, conserve, and protect the trees in Florence County. This concept will be discussed further in the Land Use Element.

AGRICULTURAL RESOURCES

Florence County has had many areas adapted for crop production and overall farm usage. Soil types and their characteristics, which will be discussed later, are important factors in the measure of success realized in growing the variety of crops in Florence County. The table below compares the farm acreage of Florence County with those of the neighboring counties.

THIS SPACE LEFT BLANK INTENTIONALLY



Table 3-3 Farm Land for Florence and Surrounding Counties (2002)

COUNTY	TOTAL LAND AREA OF COUNTY (ACRES)	FARM LAND (ACRES)	% FARM LAND
Florence	511,494	171,388	33.51%
Clarendon	388,640	147,890	38.05%
Darlington	359,718	161,443	44.88%
Dillon	259,123	112,262	43.32%
Lee	262,611	122,518	46.65%
Marion	313,024	93,262	29.79%
Marlboro	307,021	114,963	37.44%
Sumter	425,894	135,805	31.89%
Williamsburg	597,760	205,904	34.45%

Source: National Agricultural Statistic Service

As the table above indicates, Florence County has a relatively lower percentage of farm land, compared to other surrounding counties. At 33.5%, Florence ranks seventh in the Pee Dee in its percentage of farm land. Only Sumter and Marion have lesser amounts of farm land at 31.89% and 29.79% respectively. Lee County, which is primarily rural, has the largest portion of farm land at 46.65%. However, the table below provides further insight into how farming is changing in Florence and surrounding counties.

Table 3-4 Number & Size of Farms in SC, Florence, & Neighboring Counties (1997 & 2002)

COUNTY	# OF FARMS (1997)	AVERAGE SIZE (1997)	# OF FARMS (2002)	AVERAGE SIZE (2002)
South Carolina	25,807	193 acres	24,541	197 acres
Florence	762	235 acres	612	280 acres
Clarendon	365	407 acres	390	319 acres
Darlington	433	382 acres	361	447 acres
Dillon	229	415 acres	197	570 acres
Lee	267	465 acres	324	378 acres
Marion	240	347 acres	213	438 acres
Marlboro	212	564 acres	222	518 acres
Sumter	501	296 acres	537	253 acres
Williamsburg	740	272 acres	681	302 acres

Source: SC Statistical Abstract, 2006

As illustrated in the table above, in 2002 Florence County has 612 individual farms, at an average size of 280 acres. Of the Pee Dee Counties, only Williamsburg has more farms than Florence with 681. Dillon County represents the Pee Dee County with the largest average size farm at 570 acres. Based on the above table, between 1997 and 2002 the number of farms in Florence County decreased, but the size of the remaining farms increased. So, while Florence lost a number of farms over this time period, the County also gained acreage on remaining farms. Of the 612 farms, 464 were less than 219 acres. This may be an indication of an emergence of part-time or hobby farmers that operate farms under the notion that the farm will not be a primary source of income. Often times, hobby farmers operate farms as a side job. Farms in Florence County represent 2.5% of all farms in the state. Statewide, Anderson tops this list, with 6.7% of all farms in South Carolina located in their county. Moreover, McCormick County has the fewest farms in the state, representing only 0.4% of the total. Of the Pee Dee Counties, Florence ranks fifth in the market value of agricultural products sold, at thirty-five million dollars per year. The majority of the thirty-five million dollars of agricultural products sold in Florence County is produced by the farms in the county that are over 219 acres in size. From the table below, you



can see that 148 farms are larger than 219 acres. The farms in Florence, large and small, produce a variety of crops, including cotton, soybeans, hay, tobacco, grain corn, and grain wheat.

Table 3-5 Size and Number of Farms, Florence County (1997 & 2002)

SIZE OF FARM (ACRES)	NUMBER OF FARMS (2002)
1 - 49 ACRES	228
50 - 99 ACRES	100
100 - 219 ACRES	136
220 - 499 ACRES	64
500 + ACRES	84

Source: National Agricultural Statistic Service

In regards to total farm acreage, Florence County's total has decreased approximately 24% between 1987 and 2002. Changes in farmland resources have also occurred over recent periods of time. Significant changes in the amount of farmland in the County may be indicative of changes in community priorities or due to development activities and increased competition in other economic markets. The table below indicates the changes in farms in Florence County between 1987 and 2002.

Table 3-6 Florence County Changes in Number and Acreage of Farms (1987-2002)

	# OF FARMS	LAND IN FARMS	TOTAL CROPLAND	TOTAL CROPLAND
1987	926	209,688 acres	891 farms	136,465 acres
1992	781	194,822 acres	755 farms	131,812 acres
1997	615	168,600 acres	579 farms	114,479 acres
2002	612	171,388 acres	532 farms	103,576 acres
15 year change	-314	-38,300 acres	-359 farms	-32,889 acres

Source: National Agricultural Statistic Service

While agriculture is visible across Florence County, certain areas, such as locations of prime farmland, are better suited for this use. Prime farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops. If treated and managed according to acceptable farming methods, prime farmland can produce large amounts of crops. Not only is prime farmland ideal for farming and crop production, but it can easily be converted and used for development. Often times, prime farmland is converted for development purposes when it is located in close proximity to urban areas. Between 1992 and 1997, 86,200 acres of prime farmland in South Carolina was converted to developed land. Furthermore, of the land developed during those years, 23.8% was prime farmland. If Florence County desires to protect prime farmland from development in the future, this can be accomplished through zoning and conservation easements.

Land that does not meet the criteria for prime may be considered farmland of statewide importance. The criteria for defining farmland of statewide importance are determined by the appropriate state and local agencies in cooperation with the US Department of Agriculture (USDA). Farmland of statewide importance includes land areas where the soils do not meet the requirements for prime farmland, but are still highly productive. Farmland of statewide importance may include tracts of land that have been designated for agriculture by State law. This type of farmland can produce a high yield of crops if treated and managed properly. In addition, it can be expensive to convert back into quality cropland once developed. The following map shows the location of prime farmland and farmland of statewide importance in Florence.

Figure 3-1 Florence County Farmland



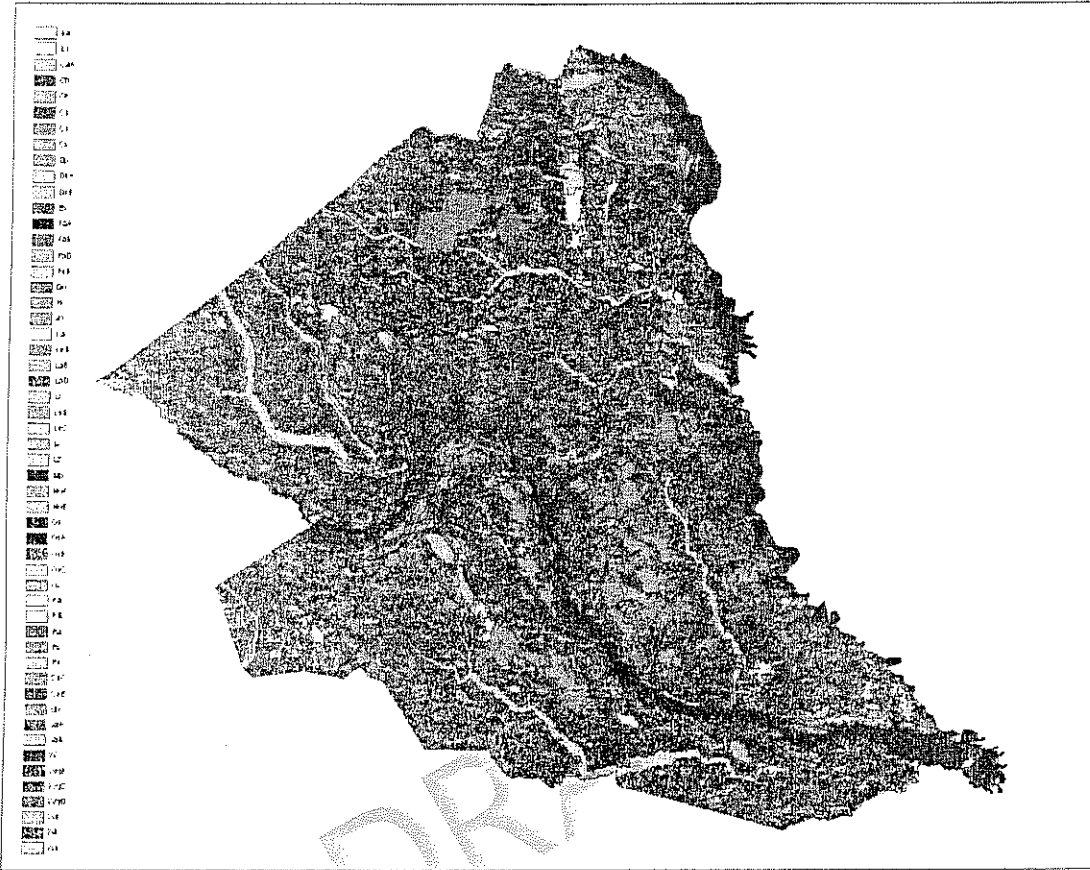
Map courtesy of the South Carolina Department of Natural Resources

SOIL TYPES

Soil types play a crucial role in determining agricultural, industrial, recreational, and wildlife composition. Throughout Florence County, there are a variety of uses for the wide range of soils. Soil types considered optimal for agricultural use are also considered good for residential, commercial, and industrial uses. The following is a brief summary of some of the soil types found in Florence County. The information in this section was taken from the Natural Resource Conservation Service (NRCS) website (Internet 2). The table and map below, which can and should facilitate land use planning, list the soil types in Florence County.

THIS SPACE LEFT BLANK INTENTIONALLY

Figure 3-2 Florence County Soil Types



Source: Natural Resource Conservation Service (Internet 2)

THIS SPACE LEFT BLANK INTENTIONALLY



Table 3-7 Florence County Soil Types

SOIL TYPE	ACRES	COMMON CROPS
Barth Loamy Sand (Ba)	2,813	n/a
Brogdon Sand (Br)	1,074	n/a
Cahaba Loamy Fine Sand (0-3% Slopes) (CaA)	5,833	n/a
Cahaba-Leaf Complex (Cb)	3,845	n/a
Cape Fear Loam (Ce)	967	n/a
Chastain-Chewacla-Congaree (Ch)	18,471	n/a
Chiple Loamy Sand (Cn)	4,090	Tobacco, cotton, corn, soybean, oats
Coxville Fine Sandy Loam (Cv)	69,674	Corn, soybeans, small grain, pasture grasses
Duplin Fine Sandy Loam (Dp)	20,402	Tobacco, cotton, corn, soybean, truck crops, small grain
Duplin and Exum Soils (0-2% Slopes) (DuA)	3,222	n/a
Duplin and Exum Soils (2-6% Slopes) (DuB)	961	n/a
Exum Sandy Loam (Ex)	1,154	n/a
Faceville Loamy Sand (0-2% Slopes) (FaA)	357	n/a
Faceville Loamy Sand (2-6% Slopes) (FaB)	256	n/a
Faceville Loamy Sand (6-15% Slopes) (FaD)	42	n/a
Fuquay Sand (0-4% Slopes) (FuB)	2,294	n/a
Goldsboro Loamy Sand (Go)	46,306	Tobacco, cotton, corn, soybeans, truck crops, small grain
Hyde Loam (Hy)	357	n/a
Johns Fine Sandy Loam (Jo)	6,917	n/a
Kalmia Loamy Sand (Ka)	1,799	n/a
Kenansville Sand (0-4% Slopes) (KeB)	1,642	n/a
Lakeland Sand (0-6% Slopes) (LaB)	22,096	Corn, peanuts, watermelons, soybeans
Lakeland Sand (6-15% Slopes) (LaD)	3,848	Coastal Bermuda grass, bahia grass, sericea lespedeza
Lucy Sand (0-6% Slopes) (LuB)	1,442	n/a
Lynchburg Sandy Loam (Ly)	78,523	Tobacco, corn, soybeans, small grain
Lynn Haven Sand (Lz)	446	n/a
Mine Pits and Dumps (Mp)	419	n/a
Norfolk Loamy Sand (0-2% Slope) (NoA)	34,993	Cotton, corn, soybeans
Norfolk Loamy Sand (0-2% Slope) (NoA)	7,114	Cotton, corn, tobacco, soybeans, small grain
Olanta Loamy Sand (On)	4,001	n/a
Orangeburg Loamy Sand (0-2% Slopes) (OrA)	3,224	Cotton, tobacco, corn, soybeans
Orangeburg Loamy Sand (2-6% Slopes) (OrB)	1,544	n/a
Orangeburg Loamy Sand (6-10% Slopes) (OrC)	100	n/a
Osier Loamy Sand (Os)	7,058	n/a
Pantego Loam (Pa)	12,546	n/a
Pocalla Sand (0-4% Slopes) (PiB)	1,422	n/a
Rains Sandy Loam (Ra)	20,487	Corn, soybeans, small grain, pasture grasses
Rimini Sand (Rs)	154	n/a
Rutledge Loamy Sand (Ru)	7,357	Gum trees, water-tolerant oak trees, cypress, some pines
Sunsweet Loamy Fine Sand (6-10% Slopes) (SuC)	1,418	n/a
Sunsweet Loamy Fine Sand (10-25% Slopes) (SuE)	1,494	n/a
Urban Land-Coxville Norfolk Association (Ub)	4,778	n/a
Varina Loamy Fine Sand (0-2% Slopes) (VaA)	1,470	n/a
Varina Loamy Fine Sand (2-6% Slopes) (VaA)	3,911	n/a
Water (W)	3,433	n/a
Wagram Sand (0-6% Slopes) (WgB)	30,263	Cotton, tobacco, corn, soybeans, Bermuda & bahia grass
Wagram Sand (6-10% Slopes) (WgC)	2,834	n/a
Wagram Sand (10-15% Slopes) (WgD)	1,291	n/a
Wahee Fine Sandy Loam (Wh)	5,598	n/a
Wehadkee-Chastain Association (Wk)	11,011	n/a
Wehadkee and Johnson Soil	31,622	n/a

Source: Natural Resource Conservation Service (Internet 2)



EROSION

In addition the many uses that can occur on various soil type, there are also major concerns with erosion of soils in Florence County. Soil erosion management is a widespread issue in both Florence and throughout South Carolina, and leads to many problems including the following:

- Filling of streams and lakes
- Reduction of cropland
- Damaging of fish and wildlife habitats
- Clogging of storm drainage systems
- Increasing the costs associated with water treatment

Erosion is a process in which soil particles are loosened from an original resting area and transported to another location. Although often a natural process and the result of wind, water run-off, or other geologic means, erosion can be increased by poor land use practices, deforestation, overgrazing, unmanaged construction activity, and road building. However, improved land use practices can reduce erosion through techniques such as terrace-building and tree planting. In order to reduce the amount of erosion caused by development, sites that have soil types with minimal limitations regarding the intended use for the site are encouraged for selection. Erosion mitigation methods would also help to increase site stability and reduce the negative effects on other areas in the County.

Additionally, by volume, sediment, matter that has been deposited by some natural process such as wind and water, is considered a major source of water pollution. In order to attempt to alleviate this growing problem, there are several steps that can be taken according to the NRCS as follows:

1. Planners should pass ordinances in their communities to control erosion.
2. Plans should include standard practices to reduce runoff and retain soils sediment on site.
3. Developers should be required to prepare a soil and water conservation component to any development that disturbs or adds fill dirt to the natural surface of the land.
4. The watershed approach should be used in planning for soil and water conservation and stormwater management.
5. Local planners should encourage the adoption of Best Management Practices (BMPs) to guide forestry, agriculture, and construction activities.
6. Planners should use soil survey information for making land use plans and decisions. Furthermore, builders and developers should consult a soil survey before commencing any construction activities.

MINING

South Carolina currently has approximately 540 active mining permits. Sixteen of these permits are active in Florence County. Of these 16 mines, 7 mine strictly sand, while the other 9 mine both sand and clay. In 1974, the South Carolina Mining Act was passed to ensure all mined lands would be returned to some useful purpose and for the protection of people and the environment. This process is also known as the reclamation process. The reclamation process, as well as the mine permitting process, is overseen by the Mining and Reclamation Section of the SC Department of Health and Environmental Control (SCDHEC). The basic objectives of reclamation are to ensure public safety, establish vegetation for soil stability, and protection of



adjacent areas. The regulations allow for reclamation such as lakes or ponds, grasslands, woodlands, croplands, parks or recreational areas, landfills or residential or commercial development (Internet 15). The table below provides a list of active mining permits in Florence County, as well as the minerals mined and the reclamation practice.

Table 3-8 Florence County Active Mining Permits

MINE NAME	MINERALS MINED	RECLAMATION PRACTICE
Anderson Pit	Sand Top	n/a
Asphalt Plant # 8	Sand	Grasslands
Hayes Excavation	Sand/Clay	Lake or Pond
Hayes Excavation (2)	Sand/Clay	Lake or Pond
Huggins Pit	Sand Top	n/a
J. Hayes	Sand/Clay	Grasslands
J. Hayes (2)	Sand/Clay	Grasslands
Johnsonville Plant	Sand	Lake or Pond
McCutcheon #2	Sand/Clay	Grasslands, Lake or Pond
McCutcheon Mine	Sand/Clay	Grasslands
McLellan Pit	Sand Top	n/a
Poston Pit	Sand/Clay	Grasslands, Lake or Pond
Prestress Mine	Sand	Grasslands, Lake or Pond
R.E. Goodson Mine	Sand/Clay	Grassland
Wildbird Run Mine	Sand Top	n/a
Wildbird Run Mine (2)	Sand Top	n/a

Source: SC Department of Health and Environmental Control (SCDHEC)

DRAFT

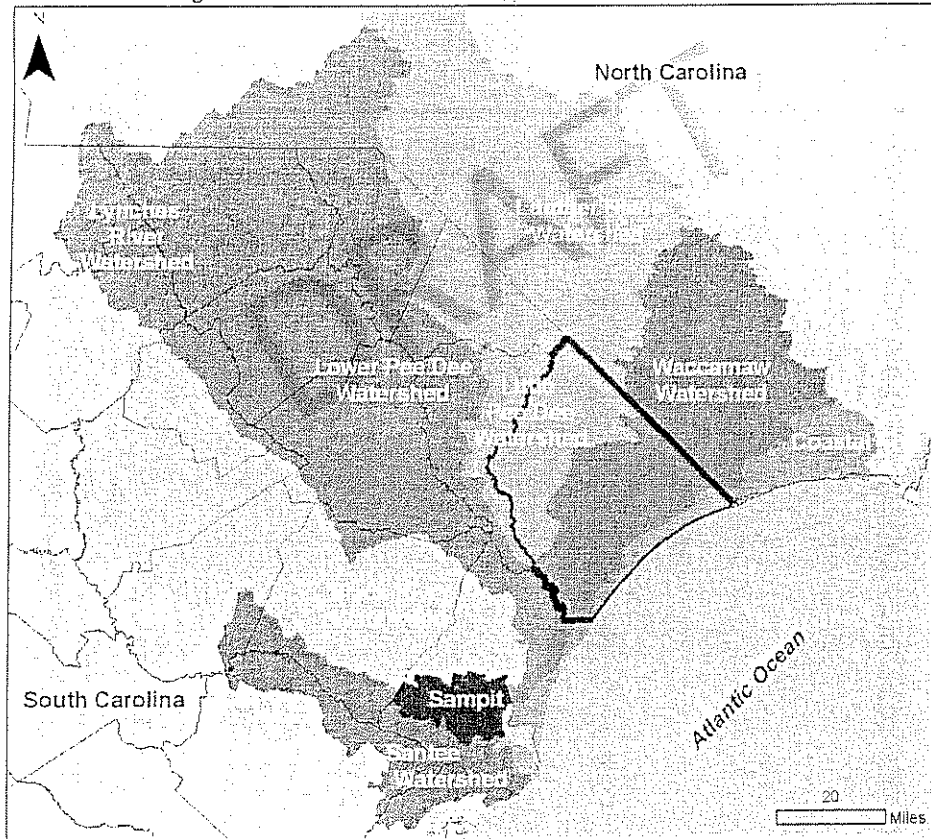
THIS SPACE LEFT BLANK INTENTIONALLY

WATERSHEDS & WATER BODIES

A watershed is the land that water flows across or through on its way to a common stream, river, or lake. Water that flows across land is usually the result of rainfall, which generates stormwater runoff. Areas with high water tables also support sustained dry weather flows into low-lying areas, such as ditches and creeks. Flows are also supported by groundwater emissions, including artesian springs.

Depending on the specific management need, a watershed can be defined broadly, such as the drainage for an entire river or lake, or very narrowly, such as the drainage feeding just a small creek or pond. The broadest spatial scale is termed a "basin" and the smallest, a "catchment". In South Carolina, eight basins have been defined (**Map 1**). Florence County, located west of the highlighted County, Horry County, lies within two watersheds, the Lower Pee Dee and Lynchies River Watersheds.

Figure 3-3 Watershed of Eastern South Carolina



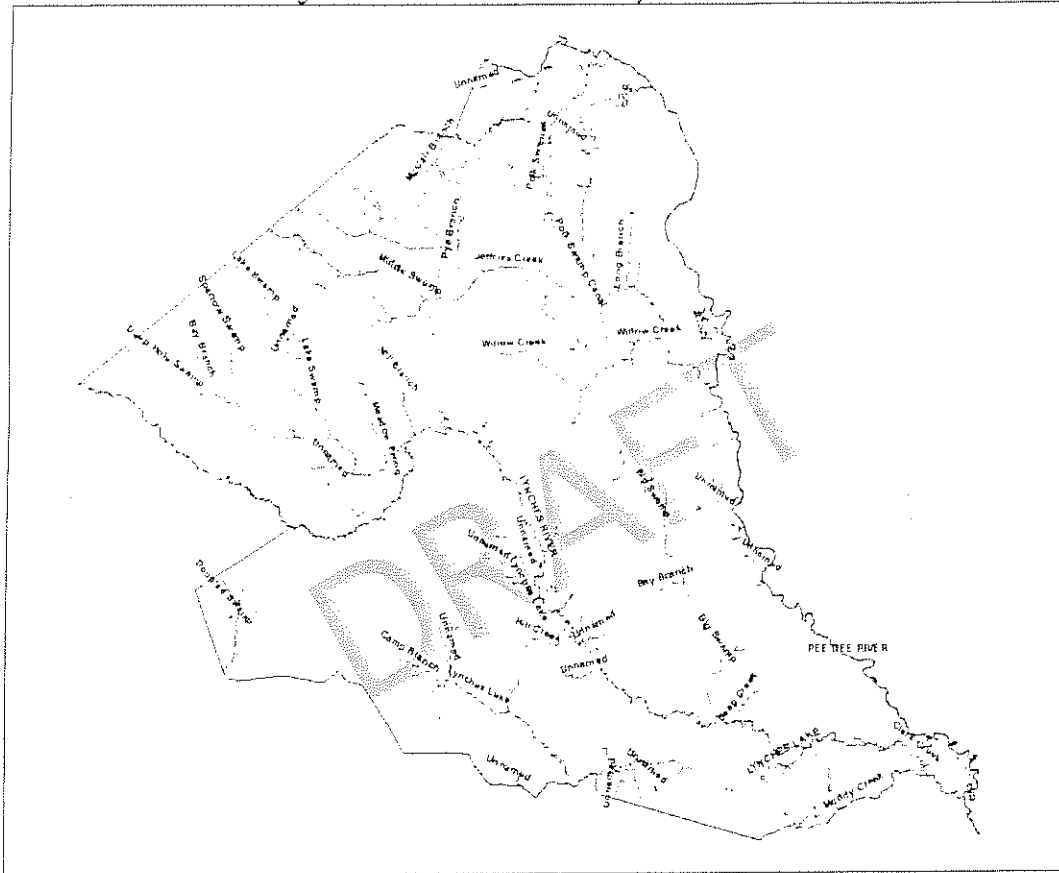
Source: Waccamaw Watershed Academy, Coastal Carolina University



WATER BODIES

Florence County has over 139,000 acres covered by water. These water sources include rivers, creeks, ponds, and streams. The map below shows the major water bodies in Florence County.

Figure 3-4 Florence County Water Bodies



Map courtesy of the Florence County Planning Department

RIVER BASINS & WATERSHEDS

Two major river basin assessments were completed in August 2007, by Natural Resource Conservation Service (NRCS). These reports provide a comprehensive study and assessment and can be accessed at: http://www.sc.nrcs.usda.gov/intranet/rapid_watershed_assessment.html

Watersheds and drainage basins are the parts of the land surface of Florence County that serve the purpose of channeling rainwater to the two major rivers in the County: the Lynches River and the Great Pee Dee River. The average annual rainfall for the County is 46.46 inches per year. Most of this rainfall is used by plants, absorbed into the soil, or drained into basins and rivers (Internet 1). A



portion of the rainfall is intercepted by plants and absorbed into the soil. The remaining water that is not evaporated progresses through drainage basins to river channels.

The following information, taken from a report by the North Carolina Department of Environment and Natural Resources, details information about the Yadkin-Pee Dee River Basin: The Yadkin-Pee Dee Basin is the northern portion of a large river system that drains central North Carolina and northeastern South Carolina. The basin is divided into four sub-basins. The headwaters of the Yadkin River drain the eastern slope of the Blue Ridge Mountains, northeast of Blowing Rock. In the upper part of the basin the Yadkin flows generally northeasterly for about 100 miles before turning south. It continues flowing southeasterly and merges with the Uwharrie River east of Albemarle to form the Pee Dee River. The Rocky River flows into the mainstream below Lake Tillery. The Pee Dee continues flowing southeastward through South Carolina, where it is known as the Great Pee Dee River, and flows into the Atlantic Ocean near Georgetown, SC (Internet 5).

Land in Florence County is influenced by two major rivers of the Pee Dee River basin and an extensive network of tributaries feeding into those rivers. Interconnected within the County are also a number of branches, creeks, swamps and wetlands, as indicated in the map above. These areas serve vital functions related to the County's water supply, drainage, agricultural activities, and wildlife habitat. Some of the tributaries of the two rivers in the County are unnamed and minor in terms of the water volume contributed into larger streams, but they all contribute to the important surface water areas of the County. The list provided in this section includes the rivers, creeks, and most of the major branches feeding into the rivers (1997 Comprehensive Plan).

Florence County is covered in its entirety by the Pee Dee River basin. However, there are three sub-basins that operate within this larger basin to drain runoff from portions of the County. These three sub-basins are described as follows:

- **Great Pee Dee River Sub-basin:** This sub-basin drainage area covers the northeastern portion between Marion and Florence Counties, draining about 40% of the County's land area. The City of Florence and the Town of Quinby are both located within the Great Pee Dee River Sub-basin.
- **Lynches River Sub-basin:** This sub-basin drains the municipalities of Timmonsville, Coward, Lake City, Scranton, Pamplico and Johnsonville. Being located in the middle of the County, the Lynches River Sub-basin covers about 55% of Florence County.
- **Black River Sub-basin:** Although the Black River does not flow through any portion of Florence County, part of its sub-basin can be found in the County. Black River is in Williamsburg County just to the south of Florence County. About 5% of Florence County's southwestern edge is affected by the sub-basin of the Black River.

Issues involving river basins are primarily related to water run-off. Run-off can carry a variety of pollutants, including petroleum products from spills, automobiles, and highways. Pesticides and fertilizers, as well as chemical treatments for golf courses, can travel along the sub-basins in the County. As mentioned earlier, sedimentation from erosion and contaminants can cause problems for water-based recreational areas and natural sources used for public water supplies. As part of the mandate from the Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC), Florence County has adopted a storm water management plan that addresses various requirements. Implementation of this plan will not only allow Florence County to meet the Federal and State requirements, but also provide opportunities for improving the water quality in the area.

The following sections provide listings and information about water resources in Florence. A map of many of these water features can be found in the map on page 12 of this document.



Rivers

- **Great Pee Dee River:** This River forms the eastern border of Florence County and runs in a southeastern direction. This is the larger of the two rivers associated with the County and has a drainage area over most of the northeast portion of Florence County.
- **Lynches River:** Lynches River enters the County on the west near Cartersville and runs through the middle and southeast parts of the County. Its boundaries merge with the Great Pee Dee River in the southeastern corner of the County.

Lakes and Ponds

- **Forest Lake:** Located off of West Palmetto Street
- **Lazar Lake:** Situated between Second Loop Road and Jeffries Creek
- **Lynches Lake:** Located between Lake City and Johnsonville
- **Lake Oakdale:** Located northwest of Interstate 95 in the Oakdale community
- **Freedom Florence Pond:** Located off of SC 51 near Jefferies Creek
- **McLeod Park Pond:** Located off of US 76 at David McLeod Park
- **Muldrows Mill Pond:** Located south of the City of Florence near US 52.

Wetlands and Swamps

Wetlands cover a large part of Florence County. These areas create a number of outdoor activities including fishing, hunting, boating, wildlife observation, natural studies, swimming, camping, and hiking. According to the Environmental Protection Agency (EPA), "Inland wetlands are most common on floodplains along rivers and streams, in isolated depressions surrounded by dry land, along the margins of lakes and ponds, and in other low-lying areas where the groundwater intercepts the soil surface or where precipitation sufficiently saturates the soil". Florence County wetlands may include marshes and wet meadows with herbaceous plants, swamps dominated by shrubs, and wooded swamps with trees as described by the EPA. These areas are abundant in undisturbed plant and animal life with some of the species found being rare and endangered, which will later be discussed (Internet 6).

Swamps

- **Back Swamp:** Traces a portion of the northern County line abutting Darlington County
- **Big Swamp:** Runs parallel with a portion of SC 51 near the Pamplico area
- **Deep Hole Swamp:** Located in Cartersville
- **Douglas Swamp:** Located in the Motts area, southwest of Olanta
- **Lake Swamp:** Situated between Timmons ville and Effingham
- **Little Swamp:** Located near the Pee Dee River in the southeastern part of the County
- **Long Branch Swamp:** Runs along the southern portion of the County line and borders Williamsburg County
- **Middle Swamp:** Located southwest of the City of Florence
- **Polk Swamp:** Located in the northeast part of Florence County
- **Sparrow Swamp:** Situated south of Timmons ville
- **Snow's Island:** Located in the southeastern most tip of the County near Johnsonville

Branches

- **Alligator Branch:** Located between US 52 and Savannah Grove Road
- **Barfields Old Mill Branch:** Located northeast of Pamplico
- **Bay Branch:** Located in the Cartersville Township, west of Timmons ville
- **Big Branch:** Located near Danwood
- **Bigham Branch:** Located north of Pamplico



- **Boggy Branch:** Located in the northeast part of County
- **Bullock Branch:** Located southeast of Pamplico
- **Bushy Branch:** Runs through Olanta and into Douglas Swamp, just south of Olanta
- **Camp Branch:** Runs along Highway 403, towards Lake City
- **Cane Branch:** Located in the north central part of County
- **Claussen Branch:** Located in the northeast part of County
- **Gum Branch:** Located on Cane Branch Road
- **Long Branch:** Located in the northeast part of County
- **McCall Branch:** Located west of Evergreen
- **Meadow Prong Branch:** Located in Effingham, west of Savannah Grove Road
- **Middle Branch:** Situated in the northern part of County
- **Mill Branch:** Located on the eastern part of the County, north of Pamplico
- **Mill Pond Branch:** Located southwest of Pamplico
- **Pole Cat Branch:** Located near Lynch Cross-Roads, west of Coward
- **Two Mile Branch:** Located west of Scranton (1997 Comprehensive Plan)

Creeks

- **Adams Creek:** Located in the northern part of County
- **Beaver Dam Creek:** Located northwest of the City of Florence
- **Black Creek:** Located north of Quinby
- **Clarks Creek:** Marks a portion of the southeastern County line
- **Cypress Creek:** Located near Evergreen
- **Deep Creek:** Located north of Johnsonville
- **High Hill Creek:** Located between Coward and Scranton
- **Jeffries Creek:** Runs through the northern portion of the County from the Darlington County line in the west to the Pee Dee River in the east
- **Muddy Creek:** Runs along the southern portion of the County line near Johnsonville
- **Willow Creek:** Located near Evergreen (1997 Comprehensive Plan)

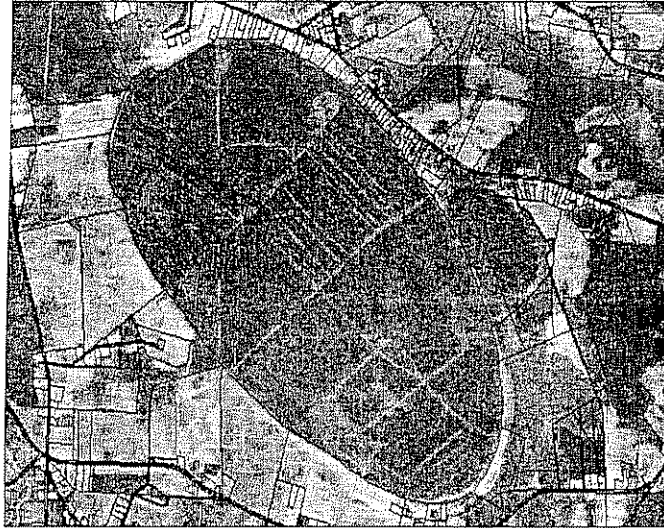
Carolina Bays

While many of the natural resources in Florence County are clearly identifiable and understandable, there is one natural phenomenon that has varying explanations for how they came to exist. The following information is taken from a brochure from US Fisheries and Wildlife to assist in explaining this resource. Carolina bays are small wetland depressions which are symmetrically oval in shape. When seen from the air, they are very distinct and the long axis of the oval is always oriented northwest to southeast. These wetlands occur only in the coastal plain regions of North Carolina, South Carolina, and Georgia and vary in size from one acre to thousands of acres. The origin of Carolina bays is a mystery. Some theories include: meteor showers, ocean currents, and sinkholes, but each theory has at least one flaw to disprove it. There are several different vegetative structures found in Carolina bays based on the depression depth, size, hydrology, and subsurface. The map below shows Woods Bay located in Florence County, near Olanta.

The map below shows Woods Bay located in Florence County, near Olanta. Woods Bay consists of 1,590 acres including marsh, sand hills, oak hickory forest and a shrub bog. More than 75 species of mammals, reptiles and amphibians are found here, along with more than 150 species of birds. Woods Bay State Natural Area offers a close-up look at one of the last remaining large Carolina Bays on the Atlantic Coastal Plain.

Kingsburg Bay has a very unique Carolina Bay in Kingsburg, Lower Florence County that is being extensively studied for its unique plant and animal communities.

Figure 3-5 Carolina Bay



Map courtesy of the Florence County Planning Department

Some bays are predominately open water areas with large scattered pond cypress trees, while others are very thick, shrubby areas. A list of the bays in the County is given below. There are also numerous smaller and unnamed bays in the County that may not be named here.

Bays

- **Alligator Bay:** Located near the Evergreen Community
- **Big Bay:** Situated southeast of Scranton
- **Ben Gause Bay:** Located near Lynches River State Park
- **Carolina Bay:** Located in southwest portion of County
- **Cox Bay:** Located southeast of New Hope
- **Cypress Bay:** Located near Highway 46 close to the Evergreen Community
- **Dials Bay:** Located near Highway 51 close to the Evergreen Community
- **Green Bay:** Situated on the east side of Florence County, south of Highway 76
- **Green Spring Bay:** Located near the Evergreen Community
- **Gregg Bay:** Located southwest of Evergreen near Highway 149
- **Kingsburg Bay:** On Chinaberry Road
- **Maple Bay:** Located near the Evergreen Community
- **Mill Bay:** Located north of Lake City
- **Morris Bay:** Located near the Effingham Community
- **Sand Hill Bay:** Situated near Effingham
- **Tans Bay:** Located off Highway 35 (John Paul Jones Road) near Perkins Crossroads
- **Turner Bay:** Located near Highway 149 near the Evergreen Community
- **Whites Bay:** Located near Highway 301, southwest of Cusaac's Crossroads
- **Woods Bay:** Located south on Highway 58 toward Shiloh, Woods Bay Rd(Hwy 48)



SURFACE WATER QUALITY

In 1972 Congress enacted the Clean Water Act ("CWA" or "the Act") "to restore and maintain the chemical, physical, and biological integrity of the Nation's waters" so as to support "the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water." SC DHEC has been delegated as the authority to implement the provisions of the CWA through S.C. Regulation 61-68, *Water Classifications and Standards* and S.C. Regulation 61-69, *Classified Waters*. Regulation 61-68 establishes water classifications based on designated uses (DUs) tied to water quality standards and criteria.

By federal law, the waters classified for regulation under the Clean Water Act are those defined as all the "waters of the United States" (33 CFR Part 328). These generally include all natural surface waters including some wetlands. A complete list of water bodies and their specific classification can be found in S.C. Regulation 61-69, *Classified Waters*.

The types of classified waters in Florence County are listed below along with their designated uses (DU). Examples of the most important DUs are: (1) supports recreational activity, (2) supports aquatic life, (3) drinking water source. For each classification, a set of water quality standards and criteria exist. Failure to maintain these standards is taken as evidence of lack of attainment of designated use. SC DHEC is charged with monitoring compliance with the water quality standards. It is the intent and purpose of the regulations that waters that meet the standards shall be maintained and waters that do not meet the standards shall be improved (SCDHEC, State of South Carolina Integrated Report for 2004, Part II: Assessment and Reporting, 2004).

- **Class ORW**, or "outstanding resource waters", is freshwater or saltwater which constitute an outstanding recreational or ecological resource, or those freshwaters suitable as a source for drinking water supply purposes, with treatment levels specified by the Department.
- **Class FW**, or "freshwater", is water suitable for primary and secondary contact recreation and as a source for drinking water supply, after conventional treatment. These waters are also suitable for fishing, and the survival and propagation of a balanced indigenous aquatic community of fauna and flora. This class is also suitable for industrial and agricultural uses.

Every two years, SCDHEC is required to report, which waterbodies fail to meet water quality standards and hence are not attaining their designated uses. This is referred to as the 303(d) list of impaired waterbodies. The 2004 and 2006 lists for waters and sediment in Florence County is provided in Table 3-9. It is based on samples collected between 2000 and 2004. Sites are listed by water or sediment quality criteria that have been violated, such as adequate dissolved oxygen, or excessively high turbidity, fecal coliform, heavy metals or pesticides.

It is important to note that the 2006 sampling periods, 2000 – 2004 included years during which Florence County was in a period of severe drought, i.e., 1999 – 2002. Higher rainfall would be expected to result in lower water quality due to pollution from stormwater runoff.

The following are abbreviations for uses which support a particular activity as determined by SCDHEC:

- AL- Aquatic Life Use
- REC-Recreational Use/Swimming
- FISH-Fish Consumption

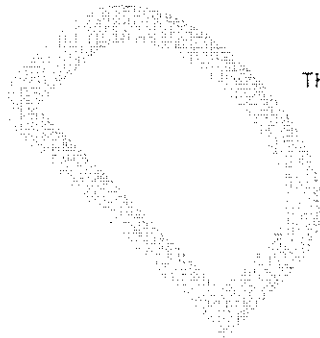


Table 3-9 2006 List of Impaired Waters

Station Number	Waterbody	County	Use	Cause
PD-230	Middle Swamp @ SC 51 3.5 mi. SSE of Florence	Florence	AL	DO
PD-230	Middle Swamp @ SC 51 3.5 mi. SSE of Florence	Florence	REC	FC
PD-065	Gulley Branch @ S-21-13 Timrod Park	Florence	AL	BIO
PD-256	Jeffries Creek @ S-21-112 4.8 mi. W of Florence	Florence	AL	DO
PD-256	Jeffries Creek @ S-21-112 4.8 mi. W of Florence	Florence	REC	FC
PD-167	Willow Creek @ S-21-57	Florence	REC	FC
PD-630	Willow Creek @ SC 327	Florence	AL	BIO
PD-231	Jeffries Creek UN # RD 3.3 mi ESE of Claussen	Florence	AL	CU
PD-622	Great Pee Dee River @ Dewitt Bluff	Florence	Fish	HG
PD-076	Great Pee Dee River @ Poston Ellisons	Florence	Fish	HG
MD-662	Great Pee Dee River @ Bostick	Florence	Fish	HG
PD-623	Black Creek @ SC 327	Florence	Fish	HG

Source: SCDHEC, 303 (d) List of Impaired Waterbodies 2006
https://www.scdhec.gov/environment/water/docs/06_303d.pdf

DRAFT



THIS SPACE LEFT BLANK INTENTIONALLY



Water Quality Indicators used in Table 3-9 are provided below:

Table 3-10 Common Water Quality Indicators

Parameter	Abbreviation	Water Quality Effect
Dissolved Oxygen	DO	Essential for the survival of aquatic organisms. If the amount of oxygen dissolved in water falls below the minimum requirements for survival, aquatic organisms may die. Pollution also can cause declines in DO. Decreasing DO is a negative water quality indicator of aquatic life.
Turbidity	TURB	Turbidity is an expression of the scattering and absorption of light through water. The presence of clay, silt, fine organic and inorganic matter, soluble colored organic compounds, and plankton and other microscopic organisms increases turbidity. Increasing turbidity can be an indication of increased runoff from land and is a negative water quality indicator.
Heavy Metals	CU, ZN, NI	These metals are toxic to aquatic life. They are introduced into natural waters by runoff from roads as they metals are common components of automobiles and gasoline.
Macro-Invertebrates	BIO	The abundance and diversity of the native macro invertebrates is used as a biotic indicator of ecosystem health. High abundance and diversity indicate water quality and habitat are in excellent condition. The use of this indicator requires knowledge of "natural" abundance and diversity.
Fecal Coliform Bacteria	BACT	Coliform bacteria are present in the digestive tract and feces of all warm-blooded animals. Their presence indicates that surface waters may contain pathogenic microbes. Correlations have been shown between fecal-coliform numbers in recreational and drinking waters and the risk of adverse health effects. Increasing bacteria levels is a negative water quality indicator for recreational use.

Source: SCDHEC, Watershed Water Quality Report, Pee Dee Basin, 2000

Since 1976, SC DHEC has been monitoring fish for pollutants (<http://www.scdhec.gov/environment/water/fish/index.htm>). Most of the fish sampling sites in Florence County have been continuously 303(d)-listed for mercury contamination. This has led to the posting of fish consumption advisories (Table 3-12). For reasons not understood, the mercury concentrations in fish from the Pee Dee are the highest in the State.

THIS SPACE LEFT BLANK INTENTIONALLY



Table 3-11 Sites on the 2006 303(d) List for Mercury Contamination in Fish

EMDE TARGET DATE	LOCATION	STATION
	BLACK CREEK @ SC 327	PD-623
	GREAT PEE DEE RIVER @ HWY 378	PD-076
	GREAT PEE DEE RIVER @ DEWITTS LANDING	PD-622
	GREAT PEE DEE RIVER @ BOSTICK	PD- 662

SCDHEC protects public health by issuing fish consumption advisories based on their 303(d) list: https://www.scdhec.gov/environment/water/docs/06_303d.pdf

The 2007 Fish Consumption Advisories are provided in the following table.

Table 3-12 2007 Fish Consumption Advisories

WATERBODY	LOCATION	SPECIES OF FISH	ADVISORY
Great Pee Dee River	From NC/SC State Line to the Great Pee Dee River	All Other Fish	1 meal a month
		Bowfin (Mudfish)	DO NOT EAT ANY
		Chain Pickerel	DO NOT EAT ANY
		Flathead Catfish	DO NOT EAT ANY
		Largemouth Bass	DO NOT EAT ANY
	From the NC/SC State Line to U.S. Hwy 17	Black Crappie	1 meal a week
		Blue Catfish	1 meal a week
		Bluegill	1 meal a week
		Channel Catfish	1 meal a week
		Redear Sunfish	1 meal a week
	From the NC/SC State Line to U.S. Hwy 17	Warmouth	1 meal a week
		Chain Pickerel	1 meal a month
		Bowfin (Mudfish)	DO NOT EAT ANY
		Largemouth Bass	DO NOT EAT ANY

Source: SCDHEC (<http://www.scdhec.net/environment/water/fish/advisories.htm>)
https://www.scdhec.gov/environment/water/docs/06_303d.pdf



Section 303 of the Clean Water Act also established the principle of the total maximum daily load (TMDL) as a means of reducing water pollution in impaired waters. A TMDL is a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards. It is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources and includes a margin of safety and consideration of seasonal variations (SCDHEC).

Sites on the 303(d) list are required by the CWA to develop a Total Maximum Daily Load (TMDL). This is a pollution source budget that identifies the loading reductions required to enable the receiving waters to attain water quality standards. A TMDL for dissolved oxygen was approved in 1999 for the Great Pee Dee River. This was required for approval of NPDES discharge permits for the sewage treatment plants. SC DHEC has set target dates for development of the remaining TMDLs. At this time, implementation of the TMDLs is strictly voluntary with financial incentives available through US EPA 319 grant funding. This voluntary status is subject to change as a new regulatory program is expected to increase local responsibilities for insuring improved water quality in stormwater runoff (National Pollution Discharge Elimination System (NPDES) Phase II Stormwater Program for Small Municipal Separate Storm Sewer Systems (SMS4s)).

Approved Total Maximum Daily Load:

TMDL Document	Number of Stations	Parameter of Concern	Status
Pee Dee Basin	3	Fecal Coliform	Completed and Approved
Thompson Creek	2	Fecal Coliform	Approved and Implementing

Regulatory monitoring associated with the CWA has been conducted by SCDHEC. This monitoring is done on a watershed basis. Due to financial limitations, sampling efforts are concentrated on a rotating basis amongst the eight basins in South Carolina such that each basin is studied at least once every five (5) years (SCDHEC, URL: <http://www.scdhec.net/environment/water/shed/prog.htm>).

The last intensive study of the Pee Dee and Coastal basins was conducted in 2003 and the next is scheduled for 2008. During the off years, only two sites are sampled once a month. Detailed watershed water quality assessment reports summarizing the monitoring data are issued every five (5) years (SCDHEC, URL: <http://www.scdhec.net/eqc/admin/html/eqcpubs.html#watershed>).

The last was published in 2000. The 2005 report is still pending due to a switch over in data organization and computer hardware. Upstream, North Carolina's Department of Natural Resources, conducts a similar monitoring program.

Other monitoring efforts include continuous water quality and quantity sensors maintained by the USGS. This data collection supported the development of the DO TMDL. As indicated in Table 3-9 at least two sites covered by this TMDL continue to experience declining DO (dissolved oxygen) and show no improvement. Since severe cuts were made to permitted discharges from the sewage treatment plants, the continuing decline in water quality is attributed to an increase in stormwater runoff. This source of oxygen demand was not explicitly included in the DO TMDL and hence is not currently being monitored or controlled.

To support the increased demands of the new NPDES Phase II Stormwater Program, Florence County is now directly linked to the U.S. Geological Survey (USGS) to maintain continuous water



quality and quantity sensors in Lynches River. The data from these sensors is made available in realtime to the public through the USGS website (<http://waterdata.usgs.gov/sc/nwis/rt>).

Wetlands

Wetlands are those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils (EPA- ACOE, Wetland Definition). Wetlands are essential components of the landscape of Florence County. Their functions are multiple and diverse and include:

- Critical breeding, nesting, and feeding habitats for many species of waterfowl, mammals, and reptiles
- Water quality protection and enhancement by moderating surface runoff, recharging groundwater supplies, and trapping and removing sediments, nutrients, and chemical pollutants
- Spawning and nursery grounds for many commercial fish and shellfish species
- Flood hazard reduction by reducing the velocity of flowing water, absorbing and slowly releasing floodwaters, thereby lowering flood peaks
- Recreational opportunities for bird watchers, hunters, canoeists, anglers, and others.

There are about 4.5 million acres of wetlands in South Carolina, about 23.4 percent of the state's land surface. Only four states – Alaska, Florida, Louisiana and Maine have a higher percentage of wetlands than South Carolina (SCDHEC, The Facts on Wetlands). Florence County is approximately 44% wetlands (Tiner et al, 2002). As shown in Figure 3-6, wetlands are a major feature of the landscape in our county. Historically, the value of wetlands has been misunderstood, resulting in the destruction of more than 50 percent of the United States' naturally occurring wetlands. In the past two decades, 84 percent of wetlands losses have occurred in the southeastern United States.

The last Wetlands inventory for Florence County was done in 1993. One goal is to have a current wetlands inventory done for the entire County in the next five years showing remaining isolated wetlands, wetlands placed in mitigation.

THIS SPACE LEFT BLANK INTENTIONALLY



bays are generally considered to be an isolated, freshwater wetland. The bays provide many of the values associated with wetlands including stormwater storage, water quality enhancement, and habitat for many wildlife species. Each bay may range in size of less than one acre to more than 1,000 acres. Only 10% of the original bays remain. More than 97% of the Carolina bays once found in South Carolina have been destroyed or severely altered (University of Georgia, Carolina Bays Fact Sheet).

The Natural Resource Conservation Services (NRCS) Wetland Reserve Program (WRP) provides cost-share to landowners to protect these wetland areas. The impact of this successful project has helped other counties restore and mitigate for the loss of wetlands. One possible goal for Florence County is to identify these special areas and to work closely with NRCS and landowners to place these areas in Wetland Reserve Programs for protection.

The City of Florence has implemented a special conservation/reserve program for setting aside sensitive areas of wetlands and open space for protection. In addition they have implemented a Jeffries Creek Overlay Ordinance that that protects 30 feet of the riparian buffer adjacent to Jeffries Creek in the city.

FLOODPLAINS

Florence County has 22 % of total land area composed of 100-year flood plain. Floodplains perform important natural functions including:

- Temporary storage of floodwaters
- Moderation of peak flows
- Maintenance of water quality
- Groundwater recharge
- Erosion prevention
- Wildlife habitat
- Recreational opportunities

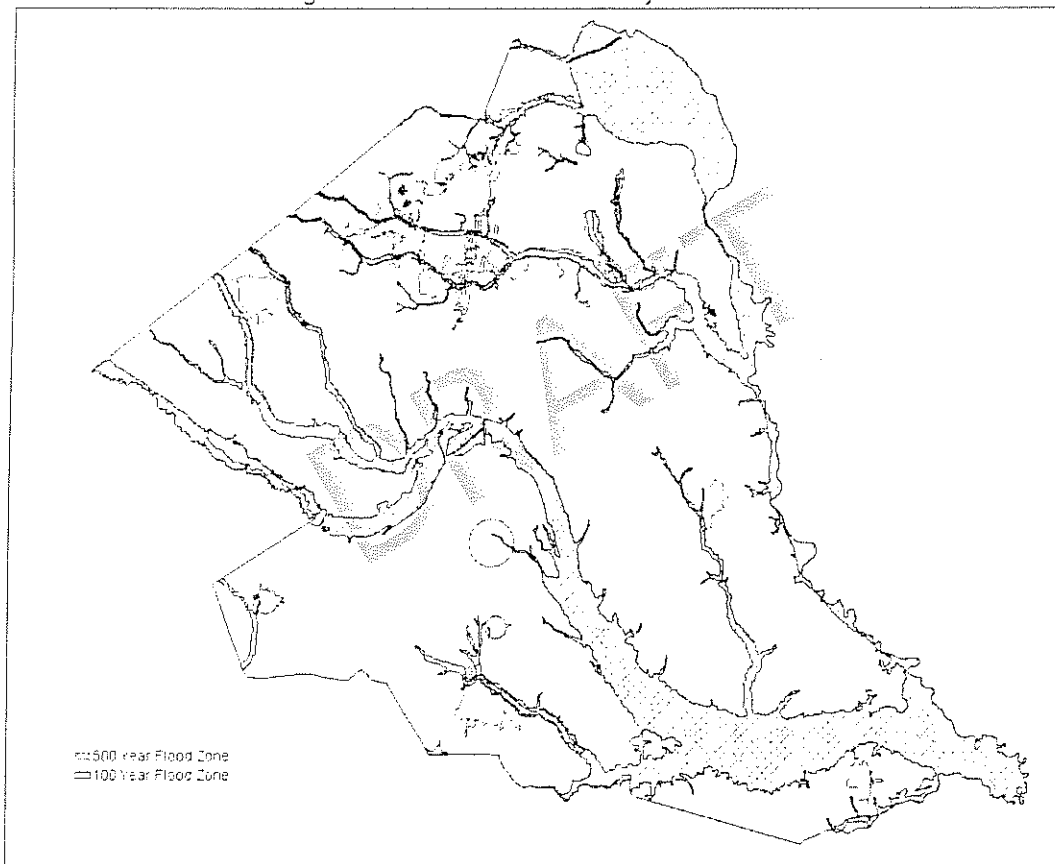
FLOOD HAZARD AREAS

Flood hazard areas are locations that are generally in and around water streams and bodies that are prone to rising waters. The flood hazard areas of Florence County are classified either by the 100 year Flood Zone area or the 500 year Flood Zone area. The 100 year Flood Zone is defined as an area having a 1% chance of being inundated with floodwaters in any given year. Other terms used for this area are "base-flood" or "1% chance flood." The 500 year Flood Zone is defined as an area of moderate flood hazard. (SCDNR, Regulations for Floodplain Management). To put this into perspective, a home, for example, that lies in a flood hazard area may have a 0.6% chance of experiencing some form of flood damage during the term of a typical 30-year mortgage (Internet 16).

The floodway of a body of water is the area that carries the most significant amount of floodwater during a flood. Therefore, these areas are likely to have the deepest and fastest water. Floodways must be kept open and free of obstructions to allow floodwaters to move downstream and not be diverted onto other properties. Placing fill or buildings in a floodway may block the flow of water and increase flood heights. Although the FEMA National Flood Insurance Program (NFIP) does allow development in these areas as long as it does not obstruct water flow, Florence County should still be cognizant of limiting development in the floodways.

With the many waterways and tributaries in and around Florence County, there are flood hazard areas in nearly every part of the County. In the northern part of the County, where the borders of Darlington, Dillon, and Marlboro counties are located, there is an extensive flood hazard area connected with the waters of the Pee Dee River and Black Creek. On the northwest side of the County, Jeffries Creek and several other swamps enter the County. These tributaries all have flood hazard areas associated with the land adjacent to their banks. Most of the southeastern portion of the County and the entire eastern borders abutting Marion County are within the flood hazard area associated with the Pee Dee River. Lynches River also has an extensive flood hazard area on the western side of the County, which forms part of the border with Lee and Sumter counties. The flood hazard area of the Lynches River continues through the County following the floodway of the river down through the Johnsonville area, where the Lynches and Pee Dee Rivers meet. The map below is a visual display of this information.

Figure 3-7 Florence County Flood Zones



Map courtesy of the Florence County Planning Department

In Florence County, flooding may naturally occur. However, development can also affect the levels of floods. According to an article in the July 2006 edition of *Planning*, land development can dramatically alter hydrology. On an undeveloped site, precipitation can either soak into the ground by infiltration to be used by existing vegetation or return to the atmosphere through evaporation. When new houses are built, natural landscapes are converted to lawns, surfaces are paved for parking lots, and other forms of impervious cover are introduced. As a result infiltration and evaporation rates decrease and the amount of surface runoff increases. The same amount of rainfall may cause more surface runoff and more flooding after development than



before" (Meenar, Duffy, & Bari). To help with this, Florence County currently has a flood damage control ordinance and also participates in the National Flood Insurance Program. All regulations for these items are currently administered by the Florence County Planning Department.

The National Flood Insurance Program (NFIP) requires participating counties and towns, to issue permits for construction in the 100-year floodplain. If state and federal permits are required, development may not begin until all necessary permits are issued. Proposed development must not increase flooding or create a dangerous situation during flooding, especially for adjacent or nearby property owners. Structures must be built to minimize damage during flooding (SCDNR, Regulations for Floodplain Management).

In 1998, the Federal Emergency Management Agency (FEMA) designated the City of Florence as the first Project Impact Community in South Carolina. A Hazard Evaluation Plan was the first step in determining the risks in the Florence area. Several committees involving both the private and public sectors have addressed these risks and developed the following mitigation actions.

- Hurricane Awareness displays at Lowe's Home Improvement stores and other local events
- Employee Hazard Awareness events at local industries and businesses.
- Hurricane Hunter exhibit at Florence airport in cooperation with Florence County Emergency Preparedness, National Weather Service and Pee Dee Electric Cooperative
- Florence Area Household Hazardous Waste Collection Day, April 21, 2001
- City of Florence Hazard Awareness Calendar 2001 distributed to over 13,000 households
- Public notices regarding flood risks, flood insurance and suggested mitigation actions.

* For further Stormwater related information and NFIP minimums for building in flood zones, or to obtain copies of the Stormwater Ordinance and Design Manuals, go to the Florence County Government website at <http://www.florenceco.org>

THREATS TO NATURAL RESOURCES

WATER QUANTITY

In 1900 total water use was 430 billion m³ (cubic meters) in South Carolina. By 2000 it was 6,050 billion m³ which reflects a 14 fold increase over the 20th century. Some regions are facing severe problems due to scarcity of water resources and b) pollution of natural waters. In 1900 the relative water use was 81.4% for agriculture, 7.0% for industry, and 4.7 % for urban purposes. By 2000 the relative water use was 56.7% for agriculture, 31.7% for industry, and 3.7% for urban purposes. (Kandratyev et al., 2003)

The per capita renewable fresh water supply is rapidly declining, especially in dry and hot climates. There may be 1-3 billion people experiencing water stress by 2025 (Gardener-Outlaw and Engleman, 1997).

There is a wealth of published scientific data on methods of land development, erosion control, water quality management, and soil fertility management. It is important to strengthen channels of communication between scientists and policy makers so that valuable and credible scientific data



and practical technology can be translated into simple language that policy makers can understand and use to implement constructive strategies for the future.

Intra-basin water withdrawals are currently not regulated by the state. With potential long term water supply crisis facing South Carolina and our neighboring state and the present state of MODERATE to SEVERE DROUGHT PHASE continuing across the state, a water conservation and management plan should be addressed.

In recognition of declining groundwater levels and depletion of local aquifers S.C. Department of Health and Environmental Control has designated the Pee Dee region as a Capacity Use Area. Capacity Use Area designation, according to Title 49 Chapter 5 of the South Carolina Code of Laws, requires that "groundwater resources of the state be put to beneficial use to the fullest extent to which they are capable, subject to reasonable regulation, in order to conserve and protect these resources, prevent waste and to provide and maintain conditions which are conducive to the development and use of water resources."

Where large amounts of groundwater pumping has caused or will cause a problem, such as saltwater contamination of lower water levels in nearby wells, a Capacity Use Area may be designated by DHEC. There are currently four Capacity Use Areas in South Carolina: the Low Country, Trident, Waccamaw, and the Pee Dee (Darlington, Dillon, Florence, Marion). The purpose is not to prevent the use of or limit access to the groundwater resource, but to ensure that this important resource is available for everyone to use. Large users, such as industries or water suppliers, who plan to pump more than 3 million gallons a month must receive a permit and report the amount withdrawn each year. The Pee Dee Capacity Use Area was designated in 2006. At this point, a large-scale switch was made to use of treated surface water as the primary drinking water source for Florence County. A capacity use program for groundwater withdrawals covers only large volume users.

In order to more responsibly manage Florence County's groundwater resources, the county should consider adopting mechanisms, such as watershed management plans, which would provide additional protection to designated *critical water resource areas*, including selected watersheds. Additional considerations could include land use, development and building regulation revisions to encourage water conservation.

In 1996, various amendments to the federal Safe Drinking Water Act (SDWA) provide for a greater focus on pollution prevention as an approach to protecting surface water and groundwater supplies from pollution. The amendments require SCDHEC to provide Source Water Assessments to federally defined public water supply systems. SCDHEC has now generated assessment reports for all federally defined public water supply systems (SCDHEC, URL: <http://www.scdhec.net/environment/water/srcwtr.htm>).

Improving water use efficiency, decreasing nonpoint source pollution, conserving soil and water resources and restoring degraded soils and ecosystems are important strategies for enhancing and improving supplies of fresh water resources. A County wide plan for water quantity/water conservation should be a near term County goal.

WATER QUALITY

The primary threat to water quality in Florence County is from stormwater runoff and loss of natural filtration as a result of reduction of vegetated riparian buffers and wetlands.

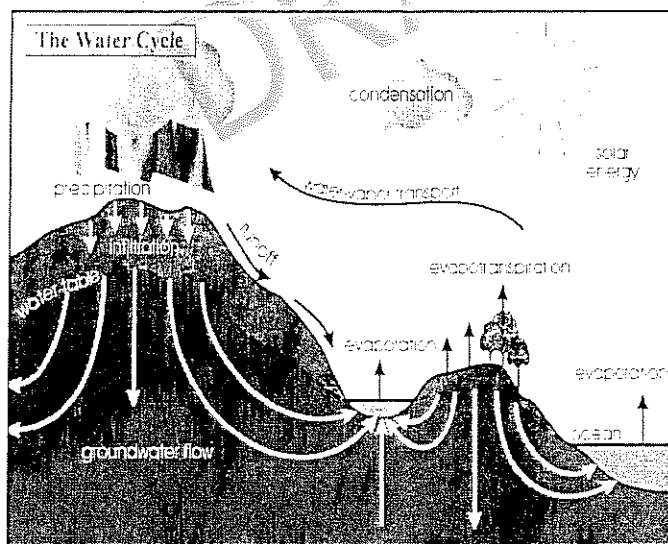
Over the past several years, Florence County has experienced unprecedented growth. This increased development alters the surface of the land by replacing natural cover with rooftops,

roads, parking lots, driveways and sidewalks. These hard surfaces are impermeable to rainfall and are collectively known as impervious cover (Center for Watershed Protection).

Over 200 watershed studies have shown that impervious cover and the polluted run off from that impervious cover can have a negative impact on the quality of our nation's aquatic resources. Non-point source pollution (NPS) is the technical term for polluted runoff. It occurs when water flowing over the land picks up an array of contaminants, which find their way into our waterways, either directly or through storm drain collection systems. The term non-point is used to distinguish this type of pollution from point source pollution, which comes from specific sources such as industrial facilities or sewage treatment plants. The Environmental Protection Agency has estimated that NPS is the single largest cause of the deterioration of our nation's water quality. Polluted runoff is largely the result of the way we develop, use and maintain our land. (SCNEMO—Non-Point Education for Municipal Officials: www.scseaqgrant.org/scnemo/factsheets.htm).

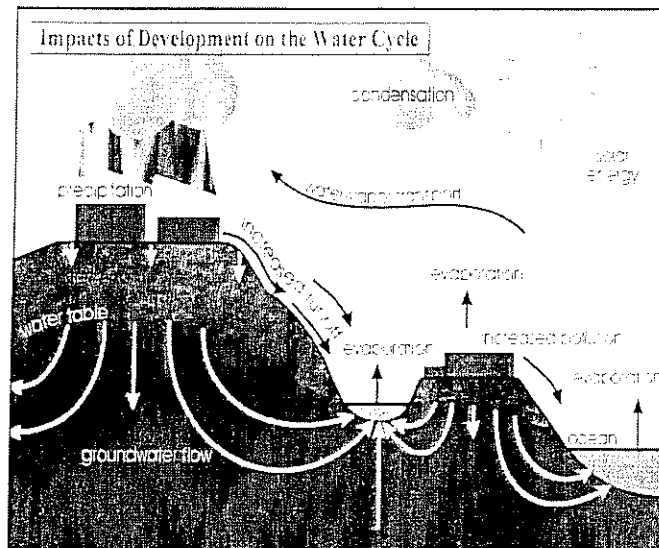
When development occurs, the resultant alterations to the land can lead to dramatic changes to the hydrology, or the way water is transported and stored. Impervious man-made surfaces (roads, driveways, rooftops) and compacted earth associated with development create a barrier to the seepage of rainfall into the soil, thus increasing surface runoff and decreasing groundwater infiltration. This disruption of the natural water cycle leads to a number of changes, including: 1) increased volume and velocity of runoff 2) increased frequency and severity of flooding 3) peak (storm) flows many times greater than in undisturbed eco-systems 4) loss of natural runoff storage capacity in vegetation, wetlands and soil 5) reduced groundwater recharge 6) decreased base flow, the groundwater contribution to stream flow. (Impacts of Development on Waterways, NEMO).

Figure 3-8 Natural Water Cycle



Source: NEMO, Linking Land Use to Water Quality

Figure 3-9 Development Impacts to the Water Cycle



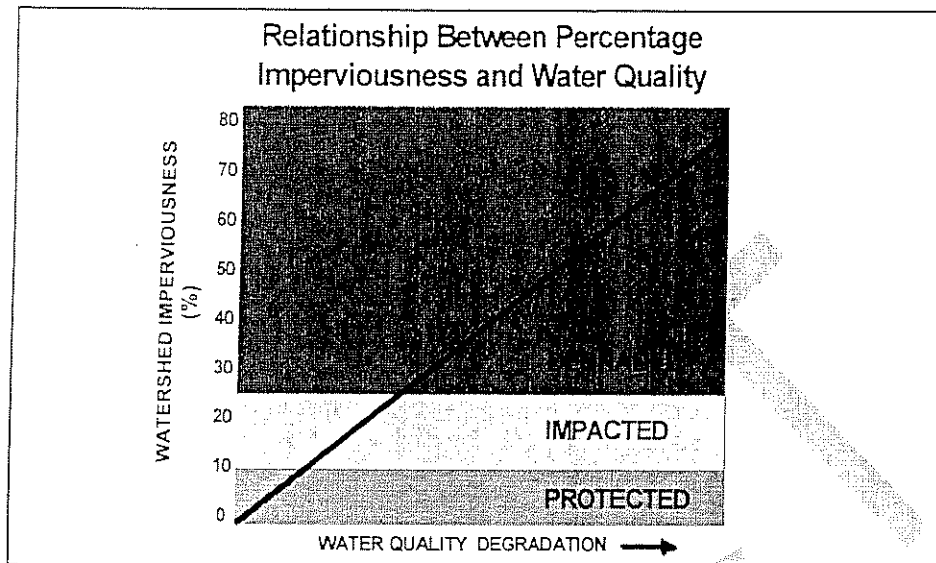
Source: NEMO, Linking Land Use to Water Quality

Development results in more intensive land use and a related increase in the generation of pollutants. Increased runoff serves to transport these pollutants directly into waterways, creating nonpoint source pollution, or polluted runoff. Stormwater runoff is widely recognized by environmental scientists and regulators as the single largest threat to water quality in the United States (Impacts of Development on Waterways: Nonpoint Education for Municipal Officials (NEMO)).

The hydrologic, physical and ecological changes caused by development can have a dramatic impact on the natural function of our waterways. When increased pollution is added, the combination can be devastating. In fact, many studies are finding a direct relationship between the intensity of development in an area - as indicated by the amount of impervious surfaces - and the degree of degradation of its waterways. These studies suggest that water quality begins to degrade at impervious levels of 12% to 15%, or at even lower levels for particularly sensitive waters (Impacts of Development on Waterways, NEMO).

THIS SPACE LEFT BLANK INTENTIONALLY

Figure 3-10 Analysis Between Water Quality and Impervious Surface



Source: Adapted from Schueler, et al, 1992

The figure above shows the relationship between impervious land coverage and water quality systems provide drainage, aquatic habitat, and a degree of pollutant removal through natural processing (Impacts of Development on Waterways, NEMO).

There are several widely accepted methods to accommodate development in a way that addresses stormwater runoff and its environmental effect including low impact development techniques.

Low Impact Development (LID) techniques provide ways to simultaneously incorporate economic and environmental considerations into the land development process in order to keep the perviousness of the land as close to pre-construction levels as possible. This approach uses various planning and design practices and technologies to simultaneously conserve and protect natural resource systems while reducing infrastructure costs. LID still allows land to be developed, but in a cost-effective manner that helps mitigate potential environmental impacts. LID is best suited for new, suburban development. Developers who have used LID practices and technologies have indicated that one of the keys to a successful project is to invest additional time and money in the initial planning stages of development. While this idea may be unpopular because of increased up-front costs, the expenditures are often recouped in the form of rapid home sales, enhanced community marketability, and higher lot yields (National Association of Home Builders, The Practice of Low Impact Development, 2003).

Low Impact Development deals mainly in three major development topics: stormwater management, wastewater management and circulation design. Low impact development storm water management systems can reduce development costs through the reduction or elimination of conventional storm water conveyance and collection systems. LID systems can reduce the need for paving, curb and gutter, piping, inlet structures, and storm water ponds by treating water at its source instead of at the end of the pipe. However, developers are not the only parties to benefit from the use of LID storm water management techniques. Municipalities also benefit in the long term through reduced maintenance costs. When dealing with wastewater, the LID



approach gives developers a variety of on-site wastewater treatment system options either as alternatives or enhancements to conventional septic systems. LID designs for streets, sidewalks, and driveways can maintain the functions of circulation while helping to reduce expanses of impervious surfaces that can alter local hydrology and degrade water quality. In turn, new street designs can influence the layout of lots and help to increase the volume of open space in new residential developments. When coupled with narrower, open-section streets, a well-designed street layout can eliminate hundreds of square feet of impervious surface. Depending on the density, location, and type of subdivision, different types of street layouts may easily lend themselves to a cluster arrangement, conserving natural features, maintaining open space, and protecting water quality (National Association of Home Builders, *The Practice of Low Impact Development*, 2003).

PLANT/ANIMAL HABITATS & ENDANGERED SPECIES

Within the many forested areas of Florence County are the habitats of a host of animal species that make the County and the surrounding areas their home. More specifically Florence County has crow, rabbit, squirrel and even some waterfowl, such as marsh hens and gallinules. Other animal life found in the wooded areas of the County include woodcock, snipe, ducks, mergansers, coots, blue and snow geese, deer, fox, raccoon, minks, otters, coyote, squirrels and bobcats.

The importance of the various animal species among the County's wildlife population is essential in the proper functioning of the entire biotic system in the region. Current knowledge of all the interrelated relationships between individual species is limited. The presence of some wildlife species helps to identify certain natural communities and plant life. The red cockaded woodpecker and the longleaf pine/grassland plant community are an example of community identification by association with the known habitat of the specific animal. This association may also be helpful in identifying disruptions in the natural habitat as the presence of such animal populations decline or change over time.

The following are plants and animals in the Florence County region that have been placed on the list of rare, endangered or threatened species. This information was gathered from the South Carolina Department of Natural Resources:

THIS SPACE LEFT BLANK INTENTIONALLY



Table 3-13 Endangered Plant & Animal Life: Florence County

COMMON NAME	SPECIES GROUP	GLOBAL DEGREE OF ENGANGERMENT	STATE DEGREE OF ENGANGERMENT	LEGAL STATUS
Georgia Leadplant	Plant	Very Rare or Restricted	Unknown	Of State Concern
Blue Maiden-Cane	Plant	Apparently Secure	Unknown	Of State Concern
Black-Stem Spleenwort	Plant	Demonstrably Secure	Critical or Imperiled	Of State Concern
Narrowleaf Sedge	Plant	Demonstrably Secure	Unknown	Of State Concern
Willdenow's Sedge	Plant	Demonstrably Secure	Reported, but lacking good documentation	Of State Concern
Meadow Sedge	Plant	Demonstrably Secure	Unknown	Of State Concern
Cayaponia	Plant	Apparently secure	Unknown	Of State Concern
Seabirds and/or Wading Birds	Birds	Unknown	Unknown	Of State Concern
Southeastern Tickseed	Plant	Very Rare or Restricted to Demonstrably Secure	Unknown	Of State Concern
Gravel Elimia	Snails	Apparently Secure	Unknown	Of State Concern
Bald Eagle	Birds	Apparently Secure	Imperiled	State Endangered as of June 28, 2007
Loggerhead Shrike	Birds	Apparently Secure	Rare or Uncommon	Of State Concern
Boykin's Lobelia	Plant	Imperiled to Very Rare or Restricted	Unknown	Of State Concern
Climbing Fern	Plant	Apparently Secure	Critical to Imperiled	Of State Concern
Carolina Bird-In-A-Nest	Plant	Imperiled to Very Rare or Restricted	Unknown	Of State Concern
Canby's Dropwort	Plant	Imperiled	Critical	Federal and State Endangered
Red-Cockaded Woodpecker	Birds	Very Rare or Restricted	Imperiled	Federal and State Endangered
Pickereel Frog	Amphibian	Demonstrably Secure	Unknown	Of State Concern
Awned Meadowbeauty	Plant	Very Rare or Restricted	Imperiled	Of State Concern
May White	Plant	Imperiled	Imperiled	Of State Concern
Horned Beakrush	Plant	Apparently Secure	Reported, but lacking good documentation	Of State Concern
Tracy Beakrush	Plant	Apparently Secure	Unknown	Of State Concern
Stalkless Yellowcress	Plant	Demonstrably Secure	Unknown	Of State Concern
Chaffseed	Plant	Imperiled	Imperiled	Federal and State Endangered
Ovate Catchfly	Plant	Imperiled to Very Rare or Restricted	Unknown	Of State Concern
Broad-Toothed Hedge-Nettle	Plant	Demonstrably Secure	Critical	Of State Concern
Ovate Marsh Fern	Plant	Very rare or Restricted	Reported, but lacking good documentation	Of State Concern
Weak Nettle	Plant	Apparently to Demonstrably Secure	Unknown	Of State Concern

Source: South Carolina Department of Natural Resources (Internet 8)



As indicated in the table above, there are a variety of different plant and animal species in Florence County, many of which are threatened or endangered species. Therefore, special attention should be given to protecting the habitats of these species.

AIR QUALITY

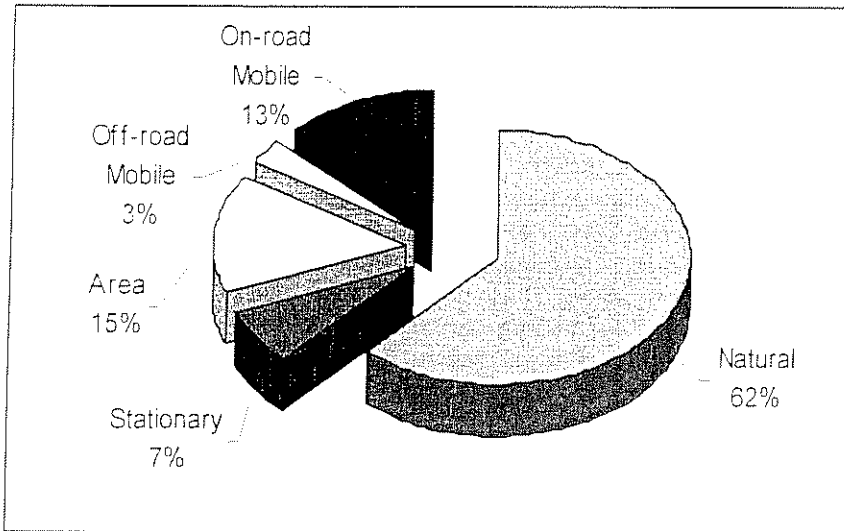
The quality of air in Florence County and throughout our region is important for a variety of reasons. The South Carolina Department of Health and Environmental Control (SCDHEC) identifies a range of air pollutants, six of which are currently the focus of air quality monitors throughout South Carolina due to their health concerns. While additional information on these pollutants is available from SCDHEC, it is important to describe one of them in great detail due to an agreement Florence County entered into with the SCDHEC and the Environmental Protection Agency (EPA). This agreement, known as the Early Action Compact, was developed at the end of 2002 and has an end date of December 31, 2007. The primary role of the Early Action Compact is to reach a standard of attainment for ozone, which is set by the EPA. According to the Ozone Fact Sheet provided by SCDHEC, the following facts explain several key points about ozone:

- Ten to fifteen miles above the earth, stratospheric ozone occurs naturally and protects us from exposure to the sun's ultraviolet radiation. At ground-level, ozone is a result of air pollution and can harm our health.
- Ground-level ozone is formed when two chemicals, nitrogen oxides (NOx) and volatile organic compounds (VOCs), react in the presence of heat and sunlight.
- NOx and VOCs are emitted when fossil fuels are burned. Some sources of these pollutants are cars, trucks, and industry. Other sources of VOCs include natural sources like pine trees, as well as vapors from paints, glues, and solvents.
- Ground-level ozone is a concern during the hot, summer months.
- Areas that usually have the most severe ground-level ozone problems include densely populated areas and areas with high levels of traffic.
- The Environmental Protection Agency sets standards for ozone and other air pollutants. For each pollutant, there are two standards. The primary standard is set to protect health, regardless of the cost. The secondary standard protects public welfare. Public welfare includes effects on soil, water, property, animals, and visibility.
- When the ground-level ozone level is high, it can cause eye irritation, headaches, dryness of the mouth and throat, shortness of breath, wheezing, and coughing.
- Children, the elderly, and people with pre-existing lung disease such as emphysema, asthma, and chronic bronchitis are especially sensitive to ground-level ozone. However, everyone is sensitive to high levels of ground-level ozone (Internet 17).

To further examine our sources of NOx and VOCs, the following charts may be useful:

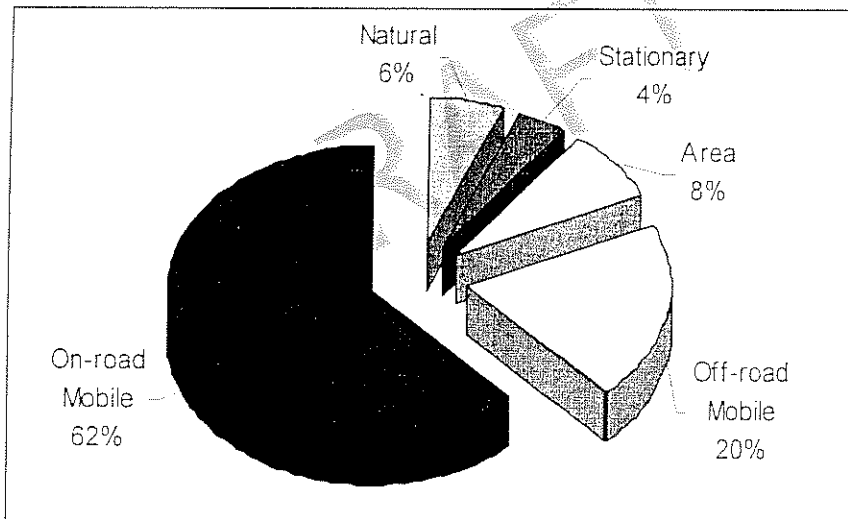
THIS SPACE LEFT BLANK INTENTIONALLY

Figure 3-11 Sources of VOCs



Source: Environmental Protection Agency (Internet 9)

Figure 3-12 Sources of NOx



Source: Environmental Protection Agency (Internet 9)

According to the Florence County Early Action Plan, emissions of NOx and VOCs are precursors to the formation of ozone. South Carolina is sometimes referred to as "NOx limited". This means that small amounts of NOx enable ozone to form rapidly when VOC levels are relatively high, but ozone production is quickly limited by the removal of NOx. Under these conditions, NOx reductions are highly effective at reducing ozone while VOC reductions have little effect. With such a high percentage of NOx coming from on-road sources, it would appear that reductions from mobile sources would be most beneficial.

The Clean Air Act, which was last amended in 1990, requires the EPA to set National Ambient Air Quality Standards for pollutants considered harmful to public health and the environment. When the National Ambient Air Quality Standards are not met in a specified area the area is designated



by the EPA as "non-attainment". If the area meets the standard they are designated "attainment". In a case that there is not enough data to make the designation, the EPA will designate the area as "unclassifiable".

Florence County is currently in attainment for ozone, however as the EPA continues to review the National Ambient Air Quality Standards, ozone and other pollutants, such as particulate matter, may become areas of concern. As part of the Early Action Compact and as a way to promote good air quality, Florence County is on the verge of launching a campaign known as Take a Break from the Exhaust (TABFTE). TABFTE is a project that was developed in 2001 by the Bureau of Air Quality (BAQ) to help reduce the amount of Vehicle Miles Traveled (VMT) in an effort to reduce Ground-Level Ozone. The program has become a successful tool that has even been recognized by the Governor's office as the 2003 Governor's Pollution Prevention Award winner for State Agencies (Internet 12). Initially, the program will only be offered to Florence County employees and will run for a trial period. The hope is that other countywide organizations will see the positive effects of this program and begin to use it. The collective efforts of a wide variety of organizations/businesses in the County should prove very beneficial in reducing the amount of ground level ozone in Florence County.

UNIQUE SCENIC VIEWS & RECREATION AREAS

This section includes scenic views, scenic sites and unique parks and recreation areas that enhance the natural features of the County. There are a number of areas and sites in the County that generally inspire appreciation for the natural environment and resources of Florence and contribute to the quality of life to area residents. Natural scenic areas exist in nearly every part of Florence County. Even some developed areas have rural characteristics such as roadways with canopy trees and moss coverings, which may add to the scenic experience. These rural attributes may contribute to the level of enjoyment and quality of life for many of the residents. A number of natural scenic sites, including streams, developed recreational areas, and boating facilities are located in the County. These facilities allow greater access for natural resources in the area. A listing of some of these sites is provided below:

Scenic Rivers Program

The South Carolina Rivers Act of 1989 established the South Carolina Scenic Rivers Program to protect "unique or outstanding scenic, recreational, geologic, botanical, fish, wildlife, historic or cultural values" of selected rivers or river segments in the state. The goal of the program is the conservation of South Carolina's river heritage through the proper management of the natural and cultural character of the state's river corridor.

The basic method of river corridor protection is a cooperative, voluntary management program created by landowners, community interests, and the South Carolina Department of Natural Resources. The intent of the program is to bring landowners together to study the river and key river issues and to address these issues and management practices on lands bordering the river. Together, landowners and other interested parties in the community develop a scenic river management plan that recommends long term management strategies oriented toward preserving traditional uses of the river and the preservation of the scenic beauty of the river corridor.

The *Great Pee Dee River* in lower Florence County from the Highway 378 bridge down to Georgetown was given the scenic designation by the State Legislature in 2006. Presently, there is an effort by the Coastal Conservation League to have the portion above Highway 378



designated as well. This portion of the river boasts some of the most unusual limestone cliffs and scenic vistas in the Pee Dee as well as being significant historical and archeological sites.

Lynches River

Lynches River features towering cypress trees and sandhills offering a wide variety of vegetation. Attractions along the river include fishing, canoeing, kayaking, and hiking along nature trails. Lynches River enters the County on the west near Cartersville and runs through the middle and southeast parts of the County. Its boundaries merge with the Great Pee Dee River in the southeastern corner of the County. In 1992, the Upper Lynches River, which runs from Lee County to Lynches River County Park in Florence County, was designated as a scenic river by the SC Department of Natural Resources (SCDNR). The study conducted on the Upper Lynches River found that the overall wild character of the river is intact, it is free flowing, and it provides exceptional recreational values. Four wildlife species of concern were found to be inhabitants of the area surrounding the Upper Lynches including: the fox squirrel, the pickerel frog, the spotted turtle, and the red-cockaded woodpecker. In addition, landowners were in favor of the scenic river designation, as was the Florence, Sumter, Lee, & Darlington County Councils and the State Legislature. The Lynches River is significant because it provides miles of natural wildlife corridor, which serves as a refuge for area-sensitive species. The recreational opportunities are also unique and exceptional. The SCDNR is currently in the process of studying the Lower Lynches River for possible designation as a scenic river as well.

Figure 3-13 Lynches River County Park



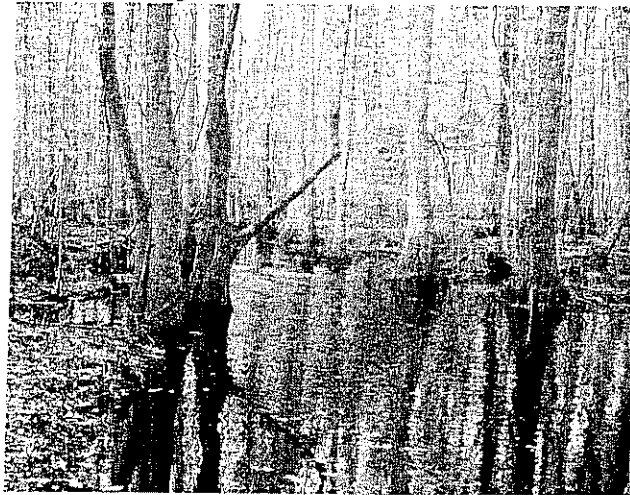
Picture courtesy of the Florence County/Municipal Planning Department

Jeffries Creek

While Jeffries Creek spans across the northern portion of Florence County, a park is located Edisto Drive and DeBerry Boulevard. This 55-acre park features nature trails, playgrounds and a picnic area and shelter.

THIS SPACE LEFT BLANK INTENTIONALLY

Figure 3-14 Jeffries Creek

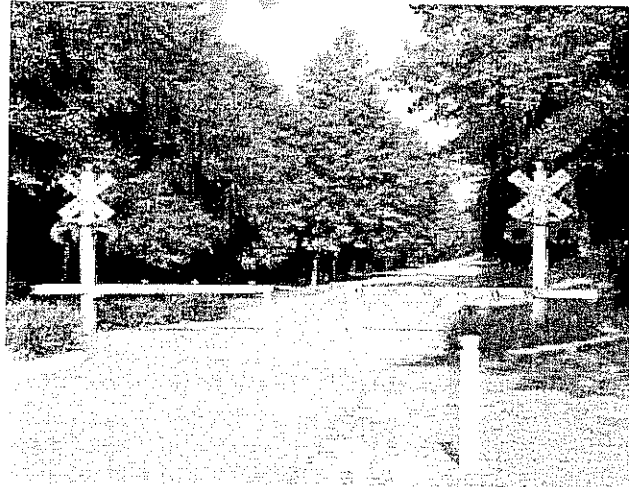


Picture courtesy of the Florence County/Municipal Planning Department

Rail Trail

The Florence Rail Trail is 14 acres of natural and paved trails along an abandoned rail corridor in West Florence. It can be accessed from several points along the trail. The two parking areas provide easy trail access and are located at Old Ebenezer Road and at McLeod Fitness Center. There are currently plans to expand the Rail Trail to further enhance the connectivity in the Florence area. The Rail Trail is the perfect opportunity to view some beautiful natural scenery inside the city limits of Florence.

Figure 3-15 Florence Rail Trail



Picture courtesy of <http://www.sciwav3.net/outdoors/park-florencerailtrail.html>

In addition to the Rail Trail, numerous boat ramps in Florence County provide access to the scenic waterways listed previously. These ramps allow access to view the beautiful natural scenery of the waterways in Florence County by providing entry to these scenic bodies of water.



Boat Ramps

- SC Highway 327 Boat Ramp on Black Creek
- US Highway 52 Boat Ramp on Lynches River
- Odell Venters on Lynches River
- Bazens Landing on the Great Pee Dee River
- Cain Landing on the Great Pee Dee River
- Dewitts Bluff on the Great Pee Dee River
- Ellison Landing on the Great Pee Dee River
- Red Bluff on the Great Pee Dee River
- Persimmon Bluff on Lynches River
- Timber or Ginn's Bluff on Lynches River
- Bottle Landing on Lynches River
- Pitts Landing on Lynches River
- Mack Lake on Lynches River
- Smith Landing on Lynches River
- River Rest (aka Timber Landing) is located on Lynches River
- Lee Landing on Lynches River
- Bass Bridge on Lynches River
- Courtney Point on Lynches River
- Cockfield Landing on Lynches River
- Anderson Bridge on Lynches River
- High Bank located on Lynches River
- Rush Landing located on Lynches River
- Bostick's Landing on Great Pee Dee River

South Carolina Heritage Trust Program

The South Carolina Department of Natural Resources' Heritage Trust Program was created in 1976, the first such program in the nation. It was established to preserve those natural features and cultural landmarks that are quickly disappearing as the state's population increases in size. The program's purpose is to identify, evaluate, and protect the elements considered the most outstanding representatives of the state's heritage. There are currently no heritage preserves in Florence County (SCDNR, Protecting South Carolina's Natural and Cultural Heritage).

Open Space Planning

Planning for Open Space can help to prioritize lands for acquisition and donation so that the County will have an interconnected network of usable open spaces and viable natural resource conservation lands. Open Space planning can also enhance access to parks and recreation areas, tie into the current Rail Trails program, enhance quality of living for residents, and benefit tourism in the County. The goal of open space planning is:

- To promote the preservation of open space, scenic areas and vistas greenways, squares and village greens;
- To promote the protection and conservation of environmental or natural resources;
- To promote the expansion of quality open space for a wide range of recreational opportunities including playgrounds, playfields, plazas, parks, mini-parks, picnic areas, bicycle or hiking trails, or golf courses for all county residents;



- To promote tourism emphasizing open space, recreational sites, and natural resources of Florence County;
- To promote education, awareness, and research relating to environmental and natural resources;
- To assist in coordinating activities of volunteers, organizations, businesses and governmental agencies interested in the preservation of open space, recreational sites, and natural resources;
- To prepare and submit to the Florence County Council for consideration a proposed list of areas of open space, significant environmental and natural resources, and recreational sites to be acquired, leased, preserved, protected, maintained, or developed.

Growth Potential and Management

Land use and management can define the impact to natural resources, particularly to water resources in relation to water quality. Assessing the potential for an area to expand and grow allows for water quality planning to occur and permits monitoring for potential impairment of water quality. Indicators used to predict growth potential include water and sewer service, road and highway accessibility, and population trends. These indicators and others are used to determine areas within the Pee Dee River Basin having the greatest potential for impacts to water quality as a result of development.

Road systems, water systems and utility systems are not built piece by piece without any advanced planning or coordination between different system components. Built infrastructure systems are planned, designed and invested in far in advance of their actual use. The same principles and approaches that are used for built infrastructure should be followed when looking at our natural resources, our green infrastructure. Green Infrastructure is the interconnected network of protected land and water that supports native species, maintains natural ecological processes, sustains air and water resources, and contributes to the health and quality of life for Florence County residents. This green infrastructure is important to the economic future of Florence County and planning needs to be proactive with an eye towards preserving and protecting as much of this green infrastructure as possible.

Natural Resource Conservation

There are several non-profit groups advocating for the conservation and preservation of Natural Resources in Florence County. They are:

The Pee Dee Land Trust is a 501c3, nonprofit organization dedicated to protecting our region's significant agricultural, historical, and natural areas through the use of conservation easements. Additionally, the Land Trust provides educational programs and outreach activities. Its focus area includes eight counties that border the Great Pee Dee River in South Carolina including Florence County.

The Pee Dee Chapter of the Sierra Club whose statement of purpose is to explore, enjoy, and protect wild places of the earth; to practice and promote responsible use of the earth's ecosystems and resources; to educate and enlist humanity to protect and restore the quality of the natural and human environment; and to use lawful means to carry out these objectives.



The Pee Dee River Watchers program is responsible for advocating compliance with environmental laws, identifying problems which affect the Great Pee Dee River, responding to citizen complaints, educating the public, and advocating for the public's right to protect and defend the environment.

Responsible Economic Development is a land watch group that is involved in protecting and enhancing the community through participation in land use decisions, zoning, and development that minimizes impact to natural resources as well educating the public on the effects of urban sprawl.

SUMMARY

Florence County has a variety of natural features and resources that contribute to the quality of life experienced by its residents. These features include fertile soils, which are suitable for crop production, a number of surface water streams, including the Lynches and Great Pee Dee Rivers, climatic conditions suitable for extended agrarian activities, an abundance of wooded areas, community facilities, and industrial opportunities. Furthermore, Florence County enjoys a number of wetlands, swamps, and bays that are the habitat for a number of unique plant and animal species. In addition, many parts of the rural and urban settings of Florence County have scenic roadways and attractive landscapes. Too often, this abundance of natural resources is taken for granted. The future use of land, especially development in a rapidly growing Florence County, can have a profound effect on the natural resources in the County. One large mistake that can be made is to sacrifice the natural resources in the County for the sake of economic development. Instead, developers and County/City officials should work together to prosper in both economic development and protection of natural resources. Natural resources are an integral part of the Florence community and contribute greatly to the quality of life experience by the residents. The recognition, enhancement, and protection of these resources will ultimately lead to sustainable community growth and a more beautiful Florence County that all can enjoy.



THIS SPACE LEFT BLANK INTENTIONALLY



GOALS AND IMPLEMENTATION STRATEGIES

The goals of the Natural Resources Element seek to promote an atmosphere of recognition, enhancement, and protection of the natural resources in Florence County in order to heighten the appeal and character of the community and promote a better quality of life for all residents.

GOAL 1

Establish an atmosphere of awareness and importance of the natural resources in Florence County to include scenic areas, unique plant and animal habitats, wetlands, and prime agricultural and forest lands.

Implementation Strategy: Inventory all key natural and scenic resources in the County. This information should be shared with developers in the Florence area. Furthermore, Florence County may periodically sponsor natural resources awareness campaigns.

Adopt an agriculture overlay ordinance in the County to preserve current agricultural areas and ensure that farming/agriculture operations are not adversely affected by new residential and commercial developments. **(short term)**.

Time Frame: 1 year. This element can be used as a starting point.

GOAL 2

Protect natural resources while shaping the future development of the Florence County with special emphasis on protecting rare and endangered species habitats.

Implementation Strategy: Review new development proposals for impacts to natural resources, and establish a staff person to consider the impact of new developments upon natural resources and natural conditions, which may include scenic areas, unique plant and animal habitats, wetlands, and prime agricultural and forest lands more specifically and as part of the National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water regulations, county staff should review and inspect development for compliance. This can be accomplished in conjunction with Goal 1 and the Land Use Element of the Florence County/Municipal Comprehensive Plan.

Time Frame: Review criteria and staff member hired within 1 year. Continue implementation thereafter.

GOAL 3

Strive to protect air quality of Florence County and the Pee Dee region before it becomes an observed problem.

Implementation Strategy:

- Implement the TABFTE campaign in order to promote activities which improve air quality. Hopefully this program will be a countywide success and other businesses will follow in the footsteps of Florence County by implementing the program in their own organizations.
- Cooperate with state and federal agencies in the efforts to monitor air quality **(continuously)**.
- Work with known sources of air pollution to maintain and reduce emissions and to mitigate the effects to the extent possible **(short term)**.
- Minimize domestic burning of field and yard debris, trash, etc. **(short term)**.



- Minimize vehicle trips by partnering with PDRTA to establish park and ride lots to employment centers, shopping area and recreation areas (**short term**).
- Provide incentives for the creation of off street bike and walking trails as means of transportation (**short term**).
- Encourage and provide incentives for mixed use developments built for pedestrian-friendly use which minimize the daily number of car trips necessary. (**short term**)

Time Frame: Continuous implementation of the program in order to constantly reduce the amount of air pollution in Florence County.

GOAL 4

To preserve and enhance the scenic areas of Florence County.

Implementation Strategy: Work in conjunction with the Pee Dee Land Trust and local land owners to expand the use of conservation easements in rural agricultural, scenic, historical areas to encourage easements where appropriate to instate voluntary land protection.

Time Frame: 15-20 years to complete implementation, with a comprehensive list to be developed within 2 years.

GOAL 5

To promote alternative forms of energy use.

Implementation Strategy: Explore the use of energy in public, commercial, and residential uses. Investigate available technologies and then educate county staff on advantages and disadvantages.

Time Frame: Research and education to begin within 1 year and continue throughout the life of this document.

GOAL 6

To protect and promote solar natural resources.

Implementation Strategy: Explore the use of solar energy in public, commercial, and residential uses. Investigate available technologies and then educate building inspection staff on advantages and disadvantages.

Time Frame: Research and education to begin within 1 year and continue throughout the life of this document.

GOAL 7

Reduce erosion through techniques such as terrace building and tree planting.

Implementation Strategy: Pass an ordinance which requires the planting of trees and the building of terraces when development occurs.

Time Frame: Ordinance to be drafted and passed within one year. This goal will work in conjunction with the Land Use Element of the Florence County/Municipal Comprehensive Plan.

THIS SPACE LEFT BLANK INTENTIONALLY



GOAL 8

- a. Consider watershed boundaries as well as political boundaries when making major land use decisions.
- b. Protect jurisdictional and other wetlands, floodplains, and other ecologically sensitive areas such as riparian corridors and watersheds.

Implementation Strategy:

- With Florence County being the downstream recipient of water from the Catawba, and Yadkin River watersheds, which cross county and state boundaries, it is essential to encourage the creation of interstate and intergovernmental compacts, which address watershed issues (**intermediate to long term**).
- Cooperate with the Natural Resource Conservation Service to promote the Wetlands Reserve Program as a viable conservation option for qualified landowners (**continuously**).
- Adopt more stringent building requirements for land disturbance in the 100-year flood zone (**short term**).
- Provide incentives for developers to preserve natural vegetation at residential development sites (**short term**).
- Establish an annual awards program highlighting projects that have successfully implemented creative development techniques that conserve natural resources (**short term to intermediate**).
- Cooperate with public education providers by sponsoring workshops, publications and other outreach efforts that could assist private landowners, developers and engineers in implementing natural resources conservation practices on large and small scale. (**continuously**).

Time Frame: as noted above

GOAL 9

- a. Maintain and improve the surface water quality for all waterbodies located in Florence County.
- b. Restore and maintain the chemical, physical, and biological integrity of the County's waters so that they can support the protection and propagation of fish, and wildlife and recreation in and on the water.
- c. The County should take an active role in encouraging development techniques which maintain or improve water quality.

Implementation Strategy:

- Develop and implement an outreach program to educate residents, tourists and community leaders on the unique and fragile ecosystems of Florence County on behavior that can help or harm this resource (**short term**).
- New County buildings should incorporate low impact design techniques and LEED certification into the overall site plan as a model for private developers by 2015 (**short term to intermediate**).
- Study land use and zoning around water supply sources, both surface waters and wells and implement policies that would further a protection program (**long term**).



- Work with SCDHEC to implement programs, which will improve the surface water quality of those segments of river and which have been listed as impaired Waterbodies (**continuously**).
- Work with Clemson University Pee Dee Research and Education, the Natural Resource Conservation Service, the Farm Bureau and local agricultural and mine landowners to address issues that affect water quality including confined animal feeding operations, buffering, irrigation, and dewatering (**short term**).

Time Frame: as noted above

GOAL 10

Assess and create a plan addressing water quantity including water conservation and management policies.

Implementation Strategy:

- Designate impaired waterways pursuant to State and Federal water quality standards (**short**)
- Maximize buffers and inputs to impaired waterways from development and other uses that will further impact water quality and quantity (**intermediate**)
- Cooperate with State and Federal agencies and develop best management practices for land uses adjacent to water bodies (**long**)

Time Frame: as noted above

GOAL 11

Conserve the essential flood reduction, groundwater recharge, pollution filtering, and recreation functions of wetlands.

Implementation Strategy:

- Seek to alleviate point source pollution (**continuous**)
- Upgrade stormwater facilities to meet future demand (**continuous**)
- Utilize the development review process to ensure proper stormwater management techniques (**continuous**)

Time Frame: as noted above

GOAL 12

Ensure that flood prone areas and floodways are maintained for their essential natural functions.

Implementation Strategy:

- Minimize wetland impacts during new and expanded development (**continuous**)
- Support wetland creation and restoration projects (**continuous**)
- Seek conservation easements on privately-owned wetlands that will preserve its natural function into perpetuity (**continuous**)

Time Frame: as noted above



GOAL 13

Improve stormwater and drainage management.

Implementation Strategy:

- Provide incentives for developers to incorporate creative stormwater management techniques into their developments including LID, green building technology, pervious surfaces, rain gardens, and bio-retention areas (**short term**).
- Prepare a comprehensive drainage master plan for the County as a way to take a more holistic approach to stormwater management. Areas with significant drainage problems should have more stringent stormwater requirements placed on new development (**long**).
- Improve stormwater management and computer modeling capabilities (**intermediate**).
- Develop a capital improvements plan to resolve major drainage basin problems (**short term**).
- New County buildings should incorporate low impact design techniques into the overall site plan as a model for private developers (**short term to intermediate**).

Time Frame: as noted above

GOAL 14

Florence County needs to protect and conserve its forests, agriculture, plant and animal habitat, and urban trees while increasing its preserved open areas, scenic areas and recreational opportunities.

Implementation Strategy:

- Through the development review process, minimize the destruction of existing trees to ensure ecological and aesthetic benefits (**continuously**)
- Promote the use of native species whenever possible (**continuously**)
- Produce a Countywide Open Space Plan to guide the creation of permanently protected, interconnected, usable open areas within residential developments and around other significant features in the County (**long term**)
- Determine the feasibility of creating a 'no net loss' of tree canopy for new and expanding developments (**short term**)
- Seek conservation easements on priority natural resources for perpetual protection (**intermediate**)

Time Frame: as noted above

GOAL 15

Protect and conserve the ecologically important areas and promotion of sustainable land use.

Implementation Strategy:

- Amend the Land Development Regulations to address defensible space as a wildfire mitigation technique when new development is proposed in close proximity to large tracts of forested land (**short term**).
- Provide incentives to developers to maintain existing vegetation within new commercial and residential development (**short term**).
- Create a tree preservation ordinance to include standards for conservation that would both enhance the aesthetic and the environmental function of urban trees. (**short term**).
- Support adding property to the Heritage Preserves and Pee Dee Land Trust. (**continuously**).



- Encourage property owners to participate in the Wildlife Habitat Incentives Program of the Natural Resources Conservation Service (**short term to intermediate**).
- Develop an Open Space Plan (**long term**).
- Explore creative planning techniques, such as transfer of development rights, as a means to conserve important natural and scenic features of the County (**short term to intermediate**).
- Encourage the reuse and upgrade of existing infrastructure rather than the expansion of infrastructure into undeveloped areas (**short term**).
- Work with the Master Gardeners and other local organizations to educate landowners and developers on the benefits of native species and the hazards of invasive species within their developments (**short term**).

Time Frame: as noted above

REFERENCES

1. Meenar, Mb Mahburur, Duffy, James, and Bari, A.S.M. Life on the Floodplain. Page 30. July 2006.
2. Tiner, R. W., H. C. Bergquist, G. P. DeAlessio, and M. J. Starr. 2002. Geographically Isolated Wetlands: A Preliminary Assessment of their Characterisitcs and Status in Selected Areas of the United States. U.S. Department of the Interior, Fish and Wildlife Service, Northeast Region, Hadley, MA.

INTERNET SOURCES

1. South Carolina State Climatology Office. Accessed at <http://www.dnr.sc.gov/climate/sco/>. November 13, 2006.
2. Natural Resource Conservation Service (NRCS). Assessed at <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>. December 12, 2006.
3. United States Department of Agriculture, National Agriculture Statistic Service. Accessed at <http://www.nass.usda.gov/index.asp>. May 3, 2007.
4. South Carolina Department of Health and Environmental Control (SCDHEC). Accessed at <http://www.scdhec.gov/egc/water/pubs/pdfact.pdf>. December 12, 2006.
5. Yadkin-Pee Dee Basin. Accessed at http://www.ncwater.org/Reports_and_Publications/swsp/swsp_ian2001/final_pdfs/B18_YadkinPeeDee.pdf. May 3, 2007.
6. U.S. Environmental Protection Agency, Wetlands. Accessed at <http://www.epa.gov/owow/wetlands/vital/what.html>. December 15, 2006.
7. FEMA, "Are You Ready?" Accessed at http://www.fema.gov/areyouready/flood_shtm. December 15, 2006.



8. S.C. Department of Natural Resources. Accessed at https://www.dnr.sc.gov/4443/pls/heritage/county_species_list?pcounty=florence. November 8, 2006.
9. Environmental Protection Agency. Accessed at www.epa.gov. December 19, 2006.
10. S.C. Department of Environmental Control, The Take a Break from the Exhaust Program. Accessed at <http://www.scdhec.gov/egc/outreach/html/messages.htm#tab>. May 8, 2007.
11. U.S. Department of Energy, Solar Energy Technology Program. Accessed at <http://www1.eere.energy.gov/solar/>. December 19, 2006.
12. Florence Rail Trail and Connections. Accessed at <http://www.sciway3.net/outdoors/park-florencerailtrail.html>. May 29, 2007.
13. Florence County Climate. Accessed at <http://www.florenceco.org/GeneralInformation/Climate/>. June 14, 2007.
14. US Geological Survey. Accessed at <http://www.mrdata.usgs.gov>. June 18, 2007.
15. SCDHEC, Division of Mining and Solid Waste Management. Accessed at <http://www.scdhec.gov/lwm/html/mining.html#go>. June 20, 2007.
16. FEMA, Frequently Asked Questions. Accessed at http://www.fema.gov/plan/prevent/fhm/fq_term.shtm. June 21, 2007.
17. SCDHEC, Ozone Fact Sheet. Accessed at <http://www.scdhec.gov/environment/baq/docs/factsheets/ozone.pdf>. July 6, 2007.
18. S.C. Department of Parks, Recreation and Tourism <http://www.southcarolinaparks.com/park-finder/state/216.aspx>
19. Horry County Comprehensive Land Use Plan
20. Gardener-Outlaw, T., and R. Engelman. 1997. Sustaining water, easing scarcity: a second update. Population International, Washington, DC.
21. Kondratyev, K.Y., V.F. Krapivin, and C.A. Varotosos. 2003. Global carbon cycle and climate change. Springer-Verlag, Berlin, Germany.
22. SCNEMO-Non-Point Education for Municipal Officials: www.scseagrant.org/scnemo/factsheets.htm

THIS SPACE LEFT BLANK INTENTIONALLY



ELEMENT ADOPTION DATES

Florence County.....	April 17, 2008
City of Johnsonville.....	May 6, 2008
Town of Olanta.....	May 6, 2008
Town of Quinby.....	May 6, 2008
Town of Scranton.....	May 12, 2008
Town of Timmonsville.....	May 6, 2008

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Second Reading - Ordinance No. 24-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Accepting The Transfer By The Town Of Pamplico, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Pamplico, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 24-2007/08.
2. Provide alternate directive.

ATTACHMENTS:

1. Ordinance No. 24-2007/08.
2. Election Authority Agreement.
3. Town of Pamplico Ordinance No. 2008-001.

Sponsor(s) : County Council
 First Reading/Introduction : March 20, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : April 3, 2008
 Public Hearing : April 17, 2008
 Third Reading : April 17, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 24-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Accepting The Transfer By The Town Of Pamplico, South Carolina To The Florence County Election Commission Of The Authority To Conduct Municipal General Elections Of The Town Of Pamplico, South Carolina And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

WHEREAS:

1. The Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this ordinance exist, and that the statements made with respect thereto are true and correct; and
2. Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended (the "Enabling Act"), provides that a municipality may transfer the authority for conducting municipal elections to the county election commission, which is authorized by the Enabling Act to conduct municipal elections; and
3. The Enabling Act provides, as a condition of the transfer by a municipality to a county election commission of the authority to conduct a municipal election, that the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement, with the municipal ordinance stating what authority is being transferred and the county ordinance accepting such authority; and
4. The Town of Pamplico, South Carolina has expressed a desire to transfer complete authority to conduct municipal general elections of the Town to the Florence County Election Commission; and
5. Council desires to accept the authority from the Town of Pamplico in accordance with the Enabling Act and finds the conduct of municipal general elections for the Town of Pamplico by the Florence County Voter Registration/Elections Commission will serve a valid public purpose within the authority of the County acting by and through the Election Commission.

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

1. Council accepts the transfer by the Town of Pamplico to the Election Commission of the authority to conduct the Town's municipal general elections. The scope of such authority shall be as set forth in the Election Authority Agreement (the "Agreement") between the Town of Pamplico and the County, such Agreement being attached hereto as "Exhibit A."
2. The Chairman of Council is authorized to execute the Agreement, which shall be in substantially the form as attached hereto as "Exhibit A," on behalf of the County.
3. The Election Commission is hereby directed to conduct the Town's general municipal elections.
4. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
5. 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 with the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden, Council Clerk

Approved as to Form and Content
James C. Rushton, III, County Attorney

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Exhibit A

STATE OF SOUTH CAROLINA)
) ELECTION AUTHORITY AGREEMENT
COUNTY OF FLORENCE)

This ELECTION AUTHORITY AGREEMENT made as of this ___ day of _____, 2008, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County") and the TOWN OF PAMPLICO, SOUTH CAROLINA (the "Town").

WITNESSETH:

Section 1. Transfer and Acceptance of Authority to Conduct Municipal Elections of the Town of Pamplico. Pursuant to the authority contained in Section 5-15-145 of the Code of Laws of South Carolina, 1976, as amended (the "Enabling Act"), and an ordinance adopted by the Town Council of the Town of Pamplico, the Town hereby transfers the authority to conduct the Town's municipal elections to the County, which shall act by and through the Florence County Voter Registration and Elections Commission (the "Election Commission"). The County hereby accepts such authority pursuant to the Enabling Act and an ordinance duly adopted by the County Council of the County.

Section 2. Obligations of County; Scope of Authority Transferred. The County hereby agrees to conduct the Town's municipal elections in accordance with applicable state and federal law, including without limitation the provisions regarding municipal elections contained in Chapter 15 of Title 5 of the Code of Laws of South Carolina, as amended. Acting through the Election Commission, the County shall discharge all functions with respect to the conduct of the Town's municipal elections, including obtaining and utilizing of voter registration's lists; the preparation of ballots and other voting materials; the receipt, processing and counting of absentee ballots; the preparation and administration of voting places; the appointment and coordination of poll managers; the supervision of the election; and the counting of votes and the report of the votes to the Town Council of the Town of Pamplico or an appointed authority representing the town government. The County shall be responsible for the certification of election results or any contest. The County shall also be responsible for the satisfaction of any legal requirements for the Town's municipal elections, including without limitation any advertisements or clearances required by law.

Section 3. Warranties. Both the Town and the County warrant and represent that each has, as required by the Enabling Act, adopted an ordinance authorizing this agreement, as well as the transfer or acceptance of the authority to conduct the Town's municipal elections. The Town, warrants that it has taken all steps required by law, including advertisement, for the holding of its municipal elections.

Section 4. Payment of County's Expenses. The Town hereby agrees to pay, upon demand of the County, any and all expenses incurred by the County in connection with the County's conduct of the Town's municipal elections, including and without limitation any costs or attorney's fees which

may be incurred by the County in the event of a proceeding contesting the Town's municipal elections or the conduct thereof, or any litigation arising out of the same.

IN WITNESS WHEREOF, the Town and the County have each caused this instrument to be signed in their names by their duly authorized officers as of the date first hereinabove written.

TOWN OF PAMPLICO, SOUTH CAROLINA

By: _____

Attest:

FLORENCE COUNTY, SOUTH CAROLINA

By: _____

K.G. Rusty Smith, Jr., Chairman

Attest:

Richard A. Starks
County Administrator

DRAFT

RECEIVED
NOV 16 2007

ORDINANCE NO. 2008-001

2008 JAN 24 PM 10:29

First Reading April 16, 2007

FLO.
VOTER REG.

Second Reading January 22, 2008

AN ORDINANCE PROVIDING FOR THE TRANSFER FOR CONDUCTING MUNICIPAL ELECTIONS TO THE FLORENCE COUNTY VOTER REGISTRATION AND ELECTION COMMISSION

BE IT ORDAINED by the Town Council of the Town of Pamplico, South Carolina, now met and in assembly sitting, and by authority thereof:

Section I. That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, 5-7-30, Section 5-7-260, and Section 2-32 of the Code of the Town of Pamplico.

Section II. That Chapter 8 (Elections), of the Code of the Town of Pamplico, is amended by the following revisions, changes and additions;

WHEREAS, Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended, provides for the transfer of the powers, duties, and responsibility for the conduction of municipal election for the municipal election commission to county election commission upon the adoption of appropriate ordinances by those municipalities desiring to effect such transfer; and

WHEREAS, the Town of Pamplico desires to transfer all authority for conducting municipal elections to the Florence County Voter Registration and Elections Commission.

Now, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Pamplico duly assembled in council this 22nd day of January 2008, that all authority for the conducting of municipal elections is hereby transferred to the Voter Registration and Elections Commission for Florence County in the following particulars:

- a. The Florence County Voter Registration and Elections Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections of the Town of Pamplico.
- b. Immediately upon the closing of the polls at any municipal election in the Town of Pamplico, the Florence County Voter Registration and Elections Commission shall begin to count and continuously count the votes cast and make a statement of the whole number of votes cast in such election together with the number of votes cast for each candidate for Mayor and Councilperson, and publicly display the unofficial results.

- c. The Voter Registration and Elections Commission shall thereafter certify the results of the elections and transmit the certified results to the Town Council of the Town of Pamplico or an appointed authority representing the town government as soon as practical following the certification.
- d. Accept candidate filings and filing fees, including, but not limited to notices of candidacy, candidacy pledges, hear and decide protests and certify the results of municipal elections.
- e. Utilize an Automated Election System and computer counting with the count publicly conducted.
- f. Take such other action as may be necessary or appropriate to conduct municipal elections and certify the results.

Section III. The Town of Pamplico shall reimburse the Registration and Elections Commission of Florence County for all costs incurred in providing ballots, advertising elections, printing costs, postage, transportation cost, temporary help, programming charges, poll managers, compensation and other related additional expenses incurred in its conduct of municipal elections in the Town of Pamplico. In the event a protest is filed or litigation is commenced in connection with the conduct of municipal elections, the Town of Pamplico shall pay all court costs, attorney fees, court reporter fees and costs, and other costs and expenses incurred in such protest or litigation. The Florence County Voter Registration and Elections Commission shall provide invoices and/or other documentation to the Town of Pamplico of all costs and expenses incurred in the conduct of the Town of Pamplico municipal elections, protests, certification of results, litigation or other costs which may be incurred, not specifically mentioned in this ordinance.

Section IV. This ordinance shall take effect upon the successful completion of the following necessary action prerequisite under federal and state law to effect the changes called for hereunder:

- a. adoption of an appropriate ordinance by the Town Council of the Town of Pamplico transferring the authority accepted hereunder;
- b. adoption of an appropriate ordinance by the governing body of Florence County accepting the authority being transferred hereunder;
- c. submission to the United States Justice Department and subsequent receipt of pre-clearance and positive response to the transfer of authority for conducting municipal elections which would be effected hereunder.

Section V. All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of inconsistency.

Done, passed, ratified and ordered enrolled as an ordinance of the Town, this 22nd day of January, 2008.

Mayor:

[Handwritten Signature]

Council Members:

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Blank Signature Line]

Attest:

[Handwritten Signature]

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Second Reading - Ordinance No. 25-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The November 4, 2008 General Election Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 25-2007/08.
2. Provide alternate directive.

ATTACHMENTS:

1. Ordinance No. 25-2007/08.
2. Election Authority Agreement.
3. Correspondence dated February 22, 2008 from David N. Williams, City Manager.
4. City of Florence Ordinance No. 2008-04.

Sponsor(s) : County Council
 First Reading/Introduction : March 20, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : April 3, 2008
 Public Hearing : April 17, 2008
 Third Reading : April 17, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 25-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The November 4, 2008 General Election Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

WHEREAS:

1. The Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this ordinance exist, and that the statements made with respect thereto are true and correct; and
2. Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended (the "Enabling Act"), provides that a municipality may transfer the authority for conducting municipal elections to the county election commission, which is authorized by the Enabling Act to conduct municipal elections; and
3. The Enabling Act provides, as a condition of the transfer by a municipality to a county election commission of the authority to conduct a municipal election, that the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement, with the municipal ordinance stating what authority is being transferred and the county ordinance accepting such authority; and
4. The City of Florence ("the City") has expressed a desire to transfer complete authority to conduct the November 4, 2008 general elections of the City to the Florence County Election Commission; and
5. Council desires to accept the authority from the City in accordance with the Enabling Act and finds the conduct of the November 4, 2008 general elections for the City by the Florence County Voter Registration/Elections Commission will serve a valid public purpose within the authority of the County acting by and through the Election Commission.

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

1. Council accepts the transfer by the City to the Election Commission of the authority to conduct the City's November 4, 2008 general elections. The scope of such authority shall be as set forth in the Election Authority Agreement (the "Agreement") between the City and the County, such Agreement being attached hereto as "Exhibit A."
2. The Chairman of Council is authorized to execute the Agreement, which shall be in substantially the form as attached hereto as "Exhibit A," on behalf of the County.
3. The Election Commission is hereby directed to conduct the City's November 4, 2008 general elections.
4. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
5. 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 with the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden, Council Clerk

Approved as to Form and Content
James C. Rushton, III, County Attorney

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

City's November 4, 2008 general elections, including and without limitation any costs or attorney's fees which may be incurred by the County in the event of a proceeding contesting the City's November 4, 2008 general elections or the conduct thereof, or any litigation arising out of the same.

IN WITNESS WHEREOF, the City and the County have each caused this instrument to be signed in their names by their duly authorized officers as of the date first hereinabove written.

CITY OF FLORENCE, SOUTH CAROLINA

By: _____
Frank E. Willis, Mayor

Attest:

David N. Williams
City Manager

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
K.G. Rusty Smith, Jr., Chairman

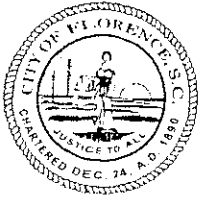
Attest:

Richard A. Starks
County Administrator

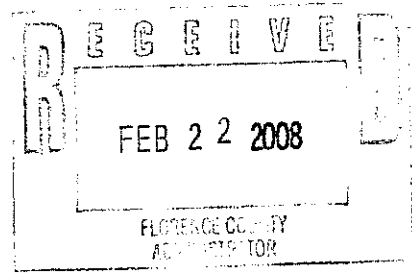
DRAFT

CITY OF
FLORENCE

• S C •



OFFICE OF THE CITY MANAGER
CITY-COUNTY COMPLEX AA
180 N. IRBY STREET
FLORENCE, SC
29501-3456
PHONE (843) 665-3113
FAX (843) 665-3110



February 22, 2008

Mr. Richard Starks, Administrator
Florence County
180 N. Irby Street
City County Complex, MSC-G
Florence, SC 29501

Dear Richard:

Please accept this letter as our request to have Florence County Council consider approval of an agreement between the City of Florence and the County of Florence to transfer authority to conduct the City's Municipal Election that will be held November 4, 2008, to the Florence County Elections Commission.

I respectfully request that this issue be placed on the agenda for Florence County Council's next regularly scheduled meeting.

Sincerely,

David N. Williams
City Manager

A CITY OF
CHARACTER

ORDINANCE NO. 2008-04

AN ORDINANCE TO PROVIDE FOR THE HOLDING OF THE 2008 MUNICIPAL ELECTION FOR THE OCCUPANCY OF THE OFFICE OF MAYOR AND TWO AT LARGE CITY COUNCIL SEATS AND FOR CERTAIN TIMES FOR THE FILING OF NOMINATION PETITIONS, HOLDING PRIMARIES OR CONVENTIONS, THE ENTRY OF CANDIDATES FOR NOMINATIONS IN MUNICIPAL PARTY PRIMARY ELECTIONS OR CONVENTIONS AND THE TIME FOR CLOSING OF ENTRIES.

WHEREAS, Section 5-15-70 of the Code of Laws of South Carolina, 1976, as amended, requires that certain times be established by Ordinance for the conduction of Municipal Elections.

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Florence at a meeting duly assembled and by the authority thereof:

That the following dates are hereby established for the 2008 General Election of Mayor and two City Council members At-Large:

1. General Election

The General Election shall be held on November 4, 2008 during voting hours beginning at 7:00 a.m. and concluding at 7:00 p.m., at which time the Mayor and two City Councilmembers shall be elected at-large. The Mayor and Councilmembers will each be elected for the term of four (4) years.

2. Nominations for Office

Nominations of candidates may be by political party or by petition.

2.1 Nomination by Political Party

Persons wishing to be placed on the ballot for office may file their Statement of Candidacy along with their Statement of Economic Interest with the Chairman of the respective Florence County political party as follows:

- a. Opening date for candidates' filing for political primaries shall be at noon on March 17, 2008.
- b. Closing date for candidates' filing for political primaries shall be at noon on March 31, 2008. By noon, April 10, 2008, the County Chairman of the respective political party shall file with the Florence County Election Commission written certification of the name and office sought of all candidates to be placed on the ballot of that political party and their individual statement of intention of candidacy and verification by the political party County Chairman that each candidate certified meets or will meet by the time of the General Election the qualification for office for which the candidate has filed.
- c. Political party primaries for nominating candidates shall be held at the regular polling places and conducted by the Florence County Election Commission in conjunction with the County and Statewide Primaries on June 10, 2008, during voting hours beginning at 7:00 a.m. and concluding at 7:00 p.m.
- d. Second primary (first run-off), if necessary, shall be held on June 24, 2008.
- e. Political party conventions for nominating candidates shall be held on or before June 10, 2008.
- f. Political party primaries or conventions must certify nominees to the Municipal Election Commission no later than noon on August 15, 2008.

2.2 Nominations by Petition

Candidates wishing to qualify for the General Elections by Petition must file their petition along with their Statement of Economic Interest with the Municipal Clerk by noon on July 15, 2008. The petition must bear the signatures of at least five (5%) percent of the qualified electors of the City of Florence.

3. Election Commission

The General Election shall be conducted in accordance with §5-15-100, S. C. Code of Laws, by the Municipal Election Commission, appointed pursuant to §5-15-90, S. C. Code of Laws. Pursuant to §5-15-145 of the S. C. Code of Laws, the City hereby authorizes the Florence County Election Commission to physically conduct the General Election to include preparation of the ballots, obtaining Voter Registration Lists, appointing and coordinating Poll Managers, handling absentee ballots, preparing voting materials for each precinct, readying voting places, supervising voting places, counting votes, and reporting the results to the Municipal Election Commission. The Municipal Election Commission shall certify the results and address any contests of the results.

4. Notice

Two public notices of the General Election shall be given which shall include the location of the polling places. The first notice shall be given at least 60 days prior to the election, and the second notice shall be given no later than two weeks after the first notice.

5. Filing Fee

The filing fee for the offices of Mayor and City Council to the City of Florence shall be \$0.

6. Determining Results of the Election

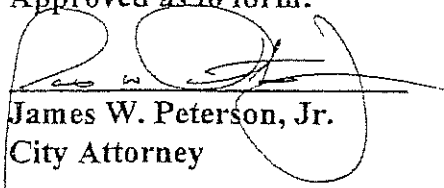
The person receiving the highest number of votes for Mayor shall be declared elected. The two persons receiving the highest numbers of votes for the two (2) At-Large City Council seats shall be declared elected.

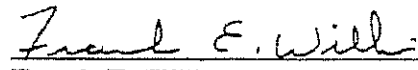
In the event of a tie, a runoff election shall be held two weeks following the General Election pursuant to 5-15-125 of the S. C. Code of Laws, 1976, as amended.

7. Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence.

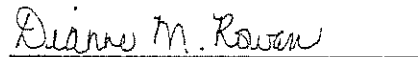
ADOPTED THIS 11th DAY OF February, 2008.

Approved as to form:


James W. Peterson, Jr.
City Attorney


Frank E. Willis
Mayor

Attest:


Dianne M. Rowan
Municipal Clerk

DRAFT

ADOPTED ON FIRST READING AT A MEETING OF
THE BOARD OF CITY CLERKS, S. C.
ON 1-14-08
AND 2-11-08
BY _____
COPY MAILED TO Jim Peterson;
ON Mike Young

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Second Reading of Ordinance No. 26-2007/08

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

An Ordinance Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2008, In The Principal Amount Of Not Exceeding \$25,000,000 And Setting Forth The Terms Upon Which Such Financing May Be Undertaken And The Purposes For Which The Proceeds Of Such Financing May Be Used; Authorizing The Execution And Delivery Of Certain Instruments Relating Thereto, Including A Ground Lease Agreement And A Lease Agreement; Approving The Facilitation Of Such Financing, If Required, By The Florence County Public Facilities Corporation; Approving The Form Of A Trust Agreement Between The Florence County Public Facilities Corporation And A Trustee; Approving The Optional Redemption By Refunding And Prepayment Of Amounts Owed With Respect To The Series 2003 Certificates Of Participation Of The Florence County Public Facilities Corporation; Approving Such Agreements By The County As May Be Required With Respect To The Florence County Public Facilities Corporation, The Redemption Of Said 2003 Certificates Of Participation, And The Aforesaid Lease-Purchase Financing; Approving The Termination Of An Interest Rate Swap Agreement Pursuant To An ISDA Master Agreement And Related Documents Between Florence County And Wachovia Bank, National Association; And Approving Other Matters Relating To The Foregoing.

POINTS TO CONSIDER:

1. The County has been informed that, due to downgrades of the credit rating of Ambac, Merchant Capital has failed to remarket the 2003 Certificates pursuant to the Remarketing Agreement, and the 2003 Certificates have been purchased and are being held by Wachovia pursuant to the Standby Purchase Agreement.
2. Under the terms of the Standby Purchase Agreement, the rate of interest borne by the 2003 Certificates held by Wachovia is presently nine per cent (9%) per annum, and will, absent successful remarketing of the 2003 Certificates, increase to ten per cent (10%) per annum on May 1, 2008, and eleven per cent (11%) per annum on September 1, 2008.
3. It has been determined that it will be in the best interests of the County to refund the 2003 Certificates by the issuance of a refunding obligation, which refunding obligation will bear a fixed rate of interest and will be negotiated for purchase by a single financial institution for its own portfolio and not for resale, therefore eliminating the need for bond insurance as well as costs associated with a sale of such refunding obligation in the secondary market;
4. Council has also contemplated the borrowing of funds to finance all or a portion of the cost of acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the following projects: (i) a new Florence County Voter Registration and Elections Commission building; (ii) a recreational park in the Southern portion of the County; (iii) a turning lane on Ebenezer Road to serve a County convenience site; (iv) a recreational park in the Brookgreen area of the County; (v) a new Johnsonville Branch Library; (vi) the expansion of the exercise room at the County's Senior Center; (vii) the development of historical sites in the Northeast portion of the County; and (viii) various historical, cultural, recreational, and tourism-related projects in the County.

FUNDING FACTORS:

1. The debt service for the jail portion of this new lease-purchase agreement will continue to be paid from debt service millage.
2. The debt service for the civic center portion of this new lease-purchase agreement will continue to be paid from a portion of the County's 3% local accommodations tax and a portion of the City of Florence's 2% hospitality tax.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 26-2007/2008.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Background Summary
2. Ordinance No. 26-2007/2008

Background Summary

In 1990, Florence County issued certificates of participation (COPs) to fund the construction of the jail and civic center. These COPs were debt that did not count against the County's 8% debt limit. The financial advisor firm that assisted the County at that time was Raymond James & Associates.

In 1992, interest rates dropped, so the COPs were re-financed at a rate 1.25% lower than in 1990. However, in 1998, rates dropped even lower than they were in 1992. Unfortunately, the legal documents in 1992 did not allow the COPs to be re-financed again until 2003. But, later in 1998, John Swift, financial advisor formerly with Raymond James and now with Merchant Capital, presented a financing mechanism called a swap agreement, which allowed the County to take advantage of these lower rates. Therefore, the County entered into this swap agreement with Wachovia.

In 2003, Wachovia exercised its rights under the swap agreement. This required that the County issue new COPs, which had to be bought and sold on a weekly basis. Merchant Capital was the agent responsible for selling these new COPs. These new COPs are insured by a company named Ambac. As a result of the sub-prime mortgage crisis, Ambac's financial status has been downgraded. Therefore, bond buyers are no longer as willing to purchase debt insured by Ambac.

On January 29, Merchant Capital informed the County that they could not find a buyer for these COPs. Therefore, as a result of the swap agreement, Wachovia was required to purchase these COPs. However, the provisions of the agreement allowed Wachovia to charge a much higher interest rate than what the County had been paying on these COPs.

Therefore, it has now become necessary to acquire the services of an independent financial advisory firm to review this issue in conjunction with County staff and the County's bond counsel, Haynsworth, Sinkler, Boyd, to reposition the financing.

Amount of COPs outstanding (in thousands) at various dates were:

<u>Date</u>	<u>Total Amount</u>	<u>Jail</u>	<u>Civic Center</u>	<u>Equipment/ Issuance Costs</u>
October 1990 (Original issue)	\$42,585	\$23,305	\$12,005	\$ 7,235
December 1992 (Refunding)	\$45,880	\$23,305	\$12,005	\$10,570
March 2003 (Swap agreement)	\$29,515	\$19,480	\$10,035	\$ 0
June 2007 (Most recent audit)	\$20,125	\$13,283	\$ 6,843	\$ 0

Savings realized with each of these previous transactions noted above were as follows:

- 1) Re-financing in 1992 saved Florence County approximately \$2,850,000 in interest over the remaining life of the COPs.
- 2) Wachovia paid Florence County \$300,000 in 1998 for entering into the swap agreement, plus Wachovia agreed to pay the call premium on the COPs in 2003, which amounted to \$580,000.
- 3) The re-financing in 2003 saved Florence County an additional \$300,000 in interest over the remaining life of the COPs.

Sponsor(s) : County Council
 First Reading : March 20, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : April 3, 2008
 Public Hearing : April 17, 2008
 Third Reading : April 17, 2008
 Effective Date :

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

ORDINANCE NO. 26-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2008, In The Principal Amount Of Not Exceeding \$25,000,000 And Setting Forth The Terms Upon Which Such Financing May Be Undertaken And The Purposes For Which The Proceeds Of Such Financing May Be Used; Authorizing The Execution And Delivery Of Certain Instruments Relating Thereto, Including A Ground Lease Agreement And A Lease Agreement; Approving The Optional Redemption By Refunding And Prepayment Of Amounts Owed With Respect To The Series 2003 Certificates Of Participation Of The Florence County Public Facilities Corporation; Approving Such Agreements By The County As May Be Required With Respect To The Florence County Public Facilities Corporation, The Redemption Of Said 2003 Certificates Of Participation, And The Aforesaid Lease-Purchase Financing; Approving The Termination Of An Interest Rate Swap Agreement Pursuant To An ISDA Master Agreement And Related Documents Between Florence County And Wachovia Bank, National Association; And Approving Other Matters Relating To The Foregoing.)

WHEREAS:

1. Florence County Council (the "Council") previously determined that a need existed for (a) the acquisition and construction in Florence County, South Carolina (the "County") of a County Law Enforcement Center, including a jail, sheriff's offices and emergency operations center with radio operations (collectively, the "Law Enforcement Center"), and a regional sports, entertainment and exhibition facility (the "Civic Center"), (the Law Enforcement Center and the Civic Center are hereinafter collectively referred to as the "Original Projects") and (b) the acquisition of certain equipment to be utilized for various County purposes (the "Equipment"); and
2. Pursuant to the authority contained in Section 4-9-30, Code of Laws of South Carolina 1976, as amended, providing for the power of counties to lease real and personal property, the County determined to finance the acquisition and construction of the Original Projects through a lease-purchase transaction; and
3. In order to accomplish said lease-purchase transaction, the County entered into a Ground Lease Agreement dated as of October 1, 1990 with The Florence County Public Facilities Corporation, a South Carolina nonprofit corporation (the "Corporation"), whereby the real property upon which the Original Projects were to be constructed was leased by the County to the Corporation (the "Ground Lease"), and, in connection therewith, the Corporation leased such real property back to the County pursuant to a Lease Agreement dated as of October 1, 1990 between the Corporation, as lessor, and the County, as lessee (the "Lease Agreement"), whereby the County agreed to make payments of rent and payment of all costs and expenses of any kind incurred by the Corporation in connection with the leased property and the maintenance thereof; and

4. In order to finance the acquisition and construction of the Original Projects and the acquisition of the Equipment, the Corporation delivered its \$42,545,000 original principal amount Certificates of Participation (Law Enforcement Center Project, Civic Center Project and Equipment), Series 1990, dated October 1, 1990 (the "1990 Certificates"), the primary payment source of which was the payment of rent by the County pursuant to the Lease Agreement; and
5. The Original Projects have since been acquired and constructed and are in use by the County for their intended purposes, and the Equipment has since been acquired and, ultimately, released from the Ground Lease and the Lease Agreement; and
6. The County and the Corporation determined in 1992 that a savings in debt service under the 1990 Certificates could be achieved through an advance refunding and defeasance of the 1990 Certificates through the delivery by the Corporation of \$45,880,000 original principal amount Refunding Certificates of Participation (Law Enforcement Center Project, Civic Center Project and Equipment), Series 1992, dated December 1, 1992 (the "1992 Certificates"); and
7. Pursuant to Ordinance No. 25-97/98 enacted April 16, 1998, the Council authorized the execution and delivery by the County of an International Swap Dealers Association, Inc. Master Agreement dated July 9, 1998 with First Union National Bank (now known as Wachovia Bank, National Association) ("Wachovia"), including all schedules thereto and confirmations thereof, whereby, in return for certain cash consideration received by the County from Wachovia and the delivery by the Corporation on or about March 1, 2003 (the "Future Delivery Date") of variable interest rate certificates of participation to refund the 1992 Certificates, Wachovia would be liable, commencing on the Future Delivery Date, for periodic payments of a variable interest rate to the County, and the County at such time would be liable for periodic payments of a fixed interest rate to Wachovia (the "Swap Agreement"); and
8. In accordance with the requirements of the Swap Agreement, and in order to achieve a savings in total debt service payments with respect to the 1992 Certificates, the Corporation, with the consent and approval of the County, refunded the 1992 Certificates by issuing its \$29,515,000 Refunding Certificates of Participation (Law Enforcement Center and Civic Center Projects), Series 2003 (the "2003 Certificates") dated March 3, 2003 at a variable interest rate and insured by Ambac Assurance Corporation ("Ambac") and subject to a Remarketing Agreement (the "Remarketing Agreement") with Merchant Capital, LLC ("Merchant Capital") and a Standby Purchase Agreement (the "Standby Purchase Agreement") with Wachovia, each dated as of March 1, 2003; and
9. Merchant Capital has previously informed the County that, due to downgrades of the credit rating of Ambac, Merchant Capital has failed to remarket the 2003 Certificates pursuant to the Remarketing Agreement, and the 2003 Certificates have been purchased and are being held by Wachovia pursuant to the Standby Purchase Agreement;
10. Under the terms of the Standby Purchase Agreement and the Swap Agreement, the effective rate of interest borne by the 2003 Certificates held by Wachovia and subject to the Swap Agreement is presently approximately nine per cent (9%) per annum, and will, absent successful remarketing of the 2003 Certificates, increase to approximately ten per cent (10%) per annum on May 1, 2008, and approximately eleven per cent (11%) per annum on September 1, 2008;
11. Council has determined that it will be in the best interests of the County to refund the 2003 Certificates by the issuance of a refunding obligation, which refunding obligation will bear a fixed rate of interest and will be negotiated for purchase by a single financial institution for its own portfolio and not for resale, therefore obviating the need for bond insurance as well as costs associated with a sale of such refunding obligation in the secondary market;

12. Council is cognizant of the fact that a refunding of the 2003 Certificates will require a termination of the Swap Agreement, which will entail a swap termination payment based on market conditions at the time of such termination (the "Termination Fee");
13. Council has received quotes for the purchase of such refunding obligation, and has determined that, based on existing interest rates and other market conditions, the sum of all payments to be made under such refunding obligation (taking into account a borrowing of the Termination Fee) will be less than the sum of the payments under the 2003 Certificates, therefore qualifying such refunding obligation as a "refinancing agreement" as such term is defined in Section 11-27-110 of the Code of Laws of South Carolina, 1976, as amended;
14. Council has also contemplated the borrowing of funds to finance all or a portion of the cost of acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the following projects: (i) a new Florence County Voter Registration and Elections Commission building; (ii) a recreational park in the Southern portion of the County; (iii) a turning lane on Ebenezer Road to serve a County convenience site; (iv) a recreational park in the Brookgreen area of the County; (v) a new Johnsonville Branch Library; (vi) the expansion of the exercise room at the County's Senior Center; (vii) the development of historical sites in the Northeast portion of the County; and (viii) various historical, cultural, recreational, and tourism-related projects in the County (together, the "New Projects"). Council estimates the cost of the New Projects to be approximately \$4,500,000;
15. Council has determined that it will be in the best interests of the County to add to the principal amount of the aforesaid refunding obligation such amounts as will be required to defray the costs of the New Projects, and is mindful that such amount allocable to the New Projects will not qualify as a "refinancing agreement" as such term is defined in Section 11-27-110 of the Code of Laws of South Carolina, 1976, as amended, and will therefore be chargeable against the County's 8% general obligation indebtedness limit provided for in Article X, Section 14 of the South Carolina Constitution;
16. The assessed value of all taxable property located within the County (net of property subject to a fee in lieu of tax) as certified by the County Auditor for the year 2007, which is the last completed assessment thereof, is a sum of not less than \$416,780,944, and thus the eight percent (8%) debt limit of the County is not less than \$33,342,000. The County has outstanding \$18,801,248 aggregate principal amount of general obligation debt which is chargeable against the eight percent (8%) limit. Thus, the County may issue the sum of \$14,541,247 general obligation debt at the present time without the authorization required by Section 14(6) of the South Carolina Constitution; and
17. Council is minded to authorize the issuance of an obligation in the form of a lease-purchase financing obligation in the principal amount of not exceeding \$25,000,000, and to use the proceeds of such financing: (i) to refund the 2003 Certificates; (ii) to pay the Termination Fee to Wachovia with respect to the Swap Agreement; (iii) to finance a portion of the cost New Projects; and (iv) to pay costs associated with the issuance of the Financing Arrangement (as hereinafter defined).

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

ARTICLE I

DEFINITIONS

The terms defined in this Article I (except as otherwise expressly provided for or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings set forth in this Article I.

"2003 Certificates" means the outstanding principal amount of the Refunding Certificates of Participation (Law Enforcement Center, Civic Center Project, and Equipment), Series 2003, of the Corporation, dated March 3, 2003.

"Bank" means Branch Banking & Trust Company, or, in the event another financial institution is chosen to enter into the Financing Arrangement provided for in this Ordinance with the County pursuant to Section 3.01 hereof, such other financial institution as is selected by the County Administrator.

"Chairman" means the Chairman of the Council, or in his absence for any reason, the Vice-Chairman or acting Chairman of the Council.

"Clerk" means the Clerk of the Council, or in her absence for any reason, the acting Clerk of the Council.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable U.S. Treasury Regulations thereunder.

"Corporation" means The Florence County Public Facilities Corporation, a South Carolina nonprofit corporation, its successors and assigns.

"Council" means the Florence County Council, the governing body of Florence County, South Carolina, and any successor body.

"County" means Florence County, South Carolina, its successors and assigns.

"Facilities" means the land and the improvements thereon, including all or part of the Property, as are subject to and more particularly described in the Lease Agreement.

"Ground Lease" means the Ground Lease between the County and the Bank which shall be in the form as attached hereto as "Exhibit A."

"ISDA Master Agreement" or "Swap Agreement" means the ISDA Master Agreement dated as of July 9, 1998 among the County, the Corporation and First Union National Bank (now known as Wachovia Bank, National Association), as the swap provider, including all schedules thereto and confirmations thereof.

"Lease Agreement" means the Lease Agreement between the County and the Bank, which shall be in the form as attached hereto as "Exhibit B," with respect to the Facilities.

"New Projects" means: (i) a new Florence County Voter Registration and Elections Commission building; (ii) a recreational park in the Southern portion of the County; (iii) a turning lane on Ebenezer Road to serve a County convenience site; (iv) a recreational park in the Brookgreen area of the County; (v) a new Johnsonville Branch Library; (vi) the expansion of the exercise room at the County's Senior Center; (vii) the development of historical sites in the Northeast portion of the County; and (viii) various historical, cultural, recreational, and tourism-related projects in the County.

"Ordinance" means this Ordinance of the County Council.

“**Original Projects**” means the Law Enforcement Center and the Civic Center, as such terms are defined in the recitals to this Ordinance.

“**Projects**” means, together the Original Projects and the New Projects.

“**Property**” means the real property and improvements thereon subject to the Ground Lease and the Lease Agreement.

“**Termination Fee**” means the fee that is required to be paid to Wachovia Bank, N.A. pursuant to the Swap Agreement as a condition of the termination of the Swap Agreement.

ARTICLE II

AUTHORIZATION OF AND CONSENT TO TRANSACTION AND FINANCING DOCUMENTS

Section 2.01 Approval of Transaction.

Council does hereby approve and direct the refinancing of the 2003 Certificates and the financing of the New Projects through the entry by the County into a lease-purchase financing arrangement with the Bank in an amount not to exceed \$25,000,000 by means of the execution and delivery of the Ground Lease and the Lease Agreement in connection therewith, such lease-purchase financing arrangement to be designated “CAPITAL FACILITIES REFUNDING AND IMPROVEMENT LEASE-PURCHASE FINANCING, SERIES 2008” (the “Financing Arrangement”). Council also approves the termination of the Swap Agreement and the payment of the Termination Fee in connection therewith. The 2003 Certificates shall be called for redemption at the first practicable date occurring on or after the date of original delivery of the proceeds of the Financing Arrangement (the “Redemption Date”). In this regard, the County hereby authorizes, to the extent required, the delivery of the requisite notice of the redemption of the 2003 Certificates.

The principal amount of the Financing Arrangement, not to exceed \$25,000,000, shall be determined by the County Administrator based on amounts required to effect the refunding of the 2003 Certificates, the payment of the Termination Fee, the funding of the New Projects, and the payment of all costs associated with the Financing Arrangement, prior to the entry by the County into the Financing Arrangement.

Section 2.02 Ground Lease and Lease Agreement.

The forms, terms and provisions of the Ground Lease and the Lease Agreement presented to Council and attached hereto as “Exhibit A” and “Exhibit B,” respectively, are hereby incorporated herein by reference as if the Ground Lease and the Lease Agreement were set out in this Ordinance in their entirety. The Chairman and the County Administrator, or either one of them, and the Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Ground Lease and the Lease Agreement to the Corporation. The Ground Lease and the Lease Agreement are to be in substantially the forms 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 by such persons of the Ground Lease and the Lease Agreement shall constitute conclusive evidence of their approval of any and all such changes.

Section 2.03 Escrow Agreement.

Should it be determined by the County Administrator, upon the advice of counsel, that the delivery by the County of an escrow deposit agreement with the paying agent for the 2003 Certificates (an “Escrow Agreement”) will be necessary to provide for the defeasance of the 2003 Certificates and the redemption of the same on the Redemption Date, the County shall execute and deliver such an agreement, in form customarily used by South Carolina political

subdivisions for transactions of this nature. The Chairman and the County Administrator, or either one of them, is authorized to execute and deliver any such Escrow Agreement on behalf of the County.

Section 2.04 Use of Proceeds of the Financing Arrangement.

The proceeds of the Financing Arrangement shall be applied: (i) to refund the 2003 Certificates; (ii) to pay the Termination Fee to Wachovia with respect to the Swap Agreement; (iii) to finance a portion of the cost of the New Projects; and (iv) to pay costs associated with the issuance of the Financing Arrangement.

Section 2.05 Other Financing Documents.

The Chairman and the County Administrator, or either one of them, are hereby authorized and fully empowered, for and on behalf of the County, to take such further action and to execute any and all additional documents, instruments, certificates or other papers, including without limitation any agreement required to cancel the leases associated with the 2003 Certificates and to terminate the Swap Agreement, as they deem necessary and appropriate, with the advice of counsel, to accomplish the transactions contemplated by this Ordinance.

ARTICLE III

AWARD OF FINANCING ARRANGEMENT

Section 3.01 Award of Financing Arrangement.

County staff is presently negotiating the Financing Arrangement with the Bank, and projects that the Financing Arrangement will bear a fixed rate of interest of approximately 3.75% for a term of ten (10) years. The Financing Arrangement is hereby awarded to the Bank at a fixed rate of interest of not to exceed 4.25% for a term not to exceed ten (10) years.

In the event the Bank proposes to enter into the Financing Arrangement at a fixed rate of interest in excess of 4.25%, the County Administrator, in consultation with the County Finance Director, is authorized to negotiate the Financing Arrangement with and award the Financing Arrangement to another lending institution, which, in his discretion and after consultation with the County Finance Director, the County Administrator shall determine has made a proposal with respect to the Financing Arrangement that is in the best interests of the County; provided, however, that no Financing Arrangement shall bear interest at rate in excess of 4.25% without prior approval by resolution of Council.

ARTICLE IV

COMPLIANCE WITH REQUIREMENTS OF THE CODE

Section 4.01 General Covenant.

The County will comply with all requirements of the Code in order to preserve the tax-exempt status of the Financing Arrangement, including without limitation, the requirements to (i) timely file information report Form 8038-G with the Internal Revenue Service, and (ii) rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the County covenants to execute any and all agreements or other documentation as it may be advised by Special Counsel as will enable it to comply with this Section.

Section 4.02 Tax Representations and Covenants.

The County hereby further 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 the Financing Arrangement to become includable in the gross income of the holder thereof for federal income tax purposes pursuant to the provisions of the Code and

applicable regulations promulgated thereunder. Without limiting the generality of the foregoing, the County represents and covenants that:

(A) The Property will be leased by the County pursuant to the Lease Agreement or 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 Financing Arrangement, the Property, or the New Projects or any portion thereof, 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 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 of the New Projects or the Property that do not conform to the guidelines set forth in U.S. Treasury Rev. Proc. 97-13.

(D) Except with respect to the Ground Lease and the Lease Agreement and the rights therein, the County will not sell or lease the Property, the New Projects, or any portion thereof to any person unless it obtains the opinion of nationally recognized special tax counsel that such lease or sale will not affect the tax exemption of the Financing Arrangement.

(E) The Financing Arrangement will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County shall not enter into any leases or sales or service contracts with any federal government agency with respect to the Property or the New Projects unless it obtains the opinion of nationally recognized special tax counsel that such action will not affect the tax exemption of the Financing Arrangement.

DRAFT
ARTICLE V
MISCELLANEOUS

Section 5.01 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 hereof.

Section 5.02 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 passage.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE: Majority
OPPOSED:
ABSENT:

Approved as to Form
James C. Rushton, III, County Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT dated April 30, 2008 (together with any amendments hereto made in accordance herewith, the "Lease"), entered into by and between BRANCH BANKING AND TRUST COMPANY, a banking corporation formed under the laws of the State of North Carolina (the "Bank"), and the FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County").

WITNESSETH:

WHEREAS, the County is duly existing under the provisions of the Constitution and laws of the State of South Carolina, and is a body politic and corporate and a political subdivision of the State and is authorized under the provisions of Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, to enter into this Lease; and

WHEREAS, the Bank is a banking corporation, duly created and existing under the laws of the State of North Carolina, and is authorized to own and hold personal and real property and to lease the same as lessor; and

WHEREAS, the Bank has entered into a Ground Lease of even date herewith (the "Ground Lease") with the County whereby the Bank has leased from the County the parcel of real property described in *Exhibit A* hereto (the "Land"), together with any improvements constructed thereon, (such Land and any improvements thereon being herein collectively referred to as the "Property"); and

WHEREAS, the County will finance a portion of the cost of (A) refunding the outstanding principal amount of the 2003 Certificates (as hereinafter defined) (the "Refunding"), which 2003 Certificates financed the Property; (B) paying a termination fee to Wachovia Bank, N.A. with respect to the termination of the Swap Agreement (as hereinafter defined); (C) acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the following projects: (i) a new Florence County Voter Registration and Elections Commission building; (ii) a recreational park in the Southern portion of the County; (iii) a turning lane on Ebenezer Road to serve a County convenience site; (iv) a recreational park in the Brookgreen area of the County; (v) a new Johnsonville Branch Library; (vi) the expansion of the exercise room at the County's Senior Center; (vii) the development of historical sites in the Northeast portion of the County; and (viii) various historical, cultural, recreational, and tourism-related projects in the County (the "Projects"); and (D) paying costs associated with the entry by the County into such lease-purchase arrangement, by the application of Ground Lease Rent (as defined in the Ground Lease) paid by the Bank; and

WHEREAS, the execution, performance and delivery of this Lease have been authorized, approved and directed by Florence County Council by an ordinance duly enacted by Florence County Council on April 17, 2008 (the "Ordinance"); and

WHEREAS, the execution, delivery and performance of this Lease by the Bank have been authorized, approved and directed by all necessary and appropriate action of the Bank.

NOW, THEREFORE, for and in consideration of the financing of the items set forth above and provided by the Bank, the payment of the Lease Rentals (as hereinafter defined) by the County, the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms will have the meanings specified below unless the context clearly requires otherwise:

"2003 Certificates" means the Florence County Public Facilities Corporation original principal amount \$29,515,000 Refunding Certificates of Participation (Law Enforcement Center and Civic Center Projects), Series 2003.

"Additional Rent" means all taxes, insurance premiums, utility charges and assessments relating to the Property or the use of the Property, which do not constitute Base Rent and which the County assumes or agrees to pay hereunder with respect to the Property (together with interest that may accrue thereon in the event that the County shall fail to pay the same, as set forth herein).

"Bank" means Branch Banking and Trust Company.

"Bank Representative" means any person or persons at the time designated to act on behalf of the Bank under this Lease by a written certificate furnished to the County containing the specimen signature of such person or persons and signed on behalf of the Bank by an officer of the Bank.

"Base Rent" means the sum of the payments payable by the County pursuant to Section 6.2 of this Lease as set forth in *Exhibit B* hereto, during the Lease Term, which constitute the payments payable by the County for and in consideration of the rights to use the Property during the Lease Term and shall include the principal and interest components thereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Account" means the special account created under Section 7.2 of this Lease for the purpose of providing moneys to be applied pursuant to Section 7.3 of this Lease.

"Costs of the Projects" means payment of or reimbursement for the following items:

(a) the cost of design, construction and equipping of the Projects; including, without limitation, land acquisition, land title and mortgage title insurance policies, architectural, design, and engineering fees, construction management fees, environmental surveys and tests, land surveying, legal fees and expenses, inspection costs, permit fees, filing and recording costs and advertising expenses in connection with the construction or equipping of the Projects; and

(b) all other costs which are considered to be a part of the design, construction or equipping of the Projects in accordance with generally accepted accounting principles.

"County" means Florence County, South Carolina, a body politic and corporate and a political subdivision of the State.

"County Council" means Florence County Council, South Carolina.

"County Representative" means the person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Lease by a written certificate furnished to the Bank containing the specimen signature of such person or persons and signed on behalf of the County by the Chairman of County Council. Upon the execution of this Lease, the County Administrator shall be deemed to be the County Representative until the Bank is notified otherwise in accordance herewith.

"Event of Default" means one or more events of default as defined in Section 13.1 of this Lease.

"Event of Nonappropriation" means the event as described in Section 8.1 of this Lease.

"Fiscal Year" means the fiscal year of the County, currently beginning on each July 1 and ending on the succeeding June 30.

"General Contractor" means the contractor or contractors who serve as the general contractor for the Projects.

"Grace Period" means the 30 days beginning on July 1 and ending on July 30, following the end of any Fiscal Year during which the County shall fail to budget and appropriate moneys sufficient to pay all Lease Rentals due under the terms of this Lease, during which period the County shall have the right to cure any such failure to budget and appropriate the required amounts.

"Ground Lease" means that certain Ground Lease dated April 30, 2008, between the County, as lessor, and the Bank, as lessee, including any amendments or supplements thereto.

"Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 *et seq.*), and the regulations adopted and publications promulgated pursuant thereto.

"Holdover Rent" shall have the meaning given that term in Section 4.4 hereof.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court in the State and who is not an employee of the Bank or the County.

"ISDA Master Agreement" or "Swap Agreement" means the ISDA Master Agreement dated as of July 9, 1998 among the County, the Corporation and First Union National Bank (now known as Wachovia Bank, National Association), as the swap provider, including all schedules thereto and confirmations thereof.

"Land" means the parcel of real property situate in the Florence County, South Carolina, described in *Exhibit A* attached hereto.

"Lease" means this Lease Agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Lease Rentals” means the rentals to be paid by the County pursuant to Section 6.1 hereof, including Base Rent and Additional Rent, subject to nonappropriation as provided in Section 8.1 hereof.

“Lease Term” means the term as determined pursuant to Article IV hereof.

“Net Proceeds” when used with respect to any proceeds from policies of insurance or proceeds from any condemnation of the Property, means the amount remaining after deducting from the gross proceeds thereof all reasonable expenses (including, without limitation, reasonable attorneys’ fees and costs) incurred in the collection of such proceeds.

“Original Term” means the term as determined pursuant to Article IV hereof.

“Permitted Encumbrances” means, as of any particular time, (a) liens for taxes and assessments not then delinquent; (b) the Ground Lease and this Lease; (c) utility, access and other easements and rights-of-way, restrictions and exceptions which an official of the County certifies will not interfere with or impair the Property, including rights or privileges in the nature of easements; (d) any financing statements filed to perfect security interests pursuant to this Lease; (e) existing easements, covenants, conditions and restrictions of record set forth in *Exhibit C*; and (f) any other encumbrances to which the Bank gives its written consent.

“Plans” shall have the meaning given to that term in Section 7.3 hereof.

“Prepayment Price” means (i) the amount paid at the option of the County to prepay the outstanding principal amount of Base Rent, and (ii) accrued interest on such outstanding principal amount to the date of payment.

“Projects” means acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the following projects: (i) a new Florence County Voter Registration and Elections Commission building; (ii) a recreational park in the Southern portion of the County; (iii) a turning lane on Ebenezer Road to serve a County convenience site; (iv) a recreational park in the Brookgreen area of the County; (v) a new Johnsonville Branch Library; (vi) the expansion of the exercise room at the County’s Senior Center; (vii) the development of historical sites in the Northeast portion of the County; and (viii) various historical, cultural, recreational, and tourism-related projects in the County.

“Property” means the parcel of real property described in *Exhibit A* hereto (the “Land”), together with any improvements to be constructed thereon.

“Purchase Option Price” means an amount equal to the sum of:

- (a) the Prepayment Price; plus
- (b) the amount of unpaid Additional Rent, if any; plus
- (c) One Dollar.

“Renewal Term” means the term as determined pursuant to Article IV hereof.

“Special Tax Counsel” means any counsel, nationally recognized and experienced in matters relating to tax-exempt finance, acceptable to the County and the Bank.

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

DRAFT

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County represents, covenants and warrants for the benefit of the Bank as follows:

(a) The County is a body politic and corporate of the State, has power to enter into this Lease, and has duly authorized and taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Lease. The County warrants this Lease to be a valid, legal 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, this Lease is subject in its entirety to the right of the County to terminate this Lease and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Base Rent, as provided in Section 8.1 hereof.

(b) The County is a political subdivision within the meaning of §103(c)(1) of the Code.

(c) The County will apply Ground Lease Rent solely for the payment of, or reimbursement to the County for, the Costs of: (A) refunding the outstanding principal amount of the 2003 Certificates; (B) paying a termination fee to Wachovia Bank, N.A. with respect to the termination of the Swap Agreement; (C) acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the Projects; and (D) paying costs associated with the entry by the County into such lease-purchase arrangement. No portion of the Ground Lease Rent will be used in an unrelated trade or business within the meaning of §513(a) of the Code without the written approval of Special Tax Counsel. No portion of the Ground Lease Rent will be used by the County to finance capital assets which are used in the trade or business of a person who is not a "political subdivision" within the meaning of §103(c)(1) of the Code without the written approval of Special Tax Counsel; except that up to 5% of such proceeds may be used to finance capital assets used with respect to an "unrelated" private use within the meaning of §141(b)(3)(a) of the Code.

(d) Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflict with or result 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 or constitutes a default under any of the foregoing, nor conflict with or result in a violation of any provision of law governing the County.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, to the best of the knowledge of the County, known to be pending or threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Lease or which would adversely affect, in any way, the validity or enforceability of this Lease or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby.

(f) The County will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exemption from federal income taxation of the interest components of the Base Rent and, if it should take or permit, or omit to take or cause to be taken, any such action, the County shall take or cause to be taken all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The County will take or cause to be taken such action or actions as may be necessary, in the opinion of nationally recognized Special Tax Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations issued under Sections 103 and 141 through 150 of the Code or any Federal tax legislation that may be enacted subsequent to the execution of this Lease.

(g) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Lease, and/or the passage of time or giving of notice or both, would constitute an Event of Default. To the best of the knowledge of the County, the County is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by, the Bank, and (ii) 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.

(h) The aggregate amount of \$ _____ of the Ground Lease Rent used to refinance the outstanding principal amount of the 2003 Certificates and pay the fee required to terminate the Swap Agreement with respect to the 2003 Certificates, which refinanced an asset acquired under the terms of a contract or contracts that is not a "financing agreement" as such term is defined in Section 11-27-110(A)(11) of the Code of Laws of South Carolina, 1976, as amended, solely by virtue of being dated prior to January 1, 1996. As such, \$ _____ of the Ground Lease Rent is not chargeable against the County's 8% general obligation indebtedness limit provided for in Article X, Section 14 of the South Carolina Constitution.

(i) The Property is owned by the County free and clear of any liens or encumbrances except for any Permitted Encumbrances.

Section 2.2. Representations and Warranties of Bank. The Bank represents, covenants and warrants for the benefit of the County as follows:

(a) The Bank is a banking corporation duly created and existing under the laws of the State of North Carolina, has all necessary power to enter into this Lease, is possessed of full power to own and hold real and personal property and to lease the same as lessor, and has duly authorized the execution and delivery of this Lease.

(b) The Bank has the corporate power and authority to make, execute, deliver and perform this Lease and the Ground Lease, and this Lease and the Ground Lease have been duly authorized and delivered by all required corporate action of the Bank. This Lease and the Ground Lease are valid and binding obligations of the Bank enforceable against the Bank in accordance with their 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.

(c) Neither the execution and delivery hereof, 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 and provisions of any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound, or constitutes a default under any of the foregoing.

(d) To the knowledge of the Bank after due investigation with respect thereto, there is no litigation or proceeding pending or, to the knowledge of the Bank, threatened against the Bank or any other person affecting the right of the Bank to execute or deliver this Lease or the Ground Lease or to comply with its obligations under this Lease or the Ground Lease. Neither the execution and delivery of this Lease by the Bank, nor compliance by the Bank with its obligations under this Lease or the Ground Lease require the approval of any regulatory body, any parent Bank, or any other entity, which approval has not been obtained.

(e) The Bank will not take or permit, or omit to take or cause to be taken, any action which would adversely affect the exemption from federal income taxation of the interest on the components of Base Rent and, if it should take or permit, or omit to take or cause to be taken, any such action, the Bank shall, at the expense of the County, take or cause to be taken all lawful actions necessary to rescind or correct such acts or omissions promptly upon having knowledge thereof.

ARTICLE III

DEMISING CLAUSE

The Bank does hereby demise and lease the Property to the County, and the County leases the Property from the Bank with the intention of using the Property for public and corporate purposes of the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.1. Commencement of Lease Term. The Lease Term shall commence upon execution and delivery hereof and shall end on the next succeeding June 30, being the last day of the Fiscal Year of the County (heretofore defined and hereinafter referred to as the "Original Term"). Subject to the provisions of Sections 6.9 and 8.1 hereof, the Lease Term will be automatically renewed at the end of the Original Term and each renewal term thereof shall be for a period of one (1) additional year (each a "Renewal Term"); provided, however, the final Renewal Term, if applicable, shall be for a period from July 1, 2018 to May 1, 2019.

Section 4.2. Termination of Lease Term. The Lease Term shall terminate upon the earliest of any of the following events:

(a) The last day of the Fiscal Year during which there occurs an Event of Nonappropriation, or the expiration of the Grace Period;

(b) The purchase by the County of all of the Bank's interest in the Property under Article XI of this Lease;

(c) An Event of Default and termination of the Lease Term by the Bank under Article XIII of this Lease; or

(d) May 1, 2019, which date constitutes the last day of the final Renewal Term or the date by which all Base Rent and Additional Rent required hereunder shall have been paid in full, whichever is later.

Upon termination of the Lease Term, all obligations of the County under this Lease and the County's rights of possession under this Lease shall terminate; provided, however, the County shall remain obligated to pay, any Additional Rent which is due and payable before termination of this Lease.

Section 4.3. Surrender of Possession Upon Termination. Upon termination hereof or under termination of all rights of the County hereunder, either by reason of default or by an Event of Nonappropriation (including during any Grace Period), the County covenants that it will deliver up or cause to be delivered up peaceable possession of the Property without delay, upon demand made by the Bank, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, the County is not obligated to repair, reconstruct or replace. For purposes hereof, the County will be deemed in compliance herewith if it delivers possession of the Property within thirty (30) days of demand being made thereof by the Bank.

Section 4.4. Holdover Terms. In the event of the termination of the Lease Term under Section 4.2(a) or 4.2(c) hereof, if the County fails to deliver possession of the Property or any part thereof in accordance with Section 4.3 hereof on or before the date of termination of the Lease Term under either Section 4.2(a) or 4.2(c), the County shall be liable for the payment of Lease Rentals ("Holdover Rent") for each successive quarter during which the County continues to have possession of any portion of the Property.

ARTICLE V

ENJOYMENT OF THE PROPERTY

The Bank hereby covenants that the County shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the Bank, except as expressly required or permitted by this Lease. The Bank shall not interfere with the quiet use and enjoyment of the Property by the County during the Lease Term, so long as the Lease Term shall be in effect and payments of Base Rent and Additional Rent shall have been made. The Bank shall, at the request of the County and at the cost of the County, join and cooperate fully in any legal action in which the County asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Property. In addition, the County may at its own expense join in any legal action affecting its possession and enjoyment of the Property, and shall be joined (to the extent legally possible, and at the expense of the County) in any action affecting its liabilities hereunder.

ARTICLE VI

PAYMENTS BY THE COUNTY

Section 6.1. Payments Constitute an Obligation of the County Payable from Annually Appropriated Funds of the County. The Bank and the County understand and intend that the obligation of the County to pay Base Rent and Additional Rent hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, moneys or credit of the County.

Section 6.2. Base Rent. Subject to the nonappropriation provisions contained in Section 8.1, the County shall pay Base Rent directly to the Bank or its assigns by check or in immediately available funds for the Lease Term, in the amounts and on the due dates set forth in *Exhibit B* attached hereto and made a part hereof.

The interest component of each payment of Base Rent is paid as, and represents payment of, interest, and the principal component of each payment of Base Rent is paid as, and represents payment of principal. Set forth in *Exhibit B* hereto are the interest component and the principal component of each payment of Base Rent during the Lease Term.

The interest component of Base Rent shall be payable as set forth in *Exhibit B* and shall be calculated at the fixed rate of _____ % per annum from _____, 2008 to _____, 20____. The interest component of Base Rent shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Section 6.3. Additional Rent. Subject to the nonappropriation provisions contained in Section 8.1 hereof, the County shall pay Additional Rent as herein provided. All Additional Rent shall be paid by the County on a timely basis directly to the person or entity to which such Additional Rent is owed; provided, however, that the County shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialmen's lien or encumbrance, or any other imposition or charge against the Property or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the County shall, after prior written notice to the Bank, at the County's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent the collection of the tax, lien, assessment, encumbrance, imposition or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and the sale of the Property or any part thereof to satisfy the same or to enforce such compliance; provided, that the County shall have given reasonable security as may be demanded by the Bank to insure such payment and prevent any sale or forfeiture of the Property or any part thereof by reason of such nonpayment or noncompliance. Whenever the Bank shall receive any tax notice, bill, statement, invoice or any other evidence of a charge that is deemed to be Additional Rent hereunder, the Bank shall immediately forward such tax notice, bill, statement, invoice or other evidence to the County.

Section 6.4. Net Lease. The County and the Bank intend that this Lease shall yield the Base Rent specified in Section 6.2 hereof during the term of this Lease, net of all costs, expenses, liabilities and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against owners of real or personal property, insurance premiums, utility charges and assessments relating to the Property which do not constitute Base Rent, or other obligations relating to

the Property which may arise or become due during the term of this Lease shall be included in the Lease Rentals and paid by the County as Additional Rent.

Section 6.5. Prepayment of Base Rent. The County shall have the right to prepay Base Rent due under this Lease in whole or in part at any time by paying the then-applicable Purchase Option Price.

Section 6.6 [Reserved]

Section 6.7. Manner of Payment. The Base Rent, Additional Rent, if any, and the Purchase Option Price shall be paid by check or in immediately available funds to the Bank at its principal office in Charlotte, North Carolina. The obligation of the County to pay the Base Rent and Additional Rent required under this Article VI and other sections hereof during the Lease Term shall be absolute and unconditional, and payment of the Base Rent and Additional Rent shall not be abated through accident or unforeseen circumstances. No action or inaction on the part of the Bank shall affect the County's obligation to pay all Base Rent and Additional Rent (except to the extent of a permitted assignment under Article XII hereof) during the Lease Term. Notwithstanding any dispute between the County and the Bank, the County shall make all payments of Base Rent and Additional Rent when due and shall not withhold any Base Rent or Additional Rent and the County shall not assert any right of set off or counterclaim against its obligation to make such payments pending final resolution of such dispute. Final resolution shall be defined as a nonappealable order from a court of competent jurisdiction.

Section 6.8. Disposition of Base Rent. Upon receipt by the Bank of each payment of Base Rent, except as noted in Section 6.5 above, the Bank shall apply the amount of such Base Rent in the following manner and order:

FIRST, the amount of such payment of Base Rent, designated and paid as interest under *Exhibit B*, plus the amount of any past due interest, shall be allocated to the interest component.

SECOND, the remaining portion of such payment of Base Rent shall be allocated to the principal component.

Section 6.9. Limited and Special Obligation of County. In the event sufficient funds shall not be appropriated for the payment of the Base Rent required to be paid in and accruing during the next occurring Renewal Term, then the County may terminate this Lease at the end of the Original Term or then current Renewal Term, and the County shall not be obligated to make payment of the Base Rent provided for in this Lease beyond the Original Term or then current Renewal Term. If this Lease is terminated, the County agrees to peaceful delivery of the Property to the Bank or its assigns.

THE OBLIGATIONS OF THE COUNTY UNDER THIS LEASE SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION.

ARTICLE VII

DEPOSITS OF FUNDS; CONSTRUCTION ACCOUNT

Section 7.1. Deposit to Construction Account. Simultaneously with the execution and delivery hereof, the Bank shall deposit the amount of \$ _____ representing the Ground Lease Rent as follows: (1) \$ _____, which is the amount required to effect the Refunding, shall be

deposited with the Trustee for the 2003 Certificates as directed the County; (ii) the sum of \$ _____ to Wachovia with respect to the termination of the Swap Agreement; (iii) the remaining proceeds in the sum of \$ _____ as Ground Lease Rent into the Construction Account created under the Lease, which amount shall be applied for payment of the Costs of Projects. Thereafter, such amount shall be applied as provided in this Article VII.

(a) The County has heretofore leased the Property to the Bank pursuant to the Ground Lease for a term of fifteen (15) years. The County shall take possession of the Property upon the execution and delivery of this Lease, which shall constitute an unconditional acceptance of delivery of the Property for purposes of this Lease with no right of setoff against the Bank for performance of any agreement to which the County and the Bank are parties, and the Bank agrees to lease the Property to the County for the Lease Term.

(b) The Bank agrees to deposit the amount set forth above into the Construction Account to be applied for Costs of the Projects upon such terms and conditions set forth herein.

Section 7.2. Creation of the Construction Account. A special account of the County is hereby created and established with the Bank to be designated "Florence County, South Carolina, Lease Agreement Construction Account of 2008" (the "Construction Account"). Any moneys held in the Construction Account shall be invested and reinvested by the Bank (at the written direction of the County provided the County shall not be in default hereunder) only in investments permitted under Section 6-5-10, Code of Laws of South Carolina, 1976, as amended, and the income therefrom shall be retained in the Construction Account and used to pay the Costs of the Projects or applied to the payment of Base Rent, as directed by the County. Moneys held in the Construction Account shall be disbursed in accordance with the provisions of Sections 7.3 and 7.5 of this Lease.

At the time the Construction Account is initially funded, the County shall provide to the Bank the following, in each case in form and substance satisfactory to the Bank:

- (a) A certified copy of the Ordinance of the County authorizing this lease/purchase transaction.
- (b) An executed original counterpart of this Lease.
- (c) An executed original counterpart of the Ground Lease.

Section 7.3. Application of Construction Account. The Bank shall make disbursements from the Construction Account (a) to pay the Costs of the Projects and the costs of issuance associated with financing the Projects or the Refunding or (b) to reimburse the County for any Costs of the Projects or the Refunding paid by the County, provided, however, that in the case of any reimbursement the Bank shall at its option be provided with an opinion of Special Counsel to the effect that such reimbursement will not alter the tax-exempt status of the interest components of Base Rent paid and to be paid to the Bank.

Section 7.4 Procedure for Disbursements. Provided all applicable requirements for disbursements set forth in this Lease have been satisfied, and subject to the provisions of this Section 7.5 set forth below, the County shall be entitled to not more than two disbursements from the Construction Account each month as provided in the Requisition Form delivered to the Bank not later than the tenth (10th) and twenty-fifth (25th) days of the month, respectively and not less than five (5) working days prior to the date of the requested disbursement. Notwithstanding anything herein to the contrary, the Bank shall at all times

retain sufficient funds which it reasonably determines are adequate to complete construction of the Project. The Bank shall make no disbursements for materials stored on site unless such materials are fully insured against loss by theft and other perils.

Section 7.5 Direct Disbursements to County. The foregoing notwithstanding, the Bank may, at the request of the County, disburse any or all of the Ground Lease Rent directly to the County without satisfaction of the requirements contained herein.

Section 7.5 Security Interest in Construction Account. The County hereby assigns and grants to the Bank a security interest in the Construction Account as security for disbursements made from the Construction Account. Upon the occurrence and continuance of an Event of Default under this Lease, the Bank may, at its sole option, apply the funds in the Construction Account to repay the Bank, in part, for the amounts deposited therein. The remedies provided to the Bank shall be in addition to all other rights and remedies granted to the Bank hereunder and all rights to which the Bank is entitled as a secured party under applicable law.

ARTICLE VIII

NONAPPROPRIATION

Section 8.1. Nonappropriation. It is understood and agreed that while the Lease Term as above set out is _____ () years, this Lease may be cancelled by the County at the end of any Fiscal Year (presently June 30) if, prior to commencement of the next Fiscal Year, the County fails to appropriate funds sufficient to pay the Base Rent and Additional Rent for payment of Lease Rentals under this Lease for such succeeding Fiscal Year.

In such event, an Event of Nonappropriation shall be deemed to have occurred in the year in which the County fails to budget amounts for payments under this Lease in the succeeding year; subject, however, to the following provision: the Bank shall waive any Event of Nonappropriation which is cured by the County at any time prior to the end of the Grace Period. The waiver of such an Event of Nonappropriation shall in no way relieve the County of its obligation to vacate the Property on the first day of the Fiscal Year after the occurrence of an Event of Nonappropriation as provided in Section 4.3 hereof.

The County shall give written notice of the occurrence of an Event of Nonappropriation to the Bank as soon as such Event of Nonappropriation has occurred but not later than the first day of the Fiscal Year in which such Event of Nonappropriation is effective.

In the event that during any Lease Term, any Additional Rent shall become due which was not included in the County's current budget, or which exceeds the amount which was included therefor in the current County budget, the County shall pay such amounts within thirty (30) days. If there are no moneys available to pay such Additional Rent, then the County shall be obligated to give notice thereof to the Bank. In the event that moneys are not specifically budgeted and appropriated to pay such Additional Rent within 30 days subsequent to the date upon which such Additional Rent is due, the County shall give notice of such failure to the Bank and an Event of Nonappropriation shall be deemed to have occurred upon the earlier of (a) receipt of written notice given by the Bank to the County to the effect that an Event of Nonappropriation has occurred; or (b) June 30 of the then current Fiscal Year.

If an Event of Nonappropriation occurs, the County shall not be obligated to make payment of the Base Rent or Additional Rent or any other payments provided for herein for which funds have not previously been appropriated which accrue after the last day of the Lease Term during which such Event of Nonappropriation occurs; provided, however, that the County shall continue to be liable for Base Rent and Additional Rent allocable to any period during which the County shall continue to occupy the Property.

The Bank shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created hereunder. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such occurs by notice, or after the July 30 following the July 1 on which the County fails to specifically budget and appropriate sufficient moneys to pay the Lease Rentals hereunder, the Bank may proceed to exercise its remedies, terminate this Lease, liquidate its interest in this Lease, use and occupy the Property for its own purposes or sublease the Property.

Section 8.2. Expression of County's Need for Property, Determinations as to Fair Market Value and Fair Purchase Price. The County hereby declares its current need for the Property. Simultaneously with the delivery of this Lease, the County shall furnish to the Bank a certificate executed by the County Administrator of the County attesting to the essentiality of the Property to the County. The County and the Bank hereby agree and determine that the price payable upon the exercise of the County's option to purchase represents, as of the end of each Lease Term, the fair purchase price of the Property at the then existing Purchase Option Price. The County hereby determines that the Base Rent does not exceed a reasonable amount so as to place the County under an economic or practical compulsion to cancel this Lease or to exercise its option to purchase the Property hereunder. In making such determinations, the County and the Bank have given consideration to the current market value of the Property, the uses and purposes for which the Property will be employed by the County, and the use and occupancy of the Property pursuant to the terms and provisions of this Lease.

Section 8.3. Effect of Nonappropriation. Upon cancellation of this Lease after an event described in Section 8.1 hereof, the County's rights of possession shall terminate and immediately thereafter the County shall deliver possession of the Property to the Bank as provided in Section 4.3 hereof, provided the Purchase Option Price has not been paid.

ARTICLE IX

DAMAGE OR DESTRUCTION; USE OF NET PROCEEDS

Section 9.1. Damage or Destruction. If, during the Lease Term, the Property or any portion thereof is destroyed, or is damaged by fire or other casualty, then the County shall continue to be obligated, subject to the provisions of Section 8.1 of this Lease, to continue to pay the amounts specified in Sections 6.2 and 6.3 of this Lease.

Section 9.2. Approval by Bank. If the Net Proceeds of insurance exceeds \$50,000, the County shall obtain the approval of the Bank for any contracts relating to the repair of the Property. The Bank may include such provisions regarding disbursements of funds and securing performance by the contractor as are reasonable under the circumstances.

Section 9.3. Insufficiency of Net Proceeds. If the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Property, or portion thereof, the County may elect to proceed under either of the following options:

(a) The County may complete the work and pay any cost in excess of the amount of Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this Section 9.3(a), the County shall not be entitled to any reimbursement therefor from the Bank, nor shall the County be entitled to any diminution of the Base Rent and Additional Rent payable under Sections 6.2 and 6.3 of this Lease.

(b) The County may apply the Net Proceeds of such insurance policies in order to effect an entire prepayment of Base Rent, in accordance with Article XI. In the event of an insufficiency of the Net Proceeds for such purpose, the County shall pay such amounts as may be necessary to equal the Purchase Option Price; and in the event the Net Proceeds shall exceed such amount, such excess shall be paid to or retained by the County.

Section 9.4. Insurance. The County has, prior to the date of execution and delivery hereof, obtained and will continue to maintain general liability insurance against loss or losses from liabilities described in Section 9.5, hereof, as to the Land. The County will obtain at the County's expense, and the County, at its expense, will maintain at all times until termination of this Lease and surrender of the Property to the Bank, a primary policy of insurance covering the Property and providing the insurance protection described in Sections 9.4, 9.5 and 9.6 hereof.

Section 9.5. Required Liability Coverage. The County shall maintain, from the date of hereof, and thereafter, for the term of this Lease, general liability insurance on the Property against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage not less than \$300,000 on account of the injury of any one person with an aggregate tort damage limitation of not less than \$600,000 per occurrence, and \$300,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$600,000, excluding liability imposed upon the County by any applicable worker's compensation law.

Section 9.6. Primary Policy Coverage. The primary policy will insure the Property and, to the extent determined by the County, any personal property, fixtures or equipment of the County located therein for full replacement cost against loss by fire, with standard extended risk coverage, vandalism, malicious mischief, sprinkler leakage and all other risk perils. The named insured will be the County; the Bank shall be named as an additional insured or loss payee. The limits of coverage for this insurance shall be increased on the recommendation or requirements of the County or the Bank, in order to reflect increases in the replacement cost of the Property and the improvements thereupon.

Section 9.7. Cooperation of Bank. The Bank shall cooperate fully with the County with any proof of loss with respect to any insurance policy covering the events described in Section 9.1 of this Lease, and, so long as there has been no Event of Nonappropriation or Event of Default by the County, the Bank hereby assigns to the County any interest it may have in such policies or rights of action for such purposes. In no event shall the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim without the written consent of the Bank.

ARTICLE X

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 10.1. Further Assurances and Corrective Instruments. The Bank and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for otherwise carrying out the intentions hereof.

Section 10.2. Bank and County Representatives. Whenever under the provisions hereof the approval of the Bank or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Bank by the Bank's Representative and for the County by the County Representative, and the Bank and the County shall be authorized to act on any such approval or request.

Section 10.3. Compliance With Requirements. During the Lease Term, the County and the Bank (at the expense of the County) shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Property or any portion thereof, and all current and future requirements of all insurance companies writing policies covering the Property or any portion thereof.

Section 10.4. Covenant Against Mechanics' Liens. To the extent permitted by law, the County shall indemnify the Bank against any and all liabilities, costs, damages or expenses (including reasonable attorneys' fees) arising from or growing out of any mechanic's lien filed against the Property or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to the County or anyone holding the Property or any part thereof through or under the County. If any such mechanic's lien shall at any time be filed against the Property, the County shall have the right to contest the amount or validity of any such lien by appropriate legal proceedings upon posting an appropriate bond in accordance with applicable law, but this shall not be deemed or construed in any way as relieving, modifying or extending the County's covenant to pay any such lien should the amount secured by the lien be adjudicated as owing to the lienholder.

Section 10.5. Tax-Exempt Status of Interest Components; Tax Covenants.

(a) The County agrees and covenants that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code, and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest components of the Base Rent under this Lease. The County shall not take any action or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Lease, would cause the interest component of Base Rent to become includable in gross income for federal or South Carolina income tax purposes.

(b) The County covenants to the Bank that, notwithstanding any other provision of this Lease or any other instrument, it will neither make nor cause to be made any investment or other use which would cause the interest component of Base Rent to be "arbitrage bonds" under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of this Lease.

(c) The County shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the tax-exempt status of the interest component of Base Rent.

Section 10.6. Reports and Opinions: Inspections.

(a) Until all amounts due under this Lease have been paid in full, the County shall deliver to the Bank within 150 days after the close of each Fiscal Year, an annual audit report prepared in accordance with generally accepted accounting principles, and certified by an independent certified public accountant (or accounting firm) which shall include a balance sheet and statement of revenues, expenses and changes in fund balances for the prior Fiscal Year in reasonable detail.

(b) The County shall permit the Bank to examine, visit and inspect, at any reasonable time, the Property, and the County's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information relating thereto as the Bank may reasonably request.

Section 10.7. Filing of Budget with Bank. During the term of this Lease, the County shall file with the Bank, within 30 days after the end of each Fiscal Year, a copy of the annual budget of the County for the following Fiscal Year, together with a statement of the amounts, if any, appropriated therein for Lease Rentals.

Section 10.8. Continuation of Lease Term by County. The County intends, subject to the provisions of Section 8.1 hereof, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Lease Rentals due or coming due hereunder. The County reasonably believes that legally available funds in amounts sufficient to make all payments of Lease Rentals during the Original Term and each of the Renewal Terms can be obtained. The County Administrator or other responsible official of the County shall present to the County Council for each Fiscal Year a budget that includes a line item for the necessary amount of Lease Rentals.

Section 10.9. Hazardous Materials. The County represents and warrants that, to the best of the County's knowledge, the Land is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, reduce or process Hazardous Materials and that no Hazardous Materials have ever been installed on the Land. The County covenants that the Property shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with law in connection with the normal construction, maintenance and operation of the Property, and the County shall not cause or permit, to the extent of its ability to control, as a result of any intentional or unintentional act or omission on the part of the County or any sublessee or contractor, the installation of Hazardous Materials in the Property or a release of Hazardous Materials onto the Property, or suffer the presence of Hazardous Materials on the Property, except in compliance with law in connection with the normal construction, maintenance and operation of the Property. The County shall comply with and ensure compliance, to the extent of its ability to control, by all sublessees and contractors with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. In the event that the County receives any notices from any governmental agency or any sublessee or contractor with regard to Hazardous Materials on, from or affecting the Property, the County shall immediately notify the Bank. The County, at its own expense without reimbursement from the Construction Account, shall conduct and complete all necessary investigations, studies, sampling and testing and all remediation, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Property in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies.

Section 10.10. Immunity and Indemnification of Bank. No recourse shall be had by the County for any claims based on this Lease against any member, director, officer, employee or agent of the Bank alleging personal liability on the part of such person. To the extent permitted by law, the County shall indemnify and defend such members, directors, officers, employees or agents of the Bank and save them harmless against any liability (except such liabilities arising as a result of the negligence or willful misconduct of the Bank) intended to be precluded by this Section 10.10 resulting from acts or omissions of the County or any of its members, officers, employees or agents in connection with any acts taken pursuant to this Lease.

Section 10.11. Filings with Central Repository. In compliance with Act No. 442 (1994 Acts) of the South Carolina General Assembly, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenues or its tax base.

ARTICLE XI

CONVEYANCE OF THE PROPERTY

Section 11.1. Conveyance of the Property. The County is hereby granted the option to purchase the Bank's interest in the Property at any time upon payment by the County of the then applicable Purchase Option Price. The County shall give the Bank thirty (30) days' prior written notice of the exercise of this option. Upon the payment of the Purchase Option Price, the Bank shall transfer and convey its interest in the Property to the County in the manner provided for in Section 11.2 hereof; provided, however, that prior to such transfer and conveyance, the County shall have paid or provided for the payment of the Purchase Option Price including, but not limited to, all components of Base Rent as set forth in *Exhibit B* hereof, in full.

Section 11.2. Manner of Conveyance. At the closing of any purchase or other conveyance of the Property pursuant to Section 11.1 of this Lease, the Bank shall execute and deliver to the County, or an assignee of the County, all necessary documents assigning, transferring and conveying its interest to the Property by an instrument terminating the Ground Lease to the Property in the form as mutually agreed to by the Bank and the County, subject to the following:

- (a) Permitted Encumbrances, other than this Lease;
- (b) All liens, encumbrances and restrictions created or suffered to exist by the Bank as required or permitted by this Lease or arising as a result of any action taken or omitted to be taken by the Bank as required or permitted by this Lease; and
- (c) Any lien or encumbrance created by action of the County.

ARTICLE XII

ASSIGNMENT AND SUBLEASING

Section 12.1. Assignment and Subleasing by the County. This Lease may not be assigned by the County for any reason. However, the Property may be subleased, as a whole or in part, by the County,

without the necessity of obtaining the consent of the Bank; subject, however, to each of the following conditions:

- (a) The Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State, or to another entity or entities if, in the opinion of nationally recognized Special Tax Counsel acceptable to the Bank, such sublease will not impair the exemption from federal income tax of the interest components of Base Rent;
- (b) This Lease, and the obligations of the County hereunder, shall, at all times during the Lease Term, remain obligations of the County, and the County shall maintain its direct relationships with the Bank notwithstanding any sublease;
- (c) The County shall furnish or cause to be furnished to the Bank a copy of any sublease agreement; and
- (d) No sublease by the County shall cause any part of the Property to be used for any purpose which would adversely affect the exemption from federal income taxation of any interest component of Base Rent, or which would violate the Constitution, statutes or laws of the State.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

- (a) Failure by the County to pay any Base Rent after the date specified herein.
- (b) Failure by the County to vacate or deliver the Property by the date specified in Section 4.3 hereof following an Event of Nonappropriation.
- (c) Failure by the County to pay any Additional Rent within thirty (30) days after the same is due or demand therefor is made by the Bank.
- (d) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.1(a) or (b), for a period of 30 days after written notice specifying such failure and requesting that it be remedied shall have been given to the County by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until such failure is corrected.
- (e) The dissolution or liquidation of the County or the voluntary initiation by the County of any proceeding under any Federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the County of any such proceeding which shall remain undismissed for 60 days, or the entry by the County

into an agreement of composition with creditors or the failure generally by the County to pay its debts as they become due.

Except as otherwise provided in Section 4.4 hereof, the foregoing provisions of this Section 13.1 are subject to the requirement that the County shall be obligated to pay the Lease Rentals only for the period ending on the last day of the Fiscal Year in which an Event of Nonappropriation occurs.

Section 13.2. Remedies on Default. Whenever any Event of Default referred to in Section 13.1 of this Lease shall have happened and be continuing, in addition to the rights granted in Section 7.7 hereof, the Bank shall have the right to declare all payments due to be paid during the Original Term or the then current Renewal Term, as the case may be, to be due and payable immediately and upon such declaration, the same shall become and be immediately due and payable; provided, however, that the actual amount due as of the date of any such acceleration shall be limited to the unpaid principal component and interest component of Base Rent plus any applicable Additional Rent accrued or to accrue to the date of expiration of the Original Term or then current Renewal Term, as the case may be.

Whenever any Event of Default referred to in Section 13.1 of this Lease shall have happened and be continuing, the Bank shall have the right to terminate the term of this Lease and shall give notice to the County to vacate the Property immediately. The Bank may evict the County from the Property and take possession thereof and also exercise all the rights and remedies of a secured party.

Section 13.3. Limitations on Remedies. A judgment requiring a payment of money may be entered against the County by reason of an Event of Default only as to the County's liabilities described in Section 13.1(a) and (b) of this Lease. A judgment requiring a payment of money may be entered against the County by reason of an Event of Nonappropriation only to the extent that the County fails to vacate the Property as required by Section 4.3 of this Lease and only as to the liabilities described in paragraph (a), (b) or (c) of Section 13.1 of this Lease.

Section 13.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved in this Article XIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIII.

Section 13.5. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 13.6. Agreement to Pay Attorneys' Fees and Expenses. In the event that the County shall default under any of the provisions hereof and the Bank shall employ attorneys or incur other expenses for the collection of Base Rent and Additional Rent, or the enforcement of performance or observance of any obligation or agreement on the part of the County herein contained, to the extent permitted by law, the County agrees that it shall pay on demand therefor to the Bank the reasonable and customary fees of such attorneys and such other expenses so incurred by the Bank, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

Section 13.7. Discontinuance of Proceedings. In case the Bank shall have proceeded to enforce any right under this Lease and such proceedings shall have been discontinued or abandoned for any

reason or shall have been determined adversely to the Bank, then and in every such case the County and the Bank shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the County and the Bank shall continue as though no such proceeding had been taken.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Limitation of Liability of the County. Notwithstanding any other provision of this Lease, in the event of any default by the County hereunder, any liability of the County shall be enforceable only out of its interest under this Lease and the moneys to be paid by the County through the date of possession of the Property or the end of the Fiscal Year as to which Base Rent has been appropriated therefor, whichever is later, and there shall be no recourse for any claim based on this Lease against any other property or funds of the County or against any officer or employee, past, present or future, of the County or any successor body as such, either directly or through the County or any successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise; and the liability of the County shall be limited to its interest under this Lease and the moneys to be paid by the County hereunder through the date of possession of the Property or the end of the Fiscal Year as to which Base Rent has been appropriated therefor, whichever is later, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the Bank against the County or any of the property now or hereafter owned by it.

Section 14.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

The Bank: Branch Banking and Trust Company
Post Office Box 31273
Charlotte, North Carolina 28231
Attention: Governmental Finance

The County: Florence County
180 N. Irby Street, MSC-G
Florence, South Carolina 29501
Attention: County Administrator

Either of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 14.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the County and their respective successors and assigns; subject, however, to the limitations contained in Article XII of this Lease.

Section 14.4. Amendments, Changes and Modifications. Except as otherwise provided herein, this Lease may not be effectively amended, changed, modified or altered without the written consent of the Bank.

Section 14.5. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall be a legal holiday or a day on which banking institutions in the County in which the principal corporate office of the Bank is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next preceding day that is not a legal holiday or a day on which such banking institutions are not authorized by law to remain closed with the same force and effect as if done on the nominal date provided in this Lease.

Section 14.6. Severability. In the event that any provision of this Lease, other than the requirement of the County to pay Base Rent and the requirements of the Bank to provide quiet enjoyment of the Property and to convey the Property to the County under the conditions set forth in Article XI of this Lease, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.7. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.8. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 14.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 14.10. Short Form. The Bank and the County agree to execute a short-form memorandum of this Lease upon execution and delivery hereof for recording with the Clerk of Court of Florence County, South Carolina; in the alternative, this Lease may be filed in its entirety.

IN WITNESS HEREOF the Bank has caused to be executed this Lease in its corporate name and the seal of the Bank affixed by its duly authorized officers; and the County has caused to be executed this Lease in its name and the seal of the County affixed by its duly authorized officers. All of the above are effective as of the date first above

WITNESSES:

BRANCH BANKING AND TRUST COMPANY

By: _____
Its: _____

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

ATTESTATION:

(SEAL)

By: _____
Its: Clerk

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

Before me, the undersigned notary public, personally appeared _____ who, being duly sworn, deposed and said that (s)he saw the Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, by its authorized officers, sign, seal and as its act and deed, deliver the foregoing Ground Lease, and that (s)he together with _____ witnessed the execution thereof.

Witness

SWORN TO AND SUBSCRIBED
before me this ____ day
of _____, 2008.

Notary Public for South Carolina

My Commission Expires: _____

DRAFT

EXHIBIT A

DESCRIPTION OF LAND

DRAFT

EXHIBIT B

PAYMENT SCHEDULE

Payment Schedule To Lease Agreement dated as of _____, 2008 (the "Lease Agreement"),
between FLORENCE COUNTY, SOUTH CAROLINA, and BRANCH BANKING AND TRUST
COMPANY

Contract Number: _____

[insert maturity schedule]

DRAFT

EXHIBIT C

PERMITTED ENCUMBRANCES

DRAFT

EXHIBIT D

FORM OF REQUISITION

[To Be Prepared on County's Letterhead for Submission]

[Date] _____

Kathy McDermott

Funding Administrator

BB&T Governmental Finance
Post Office Box 31273
Charlotte, South Carolina 28231

RE: Request for disbursement of funds from the Construction Account related to Contract No. _____ with Florence County, South Carolina, dated _____, 2008.

Dear Ms. McDermott,

Pursuant to the terms and conditions of the Lease Agreement dated as of _____, Florence County, South Carolina (the "County"), requests the disbursement of funds from the Construction Fund established under the Lease Agreement for the following Projects Costs:

This is requisition number ____ from the Construction Account.

Amount:

Vendor:

Vendor Address:

Vendor Federal Tax Number:

Applicable Vendor Invoices:

Payee *(if different from vendor; attach explanation)*

Project Description:

Location of Facilities:

The Florence County makes this requisition pursuant to the following representations:

1. The County has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Lease Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The County will execute any Uniform Commercial Code financing statements with respect to this portion of the Equipment that BB&T may request to evidence its security interest.
8. The County has in place insurance on this portion of the Equipment that complies with the insurance provisions of the above-referenced Contract.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

FLORENCE COUNTY, SOUTH CAROLINA

By: [Exhibit Form Only – Do Not Sign]

Title: _____

GROUND LEASE

THIS GROUND LEASE, dated April 30, 2008 (the "Ground Lease"), by and between FLORENCE COUNTY, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the "County"), and BRANCH BANKING AND TRUST COMPANY, a banking corporation duly organized under the laws of the State of North Carolina, as lessee (the "Bank")

WITNESSETH:

Section 1. PROPERTY.

WHEREAS, the County is the owner in fee simple of the parcel of real property described in Exhibit A (the "Land") hereto, (which Land and any improvements constructed thereon shall be referred to herein as the "Property"); and

WHEREAS, Council has determined it is necessary to borrow funds to finance by a lease-purchase arrangement all or a portion of the cost of: (A) refunding the outstanding principal amount of the 2003 Certificates (as hereinafter defined) (the "Refunding"), which 2003 Certificates financed the Property; (B) paying a termination fee to Wachovia Bank, N.A. with respect to the termination of the Swap Agreement (as hereinafter defined); (C) acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the following projects: (i) a new Florence County Voter Registration and Elections Commission building; (ii) a recreational park in the Southern portion of the County; (iii) a turning lane on Ebenezer Road to serve a County convenience site; (iv) a recreational park in the Brookgreen area of the County; (v) a new Johnsonville Branch Library; (vi) the expansion of the exercise room at the County's Senior Center; (vii) the development of historical sites in the Northeast portion of the County; and (viii) various historical, cultural, recreational, and tourism-related projects in the County (the "Projects"); and (D) paying costs associated with the entry by the County into such lease-purchase arrangement.

WHEREAS, the County desires to lease the Property to the Bank and the County declares its intention to enter into the Lease Agreement (the "Lease") with the Bank to be dated April 30, 2008, wherein the Bank will lease the Property back to the County; and

In consideration of the Ground Lease Rent to be paid, the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the County hereby demises and rents unto the Bank and the Bank demises and rents from the County the Property.

Section 2. DEFINITIONS. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease. In addition, the following words and phrases will have the meanings specified below, unless the context clearly requires otherwise:

"*2003 Certificates*" means the Florence County Public Facilities Corporation original principal amount \$29,515,000 Refunding Certificates of Participation (Law Enforcement Center and Civic Center Projects), Series 2003.

"*County*" means Florence County, South Carolina, its successors and assigns.

"*Ground Lease*" means this Ground Lease and any amendments or supplements hereto, including the Exhibits attached hereto.

"*Ground Lease Rent*" means the amount referred to as such in Section 8 of this Ground Lease.

"*Ground Lease Term*" means the term of this Ground Lease commencing as of the date of the delivery of this Ground Lease and ending May 1, 2023.

"*ISDA Master Agreement*" or "*Swap Agreement*" means the ISDA Master Agreement dated as of July 9, 1998 among the County, the Corporation and First Union National Bank (now known as Wachovia Bank, National Association), as the swap provider, including all schedules thereto and confirmations thereof.

"*Ordinance*" means the Ordinance enacted by the County on April 17, 2008, authorizing the Ground Lease and Lease.

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 persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

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

Section 3. REPRESENTATIONS BY THE COUNTY. The County represents and warrants as follows:

(a) The County is a body politic and corporate under the laws of the State of South Carolina.

(b) The demise and lease of the Property and any improvements thereon or thereto by the County to the Bank, as provided in this Ground Lease, the acquisition of the Projects, and the leasing of the Property by the County from the Bank pursuant to the Lease is being undertaken for public and corporate purposes of the County.

(c) The County 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 Ground Lease and to carry out its obligations hereunder.

(d) Neither the execution and delivery of this Ground 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 the Property shall be or may be impaired, changed, or encumbered in any manner whatsoever except as permitted by this Ground Lease. Subject to Section 14 of this Ground Lease, the County is the fee owner of the Land (as defined in the Lease) and any improvements thereon free and clear of all liens, encumbrances and restrictions (including, without limitation, leases) other than Permitted Encumbrances.

Section 4. REPRESENTATIONS BY THE BANK. The Bank represents and warrants as follows:

(a) The Bank is a banking corporation duly incorporated under the laws of the State of North Carolina and has corporate power to enter into this Ground Lease. By proper corporate action the officers of the Bank have been duly authorized to execute and deliver this Ground Lease and the Lease.

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

Section 5. TERM OF GROUND LEASE. The County hereby demises and leases the Property to the Bank and the Bank hereby leases from the County the Property for the Ground Lease Term, subject to the provisions of Section 21 hereof.

Section 6. LEASEBACK OF THE PROPERTY. Simultaneously with the delivery of this Ground Lease, the Bank is leasing back the Property to the County pursuant to the Lease subject to the reservation of certain rights under this Ground Lease.

Section 7. ASSIGNMENTS, SUBLEASES AND MORTGAGES. So long as the County shall not have suffered an event of default under this Ground Lease or an Event of Nonappropriation or Event of Default under the Lease, during the term of this Ground Lease, the Bank may not (a) mortgage or otherwise encumber or assign its rights under this Ground Lease, (b) sublet the Property or any portion thereof or (c) remove, modify or alter the Property or any portion thereof, without the prior written consent of the County.

Section 8. DEPOSIT OF FUNDS. Upon the delivery of this Ground Lease the Lease, and other documents as the Bank or the County shall deem necessary and appropriate, the Bank shall deposit funds as follows: (i) \$ _____, which is the amount required to effect the Refunding, shall be deposited with the Trustee for the 2003 Certificates as directed the County; (ii) the sum of \$ _____ to Wachovia with respect to the termination of the Swap Agreement; (iii) the remaining proceeds in the sum of \$ _____ as Ground Lease Rent into the Construction Account created under the Lease, which amount shall be applied for payment of the Costs of Projects (as defined in the Lease). The sum of such amounts shall be deemed to be the proceeds of the Lease.

Section 9. PROJECTS. The County has entered into or will enter into one or more contracts for the purpose of designing, constructing and equipping the Project, all costs of which shall be paid solely by the County. The Bank hereby consents to the construction of the Project, as further provided in the Lease, and acknowledges that the Projects will not be included in or subject to this Ground Lease.

Section 10. TITLE AND OWNERSHIP. The County represents and warrants that it has full power and authority to execute and enter into this Ground Lease for the full term herein granted under the terms and conditions provided herein and that this Ground Lease is a valid and binding obligation of the County enforceable against the County in accordance with its terms.

Section 11. QUIET ENJOYMENT. The County covenants that the Bank, on the performance of the terms and conditions of this Ground Lease, shall and may peaceably and quietly have, hold and enjoy the Property for the full term of this Ground Lease, subject to Permitted Encumbrances.

Section 12. MAINTENANCE OF PROPERTY. At the conclusion of the term hereof, the Property shall be returned to the County, together with any other improvements thereto, in substantially the condition hereof as of the date hereof, subject to normal wear and tear. So long as the County shall

not have suffered an event of default under this Ground Lease or an Event of Nonappropriation or an Event of Default under the Lease, except as contemplated under the Lease, the Bank shall not make or consent to any other improvements, modifications or alterations to the Property, or remove any part thereof without the written consent of the County.

Section 13. NO PARTNERSHIP OR JOINT VENTURE. Under no circumstances shall the County and the Bank be deemed or held to be partners or joint venturers in or concerning the Property.

Section 14. PAYMENT OF TAXES OR ASSESSMENTS. At the outset of this Ground Lease there are no taxes due and owing on the Property by virtue of the governmental status of the County. If at any time in the future any taxes or other assessments are made against the Property or improvements made thereto, the County shall be liable for payment of any and all such taxes or assessments. If the Bank receives notice of any taxes or assessments the Bank agrees to forward the same to the County.

Nothing herein shall be construed as preventing or interfering with the right of the County at its own expense, to contest any tax, assessment, charge, lien or claim of any kind in respect to the Property or the improvements thereon and the County shall not be considered in default with respect to payment thereof for so long as the matter shall remain undetermined by final judgment.

Section 15. INSURANCE. During the Lease Term (as defined in the Lease), the Property shall be insured as provided in the Lease.

Section 16. WAIVER OF PERSONAL LIABILITY. All liabilities under this Ground Lease on the part of the Bank are fully corporate liabilities of the Bank as a corporation, and, to the extent permitted by law, the County hereby releases each and every incorporator, member, director and officer of the Bank of and from any personal or individual liability under this Ground Lease, including without limitation the obligation to make payment of the Ground Lease Rent. No incorporator, member, director or officer of the Bank shall at any time or under any circumstances be individually or personally liable under this Ground Lease for anything done or omitted to be done by the Bank hereunder.

Section 17. RECONSTRUCTION. For the term of this Ground Lease, in the event of damage to or destruction of the improvements erected on the Property, the Bank and the County shall be subject to such requirements as may be contained in the Lease as to the application of insurance proceeds.

Section 18. DEFAULT BY BANK. If the Bank shall fail to keep or violates any condition or agreement in this Ground Lease on the part of the Bank to be performed and if either such failure or violation shall have continued for a period of sixty (60) days after the Bank shall have received written notice by certified or registered mail from the County to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided the Bank diligently undertakes to cure such default, then, in such event, the County shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder and by law, to terminate this Ground Lease and re-enter and repossess all and singular the Property. Any default by the Bank under this Ground Lease shall not relieve the County of its obligation to pay Lease Rentals under the Lease.

Section 19. DEFAULT BY THE COUNTY. If the County shall fail to pay within a reasonable time after the due date, any obligation paramount to this Ground Lease or affecting the Property or shall fail promptly to remove any other lien or charge which could jeopardize the Bank's right to possession as hereby granted and such default by the County continues for more than 30 days, the Bank may pay the items in question after first giving the County 30 days written notice by certified mail. Any such payment shall entitle the Bank to be subrogated to the lien or charge of the item so paid. The County shall have an opportunity to contest the validity of any obligation paramount to this Ground Lease or affecting the

Property. If any payment is made by the Bank pursuant to this paragraph, the County shall be liable for repayment to the Bank in accordance with this paragraph, but only in such amount as represents the reasonable cost or value of the obligations paid by the Bank.

Except as set out herein below if the County is in default under any of the terms of this Ground Lease, then the Bank may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Ground Lease and turn over possession of the Property to the County.

If an Event of Default under the Lease occurs or if the County fails to renew the Lease for any Lease Term for any reason, the Bank shall have the right to possession of the Property for the remainder of the Ground Lease Term and shall have the right to lease the Property or sell its leasehold interest in the Property and in this Ground Lease upon whatever terms and conditions it deems prudent; provided that the Property shall always be operated for a public purpose and in compliance with all applicable governmental rules, regulations and orders. In such event, the Bank (i) shall maintain or cause to be maintained the Property, and shall not cause, permit or suffer to be caused or permitted waste thereto; (ii) shall pay for all utilities, including, but not limited to water, gas, electricity, heat, sewer, telephone and other utilities used on or about the Property; (iii) shall provide the County with adequate public liability and comprehensive risk insurance covering the Property and will furnish the County with evidence thereof; and (iv) shall pay any taxes, if due, relating to the Property, for the remainder of the Ground Lease Term.

Section 20. TERMINATION. This Ground Lease shall terminate upon the earliest of:

- (a) May 1, 2023;
- (b) The occurrence of default by the Bank under Section 19 of this Ground Lease and an election by the County to terminate the Ground Lease Term;
- (c) Payment in full when due by the County of all Ground Lease Rent and Additional Rent to be paid under the Lease; or
- (d) Payment in full by the County of the Purchase Option Price (as defined in the Lease).

The Bank agrees, upon any such termination or upon termination or expiration of the Ground Lease Term, to quit and surrender the Property and that all title and interest in the Property shall vest in the County free and clear of the encumbrance of this Ground Lease and any other encumbrances except those permitted by the Lease .

Upon expiration of this Ground Lease, the improvements on the Property will be and become the property of the County.

Section 21. NO MERGER. Except as expressly provided herein, no union of the interest of the County and the Bank herein or in the Lease shall result in a merger of this Ground Lease and the title to the Property.

Section 22. NOTICE. Any notice to be given by either party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

The County at: Florence County
180 N. Irby Street MSC-G
Florence, South Carolina 29506
Attention: County Administrator

The Bank at: Branch Banking and Trust Company
Post Office Box 31273
Charlotte, North Carolina 28231
Attention: Governmental Finance

Any of the foregoing may, by notice given hereunder to each of the others designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 23. SUCCESSORS AND ASSIGNS. The covenants, conditions and agreements contained in this Ground Lease shall bind and inure to the benefit of the County and the Bank and their respective successors and assigns; provided, however, that the County shall not assign or otherwise transfer its interests herein without prior written consent of the Bank which consent may be given or withheld for any reason or no reason.

Section 24. MISCELLANEOUS. This Ground Lease shall be subject to the following:

(a) This Ground Lease contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by all parties hereto, or their successors in interest or assigns.

(b) The Bank shall conform to and observe all lawful ordinances, rules and regulations of the United States of America, State of South Carolina, and Florence County, South Carolina, and all public authorities, boards or offices, relating to the Property or the improvements thereon or the use thereof and will not during such term permit the Property to be used for any illegal or immoral purpose, business or occupation; provided, however, that nothing herein contained shall be construed as preventing or interfering with the contestation by the Bank, at its own expense, of any such ordinance, rule or regulation that it may consider unlawful or oppressive, and the Bank shall not be considered in default with respect to such contested matter so long as the matter shall remain undetermined by final judgment. The County agrees that it will not adopt any ordinance, rule or regulation which may be considered oppressive with respect to the Bank's use of the Property.

(c) No waiver of any condition or covenant in this Ground Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach. No payment by the County, in case of default on the part of the Bank in that respect, and no payment by the Bank, in case of default on the part of the County in that respect, of any taxes, assessments, public charges, or premiums of insurance, or the payment of any amount herein provided to be paid other than rents, or in the procuring of insurance as herein above provided, shall constitute or be construed as a waiver or condonance by the County of the default of the Bank or by the Bank of the default of the County in that respect.

(d) Whenever the Bank requests any consent, permission or approval which may be required or desired by the Bank pursuant to the provisions hereof, the County shall not be arbitrary or capricious in withholding or postponing the grant of such consent, permission or approval.

(e) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the Property and shall attach and bind and inure to the benefit of the County

and the Bank and their respective legal representatives, successors and assigns, except as otherwise provided herein.

(f) There are no oral or verbal understandings between the County and the Bank concerning the subject matter of this Ground Lease, and any amendment, modification or supplement to this Ground Lease must be in writing.

(g) The County or the Bank's failure to exercise any rights or options provided herein under or by law does not constitute a permanent waiver of that right or option.

(h) The parties will at anytime at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Property, the term of this Ground Lease and any other portions thereof, excepting the rental provisions, as either party may request.

Section 25. BINDING EFFECT. This Ground Lease shall inure to the benefit of and shall be binding upon the Bank and the County and their respective successors and assigns.

Section 26. APPLICABLE LAW. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, each of the parties hereto has caused this Ground Lease to be executed in its name by its duly authorized officer and to be sealed with corporate seal and duly attested, all as of the date first above written.

WITNESSES:

BRANCH BANKING AND TRUST COMPANY

DRAFT

By: _____
Its: _____

FLORENCE COUNTY

By: _____
Its: _____

ATTESTATION:

(SEAL)

By: _____
Its: Clerk

EXHIBIT A

DESCRIPTION OF LAND

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Introduction - Ordinance No. 27-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Florence County Land Development And Subdivision Ordinance No. 38-2006/07, Article VI, Section 6.25(D), Lots, To Amend The Requirement For Septic Percolation Tests And Permits To Exempt Estate Settlements And Life Estates.)

OPTIONS:

1. *(Recommended)* Approve Introduction of Ordinance No. 07-2007/08.
2. Provide an alternate directive.

ATTACHMENTS:

Ordinance No. 27-2007/08.

DRAFT

Sponsor(s)	: County Council	
First Reading/Introduction	: April 3, 2008	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 _____.
Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 27-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend Florence County Land Development And Subdivision Ordinance No. 38-2006/07, Article VI, Section 6.25(D), Lots, To Amend The Requirement For Septic Percolation Tests And Permits To Exempt Estate Settlements And Life Estates.)

WHEREAS:

1. Section 6.25(D), of the Florence County Land Development and Subdivision Ordinance requires lots containing single family residences that utilize a septic tank and drinking water well to secure permits from the South Carolina Department of Health and Environmental Control (SCDHEC); and
2. This amendment will exempt estate settlements and life estates from this requirement for percolation tests and permits from SCDHEC.

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

1. The Florence County Land Development and Subdivision Ordinance No. 38-2006/07, Article VI, Section 6.25(D), Lots, is hereby amended to provide for the exemption of estate settlements and life estates from the requirement for percolation tests and permits from SCDHEC and shall read as follows:

D. Lots.

Each lot may contain only one (1) single family residence. Lots that have access to public utilities (water and/or sewer) are required to have a written statement from the appropriate utility. If lots will utilize a septic tank and drinking water well, permits must be secured from the South Carolina Department of Health and Environmental Control. The SCDHEC permit requirement shall not be applicable to subdivisions of land as a result of the probate of an estate and life estates made within an immediate family (i.e. parent to child, grandparent to grandchild.). Other life estates may be considered for exemption by the Planning Commission. All plats where this exemption has been used and no satisfactory percolation test has occurred will be stamped "No Perk Test has been performed on this property." The plat may be resubmitted for removal of the stamp if and when a successful percolation test has been completed. The exemption does not apply for permits for the construction of a building requiring a sewer svstem or the placement of mobile/manufactured homes on the property.

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:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content
James C. Rushton, III, County Attorney

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Boards & Commissions
Workforce Investment Board

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

The Pee Dee Workforce Investment Board recommends the following individuals for appointment/reappointment to the Board:

- Richard Harrington and Bill Sebnick representing the private sector,
- Kyle Edney representing Economic Development,
- Judge Taft Guile representing Community based organizations (Judge Guile will replace Walter Fleming who has declined reappointment).

ATTACHMENTS:

A copy of the letter of recommendation from the Board.

POST OFFICE BOX 5719
FLORENCE, SOUTH CAROLINA 29502
TEL. 843-669-3138
FAX. 843-679-3743



March 24, 2008

Mr. K. G. Smith, Jr. Chairman
Florence County Council
180 North Irby Street, MSC-G
Florence, SC 29501

Dear Mr. Smith:

As you may recall, every year appointments must be made by Florence County Council to the Pee Dee Workforce Investment Board (WIB).

The terms of service for **Richard Harrington** and **Bill Sebnick** representing the private sector; **Kyle Edney**, representing Economic Development; and **Walter Fleming**, representing Community Based Organization, will expire July 1, 2008. **Mr. Harrington**, **Mr. Sebnick** and **Mr. Edney** have expressed a desire to be reappointed and serve an additional three-year term. **Mr. Fleming** regrets that he will not be able to continue to serve on the WIB and has provided the enclosed letter of nomination for his replacement from the Board of the Pee Dee Community Action Partnership. The Vice-Chairman of the Board, **Taft Guile** has been nominated.

The Pee Dee Workforce Investment Board and the Pee Dee Workforce Investment Area are entering a critical time as Board Standards have been established for all local workforce areas by the Governor's State Workforce Investment Board. Experienced board members such as Mr. Harrington, Mr. Sebnick and Mr. Edney are needed to meet standards in strategic planning, resource alignment, support of a quality one stop system, support for youth, WIB oversight and fiscal and performance accountability.

Please place the matter of the three reappointments and one new appointment on the agenda for the next Council meeting. A written response as to the disposition of this matter would be appreciated.

If there are any questions regarding this matter, you may call me at (843) 669-3138.

Sincerely,

Vickie P. Tyner
Workforce Development Director

VPT/

Enclosure: Letter of Nomination

March 12, 2008

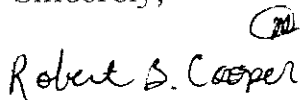
Ms. Vickie Tyner
Workforce Development Director
Pee Dee Council of Government
P.O. Box 5719
Florence, SC 29502

Dear Ms. Tyner:

Please be advise that the Pee Dee Community Action Partnership, a non-profit organization serving Florence, Marion, and Dillon Counties would like you to submit Judge Taft Guiles to County Council to serve on the Pee Dee Workforce Investment Board.

Mr. Guiles will be a great asset to your board. Below is his contact information. Thank-you and if you need further information please advise.

Sincerely,



Robert B. Cooper
Board Chairman

Taft Guile
Florence County Magistrate Judge
1904 Grant Road
Pamplico, SC 29583
(843) 493-0451- Home
(843) 665-0031- Work

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Boards & Commissions

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Filling vacancies on Boards and Commissions.

POINTS TO CONSIDER:

1. Citizen involvement on boards, commissions and committees of Florence County is extremely important.
2. Many boards/commissions/committees currently have vacancies or have approaching vacancies.

OPTIONS:

1. Make appropriate appointments.
2. Take no action.

(A copy of the list of current and approaching vacancies for 2008 was previously provided to Council. Additional copies are available upon request.)

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly financial reports are provided to Council for fiscal year 2008 through February 29, 2008 as an item for the record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY08
7/1/07 TO 2/29/08**

	YEAR-TO-DATE			
	BUDGETED REVENUE	ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	29,325,427	28,798,565	526,862	1.80%
Licenses & Permits	1,582,628	1,447,538	135,090	8.54%
Fines & Fees	4,183,773	2,288,797	1,894,976	45.29%
Intergovernmental	8,516,663	4,248,887	4,267,776	50.11%
Sales and Other Functional	3,971,691	2,850,208	1,121,483	28.24%
Miscellaneous	579,000	212,399	366,601	63.32%
Operating Transfers	(2,742,904)	-	(2,742,904)	100.00%
Addition to Fund Balance	(500,000)	-	(500,000)	100.00%
TOTAL	44,916,278	39,846,394	5,069,884	11.29%

		YEAR-TO-DATE			
		BUDGETED EXPENDITURE	ACTUAL EXPENDITURE	REMAINING BALANCE	PCT
EXPENDITURES					
401	County Library	3,457,189	2,347,246	1,109,943	32.11%
402	County Council	319,921	161,583	158,338	49.49%
403	Legal Services	85,000	48,724	36,276	42.68%
404	Administrator	608,366	375,388	232,978	38.30%
405	Finance	694,915	425,753	269,162	38.73%
406	Treasurer	799,392	511,281	288,111	36.04%
407	Information Technology	1,254,302	852,237	402,065	32.05%
408	Auditor	465,975	287,093	178,882	38.39%
409	Tax Assessor	1,161,366	726,707	434,659	37.43%
410	County Associations	23,200	23,154	46	0.20%
412	Procurement & Facilities	213,194	138,833	74,361	34.88%
414	Clerk of Court	929,104	616,611	312,493	33.63%
415	General Sessions Court	171,042	81,604	89,438	52.29%
416	Solicitor	904,990	635,240	269,750	29.81%
418	Human Resources	228,924	141,767	87,157	38.07%
420	Family Court	649,049	405,054	243,995	37.59%
421	Judge of Probate	496,938	313,387	183,551	36.94%
422	Public Defender	613,884	406,634	207,250	33.76%
423	Master in Equity	48,608	32,683	15,925	32.76%
425	Magistrates	2,066,856	1,364,887	701,969	33.96%
432	County Radio System	291,142	209,851	81,291	27.92%
433	Central Dispatch	1,738,809	1,073,551	665,258	38.26%
434	Coroner	273,219	176,010	97,209	35.58%
435	Sheriff's Department	7,154,253	5,014,664	2,139,589	29.91%
436	Building Department	1,781,460	1,081,374	700,086	39.30%
437	GIS	200,863	133,206	67,657	33.68%
438	Central Maintenance	1,014,935	632,352	382,583	37.70%
441	Health Department	86,000	54,498	31,502	36.63%
442	Environmental Services	584,288	332,862	251,426	43.03%
443	Voter Registration	375,495	334,516	40,979	10.91%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY08
7/1/07 TO 2/29/08**

444	Elections	105,000	-	105,000	100.00%
445	EMS	4,064,289	2,726,525	1,337,764	32.92%
446	Rescue Squads	383,052	234,817	148,235	38.70%
447	Emergency Preparedness	244,684	155,183	89,501	36.58%
448	MIAP Administration	445,139	313,032	132,107	29.68%
450	Veteran's Affairs	139,967	87,020	52,947	37.83%
451	Recreation	988,018	672,848	315,170	31.90%
452	Florence Senior Center	175,493	109,492	66,001	37.61%
453	DSS	51,780	31,101	20,679	39.94%
454	Stadium Commission	3,500	2,625	875	25.00%
456	Pee Dee CAA	10,000	5,000	5,000	50.00%
457	Pee Dee COG	75,457	56,592	18,865	25.00%
459	Soil & Water Conservation	3,817	1,909	1,909	50.00%
462	Airport Commission	75,457	37,729	37,729	50.00%
464	Lynches River Park	314,580	185,951	128,629	40.89%
465	Non-Department Fringe	1,044,225	544,014	500,211	47.90%
467	Contingency Fund	260,000	31,850	228,150	87.75%
468	PDRTA	5,000	-	5,000	100.00%
469	Employee Tort Insurance	283,928	240,602	43,326	15.26%
470	Humane Society	5,000	-	5,000	100.00%
471	County Agent	5,000	2,500	2,500	50.00%
472	Buildings and Grounds	938,142	592,367	345,775	36.86%
473	Complex	1,180,855	742,222	438,633	37.15%
474	General Phone System	13,000	5,552	7,448	57.30%
475	County Audit	75,000	56,408	18,592	24.79%
478	Mental Health Association	3,000	1,500	1,500	50.00%
479	PD Coalition	10,000	5,000	5,000	50.00%
480	Pauper's Funerals	7,000	4,400	2,600	37.14%
481	Legislative Delegation Office	5,000	5,000	-	0.00%
482	Rural Fire Departments	15,000	5,574	9,426	62.84%
483	PD Speech and Hearing	3,000	-	3,000	100.00%
484	DSN Board	4,950	1,238	3,713	75.00%
485	Literacy Council	4,950	2,475	2,475	50.00%
486	Lake City Senior Center	160,000	54,055	105,945	66.22%
487	Senior Citizens' Association	10,000	10,000	-	0.00%
489	PD Mental Health Center	4,950	2,475	2,475	50.00%
490	Museum Commission	10,000	5,000	5,000	50.00%
491	Employee Blanket Bond	850	824	26	3.10%
711	County Jail	5,918,300	3,917,032	2,001,268	33.81%
714	Sheriff's Special Projects	32,000	38,731	(6,731)	-21.03%
715	Special Enforcement Unit	381,972	251,636	130,336	34.12%
716	DEA	57,374	-	57,374	100.00%
717	Delinquent Tax	370,370	184,712	185,658	50.13%

TOTAL 46,581,778 30,263,740 16,318,038 35.03%

Ideal Remaining % = 33.33%

FLORENCE COUNTY
 BUDGET REPORT - OTHER FUNDS
 CURRENT PERIOD: 7/1/2007 TO 2/29/2008

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
8 Law Library Fund	90,000	25,132	64,868	72.08%	90,000	27,044	62,956	69.95%
19 Landfill Fund	3,813,100	1,792,840	2,020,260	52.98%	3,813,100	1,224,602	2,588,498	67.88%
21 Utility System Fund	3,105,610	321,442	2,784,168	89.65%	3,105,610	68,048	3,037,562	97.81%
27 Economic Development Partnership Fund	460,000	310,336	149,664	32.54%	460,000	47,030	412,970	89.78%
30 Road System Maintenance Fee Fund	3,625,869	1,618,076	2,007,793	55.37%	3,625,869	3,307,652	318,217	8.78%
37 Capital Improvement Fund	1,450,000	339,578	1,110,422	76.58%	1,450,000	-	1,450,000	100.00%
48 E911 System Fund	650,003	236,223	413,780	63.66%	650,003	210,548	439,455	67.61%
52 Victim/Witness Assistance Fund	497,384	318,880	178,504	35.89%	497,384	180,071	317,313	63.80%
64 Local Accommodations Tax Fund	2,686,661	2,474,107	212,554	7.91%	2,686,661	720,906	1,965,755	73.17%
74 County Debt Service Fund	3,902,000	3,263,772	638,228	16.36%	3,902,000	3,599,829	302,171	7.74%
TOTALS:	20,280,627	10,700,385	9,580,242	47.24%	20,280,627	9,385,729	10,894,898	53.72%

IDEAL REMAINING PERCENT: 33.33%

Florence County Council
Allocation Balances by District
February 29, 2008

Council District #	Type of Allocation	Beginning Budget FY08	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	228,947.00	56,586.54	172,360.46
	Paving	72,551.00	66,162.96	6,388.04
	Utility	301,127.25	45,332.53	255,794.72
	In-Kind	19,800.00	4,868.01	14,931.99
2	Infrastructure	104,099.00	54,452.44	49,646.56
	Paving	98,805.00	7,809.97	90,995.03
	Utility	88,943.25	41,149.33	47,793.92
	In-Kind	19,800.00	108.00	19,692.00
3	Infrastructure	58,678.00	12,697.36	45,980.64
	Paving	395,179.00	-	395,179.00
	Utility	247,979.25	62,333.33	185,645.92
	In-Kind	19,800.00	3,816.61	15,983.39
4	Infrastructure	249,200.00	14,015.00	235,185.00
	Paving	266,044.00	134,555.54	131,488.46
	Utility	289,127.25	216,745.83	72,381.42
	In-Kind	19,800.00	-	19,800.00
5	Infrastructure	79,678.00	10,156.20	69,521.80
	Paving	46,667.00	11,580.10	35,086.90
	Utility	185,551.25	43,811.33	141,739.92
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	216,739.00	5,000.00	211,739.00
	Paving	134,782.00	-	134,782.00
	Utility	316,127.24	118,112.33	198,014.91
	In-Kind	19,800.00	5,597.87	14,202.13
7	Infrastructure	97,318.00	14,951.51	82,366.49
	Paving	293,903.00	-	293,903.00
	Utility	316,127.24	37,024.83	279,102.41
	In-Kind	19,800.00	330.58	19,469.42
8	Infrastructure	50,301.00	-	50,301.00
	Paving	47,336.00	-	47,336.00
	Utility	314,728.24	228,758.33	85,969.91
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	140,899.00	60,793.26	80,105.74
	Paving	100,419.00	-	100,419.00
	Utility	316,127.24	2,452.36	313,674.88
	In-Kind	19,800.00	1,805.80	17,994.20

Infrastructure funds to be used for capital projects or equipment purchases. See guidelines adopted by Council.
Paving funds to be used for paving or rocking roads. See guidelines in County code.
Utility funds to be used for water and sewer projects.
In-Kind funds to be used for projects completed by the Public Works Department.

FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Purchasing and Facilities Management Department

ISSUE UNDER CONSIDERATION:

Declaration of three (3) televisions, County Asset # 6389, 6390 and 6391, Ford Explorer V#0615, Ford Taurus V#1103, and Ford Ambulance V#2111 as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

1. Attached listing of equipment/vehicles is recommended to be declared surplus by the using department.
2. The equipment/vehicles have little value or are obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.
6. A local news ad is also placed to encourage local bidders to participate via the internet.

FUNDING FACTORS:

\$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

OPTIONS:

1. *(Recommended)* Declare three (3) televisions, County Asset # 6389, 6390 and 6391, Ford Explorer V#0615, Ford Taurus V#1103, and Ford Ambulance V#2111, as surplus property and authorize the County Administrator to dispose of said property in the most advantageous manner.
2. Provide alternate instructions.

ATTACHMENTS:

1. Vehicle List

<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	<u>COMMENTS</u>
V0615	FORD	EXPLORER	1999	160,210	
V1103	FORD	TAURUS	1998	69,178	TRANSMISSION BAD
V2111	FORD	F350 AMBULANCE	1999	202,964	ENGINE BAD

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting on: [April 3, 2008]

AGENDA ITEM: Reports to Council

DEPARTMENT: TAX ASSESSOR

ISSUE UNDER CONSIDERATION:

To authorize the Tax Assessor's Office to accept late farm applications on parcels to determine if they qualify for farm use assessments.

POINTS TO CONSIDER:

1. Historically, County Council has generally granted extensions when requests were initiated.
2. S. C. Code of Laws states that the governing body may extend the time for filing upon a showing satisfactory to it that the person had reasonable cause for not filing on or before the first penalty date.

OPTIONS:

1. (*Recommended*) Extend the deadline for application consideration; authorize these parcels to be considered; and close the filing deadline.
2. Take No Action

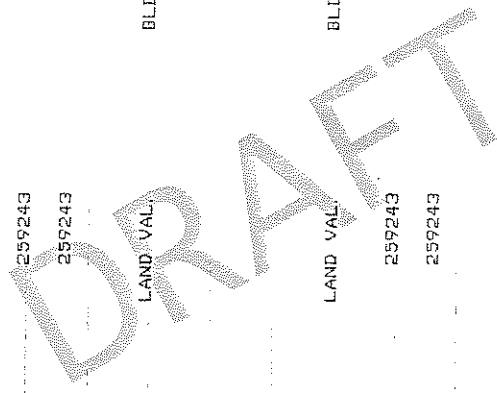
ATTACHMENTS:

1. List of Late Farm Application Requests.

FLORENCE COUNTY REAL ESTATE LISTING

TAX YEAR 07 NUMERICAL 3/27/08 PAGE 4 1
 MAP BK PAR NAME/ADDRESS DST/DESC. ACRES LOTS BLDG VALUE HE AGT LOAN NO. P/C CLASS EXEMPT CODE
 210-01-026 WAVERLY WOODS AT CLAUSSEN 110 RES. 259243
 LLC FARM
 230 CHEROKEE RD OTHER 63 259243
 FLORENCE SC29501 HWY 57 TAX RECEIPT# 69581

*ALL PROPERTIES		ACRES	LOTS	LAND VAL.	BLDGS.	BLDG. VAL.
*RESIDENTIAL:	# PARCELS					
*FARM:	1	63		259243		
*6% MARKET:						
*6% USE:	1	63		259243		
TOTAL:						
*EXEMPT PROPERTIES						
*RESIDENTIAL:	# PARCELS					
*FARM:						
*6% MARKET:						
*6% USE:						
TOTAL:						
*NON-EXEMPT PROPERTIES						
*RESIDENTIAL:	# PARCELS					
*FARM:	1	63		259243		
*6% MARKET:						
*6% USE:	1	63		259243		
TOTAL:						
TOTAL RECORDS:	1					



FLORENCE COUNTY COUNCIL MEETING

April 3, 2008

AGENDA ITEM: Other Business
Infrastructure Fund
Council District 3 and District 6

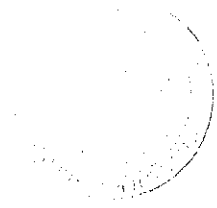
DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve the expenditure of funds from Council Districts 3 and 6 Infrastructure funding allocations in an amount up to \$24,000.00 (\$12,000.00 from each district) for a backstop for the Willow Creek Ball Field.

ATTACHMENTS:

A copy of the Memorandum indicating the approval of Councilmen Culberson and Bradley.



FLORENCE COUNTY COUNCIL

MEMO

To: Russell W. Culberson, District #6
Alphonso Bradley, District #3
From: Connie Y. Haselden, Clerk to Council
Cc: Richard A. Starks, County Administrator
Kevin V. Yokim, Finance Director
Alice C. Bailey, Procurement & Facilities Director
Joe Eason, Parks & Recreation Department Director
Date: March 26, 2008
Re: Request for Infrastructure funding
Willow Creek Ball Field

Florence County received a request to assist with the purchase of a backstop for the Willow Creek Ball Field.

If you accept this project as stated above and the funding up to \$24,000.00 to be paid from infrastructure funding allocations (\$12,000.00 from each district), please indicate your approval by signing below.

\$ 12,000.00
Amount

\$12,000.00
Amount

(verbal approval - signature pending)
Approved by Russell W. Culberson

(verbal approval - signature pending)
Approved by Alphonso Bradley

Date

Date