

Vacant
District #1

Roger M. Poston
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Kent C. Caudle
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

Willard Dorriety, Jr.
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
CITY-COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, FEBRUARY 21, 2013
9:00 A. M.

I. **CALL TO ORDER:** JAMES T. SCHOFIELD, CHAIRMAN

II. **INVOCATION:** WAYMON MUMFORD, SECRETARY/CHAPLAIN

III. **PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:**
 ALPHONSO BRADLEY, VICE CHAIRMAN

IV. **WELCOME:** JAMES T. SCHOFIELD, CHAIRMAN

V. **MINUTES:**

MINUTES OF THE JANUARY 17, 2013 REGULAR MEETING **[1]**
Council Is Requested To Approve The Minutes Of The January 17, 2013
Regular Meeting Of County Council.

VI. PUBLIC HEARINGS:

[21]

Council will hold Public Hearing on the following:

A. ORDINANCE NO. 26-2012/13

An Ordinance Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2013, In The Principal Amount Of Not Exceeding \$22,500,000 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 2010 Facilities Refunding Lease-Purchase Financing Of Florence County; Approving Such Agreements By The County As May Be Required With Respect To The Redemption Of Said 2010 Facilities Refunding Lease-Purchase Financing, And The Aforesaid Lease-Purchase Financing; And Approving Other Matters Relating To The Foregoing.

B. ORDINANCE NO. 27-2012/13

An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

VII. APPEARANCES:

A. PETE SIELER AND BRUCE SMITH – 2013 BUILDING BRIDGES

[22]

Mr. Sieler And Mr. Smith Request To Appear Before Council To Discuss The Upcoming Building Bridges Program.

B. BENNY A. MULLINS, SAFETY AND TRAINING MANAGER – PDRTA

[26]

Mr. Mullins Requests To Appear Before Council To Discuss Cato Road.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

(Chairman Schofield, Councilmen Culberson, Mumford, and Dorriety)

March 22, 2012

Capital Project Sales Tax (CPST)

August 22, 2012

EMS/Countywide Emergency Services Study

Public Services & County Planning

(Councilmen Poston/Chair, Kirby and Caudle)

June 2008

Museum

October 2012

Flood Plain Maps

Justice & Public Safety

(Councilmen Mumford/Chair, Bradley and District 1)

Litter

Education, Recreation, Health & Welfare

(Councilmen Culberson/Chair, Poston and Caudle)

April 19, 2012

Ordinance No. 24-2011/12 (Animal Adoption Policies)

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Councilman Bradley/Chair, Dorriety and District 1)

IX. RESOLUTIONS/PROCLAMATIONS:

A. PROCLAMATION – PURPLE HEART COUNTY

[28]

A Proclamation Declaring Florence County As A Purple Heart County.

B. RESOLUTION NO. 16-2012/13

[30]

A Resolution Authorizing Approval Of A Memorandum Of Understanding Between The South Carolina Attorney General's Office And The Florence County Sheriff's Office To Participate In The South Carolina Internet Crimes Against Children Task Force And Authorizing The County Administrator To Execute Said Agreement.

C. RESOLUTION NO. 17-2012/13 **[37]**

A Resolution Authorizing Approval Of A Memorandum Of Agreement Between The South Carolina Department of Public Safety (SCDPS) And The Florence County Sheriff's Office (FCSO) To Participate In An Initiative To Improve The Statewide Traffic Records System And Authorizing The County Administrator To Execute Said Agreement.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 17-2012/13 (*Deferral*) **[42]**

An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.

2. ORDINANCE NO. 18-2012/13 **[45]**

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 306 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-019, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.

*(Planning Commission **approved** 6-0)(Council District 8)*

3. ORDINANCE NO. 19-2012/13 **[53]**

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 222 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-020, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.

*(Planning Commission **approved** 6-0)(Council District 8)*

4. ORDINANCE NO. 20-2012/13 **[61]**

An Ordinance To Rezone Property Owned By Doulaveris Holdings, LLC Located At 306 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 019; Consisting Of Approximately 0.518 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto.

*(Planning Commission **approved** 6-0)(Council District 8)*

5. **ORDINANCE NO. 21-2012/13** **[69]**
An Ordinance To Rezone Property Owned By James R. And Karen E. Kelly Located At 222 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 020; Consisting Of Approximately 0.262 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto.
(*Planning Commission **approved** 6-0*)(*Council District 8*)
6. **ORDINANCE NO. 22-2012/13** **[77]**
An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management, Article 1. General, Division 2. General, Section 9.5-16. Finding Of Fact., Section (b)(2) And (c); And Other Matters Related Thereto.
(*Planning Commission **approved** 6-0*)
7. **ORDINANCE NO. 23-2012/13** **[82]**
An Ordinance Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement Between Florence County, South Carolina And QVC, Inc.
8. **ORDINANCE NO. 24-2012/13** **[108]**
An Ordinance To Amend Florence County Code Chapter 27, Public Roads And Ways, To Establish Procedures For The Abandonment And Closure Of Public Roads And Right-Of-Ways, And Other Matters Relating Thereto.
9. **ORDINANCE NO. 25-2012/13** **[115]**
An Ordinance To Amend Florence County Code Chapter 2, Administration, Article VI, Organization And Rules Of The Florence County Council, Section 2-248. Reading Of Ordinances, Resolutions And Appointments; Section 2-249. Revenue Measures To Be Referred To Committee On County Administration And Finances; And Other Matters Relating Thereto.

B. SECOND READING

1. ORDINANCE NO. 26-2012/13 *(Public Hearing)*

[118]

An Ordinance Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2013, In The Principal Amount Of Not Exceeding \$22,500,000 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—2010~~ Capital Facilities Refunding And ~~Improvement~~ Lease-Purchase Financing, ~~Series 2010~~ Of Florence County; Approving Such Agreements By ~~The Florence~~ County As May Be Required With Respect To The Redemption Of Said 2010 ~~Capital~~ Facilities Refunding ~~And Improvement~~ Lease-Purchase Financing, And The Aforesaid Lease-Purchase Financing; And Approving Other Matters Relating To The Foregoing.

2. ORDINANCE NO. 27-2012/13 *(Public Hearing)*

[166]

An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

3. ORDINANCE NO. 28-2012/13 *(Table)*

[215]

An Ordinance Providing For The Issuance And Sale Of Not Exceeding Six Million Dollars (\$6,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2013 And Other Matters Relating Thereto.

C. INTRODUCTION

No Ordinances Were Presented For Introduction At The Time Of Publication Of The Agenda.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

SENIOR CENTER COMMISSION

[216]

Council is requested to appoint Ms. Mary Baker to serve on the Senior Center Commission representing Council District 6, with appropriate expiration term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

[219]

Monthly Financial Reports Were Provided To Council For Fiscal Year 2013 Through December 31, 2012 As An Item For The Record.

B. DETENTION CENTER

SWANSON SERVICES CORPORATION CONTRACT

[225]

Approve An Addendum To Existing Swanson Services Corporation Contract To Add The Cobra Inmate Housing Communications And Grievance Tracking And Processing Modules For Florence County Detention Center.

C. HUMAN RESOURCES

DIRECTOR OF FIRE/RESCUE SERVICES

[232]

Authorize The Addition Of A Director Of Fire/Rescue Services Position To Be Funded From FY13 Budgeted Funds.

D. PROCUREMENT

1. DECLARATION AND DONATION OF SURPLUS PROPERTY

[236]

Declare Unit Sequence #5018, 1987 Ford F350 Serial #1FDKE30L7HHA14427, As Surplus Property And Authorize Donation Of Said Vehicle To The Johnsonville Rescue Squad.

2. DECLARATION OF SURPLUS PROPERTY [238]

Declare Unit #VS234, A 2010 Ford F150, As Surplus Property For Disposal Through Public Internet Auction Via GovDeals And Authorize The Proceeds From The Sale Be Allocated To The Sheriff's Office To Offset Costs To Replace.

3. DECLARATION OF SURPLUS PROPERTY [239]

Declare A 2003 Ford E450, V#849, As Surplus Property and Authorize Disposal Thru Public Internet Auction Via GovDeals.

4. DESIGN OF A PROTOTYPE EMS STATION [240]

Approve The Design Of A Prototype EMS Station For Future Construction Of Emergency Medical Services Facilities By Collins And Almers Architecture In The Amount Of \$37,500 To Be Funded From Contingency Funds.

E. PUBLIC WORKS/PROCUREMENT

AWARD OF BID #06-12/13 [241]

Approve Award Of Bid #06-12/13 For Construction Of The New Manned Convenience Center In Lake City To Kirven Construction, Inc., Darlington, SC, In The Amount Of \$531,000 To Be Funded \$250,047 From 314-471-451-100-8600, \$74,545 From 421-441-43-200-6411 And \$206,408 From Previously Approved Funds. (*5 Compliant Bids*)

F. RECREATION

LAVERNE ARD PARK [244]

Authorize The Construction Of A Football Field At Laverne Ard Park In The Estimated Amount Of \$110,000 To Be Funded From Previously Allocated Bond Funds.

G. SHERIFF'S OFFICE/GRANTS

SCDPS VICTIMS OF CRIME ACT GRANT [245]

Approve The Submission Of A Grant Application In The Amount Of \$48,477 Under The South Carolina Department Of Public Safety Victims Of Crime Act Grant Program To Provide For Personnel Cost For A Full-Time Victim Advocate That Speaks Fluent Spanish To Assist With Spanish Speaking Crime Victims.

H. SHERIFF'S OFFICE/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

[247]

Declare Two (2) Glock 21 SF Handguns, Serial Numbers PAU211 And SWK702, As Surplus Property For The Purpose Of Awarding To Retiring Employees.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. DELMAE LEAGUE

[250]

Approve The Expenditure Of Up To \$8,500 From Council Districts 4, 5 And 9 Infrastructure Funding Allocations (Approximately \$2,834 Each District) To Assist The Delmae League With The Purchase Of A John Deere 1200A Reconditioned Bunker And Field Rake.

2. PD COMMUNITY ACTION PARTNERSHIP TRANSITIONAL SHELTER

[251]

Approve The Expenditure Of Up To \$5,000 From Council Districts 3 And 7 Infrastructure Funding Allocations (\$2,500 Each District) To Assist The Pee Dee Community Action Partnership Transitional Shelter With The Purchase of A Refrigerator, Deep Fryer, Microwaves, Dining Table And Chairs.

B. INFRASTRUCTURE/UTILITY

AEDs – CITY-COUNTY COMPLEX

[253]

Approve The Expenditure Of Up To \$8,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$1,000 Each District) To Purchase AEDs For The City-County Complex.

C. ROAD SYSTEM MAINTENANCE FEE (RSMF)

NELSON LANE

[254]

Approve The Expenditure Of Up To \$8,470 From Council District 6 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Nelson Lane.

D. UTILITY

TOWN OF TIMMONSVILLE

[255]

Approve The Expenditure Of Up To \$12,000 From Council District 4 Utility Funding Allocation To Assist The Town Of Timmonsville With The Purchase Of Two (2) Lawn Mowers.

XIV. EXECUTIVE SESSION:

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

- Contractual Matter(s)
- Legal Briefing
- Pending Real Property Transaction
- Personnel Matter(s)

XV. INACTIVE AGENDA:

A. ORDINANCE NO. 24-2011/12

At its regular meeting of April 19, 2012, Council deferred second reading of this item and referred the item to the Committee on Education, Recreation, Health & Welfare For Further Review And Recommendation: An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

D. ORDINANCE NO. 21-2011/12

Council Voted At Its December 13, 2012 Regular Meeting To Move This Item To The Inactive Agenda Pending Further Action By The Florence School District Three Board. An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And To Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the January 17, 2013 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, JANUARY 17, 2013 9:00 A.M., COUNCIL CHAMBERS
ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

James T. Schofield, Chairman
Alphonso Bradley, Vice Chairman
Waymon Mumford, Secretary-Chaplain
Mitchell Kirby, Council Member
Russell W. Culberson, Council Member
Roger M. Poston, Council Member
Kent C. Caudle, Council Member
Willard Dorriety, Jr., Council Member
K. G. Rusty Smith, Jr., County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Andrew Stout, Museum Director
Jonathan B. Graham, III, Planning Director
Jack Newsome, Tax Assessor
Dale Rauch, Facilities Coordinator
Connie Reel-Shearin, Clerk of Court
Sheriff Kenney Boone
Chief Deputy Glen Kirby
Barbara Coker, Administrative Manager Sheriff's Office
Ray McBride, Library Director
David Alford, Voter Registration & Elections Director
Traci Bridges, Morning News

A notice of the regular meeting of the Florence County Council appeared in the January 16, 2013 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda and Proposed Additions to the Agenda were provided to members of the media, members of the public requesting copies, and posted in the lobby of the City-County Complex, the Doctors Bruce and Lee Foundation Public Library and all branch libraries, and on the County's website (www.florenceco.org).

Chairman Mumford called the meeting to order. Councilman Kirby provided the invocation and Councilman Culberson led the Pledge of Allegiance to the American Flag. Chairman Mumford welcomed everyone attending the meeting.

ELECTION OF OFFICERS FOR 2013

Chairman Mumford turned the gavel over to County Attorney Malloy McEachin to preside over the Election of Officers for 2013. Mr. McEachin opened the floor for nominations for Chairman. Councilman Culberson made a motion to elect The Honorable James Schofield to serve as Chairman for 2013. Councilman Mumford seconded the motion, which was approved unanimously.

Mr. McEachin opened the floor for nominations for Vice Chairman for 2013. Councilman Mumford made a motion to elect The Honorable Al Bradley to serve as Vice Chairman for 2013. Councilman Kirby seconded the motion, which was approved unanimously.

Mr. McEachin opened the floor for nominations for Secretary-Chaplain for 2013. Councilman Caudle made a motion to elect The Honorable Waymon Mumford as Secretary-Chaplain for 2013. Councilman Schofield seconded the motion, which was approved unanimously.

Chairman Schofield declared a brief recess to reset the dais. Council recessed at 9:03 a.m.

Chairman Schofield reconvened the meeting at 9:04 a.m.

Chairman Schofield stated, "I would like to thank all of you that have taken time this morning to attend this meeting of Florence County Council. Informed and engaged citizens are essential in order for us to do our jobs. Let me welcome our two new members of Council, Mr. Caudle and Mr. Dorriety. All of us look forward to working with you in providing services to your constituents. Each of you brings special talents to this Council and I am sure your contribution to the dialogue will help us as we move forward; as we work together to solve problems affecting our citizens. I am honored and humbled by Council's decision to appoint me as your Chairman. To my fellow Council members, I am acutely aware that the job of this Council is to set policy and that of the administration to carry out that policy. To that end, policy can only be set by a majority of this Council and it is usually best when almost all members of the Council concur in the policy decisions. As I see the job of Chairman, you should expect me to be prepared for our meetings and always trying to provide information to every member of the Council, which can help in the formulation of policy. This Council is free to exercise its best judgment on the right policy to follow and I will respect the right of each Councilman to speak their minds on the policy in question and will try to facilitate an open and frank discussion to the merits of different policy positions advanced. The strong position that I may take is always tempered by the respect that I have for our Council members and that only with a majority, we can move forward together. I pledge to you, my fellow Council members and the citizens of this County, that I will work tirelessly to protect the taxpayers' long-term best interest and to conduct our business in as transparent and open fashion as possible. It is the obligation of this Council and my goal to protect our taxpayers from unnecessary tax and fee increases by making sure that expenditures are controlled to the best of our ability. Consistent with the realization that there are essential services on which our citizens' lives and well-being are dependent. And that, without economic development, which brings tax base growth, the ability to

achieve that goal will be compromised. The challenges ahead of this Council are enormous, but the opportunity is unlimited. There are many issues in the fire right now, from our yearly budget, judicial space, our fire departments, EMS, and the necessity, as I see it, of asking our voters to approve continuing the one cent capital project sales tax, which is set to expire on April 30, 2014, so that critical capital needs of this County and its municipalities can be realized at the least cost possible to our citizens. The capital project sales tax can provide the much needed capital with a cost of about 65 cents on the dollar. It takes time, talent, and treasury invested in a community to yield quality jobs for our citizens to provide necessary services. If we as a Council and the taxpayers as a whole don't invest in the community with our time, talents, and treasury, then our citizens, and especially our children's future will not be as productive and promising as it could be. We can clearly see the impact of previous councils on job growth; from Roche Pharmaceutical, NanYa, Honda, QVC, Monster and Otis Elevator. To think that Otis Elevator moved a plant from Mexico to Florence is certainly a trend that I hope to see increase in our country. Investment, however, should not be confined to smokestacks and industry. The recent investments in our libraries, Performing Arts Center, the Little Theater, now the Museum on the public side. And with our two great hospitals, and many investments by private enterprise, their businesses and operations are investments that will pay huge dividends in the future. These investments allow us to attract new investors to our community; new retail opportunities and more jobs for our citizens; not to mention the additional tax base which helps to provide for our schools and government. The quality of life in Florence has a tremendous bearing on our ability to attract investments. If our County is not clean and attractive, thriving and constantly moving forward then how do we expect others to invest in our community? The strengths of this community are unequalled across the nation for our size and population. Show me any county with this number of citizens that has a medical community on par with ours. Show me any county this size that has a four-year university as prestigious as Francis Marion or as dynamic as its curriculum has become. Show me any county anywhere that operates a library system as great as ours. Our assets are many, from two interstates, railroads, airport, to our proximity to the grand strand and the Santee lakes. Florence is fulfilling its destiny which began from the transportation of cotton bales on the Great Pee Dee to the crossroads with the railroads which formed the City of Florence, and had such a dynamic impact on the City with the air base and other activities during World War II. It continues today with our highway system. Few counties in America can say that an interstate highway begins in their county. To continue this state of progress will require us to set clear goals and priorities and to work hard at achieving those goals. Long gone are the days when one can sit back and just take what comes. We must work hard to advocate on behalf of our community in the global market place, realizing that if we don't then others will take those good investments to their states and their communities. We must work at it; we must meet and plan for the challenges. We must lead on the issues of today. That is done by getting the will of this Council, through its collective voice and then educating our citizens on the necessity of what we are doing and achieving their support. I invite you to roll up your sleeves, your new administrator has had his sleeves rolled up for many weeks now, and is working tirelessly to make it happen. Many a morning at 6:00 a.m. Mr. Smith and I are either on the phone or in person talking about the issues that challenge and face this Council. Once again, you have honored me with my election as

Chairman – these are big shoes to fill – but with your help we will take this County forward to achieving even greater things in the future. We will ensure the economic success of the region and provide the necessary government services that our citizens depend on. Gentlemen and constituents, I serve at your pleasure. I pray that God will give me the wisdom and knowledge to always earn your respect and not to let you down in the performance of these duties. To that end, my friends, I will give you my best effort.”

APPROVAL OF MINUTES:

Councilman Kirby made a motion Council Approve The Minutes Of The December 13, 2012 Regular Meeting Of County Council. Councilman Poston seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Chairman Opened The Public Hearings And The Clerk Published The Titles Of The Following:

ORDINANCE NO. 18-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 306 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-019, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.

ORDINANCE NO. 19-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 222 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-020, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.

ORDINANCE NO. 22-2012/13

An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management, Article 1. General, Division 2. General, Sec. 9.5-16. Finding Of Fact., Section (b)(2) And (c); And Other Matters Related Thereto.

ORDINANCE NO. 23-2012/13

An Ordinance Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement Between Florence County, South Carolina And QVC, Inc.

ORDINANCE NO. 24-2012/13

An Ordinance To Amend Florence County Code Chapter 27, Public Roads And Ways, To Establish Procedures For The Abandonment And Closure Of Public Roads And Right-Of-Ways, And Other Matters Relating Thereto.

ORDINANCE NO. 25-2012/13

An Ordinance To Amend Florence County Code Chapter 2 Administration, Article VI, Organization And Rules Of The Florence County Council, Section 2-248. Reading Of Ordinances, Resolutions And Appointments; Section 2-249. Revenue Measures To Be Referred To Committee On County Administration And Finances; And Other Matters Relating Thereto.

APPEARANCES:

TERESA YOUNG, NATURAL RESOURCE AGENT – CLEMSON EXTENSION

Ms. Young Appeared Before Council To Provide A Presentation To Thank Council For Contracting With Clemson's Carolina Clear Program, Which Helps Meet The Education And Involvement Requirements Of Stormwater Permit, As Well As Highlight Activities Of The Florence Darlington Stormwater Consortium. In response to a question from Councilman Caudle regarding the number one thing that affected stormwater drainage quality, Ms. Young responded that the most common pollutant was excess fecal coliform bacteria, which could come from a number of sources. Chairman Schofield thanked Ms. Young for the presentation and the services provided by Clemson Extension.

COMMITTEE REPORTS:

Chairman Schofield announced the appointments for Standing Committees of Council for 2013:

Administration & Finance: Chairman Schofield, Councilmen Culberson, Mumford and Dorriety

Public Services & County Planning: Councilmen Poston/Chair, Kirby and Caudle

Justice & Public Safety: Councilmen Mumford/Chair, Bradley, and District 1 appointee

Education, Recreation, Health & Welfare: Councilmen Culberson/Chair, Poston, and Caudle

Agriculture, Forestry, Military Affairs & Intergovernmental Relations: Councilmen Bradley/Chair, Dorriety, and District 1 appointee

JUSTICE & PUBLIC SAFETY

Committee Chairman Mumford stated the Committee had a productive meeting that morning prior to the regular meeting to continue discussions on litter with the Sheriff, Chief Deputy, Environmental Control, the Honorable Judge Brown, along with the County Administrator. The next meeting was scheduled for February 21st at 8:00 a.m. He encouraged other members of Council to attend and assist the committee and the County in addressing litter issues more aggressively in 2013.

AGRICULTURE, FORESTRY, MILITARY AFFAIRS & INTERGOVERNMENTAL RELATIONS

Councilman Dorriety announced that the first Ag Expo in a long time was being held at the Florence Civic Center for three days, January 16th – 18th. He stated the event was very informative and provided the opportunity to showcase a lot of small businesses in Florence County and the Pee Dee and former Congressman Ed Young was being honored as Heritage Farmer of the Year. The event highlights the importance of agriculture in the area.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION NO. 15-2012/13

The Clerk published the title of Resolution No. 15-2012/13: A Resolution Authorizing Acceptance Of A Donation Of Certain Real Property Located In Timmons ville, South Carolina. Councilman Caudle made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

PUBLIC HEARINGS:

There Being No Signatures On The Sign-In Sheets, The Chairman Closed The Public Hearings.

ORDINANCE NO. 15-2012/13 – THIRD READING

The Clerk published the title of Ordinance No. 15-2012/13: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located In The Town Of Pamplico On At 191 W. Sixth Avenue, Pamplico, More Specifically Shown On Tax Map Number 60001-01-021, From Residential Preservation And Rural Preservation To Suburban Development; And Other Matters Related Thereto. Councilman Poston made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion. Councilman Caudle made a motion to Approve The Amended Title Of The Ordinance as published. Councilman Culberson seconded the motion, which was approved unanimously. Third Reading of the Ordinance with Amended Title was approved unanimously.

ORDINANCE NO. 16-2012/13 – THIRD READING

The Clerk published the title of Ordinance No. 16-2012/13: An Ordinance To Rezone Property Owned By Pamplico Rescue And Ambulance Service, Inc. Located At 191 West Sixth Avenue, Pamplico As Shown On Florence County Tax Map No. 60001, Block 01, Parcel 021; Consisting Of Approximately 3.91 Acres From R-5, Multi-Family Residential District, RU-2, Rural Resource District And R-1, Single-Family Residential District To B-1, Limited Business District; And Other Matters Related Thereto. Councilman Poston made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 17-2012/13 – THIRD READING DEFERRED

Chairman Schofield stated third reading of Ordinance No. 17-2012/13 would be deferred: An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.

ORDINANCE NO. 18-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 18-2012/13: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 306 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-019, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto. Councilman Culberson made a motion to approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 19-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 19-2012/13: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 222 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-020, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto. Councilman Culberson made a motion to approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 20-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 20-2012/13: An Ordinance To Rezone Property Owned By Doulayeris Holdings, LLC Located At 306 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 019; Consisting Of Approx. 0.518 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto. Councilman Culberson made a motion Council approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 21-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 21-2012/13: An Ordinance To Rezone Property Owned By James R. And Karen E. Kelly Located At 222 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 020; Consisting Of Approx. 0.262 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto. Councilman Culberson made a motion Council approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 22-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 22-2012/13: An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management, Article 1. General, Division 2. General, Sec. 9.5-16. Finding Of Fact., Section (B)(2) And (C); And Other Matters Related Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCE NO. 23-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 23-2012/13: An Ordinance Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement Between Florence County, South Carolina And QVC, Inc. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 24-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 24-2012/13: An Ordinance To Amend Florence County Code Chapter 27, Public Roads And Ways, To Establish Procedures For The Abandonment And Closure Of Public Roads And Right-Of-Ways, And Other Matters Relating Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously. At the request of Councilman Kirby, County Administrator Rusty Smith provided a brief summary of the Ordinance. Over the last several years the County was presented with potential liability based on the road closure system that was used. What was being proposed was a joint system to where two methods of operation could be utilized to accomplish a road closure. Public Works Director Carlie Gregg, the County Attorney and other staff members worked on the proposed Ordinance and looked at other areas throughout South Carolina to determine the best method to use. The proposed Ordinance provides for two options: (1) if the road was not a thru road and not contested by adjacent land owners, the Council order would allow for a cessation of maintenance and road closure; (2) if the road is a thru road and it is contested by adjacent land owners, the petitioner must petition the court system to close the road as outlined in the State Code. Councilman Kirby asked if the only time Council was involved was if it was not a thru road or there were no objections to the road closure by landowners. County Attorney Malloy McEachin stated that if it were a thru road that the objection could come from an adjoining landowner or a member of the public, based on State statutes. If it were a horseshoe or dead end road where all adjoining property owners had no objections, Council could close the road by Ordinance and stop maintenance. Mr. Smith stated that if the first method were utilized and there was a separation of property involved in the road, the petitioners in that case would be responsible for any expenses for surveying and determining the ownership of the land.

ORDINANCE NO. 25-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 25-2012/13: An Ordinance To Amend Florence County Code Chapter 2, Administration, Article VI, Organization And Rules Of The Florence County Council, Section 2-248. Reading Of Ordinances, Resolutions And Appointments; Section 2-249. Revenue Measures To Be Referred To Committee On County Administration And Finances; And Other Matters Relating Thereto. Councilman Culberson made a motion to approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously. Chairman Schofield stated the Ordinance was to bring the Rules up to date with Council's practice.

ORDINANCE NO. 26-2012/13 – INTRODUCED BY TITLE ONLY

The Clerk published the title and the Chairman declared Ordinance No. 26-2012/13 introduced by title only: An Ordinance Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2013, In The Principal Amount Of Not Exceeding \$22,500,000 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 2010 Facilities Refunding Lease-Purchase Financing Of Florence County; Approving Such Agreements By The County As May Be Required With Respect To The Redemption Of Said 2010 Facilities Refunding Lease-Purchase Financing, And The Aforesaid Lease-Purchase Financing; And Approving Other Matters Relating To The Foregoing.

ORDINANCE NO. 27-2012/13 – INTRODUCED BY TITLE ONLY

The Clerk published the title and the Chairman declared Ordinance No. 27-2012/13 introduced by title only: An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

ORDINANCE NO. 28-2012/13 – INTRODUCED BY TITLE ONLY

The Clerk published the title and the Chairman declared Ordinance No. 28-2012/13 introduced by title only: An Ordinance Providing For The Issuance And Sale Of Not Exceeding Six Million Dollars (\$6,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2013 And Other Matters Relating Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Council unanimously approved the following appointments/re-appointments with appropriate expiration terms:

Construction Board of Adjustments & Appeals: Howard Parnell, District 7 (filling a seat left vacant by the death of the late Jeffery Scott)

Board of Health: Lucille Windom, District 7

Planning Commission: Cecil Cunha, District 7

Senior Center Commission: LeVance McIver, District 7

City-County Memorial Stadium Commission: H. Mack Dixon, Seat 8

Capital Project Sales Tax Commission 2013: James Tanner, Scotty Campbell, and John Earl Lee

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2013 Through November 30, 2012 As An Item For The Record.

FINANCE

ACCEPTANCE/PRESENTATION FISCAL YEAR ENDED JUNE 30, 2012 AUDIT

Mr. Smith recognized Finance Director Kevin Yokim to introduce the external auditors and present the Fiscal Year Ending June 30, 2012 Audit. Mr. Yokim stated the County had a new auditing firm, Elliott Davis, the largest CPA firm in the State. Two reasons why they were the successful proposers for the audit process: 1) they audit about 12 other counties in the State or about one-fourth of the counties; 2) their fee, even though they were the largest firm in the State, was about \$5,000 per year lower than previous firm. Mr. Yokim stated it was a very thorough audit. Council was provided with a CAFR and a summary report provided by the audit firm. Laurie Smith, Shareholder with the firm of Elliott Davis provided a brief overview of the results of the audit. Councilman Kirby asked how Florence County compared statewide. Ms. Smith responded that from an audit standpoint, Florence County, financially, was probably in the top tier of the group, based on size and population because of the low debt and good range of fund balance. Councilman Kirby asked if there was one thing she would recommend the County adjust, what would it be. Ms. Smith responded that looking at the IT system to make sure it was as safe as possible to avoid identity theft. Chairman Schofield thanked Ms. Smith for the presentation and commended the Firm for a job well done. He asked that the Administrator and Mr. Yokim set a meeting of the Administration & Finance Committee to discuss the audit findings and upcoming regulation changes in more detail. Councilman Caudle made a motion Council Accept The Audit For The Fiscal Year Ended June 30, 2012. Councilman Dorriety seconded the motion, which was approved unanimously.

(Councilman Bradley entered at 9:53 a.m.)

MAGISTRATES OFFICE

RECORDS RETENTION SCHEDULE

Councilman Mumford made a motion Council approve A Records Retention Schedule Recommended By The South Carolina Department Of Archives And History For The Retention Of Restraining Orders In The Magistrates Office. Councilman Culberson seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Kirby made a motion Council Declare Five (5) Vehicles And One (1) Passenger Van As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Caudle seconded the motion, which was approved unanimously.

REVIEW PANEL APPOINTMENT

Chairman Schofield Appointed Councilman Caudle To Serve On The Review Panel For RFP #13-12/13 Concession Operations At Lynches River County Park For The Parks And Recreation Department.

SHERIFF'S OFFICE/PROCUREMENT

AWARD OF BID #11-12/13

Councilman Kirby made a motion Council approve the Award Of Bid #11-12/13 For A Portable Desktop Live Scanning System To DataWorks Plus Of Greenville, SC In The Bid Amount Of \$34,400 Plus \$2,752 Sales Tax. Mr. Smith stated for the record that five (5) vendors were notified and the Bid went out several times, but only one (1) compliant bid was received and it was from a grant through the South Carolina Department of Public Safety. The equipment would capture, process and store in real time the AFIS fingerprinting system. Councilman Mumford seconded the motion, which was approved unanimously.

TAX ASSESSOR'S OFFICE

LATE FARM APPLICATION

Councilman Mumford made a motion Council Extend The Deadline For Late Farm Application Consideration On The Parcel(s) Presented To Enable The Tax Assessor's Office To Accept The Application(s) To Determine If The Parcel(s) Qualify For Farm Use Assessment And Close The Deadline For Acceptance. Councilman Kirby seconded the motion, which was approved unanimously.

TIMMONSVILLE RESCUE SQUAD/PROCUREMENT

AWARD OF BID

Councilman Kirby made a motion Council Authorize The Use Of The Florida Association Of Counties Bid #11-10-1202 Awarded To Emergency, Tactical, Rescue Vehicles, LLC (AEV) To Purchase One (1) Ambulance At A Base Bid Price Of \$112,365, The Needed Additional Options In The Amount Of \$37,642 And The Required SC Vehicle Tax Of \$300 (Total Cost \$150,307), As Funded And Approved In The FY12-13 Budget. Mr. Smith stated that a 1992 Ford 350 ambulance would be returned for disposal. Councilman Bradley seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

TIMMONSVILLE CHURCH OF CHRIST, DARLINGTON STREET

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$1,000 From Council District 4 Infrastructure Funding Allocation To Pay For 40 Feet Of 15" Concrete Pipe To Install An Additional Driveway For The Timmonsville Church Of Christ Cemetery On Darlington Street (\$21-145). Councilman Bradley seconded the motion, which was approved unanimously.

UTILITY

HICKORY STREET GYMNASIUM, PAMPLICO

Councilman Poston made a motion Council approve The Expenditure Of Up To \$3,000 From Council District 2 Utility Funding Allocation For Facility Improvements At The Hickory Street Gymnasium In Pamplico. Councilman Kirby seconded the motion, which was approved unanimously.

HOUSING AUTHORITY OF FLORENCE

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$105,000 From Council Districts 3 And 7 (\$25,000 From District 3 And \$80,000 From District 7) Utility Funding Allocations To Assist The Housing Authority Of Florence With The Purchase/Installation Of Fencing At Its 36 Unit LIHTC Property Located Off Mechanic/Rose Street In Florence. Councilman Bradley seconded the motion, which was approved unanimously.

SUMTER STREET WATER LINE EXTENSION

Councilman Bradley made a motion Council approve The Expenditure Of Up To \$42,000 From Council Districts 3 And 8 (\$21,000 From Each District) Utility Funding Allocation To Assist The City Of Florence With an Additional 2,500 LF of 6" Water Line To Serve Future Customers Along Sumter Street. Councilman Mumford seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Culberson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss Personnel Matters, Legal Briefing, and Contractual Matters. Councilman Dorriety seconded the motion, which was approved unanimously.

Council entered executive session at 10:11 a.m. Council reconvened at 12:25 p.m.

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

COUNCIL MEETING ADJOURNED AT 12:25 P.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

January 17, 2013

ORDINANCE NO. 18-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 306 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-019, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.

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PUBLIC HEARING

January 17, 2013

ORDINANCE NO. 19-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 222 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-020, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.

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PUBLIC HEARING

January 17, 2013

ORDINANCE NO. 22-2012/13

An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management, Article 1. General, Division 2. General, Sec. 9.5-16. Finding Of Fact., Section (b)(2) And (c); And Other Matters Related Thereto.

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PUBLIC HEARING

January 17, 2013

ORDINANCE NO. 23-2012/13

An Ordinance Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement Between Florence County, South Carolina And QVC, Inc.

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PUBLIC HEARING

January 17, 2013

ORDINANCE NO. 24-2012/13

An Ordinance To Amend Florence County Code Chapter 27, Public Roads And Ways, To Establish Procedures For The Abandonment And Closure Of Public Roads And Right-Of-Ways, And Other Matters Relating Thereto.

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PUBLIC HEARING

January 17, 2013

ORDINANCE NO. 25-2012/13

An Ordinance To Amend Florence County Code Chapter 2 Administration, Article VI, Organization And Rules Of The Florence County Council, Section 2-248. Reading Of Ordinances, Resolutions And Appointments; Section 2-249. Revenue Measures To Be Referred To Committee On County Administration And Finances; And Other Matters Relating Thereto.

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FLORENCE COUNTY COUNCIL

February 21, 2013

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

A. ORDINANCE NO. 26-2012/13

An Ordinance Approving The Entry By Florence County, South Carolina Into A Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2013, In The Principal Amount Of Not Exceeding \$22,500,000 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 2010 Facilities Refunding Lease-Purchase Financing Of Florence County; Approving Such Agreements By The County As May Be Required With Respect To The Redemption Of Said 2010 Facilities Refunding Lease-Purchase Financing, And The Aforesaid Lease-Purchase Financing; And Approving Other Matters Relating To The Foregoing.

B. ORDINANCE NO. 27-2012/13

An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Appearances Before Council
Pete Sieler and Bruce Smith
2013 Building Bridges

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Sieler And Mr. Smith Request To Appear Before Council To Discuss The Upcoming Building Bridges Program.

ATTACHMENT:

A Copy of the Request To Appear and Associated Attachment.

Connie Haselden

From: Gerry Madison <gmadison@flochamber.com>
Sent: Friday, January 11, 2013 9:57 AM
To: Connie Haselden
Cc: PSieler@aol.com; BSmith1510@aol.com; Gerry Madison (gmadison@florencesccchamber.com)
Subject: Florence County Meeting
Attachments: 2013 BUILDING BRIDGES flyer.docx

Hi Connie,

Requesting permission for Pete Sieler with WFXB Fox 43 and Bruce Smith, retired consultant to speak to Florence County at the next meeting (Thursday, February 21st @ 9 am, Room 803) to discuss our upcoming Building Bridges program (see attached flyer).

Feel free to contact me with any questions.

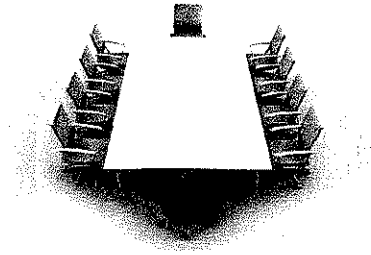
Thank you!

Gerry S. Madison, Director
Community & Minority Enterprise
Greater Florence Chamber of Commerce
238 S. Coit Street - 3rd Floor
POB 948
Florence, SC 29503
(843) 665-0515 (work)
(843) 662-2010 (fax)
web: flochamber.com
Email: gmadison@flochamber.com

2013 BUILDING BRIDGES

Understanding Diversity One Conversation at a Time

Now in its 13th year



The mission of **Building Bridges** is to enable our community to address racial and cultural diversity through a continuing process of changing attitudes and hearts through education and consciousness-raising. Emphasis will focus on the workplace environment.

Building Bridges is offering a five-week professional development course on diversity. This course has been designed to help professionals understand, respect, and appreciate the uniqueness of their employees and/or peers. Participants who complete this training will earn 1 CEU credit (continuing education unit) from Florence Darlington Technical College (*must attend four of the five sessions*). Pre-registration is helpful in our efforts to prepare for each session.

The term **diversity** defines race, gender, ethnicity, age, national origin, religion and disability; but, it also encompasses values, beliefs, socioeconomic status, sexual orientation, language and life style. According to demographers with the Bureau of Labor Statistics, the workforce now includes more women, older workers, and people from various cultural and ethnic backgrounds (*Occupational Outlook Handbook, 2009*).

Use Building Bridges as a professional development resource tool to enhance your employee's knowledge and awareness of their community. Attached you will find a registration form that will include group rates, dates, times. The sessions are outlined below.

Topics of Discussion

Session 1 – Monday, February 25, 2013: Speaker: Octavia Williams-Blake, City Councilwoman; combined with our Work Issues session

Session 2 – Monday, March 4, 2013: Religion

Session 3 – Monday, March 11, 2013: A session dealing with Family Dynamics

Session 4 – Monday, March 18, 2013: Gangs—the concerns and growth. How we can combat/deter gangs.

Session 5 – Monday, March 25, 2013: Open session discussing lessons learned from previous sessions.

All sessions are held at the Chamber, 238 S. Coit Street, 3rd Floor (First Federal Building). Refreshments are served at all sessions, compliments of Freeman's Bakery and Pepsi.

For more information, please call the Chamber today at 843-665-0515 and ask for Gerry Madison.

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Appearances Before Council
 Benny A. Mullins
 Pee Dee Regional Transportation Authority

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Mullins Requests To Appear Before Council To Discuss Cato Road.

ATTACHMENT:

A Copy of the Request To Appear.

Connie Haselden

From: Benny Mullins <bnullins@pdrta.org>
Sent: Wednesday, January 16, 2013 2:41 PM
To: ClerkToCouncil
Subject: Cato road Florence, S.C.

Hello my name is Benny A. Mullins I would like to be on the agenda on February 21, 2013. The people on Cato road Would like to get the road paved part of Cato road is paved and part is not the people on the part that is not paved think is not fair and would like to talk to the county about it would please put me on the agenda for that date. Mr.Samual McClain .Jannie McClain, Rosa Mullins, would like to talk thank you.

Benny A. Mullins
Safety and Training Manager
313 S. Stadium Rd.
Florence, SC 29506

Phone: 843-665-2227 ext. 130
Fax: 843-665-7552
E-mail: bennymullins@pdrta.org

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Resolutions
 Proclamation: Purple Heart County

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Proclamation Declaring Florence County As A Purple Heart County.

ATTACHMENT:
Proposed Proclamation

PROCLAIMING FLORENCE COUNTY AS A PURPLE HEART COUNTY

WHEREAS, the Purple Heart is the oldest declaration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, the mission of the Military Order of the Purple Heart, chartered by an Act of Congress, is to foster an environment of goodwill among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly, make sure we never forget; and

WHEREAS, Florence County has had several residents make the ultimate sacrifice in armed conflicts since 1898 and has a large number of residents that have been awarded the Military Order of the Purple Heart for wounds received in combat; and

WHEREAS, Florence County has a large population of highly decorated military members both active and retired living in its communities; and

WHEREAS, Florence County recognizes the commitment and increasing sacrifices military families are making; and

WHEREAS, Florence County Military Community Covenant pledges to support those who serve in which together we build strong communities.

NOW, THEREFORE, WE, the Governing Body of Florence County, South Carolina, the Florence County Council, do hereby proclaim **Florence County As A Purple Heart County**.

Done in meeting duly assembled this 21st day of February, 2013.

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

Council Vote:

Opposed:

Absent:

ATTEST:

Connie Y. Haselden, Clerk

FLORENCE COUNTY COUNCIL MEETING

February 6, 2013

AGENDA ITEM: Resolution No. 16-2012/13

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

(A Resolution Authorizing Approval Of A Memorandum Of Understanding Between The South Carolina Attorney General's Office And The Florence County Sheriff's Office In Order To Participate In The South Carolina Internet Crimes Against Children Task Force And Authorizing The County Administrator To Execute Said Agreement.)

POINTS TO CONSIDER:

- 1) The South Carolina Attorney General's Office is the recipient of a grant to enforce laws regarding Internet Crimes Against Children and to administer and operate the South Carolina Internet Crimes Against Children Task Force.
- 2) The Florence County Sheriff's Office has participated on the Task Force and would like to continue serving as a member of the SC ICAC Task Force.
- 3) Florence County Sheriff's Office will receive the necessary training and access to equipment to properly investigate and prosecute those who sexually exploit children through technology-facilitated communication.
- 4) The Florence County Sheriff recommends approval of the agreement with the South Carolina Attorney General's Office.

OPTIONS:

- 1) *(Recommended)* Approve Resolution No. 16-2012/13.
- 2) Provide an Alternate Directive.

ATTACHMENTS:

- 1) Resolution No. 16-2012/13.
- 2) Memorandum of Agreement with the South Carolina Attorney General's Office – SC ICAC Task Force.

Sponsor(s) : County Council
Adopted: : February 21, 2013
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 16-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing Approval Of A Memorandum of Understanding Between The South Carolina Attorney General's Office And The Florence County Sheriff's Office In Order To Participate In The South Carolina Internet Crimes Against Children Task Force And Authorizing The County Administrator To Execute Said Agreement.)

WHEREAS:

1. The South Carolina Attorney General's Office is the recipient of a grant to enforce laws regarding Internet Crimes Against Children and to administer and operate the South Carolina Internet Crimes Against Children Task Force; and
2. The Florence County Sheriff's Office has served and would like to continue serving as a member of the SC ICAC Task Force; and
3. The SC ICAC will provide necessary training and access to equipment needed to properly investigate and prosecute those who sexually exploit children through any technology-facilitated communication; and
4. The Florence County Sheriff recommends approval of the agreement with the South Carolina Attorney General's Office.

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

Council approves a Memorandum of Understanding between the South Carolina Attorney General's Office and the Florence County Sheriff's Office to participate in the South Carolina Internet Crimes Against Children Task Force and authorizes the County Administrator to execute said agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:



MEMORANDUM OF UNDERSTANDING

INTERNET CRIMES AGAINST CHILDREN TASK FORCE

PARTIES

The Office of the South Carolina Attorney General (**OFFICE**) is the chief prosecutor for the State (Article V, Section 24, South Carolina Constitution). The **OFFICE** is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (**OJJDP**) grant to enforce laws regarding Internet crimes against children (**ICAC**), and the **OFFICE** utilizes this grant to administer and operate the South Carolina Internet Crimes Against Children (**SC ICAC**) Task Force.

This Memorandum of Understanding (**MOU**) is entered into by the **OFFICE** and the FLORENCE County Sheriff's Office (**FLORENCE**).

OVERVIEW / MISSION STATEMENT

OJJDP created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program helps state and local law enforcement agencies develop an effective response to technology-facilitated crimes against children. This assistance encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases.

The SC ICAC Task Force mission is to: (1) properly investigate and prosecute those who sexually exploit children through the use of any technology-facilitated communication; (2) train and equip those involved in investigating and prosecuting ICAC; and (3) educate the community regarding the prevention of ICAC.

PURPOSE

The purpose of this MOU is to formalize the working relationship between the **FLORENCE**, the **OFFICE**, and the SC ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, **FLORENCE** agrees to join the SC ICAC Task Force for the primary purpose of vigorously and properly investigating ICAC. By joining this Task Force, **FLORENCE** will

benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOU, the **OFFICE** will benefit from **FLORENCE**'s investigative support.

INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators with at least one (1) year of GENERAL investigative experience and in a spirit of cooperation with other SC ICAC Task Force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. The parties agree, however, that unilateral acts by employees involved in Task Force investigations are not in the best interest of the Task Force.

FLORENCE will:

Have at least one investigator assigned to the Task Force at all times covered by this MOU, and provide the **OFFICE** with the names of all assigned personnel. If more than one investigator is assigned to the Task Force, **FLORENCE** will designate one investigator as the primary contact for Task Force purposes. **FLORENCE** will immediately advise the **OFFICE** of any Task Force personnel changes.

Initiate proactive and undercover Internet predator investigations to identify suspects both in and out of state. **FLORENCE** will investigate these suspects, as it deems appropriate, with assistance from other Task Force members (if **FLORENCE** requests such assistance). Only sworn **FLORENCE** law enforcement personnel will conduct ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations, and **must** submit reports of all undercover activity to the **OFFICE**.

Conduct reactive investigations when subjects are associated with **FLORENCE**'s jurisdiction, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Commander and the lead ICAC prosecutor.

Have the primary investigator attend all Task Force quarterly meetings, or designate another investigator to attend if the primary investigator is unavailable.

Provide **OFFICE**-designated Task Force personnel and officers access to all ICAC investigative files including, without limitation, computer records, in order to insure compliance with all national ICAC standards.

Locate its ICAC investigators in secured space provided by **FLORENCE** with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **FLORENCE** ICAC Task Force personnel, with restricted access to authorized personnel only.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

The **OFFICE** will:

Provide legal assistance to **FLORENCE** through the ICAC prosecutors, including review of all court orders, subpoenas, motions and other related ICAC documents. In addition, the ICAC prosecutors will consult with and advise any investigators working with **FLORENCE** on all related legal issues as they arise during the course of ICAC investigations and prosecutions.

Review investigative reports, and make appropriate, independent prosecutorial decisions.

Be responsible for any administrative tasks regarding the receipt and renewal of the federal grant. The **OFFICE** will communicate necessary information regarding the national ICAC program to **FLORENCE** as appropriate.

Assist **FLORENCE** in obtaining necessary training and equipment as set forth below.

Provide **FLORENCE** with information for community education and prevention programs via the SC ICAC Task Force Internet Safety Education Coordinator.

SUPERVISION

FLORENCE will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. Operational decisions relating to the SC ICAC Task Force will remain with the SC ICAC Task Force Commander. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

LIABILITY

FLORENCE is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

REPORTING STATISTICS

Using a form provided by the **OFFICE**, **FLORENCE** shall submit monthly statistics to the **OFFICE** on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the **10th** day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided. In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by **FLORENCE**. The **OFFICE** will then be responsible for all required reporting to OJJDP.

TRAINING

FLORENCE shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The **OFFICE** will review training requests and provide funding for ICAC-approved training when appropriate and available.

EQUIPMENT

If **FLORENCE** assigns an investigator to the Task Force with a specific job duty of conducting undercover ICAC investigations, the **OFFICE** will assist **FLORENCE** in obtaining the necessary computer equipment, software and supplies to conduct undercover Internet investigations. If appropriate, items will be purchased covertly to the extent allowed by state purchasing guidelines. The **OFFICE** will provide specified requirements for each item purchased and a set dollar amount for reimbursement. Any deviation from the specified requirements or dollar amount must be approved by the **OFFICE** in writing prior to the purchase. **FLORENCE** will make these purchases and submit the invoice to the **OFFICE** for reimbursement if OJJDP grant funds are available. Upon reimbursement, the OJJDP grant will own the equipment, which will remain with **FLORENCE** for its use until such time as this MOU is cancelled. Only **FLORENCE** staff assigned to the SC ICAC Task Force will use the equipment and/or software provided by the OJJDP grant, and its use will be restricted to ICAC-related investigations. Upon notice to **FLORENCE**, a Task Force representative designated by the **OFFICE** will have complete and unrestricted access to said equipment for the purpose of ensuring

compliance with all grant requirements. In the event either party terminates this MOU for any reason, the equipment will be returned to the **OFFICE**.

MEDIA RELATIONS

Media release information regarding ICAC investigations and/or arrests should be coordinated with the **OFFICE**'s Communications Director **before** any information is released. When any information is provided to the media regarding investigations, arrests, or other actions taken in conjunction with ICAC cases, **FLORENCE** shall include reference to the **OFFICE**, and the SC ICAC Task Force, as well as any other appropriate agencies and/or ICAC task forces.

It is imperative that all efforts be made to protect undercover online identities, and ICAC investigative techniques. Thus, any media releases (as well as any other information that will become available to the public) will not mention investigators' online identities or other identifying information, or specific ICAC investigative techniques. Failure to adhere to this requirement could seriously jeopardize ongoing proactive investigations and may result in cancellation of this MOU.


CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating SC ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

EFFECTIVE DATE

This agreement shall be effective on _____, 2013 and continue until such time as federal funding for the Grant ends, or the agreement is canceled by either party upon sixty (60) days written notice delivered to both agency directors. This agreement is exempt from the South Carolina Consolidated Procurement Code through its compliance with the Budget and Control Board Code Exemption 116 dated March 22, 1994.

Entered into this 6th day of Feb., 2013.



For the FLORENCE County Sheriff's Office

For the South Carolina Attorney General's Office

K.G. Rusty Smith, Jr. - County Administrator

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Resolution No. 17-2012/13

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

(A Resolution Authorizing Approval Of A Memorandum Of Agreement Between The South Carolina Department of Public Safety (SCDPS) and the Florence County Sheriff's Office (FCSO) To Participate In An Initiative To Improve The Statewide Traffic Records System And Authorizing The County Administrator To Execute Said Agreement.)

POINTS TO CONSIDER:

- 1) SCDPS continues field deployment of the South Carolina Collision and Ticket Tracking System (SCCATTS).
- 2) SCDPS has equipment and software that will be deployed to local law enforcement agencies in order to increase their capabilities to collect, maintain, evaluate, and report traffic stops.
- 3) FCSO will receive the proper training and have technical support from SCDPS.
- 4) FCSO will utilize the equipment and maintain the reports necessary for participation in the SCCATTS Program.
- 5) The Florence County Sheriff recommends approval of the agreement with SCDPS.

OPTIONS:

- 1) *(Recommended)* Approve Resolution No. 17-2012/13.
- 2) Provide an Alternate Directive.

ATTACHMENTS:

1. Resolution No. 17-2012/2013.
2. Memorandum of Agreement with the South Carolina Department of Public Safety – South Carolina Collision and Ticket Tracking System.

Sponsor(s) : County Council
Adopted: : February 21, 2013
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 17-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing Approval Of A Memorandum of Agreement Between The South Carolina Department of Public Safety (SCDPS) And The Florence County Sheriff's Office (FCSO) To Participate In An Initiative To Improve The Statewide Traffic Records System And Authorizing The County Administrator To Execute Said Agreement.)

WHEREAS:

1. The South Carolina Department of Public Safety (SCDPS) continues field deployment of the South Carolina Collision and Ticket Tracking System (SCCATTS); and
2. The SCDPS has equipment and software that will be deployed to local law enforcement agencies in order to increase their capabilities to collect, maintain, evaluate, and report traffic stop data; and
3. The Florence County Sheriff's Office will receive the proper training and have technical support from SCDPS; and
4. The Florence County Sheriff's Office will utilize the equipment and maintain the reports necessary for participation in the SCCATTS Program; and
5. The Florence County Sheriff recommends approval of the agreement with the South Carolina Department of Public Safety.

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

Council approves a Memorandum of Understanding between the South Carolina Department of Public Safety and the Florence County Sheriff's Office to participate in an initiative to improve the Statewide Traffic Records System and authorizes the County Administrator to execute said agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

MEMORANDUM OF AGREEMENT

REPORTBEAM SOFTWARE AND HARDWARE EQUIPMENT TO ASSIST IN COLLECTING, MAINTAINING, EVALUATING AND REPORTING DATA ON TRAFFIC STOPS

WHEREAS, the South Carolina Department of Public Safety (SCDPS) is continuing its field deployment of the South Carolina Collision and Ticket Tracking System (SCCATTS) initiative; and

WHEREAS, the purpose of the SCCATTS initiative is further improvement of the Statewide Traffic Records System in the State of South Carolina by providing traffic enforcement officers with the capability to use enabling client software known as "ReportBeam" (hereinafter, "ReportBeam") to electronically produce and transmit the South Carolina Traffic Collision Report Form (TR-310) and Supplemental Bus & Truck Collision Report; and

WHEREAS, it is anticipated that ReportBeam will eventually be used to produce and transmit the Public Contact Form, Uniform Traffic Ticket, and other report forms that may be created in the future; and

WHEREAS, access to ReportBeam is provided to law enforcement agencies in this state that have officers who enforce traffic laws; and

WHEREAS, to further the SCCATTS initiative, SCDPS has purchased certain equipment items (laptop computers, computer mounts, barcode readers, and printers) for distribution to local law enforcement agencies in order to increase their capabilities to collect, maintain, evaluate, and report traffic stop data;

THEREFORE, SCDPS and the Florence County Sheriff's Office hereby enter into this Memorandum of Agreement (MOA) regarding the acquisition of ReportBeam access accounts/client software and, as need dictates and the availability of Federal funding allows, equipment hardware that may be provided by SCDPS and used to collect, maintain, evaluate, and report traffic stop data.

SCDPS agrees to do the following in connection with this MOA:

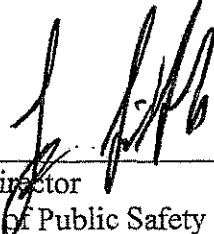
1. Provide access to ReportBeam software and furnish training on its proper use to law enforcement personnel of the Florence County Sheriff's Office who perform traffic enforcement duties, until such time as the maintenance agreement with the proprietor of ReportBeam software expires or otherwise terminates.
2. Provide limited support through its Office of Highway Safety (OHS) for operator issues related to the form packages of ReportBeam software only. A more detailed explanation of the available support is outlined in a Service Level Document (SLD), which can be viewed at www.scdps.gov/ohs.

3. Provide pre-determined equipment items to the Florence County Sheriff's Office, as need dictates and the availability of Federal funding allows for the purpose of collecting, maintaining, evaluating, and reporting traffic stop data.

Florence County Sheriff's Office agrees to do the following in connection with this MOA:

1. All officers within Florence County Sheriff's Office who are provided with the ReportBeam software and hardware equipment purchased by SCDPS will use these tools to collect data on traffic stops, electronically transmit such data to SCDPS as soon as the capability exists to do so, and maintain this data *using their agency's own approved system.*
2. All officers within Florence County Sheriff's Office who enforce traffic laws *and have the necessary hardware equipment* will use the ReportBeam software to collect data on traffic stops and to electronically transmit such data to SCDPS as soon as the capability exists to do so.
3. All officers within Florence County Sheriff's Office who enforce traffic laws, *whether or not they possess the necessary hardware equipment,* will collect data on traffic stops and maintain such data using their agency's own approved system.
4. Florence County Sheriff's Office agrees that those officers receiving the hardware equipment and/or ReportBeam software provided by SCDPS will attend training on the current and future capabilities of said software, which includes an e-collision component that agencies are encouraged to use.
5. Florence County Sheriff's Office agrees to keep an updated list of which law enforcement officers and/or vehicles have been provided hardware equipment and/or ReportBeam software by SCDPS, and provide such list to SCDPS annually or as otherwise requested.
6. The Florence County Sheriff agrees to attend a 4-hour block of training that will be offered by SCDPS to executive law enforcement personnel, and to send supervisors of officers who are responsible for performing traffic enforcement duties to a 7-hour block of training on recognizing and preventing racial profiling practices.
7. Florence County Sheriff's Office will continue to submit data from the Public Contact Form to SCDPS as per South Carolina Code § 56-5-6560(A).
8. The Florence County Sheriff and supervisors of officers who are responsible for performing traffic enforcement duties agree to use the tools and training provided to evaluate data on traffic stops, including the race of the arresting officer, in order to recognize and prevent racial profiling practices.

This document outlines the mutual agreement between SCDPS and Florence County Sheriff's Office regarding the acquisition of ReportBeam access accounts/client software and, as applicable, equipment hardware that may be provided by SCDPS and used to collect, maintain, evaluate, and eventually transmit traffic stop data. Failure to comply with the above-listed terms by the Florence County Sheriff's Office may result in the forfeiture of equipment provided by SCDPS or require financial reimbursement to SCDPS for the equipment's original purchase price, in addition to any other remedies at law. The terms set forth in this MOA will remain in effect until changed by future written agreement. Any modifications to these terms must be approved in writing by both SCDPS and the Florence County Sheriff's Office prior to implementation. Either party may terminate this agreement by providing 30 days' written notice to the other.



Leroy Smith, Director
SC Department of Public Safety

01 / 29 / 13

Date



Authorized Official

1-16-13

Date

K.G. Rusty Smith, Jr.
County Administrator

Date

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Third Reading - Ordinance No. 17-2012/13 (*Deferral*)

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Authorize The Execution and Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. The Drs. Bruce and Lee Foundation have provided Florence County with a grant in the amount of \$2,500,000 in order to develop a community park in Lake City.
2. The grant terms require Florence County to secure additional funding for the park project in the form of grants.
3. The South Carolina Department of Health and Environmental Control (SCDHEC) is authorized to make loans through the South Carolina Brownfields Cleanup Revolving Fund Loan program to assist with removal actions required when entering into a Voluntary Cleanup Contract with SCDHEC.
4. The County entered into a Voluntary Cleanup Contract earlier this year for the properties which are to be developed for the park in Lake City.
5. The loan funds may be used for removal activities, including demolition and/or site preparation, which are part of the site cleanup.
6. The County will be eligible to have 25% of the amount borrowed, up to a maximum of \$100,000 converted into a grant.
7. The loan carries a 1% interest rate and is amortized over 10 years.

OPTIONS:

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

ATTACHMENTS:

Ordinance #17-2012/13.

Sponsor(s) : Finance
 First Reading : November 15, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : December 13, 2012
 Public Hearing :
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 17-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.)

WHEREAS,

1. The County of Florence, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "County"), proposes to fund a portion of the costs associated with soil remediation of the Lake City Park Project (the "Project") with a loan in the principal amount of \$500,000; and
2. The South Carolina Department of Health & Environmental Control (the "Lender") acting through its fund manager is authorized to make loans through the Catawba Regional Development Corporation ("CRDC") South Carolina Brownfields Cleanup Revolving Fund Loan (the "Fund"); and
3. CRDC has proposed terms relating to a loan from the Fund to the County which, if it receives final approval from the Lender, CRDC and the County, could provide financing for the Project; and
4. An outline of such proposed terms is attached hereto as Exhibit A; and
5. The security for the proposed borrowing is 2008 Lease Purchase Bond Proceeds and does not constitute a pledge of the full faith, credit and taxing power of the County; and
6. The Project serves a valid corporate and public purpose of the County; and
7. The County expects to receive a final proposal for the financing of the Project on the terms and conditions set forth in Exhibit A; and
8. County Council (the "County") has determined, and hereby determines, that it is in the County's best interest to accept the outline of the proposal of the Lender as shown on Exhibit A hereto; and
9. The County intends to enter into the Promissory Note (the "Note") and a Loan Agreement (the "Loan Agreement") (the Note and the Loan Agreement are hereinafter referred to as the "Loan Documents") between the Lender and the County. The Note and the Loan Agreement are in substantially the forms attached hereto as Exhibits B and C, respectively.

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

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.
2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken with respect to this transaction.
3. The proposal of the Lender on the proposed terms and conditions attached hereto as Exhibit A is hereby approved and accepted.
4. The Note shall be in the principal amount of \$500,000.00, and shall bear interest and be payable as described in Exhibit A.
5. The County Administrator (the "Administrator") is hereby authorized and directed to execute and deliver the Loan Documents on behalf of the County in such form as he approves, with the advice of counsel, his execution being conclusive evidence of his approval; and the Clerk of Council is hereby authorized and directed to affix the corporate seal of the County to the Loan Documents and to attest the same.
6. The consummation of all transactions contemplated by the Loan Documents is hereby approved.
7. The County Administrator and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the County or the Lender or CRDC in order to carry out, give effect to, and consummate the transactions contemplated by the Loan Documents.
8. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
9. This Ordinance shall become effective immediately upon third reading by the Council.
10. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.
11. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

Thursday, February 21, 2013

AGENDA ITEM: Ordinance No. 18-2012/13
Third Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 306 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-019, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.] *(Planning Commission approved 6-0; Council District 8)*

POINTS TO CONSIDER:

1. The subject property's designation, as established by the Land Use Map of the Florence County Comprehensive Plan, is Commercial Growth and Preservation.
2. The applicant is proposing to change the designation to Suburban Development to recognize substantial change and changing conditions or circumstances in a particular locality.

OPTIONS:

1. *(Recommended)* Approve as Presented.
2. Provide an Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 18-2012/13
2. Resolution for PC#2012-17
3. Staff report for PC#2012-17
4. Location Map
5. Comprehensive Land Use Plan Map
6. Zoning Map
7. Aerial Map

Sponsor(s)	: Planning Commission	I _____
Planning Commission Consideration	: November 27, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: November 27, 2012	Ordinance was advertised for
Planning Commission Action	: November 27, 2012	[Approved 6-0] Public Hearing on _____.
First Reading/Introduction	: December 13, 2012	
Committee Referral	: N/A	
County Council Public Hearing	: January 17, 2013	
Second Reading	: January 17, 2013	
Third Reading	: February 21, 2013	
Effective Date	: Immediately	

ORDINANCE NO. 18-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 306 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-019, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on November 27, 2012.

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

1. The Florence County Comprehensive Plan Land Use Map is hereby amended to change the designation for property in Florence County located at 306 E. Carolyn Avenue Florence, more specifically shown on Tax Map Number 90095-01-019, from Commercial Growth and Preservation to Suburban Development. The parcel consists of approximately .52 acres.
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

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

RESOLUTION FOR PC#2012-17
FLORENCE COUNTY PLANNING COMMISSION

[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designation For Property In Florence County Located At 306 E. Carolyn Avenue In Florence, SC, More Specifically Shown On Tax Map Number 90095-01-019, From Commercial Growth and Preservation To Suburban Development As Referenced On The Agenda Map.]

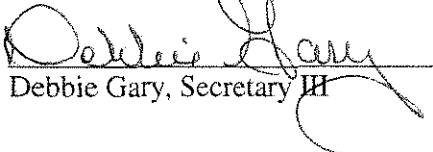
WHEREAS:

1. The subject property's designation as established by the Land Use Map of the Florence County Comprehensive Plan is Commercial Growth and Preservation.
2. The applicant is proposing to change the designation to Suburban Development to recognize substantial change and changing conditions or circumstances in a particular locality.
3. Therefore, a change to the Comprehensive Plan Map Land Use Designation for this property is hereby recommended.

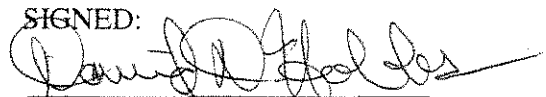
NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY PLANNING COMMISSION DULY ASSEMBLED THAT:

1. A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the Florence County Comprehensive Plan Map Land Use Designation for Property in Florence County Located on Carolyn Avenue in Florence, SC, measuring approximately .52 acres from Commercial Growth and Preservation to Suburban Development as referenced on the agenda map.

ATTEST:


Debbie Gary, Secretary III

SIGNED:


David Hobbs, Chairman

COMMISSION VOTE: 6-0

OPPOSED: NONE

ABSENT: C. Cunha

R. Kirby

D. Lockhart

V. Talbert

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
November 27, 2012
PC#2012-17
ORDINANCE NO. 18-2012/13**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designations for property in Florence County from Commercial Growth and Preservation to Suburban Development

Locations: 306 E. Carolyn Avenue

Tax Map Numbers 90095, Block 01, Parcel 019

Council District(s): 8; County Council

Applicant: Planning Commission

Land Area: 1 parcel, approximately .52 acres

Staff Analysis:

The property is currently designated Commercial Growth and Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designation to Suburban Development.

Staff's Justification/Reason for the proposed amendment is to recognize substantial change and changing conditions or circumstances in a particular locality.

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Suburban Development. Suburban Development provides areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and institutional uses that enhance the area as a whole.

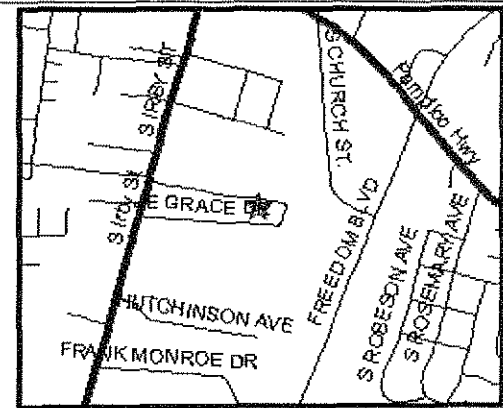
Florence County Planning Commission Action: November 27, 2012:

The six Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council for a Suburban Development land use designation to provide areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and industrial uses that enhance the area as a whole.

Location Map



N
▲

COUNTY COUNCIL DISTRICT(S): 8
PC#2012-17

SCHURCH ST.



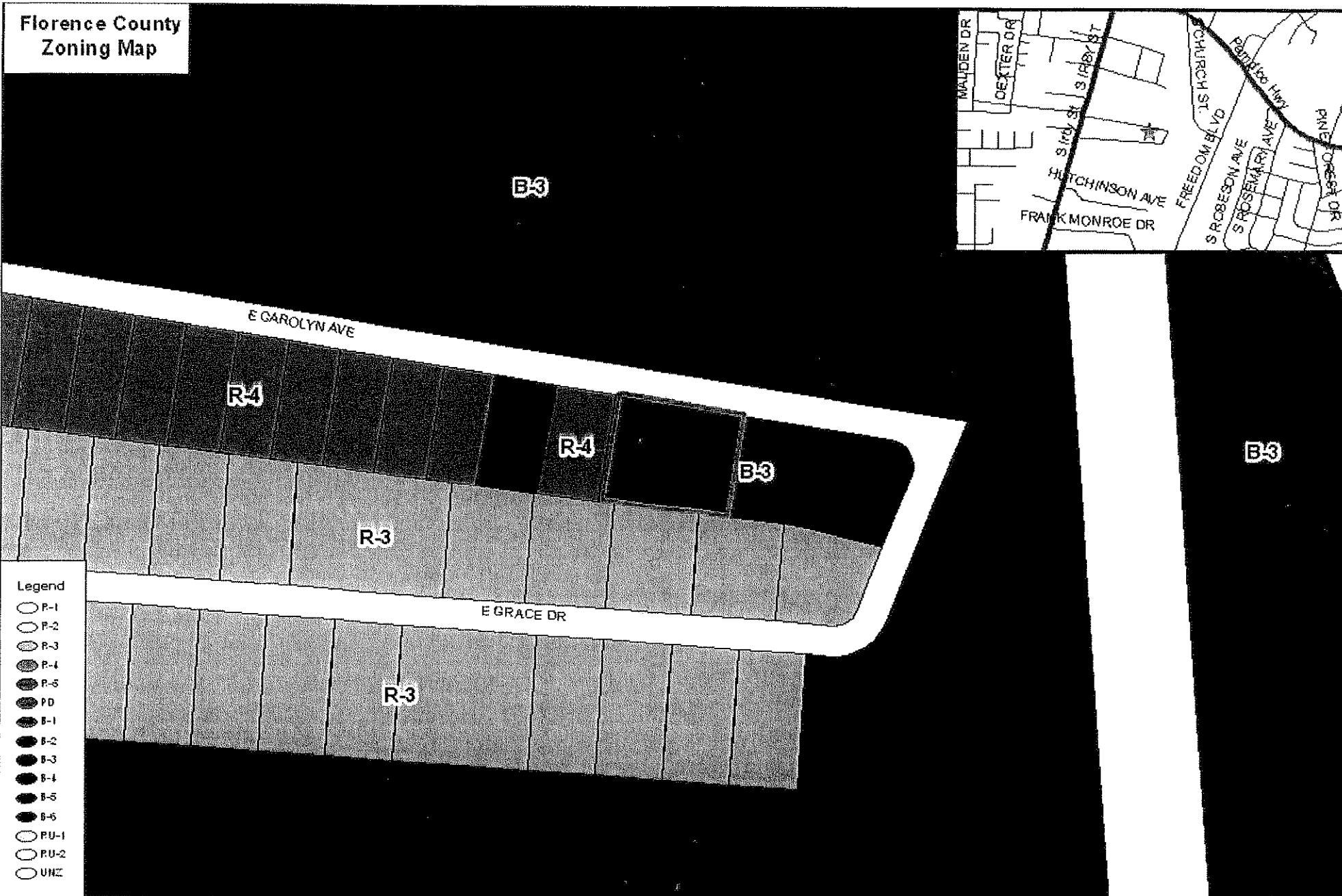
CGP

N



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-17

**Florence County
Zoning Map**



0	185	370
1	1	1

Map Prepared by: RWB
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-17

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
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Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-17

FLORENCE COUNTY COUNCIL MEETING

Thursday, February 21, 2013

AGENDA ITEM: Ordinance No. 19-2012/13
Third Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 222 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-020, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.] *(Planning Commission approved 6-0; Council District 8)*

POINTS TO CONSIDER:

1. The subject property's designation, as established by the Land Use Map of the Florence County Comprehensive Plan, is Commercial Growth and Preservation.
2. The applicant is proposing to change the designation to Suburban Development to recognize substantial change and changing conditions or circumstances in a particular locality.

OPTIONS:

1. *(Recommended)* Approve as Presented.
2. Provide an Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 19-2012/13
2. Resolution for PC#2012-21
3. Staff report for PC#2012-21
4. Location Map
5. Comprehensive Land Use Plan Map
6. Zoning Map
7. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: November 27, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: November 27, 2012	Ordinance was advertised for
Planning Commission Action	: November 27, 2012 [Approved 6-0]	Public Hearing on _____.
First Reading/Introduction	: December 13, 2012	
Committee Referral	: N/A	
County Council Public Hearing	: January 17, 2013	
Second Reading	: January 17, 2013	
Third Reading	: February 21, 2013	
Effective Date	: Immediately	

ORDINANCE NO. 19-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 222 E. Carolyn Avenue, Florence, More Specifically Shown On Tax Map Number 90095-01-020, From Commercial Growth And Preservation To Suburban Development; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on November 27, 2012.

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

1. The Florence County Comprehensive Plan Land Use Map is hereby amended to change the designation for property in Florence County located at 222 E. Carolyn Avenue, Florence, more specifically shown on Tax Map Number 90095-01-020, from Commercial Growth and Preservation to Suburban Development. The parcel consists of approximately .25 acres.
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

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

RESOLUTION FOR PC#2012-21
FLORENCE COUNTY PLANNING COMMISSION

[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designation For Property In Florence County Located At 222 E. Carolyn Avenue In Florence, SC, More Specifically Shown On Tax Map Number 90095-01-020, From Commercial Growth and Preservation To Suburban Development As Referenced On The Agenda Map.]


WHEREAS:

1. The subject property's designation as established by the Land Use Map of the Florence County Comprehensive Plan is Commercial Growth and Preservation.
2. The applicant is proposing to change the designation to Suburban Development to recognize substantial change and changing conditions or circumstances in a particular locality.
3. Therefore, a change to the Comprehensive Plan Map Land Use Designation for this property is hereby recommended.

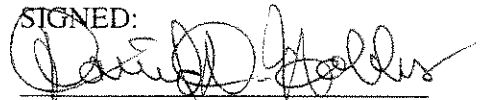
NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY PLANNING COMMISSION DULY ASSEMBLED THAT:

1. A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the Florence County Comprehensive Plan Map Land Use Designation for Property in Florence County Located on Carolyn Avenue in Florence, SC, measuring approximately .25 acres from Commercial Growth and Preservation to Suburban Development as referenced on the agenda map.

ATTEST:


Debbie Gary, Secretary III

SIGNED:


David Hobbs, Chairman

COMMISSION VOTE: 6-0

OPPOSED: NONE

ABSENT: C. Cunha

R. Kirby
D. Lockhart
V. Talbert

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
October 23, 2012
PC#2012-21
ORDINANCE NO. 19-2012/13**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designations for property in Florence County from Commercial Growth and Preservation to Suburban Development

Locations: 222 E. Carolyn Avenue

Tax Map Numbers 90095, Block 01, Parcel 020

Council District(s): 8; County Council

Applicant: Planning Commission

Land Area: 1 parcel, approximately .25 acres

Staff Analysis:

The property is currently designated Commercial Growth and Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designation to Suburban Development.

Staff's Justification/Reason for the proposed amendment is to recognize substantial change and changing conditions or circumstances in a particular locality.

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Suburban Development. Suburban Development provides areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and institutional uses that enhance the area as a whole.

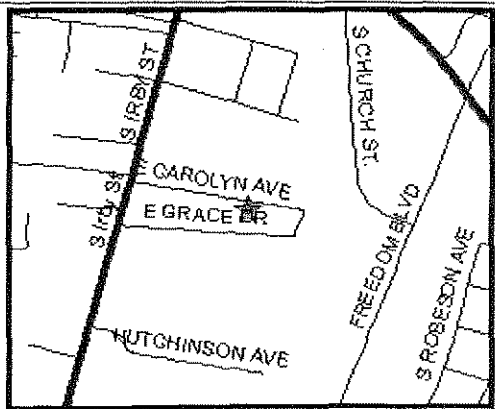
Florence County Planning Commission Action: November 27, 2012:

The six Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council for a Suburban Development land use designation to provide areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and industrial uses that enhance the area as a whole.

Location Map

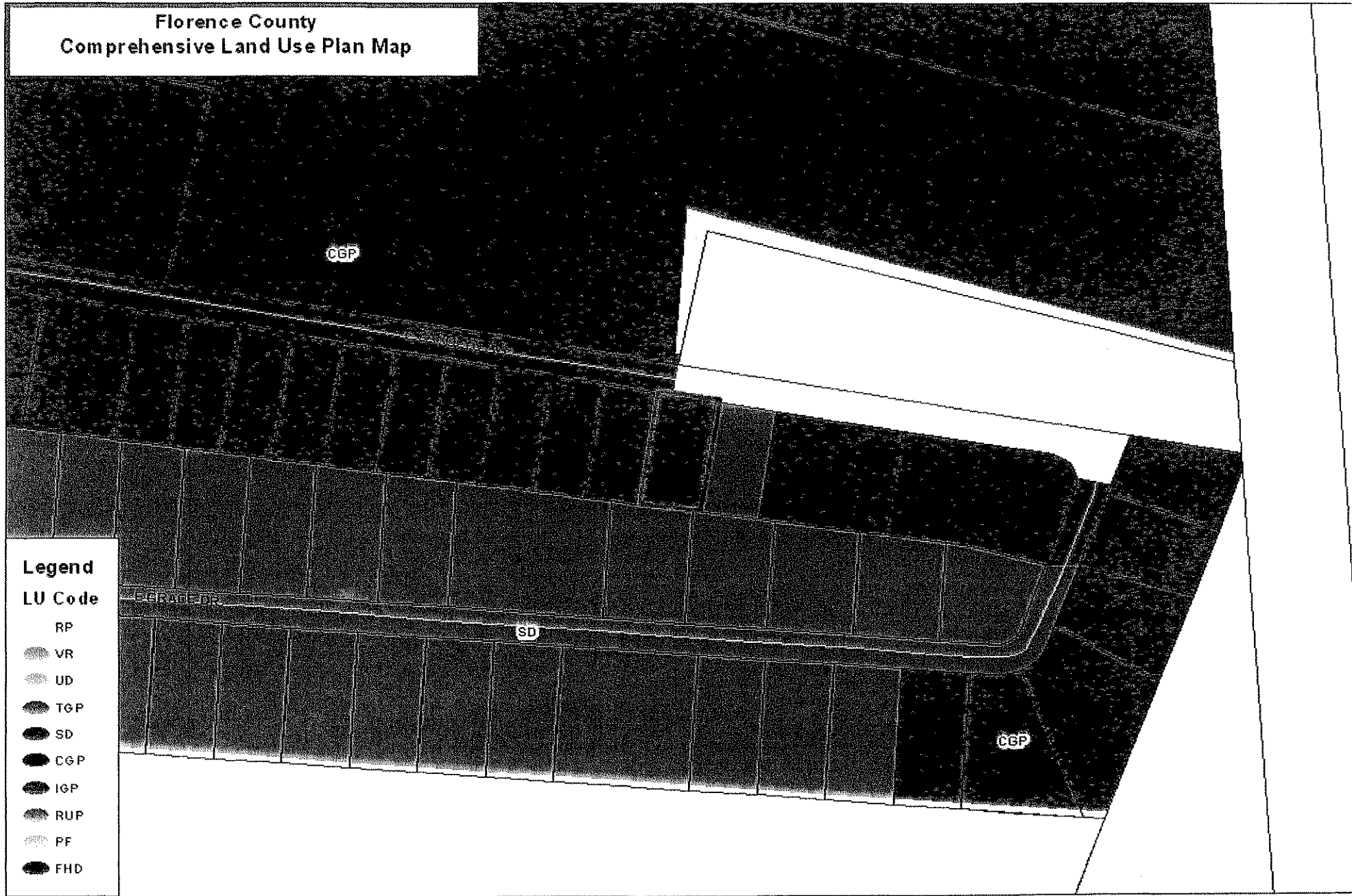


N



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-21

Florence County Comprehensive Land Use Plan Map



Legend

LU Code

- RP
- VR
- UD
- TGP
- SD
- CGP
- IGP
- RUP
- PF
- FHD

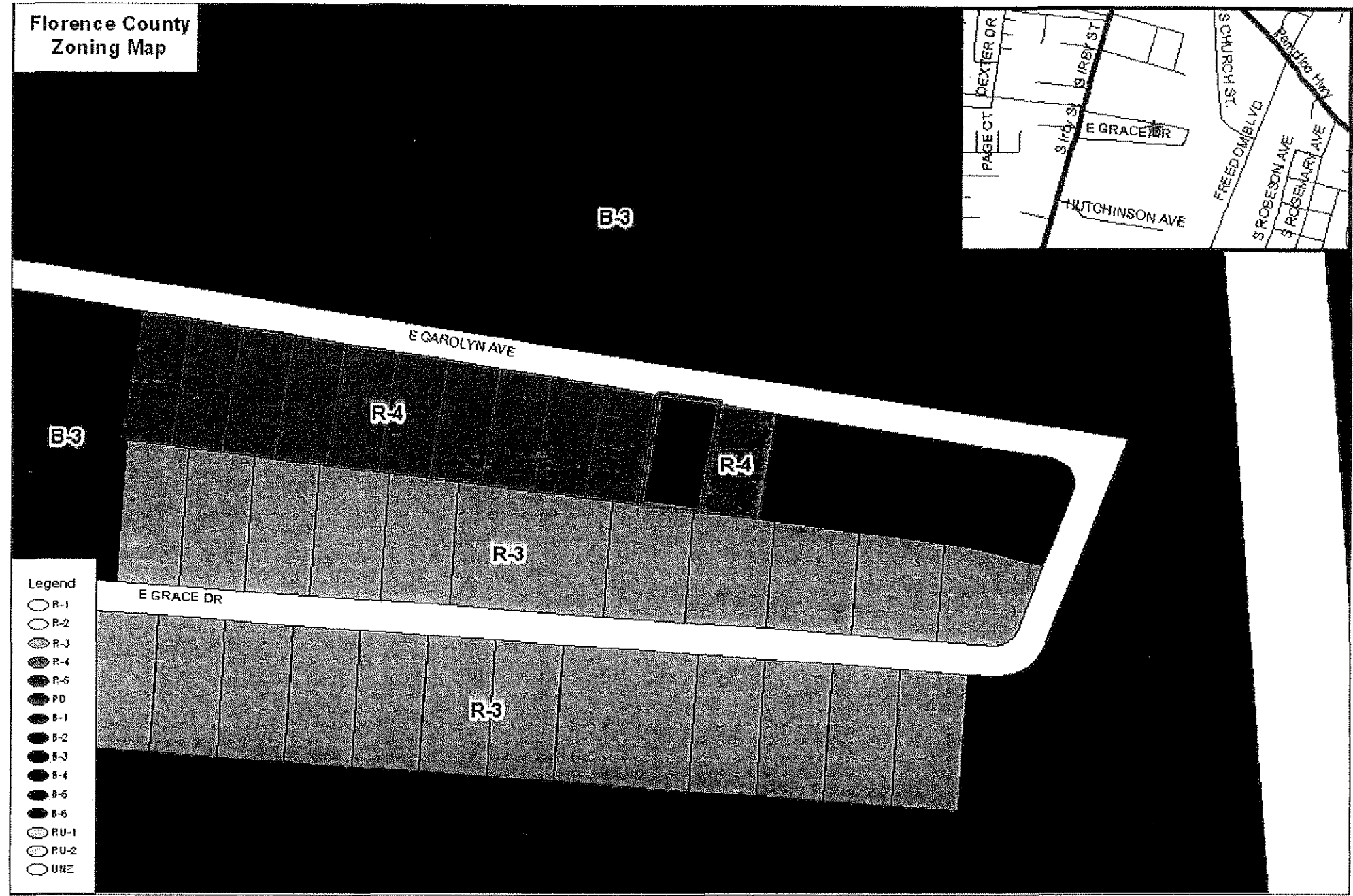
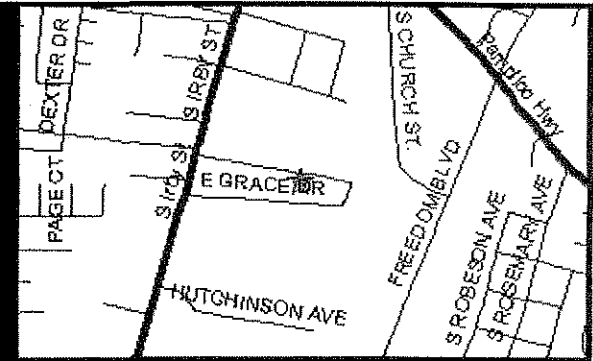
0 170 340

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-21

**Florence County
Zoning Map**



Legend

- R-1
- R-2
- R-3
- R-4
- R-5
- PD
- B-1
- B-2
- B-3
- B-4
- B-5
- B-6
- RU-1
- PU-2
- UNZ

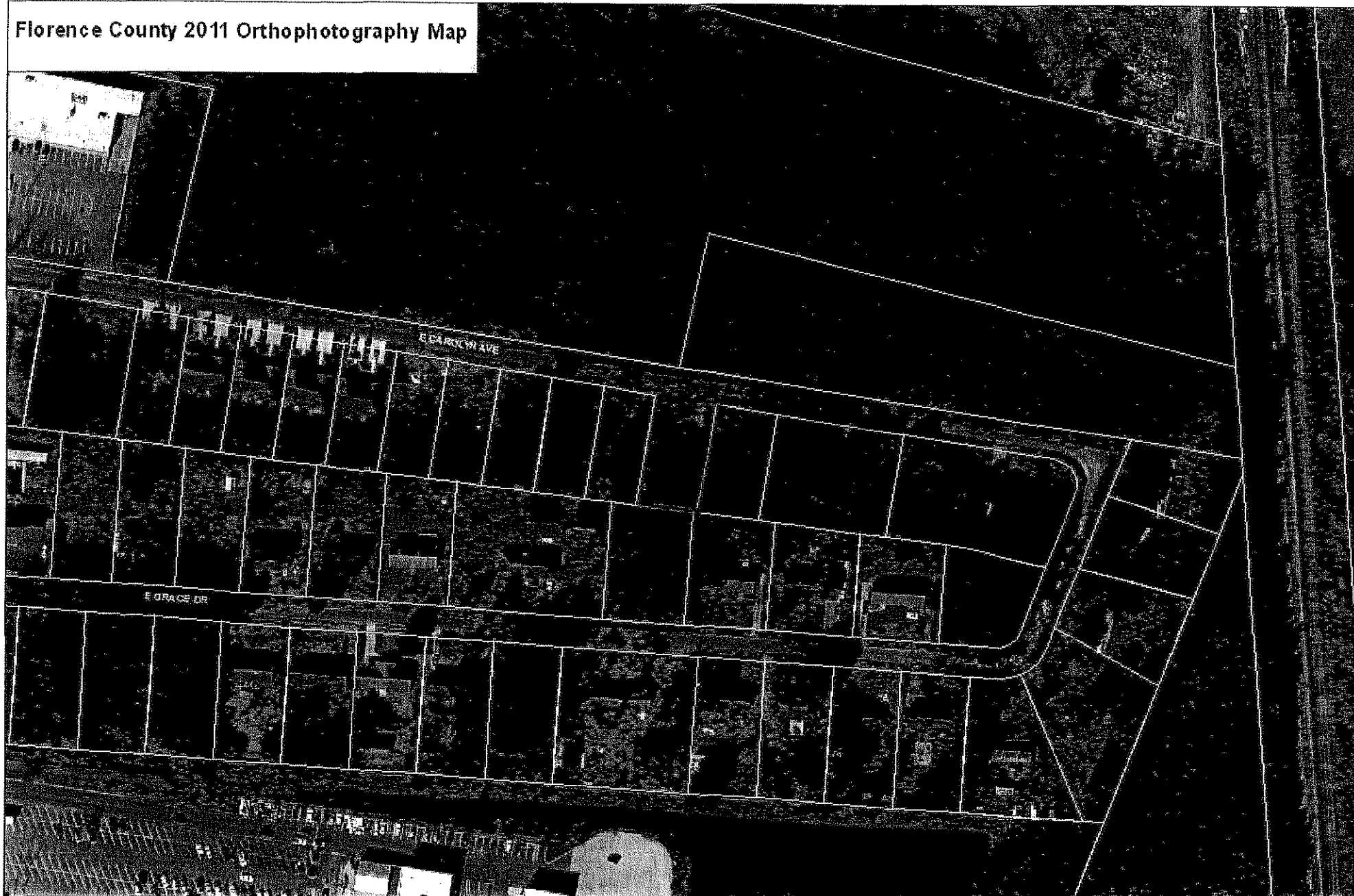
0 185 370

Map Prepared by: RWE740 Feet
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-21

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-21

FLORENCE COUNTY COUNCIL MEETING

Thursday, February 21, 2013

AGENDA ITEM: Ordinance No. 20-2012/13
Third Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Doulaveris Holdings, LLC. Located At 306 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 019; Consisting Of Approx. 0.518 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto.]
(Planning Commission *approved* 6 to 0; Council District 8)

POINTS TO CONSIDER:

1. The subject property is currently zoned B-3, General Commercial District.
2. Surrounding land uses consist of a mixture of vacant land and single-family residential zoned B-3, General Commercial District, R-3, Single-Family Residential District and R-4, Multi-Family Residential District, Limited.
3. The Comprehensive Plan currently designates the subject property as Commercial Growth and Preservation and currently the zoning amendment request to R-4 does not comply.
4. The zoning designation of R-4, Multi-Family Residential District, Limited for the subject property will comply with the Comprehensive Plan with the approval of the land use amendment request to Suburban Development.

OPTIONS:

1. *(Recommended)* Approve As Presented.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 20-2012/13
2. Staff report for PC#2012-19
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: November 27, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: November 27, 2012	this Ordinance was
Planning Commission Action	: November 27, 2012 [Approved: 6 to 0]	advertised for Public
First Reading/Introduction	: December 13, 2012	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: January 17, 2013	
Second Reading	: January 17, 2013	
Third Reading	: February 21, 2013	
Effective Date	: Immediately	

ORDINANCE NO. 20-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Doulaveris Holdings, LLC. Located At 306 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 019; Consisting Of Approx. 0.518 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on November 27, 2012.

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

1. Property located at 306 East Carolyn Avenue, Florence, bearing Tax Map 90095, Block 01, Parcel 019 is hereby rezoned to R-4, Multi-Family Residential District, Limited.
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

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, November 27, 2012
PC#2012-19
ORDINANCE NO. 20-2012/13**

SUBJECT: Rezoning request from B-3, General Commercial District to R-4, Multi-Family Residential District, Limited

LOCATION: Property is located at 306 E. Carolyn Avenue, Florence County

TAX MAP NUMBER: 90095, Block 01, Parcel 019

COUNCIL DISTRICT(S): 8; County Council

OWNER OF RECORD: Doulaveris Holdings, LLC.

APPLICANT: Doulaveris Holding, LLC.

LAND AREA: 0.518 Acres

WATER /SEWER AVAILABILITY: These services are provided by the City of Florence.

**ADJACENT WATERWAYS/
BODIES OF WATER:** There does not appear to be any waterway/body of water adjacent to the property.

FLOOD ZONE: The property is not located in a flood zone.

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
The subject property is currently single-family residential and zoned B-3, General Commercial District.
2. Proposed Land Use and Zoning:
The proposal is to rezone the subject property to R-4, Multi-Family Residential District, Limited.
3. Surrounding Land Use and Zoning:
North: Vacant/B-3/City of Florence
South: Single-Family Residential/R-3/Florence County
West: Single-Family Residential/R-4/Florence County
East: Single-Family Residential/B-3/Florence County

4. Transportation Access and Circulation:
Present access to the property is by way of Carolyn Avenue.
5. Traffic Review:
The rezoning of this property will not have an effect on traffic flow for the area.
6. Florence County Comprehensive Plan:
The subject property is currently located in a Commercial Growth and Preservation area according to the Comprehensive Plan Land Use map. The applicant is proposing to rezone this property to R-4. The request for the zoning amendment to R-4 does not presently comply with the Comprehensive Plan Land Use map. However, staff is moving forward with the request to amend the land use designation to Suburban Development. When the amendment is approved for the land use designation change, the zoning amendment of the subject property from B-3 to R-4 will be in compliance with the Comprehensive Plan Land Use map.
7. Chapter 30-Zoning Ordinance:
The intent of the R-4, Multi-Family Residential District, Limited is intended to promote and accommodate residential development consisting principally of single-family and two-family dwellings and related support uses.

STAFF RECOMMENDATION:

Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the land use amendment request approval.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 23, 2012:

Planning Commission deferred request until the next regularly scheduled meeting.

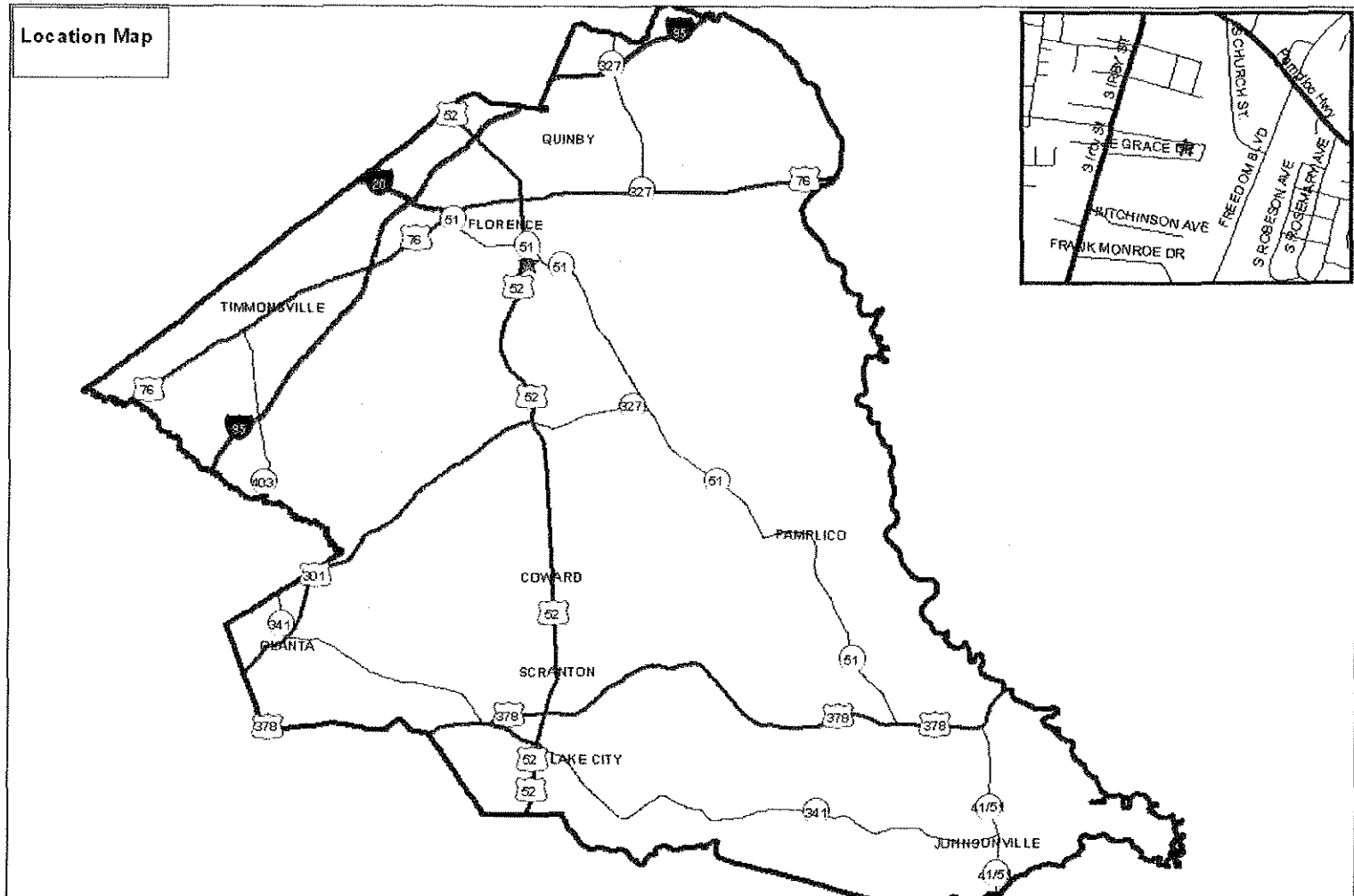
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, NOVEMBER 27, 2012:

The six Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the approval of the land use amendment request at the meeting held on November 27, 2012.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the zoning amendment request to Florence County Council based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the approval of the land use amendment request.

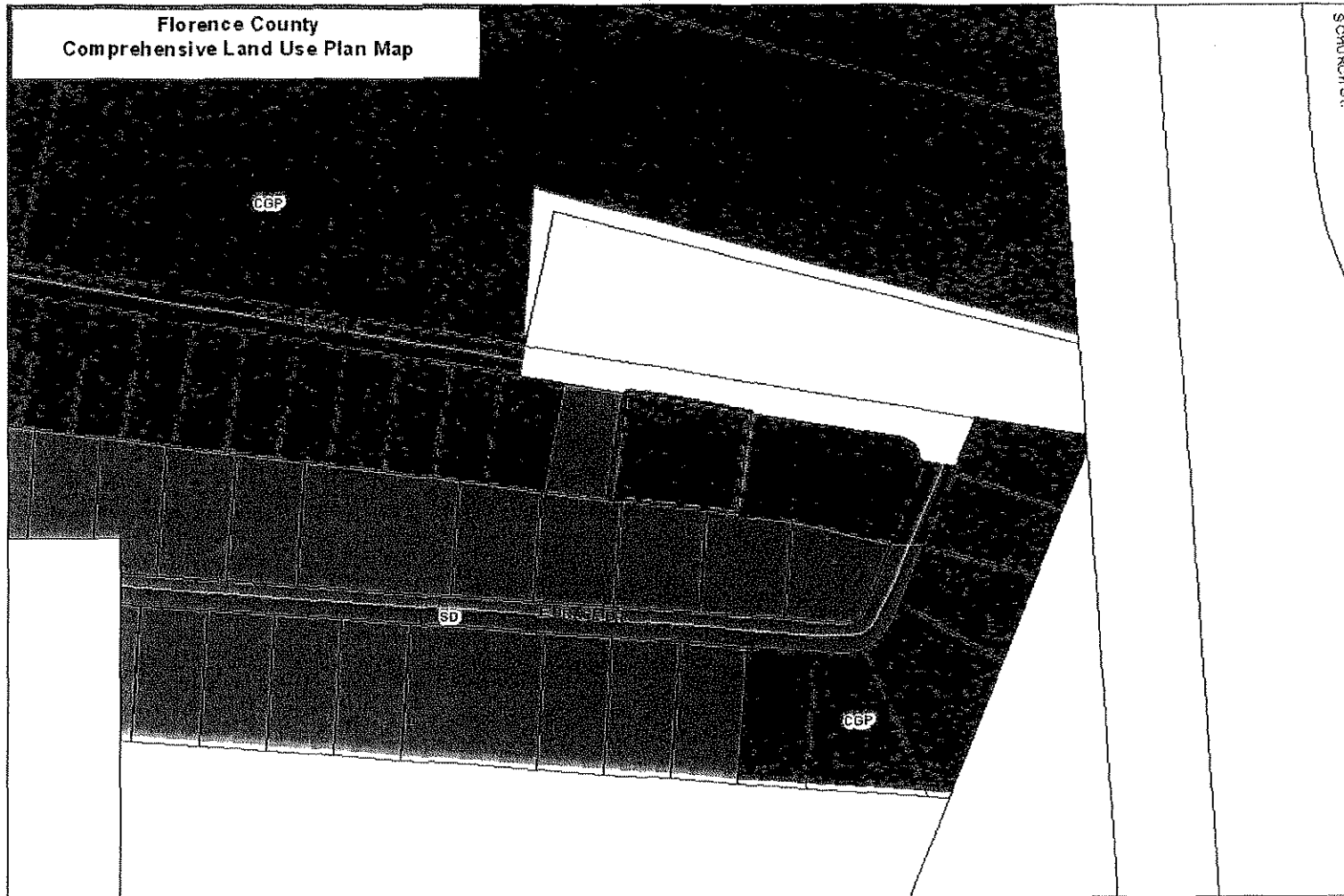
Location Map



Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
 PC#2012-19



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-19

Florence County Zoning Map

The map displays the following zoning districts and features:

- Zoning Districts:**
 - B-3:** Located in the upper right and lower right portions of the map.
 - R-3:** Located in the lower left and central portions of the map.
 - R-4:** Located in the upper left and central portions of the map.
- Major Roads:**
 - E Carolyn Ave:** A major road running diagonally across the upper portion of the map.
 - E Grace Dr:** A major road running horizontally across the lower portion of the map.
 - E Highway 160:** A major road running vertically along the right edge of the map.
- Inset Map:** Located in the top right corner, showing the county's location relative to neighboring areas and major highways.

Map Prepared by: RWB
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-19

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
10/25/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-19

FLORENCE COUNTY COUNCIL MEETING

Thursday, February 21, 2013

AGENDA ITEM: Ordinance No. 21-2012/13
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By James R. And Karen E. Kelly Located At 222 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 020; Consisting Of Approx. 0.262 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto.](Planning Commission approved 6 to 0; Council District 8)

POINTS TO CONSIDER:

1. The subject property is currently zoned B-3, General Commercial District.
2. Surrounding land uses consist of vacant land zoned B-3, General Commercial District, R-3, Single-Family Residential District and R-4, Multi-Family Residential District, Limited.
3. The Comprehensive Plan currently designates the subject property as Commercial Growth and Preservation and currently the zoning amendment request to R-4 does not comply.
4. The zoning designation of R-4, Multi-Family Residential District, Limited for the subject property will comply with the Comprehensive Plan with the approval of the land use amendment request to Suburban Development.

OPTIONS:

1. *(Recommended)* Approve As Presented.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 21-2012/13
2. Staff report for PC#2012-22
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: November 27, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: November 27, 2012	this Ordinance was
Planning Commission Action	: November 27, 2012 [Approved: 6 to 0]	advertised for Public
First Reading/Introduction	: December 13, 2012	Hearing
Committee Referral	: N/A	on _____.
County Council Public Hearing	: January 17, 2013	
Second Reading	: January 17, 2013	
Third Reading	: February 21, 2013	
Effective Date	: Immediately	

ORDINANCE NO. 21-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By James R. And Karen E. Kelly Located At 222 East Carolyn Avenue, Florence, As Shown On Florence County Tax Map No. 90095, Block 01, Parcel 020; Consisting Of Approx. 0.262 Acres From B-3, General Commercial District To R-4, Multi-Family Residential District, Limited; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on November 27, 2012.

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

1. Property located at 222 East Carolyn Avenue, Florence, bearing Tax Map 90095, Block 01, Parcel 020 is hereby rezoned to R-4, Multi-Family Residential District, Limited.
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

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, November 27, 2012
PC#2012-22
ORDINANCE NO. 21-2012/13**

SUBJECT: Rezoning request from B-3, General Commercial District to R-4, Multi-Family Residential District, Limited

LOCATION: Property is located at 222 E. Carolyn Avenue, Florence County

TAX MAP NUMBER: 90095, Block 01, Parcel 020

COUNCIL DISTRICT(S): 8; County Council

OWNER OF RECORD: James R. & Karen E. Kelly

APPLICANT: Florence County Planning Commission

LAND AREA: 0.262 acres

WATER /SEWER AVAILABILITY: These services are provided by the City of Florence.

**ADJACENT WATERWAYS/
BODIES OF WATER:** There does not appear to be any waterway/body of water adjacent to the property.

FLOOD ZONE: The property is not located in a flood zone.

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
The subject property is currently single-family residential and zoned B-3, General Commercial District.
2. Proposed Land Use and Zoning:
The proposal is to rezone the subject property to R-4, Multi-Family Residential District, Limited.
3. Surrounding Land Use and Zoning:
North: Vacant/B-3/City of Florence
South: Vacant/R-3/Florence County
West: Vacant/R-4/Florence County
East: Vacant/R-4/Florence County

4. Transportation Access and Circulation:
Present access to the property is by way of Carolyn Avenue.
5. Traffic Review:
The rezoning of this property will not have an effect on traffic flow for the area.
6. Florence County Comprehensive Plan:
The subject property is currently located in a Commercial Growth and Preservation area according to the Comprehensive Plan Land Use map. The applicant is proposing to rezone this property to R-4. The request for the zoning amendment to R-4 does not presently comply with the Comprehensive Plan Land Use map. However, staff is moving forward with the request to amend the land use designation to Suburban Development. When the amendment is approved for the land use designation change, the zoning amendment of the subject property from B-3 to R-4 will be in compliance with the Comprehensive Plan Land Use map.
7. Chapter 30-Zoning Ordinance:
The intent of the R-4, Multi-Family Residential District, Limited is intended to promote and accommodate residential development consisting principally of single-family and two-family dwelling, and related support uses.

STAFF RECOMMENDATION:

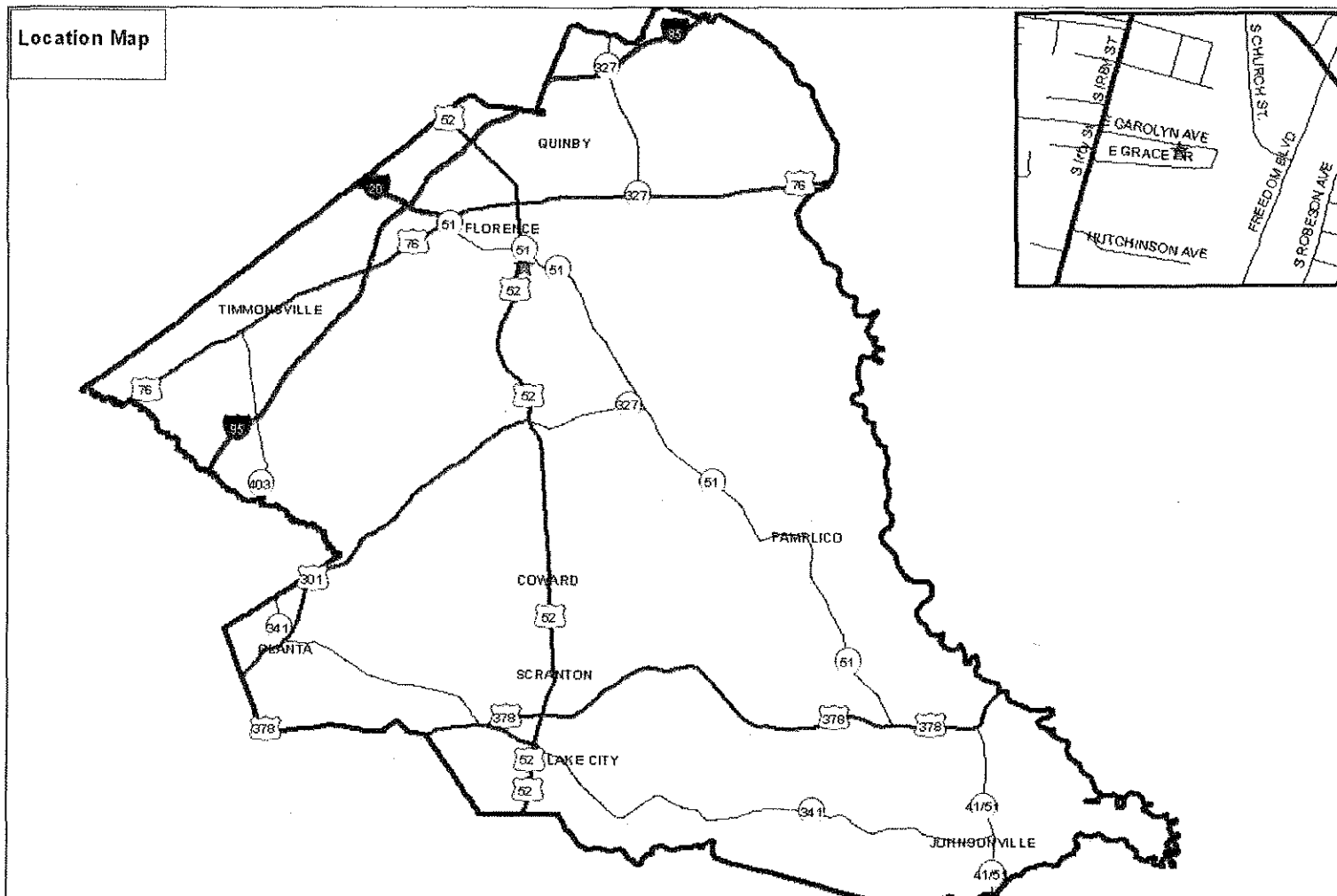
Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the land use amendment request approval.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, NOVEMBER 27, 2012:

The six Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the approval of the land use amendment request at the meeting held on November 27, 2012.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the zoning amendment request to Florence County Council based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the approval of the land use amendment request.

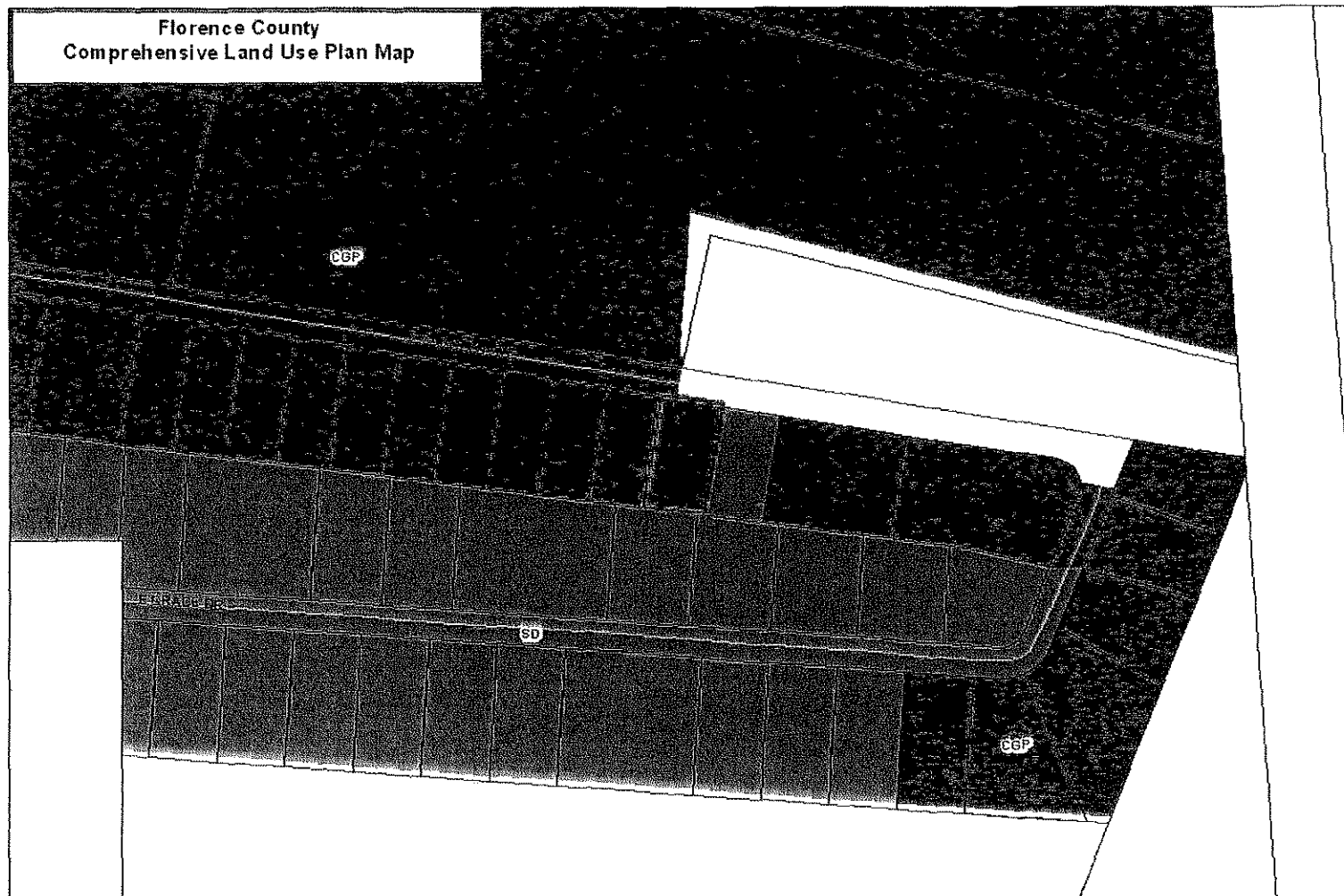


Location Map

Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 11/07/2012



COUNTY COUNCIL DISTRICT(S): 8
 PC#2012-22

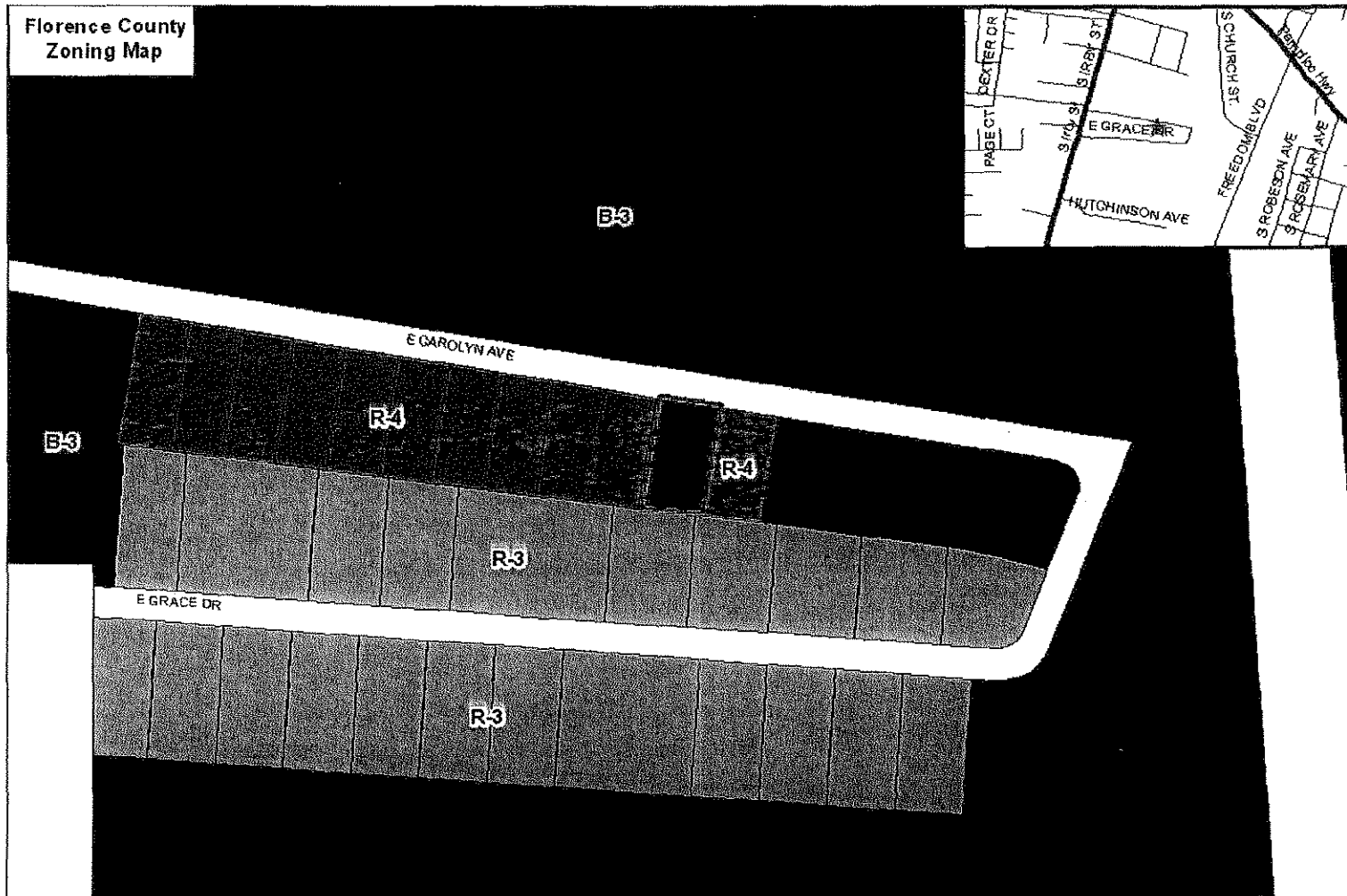


Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
11/07/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-22

Florence County
Zoning Map



0 185 370

Map Prepared by: RWE740 Feet
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
11/07/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-22

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
11/07/2012



COUNTY COUNCIL DISTRICT(S): 8
PC#2012-22

FLORENCE COUNTY COUNCIL MEETING

Thursday, February 21, 2013

AGENDA ITEM: Ordinance No. 22-2012/13
Third Reading

DEPARTMENT: Engineering Department / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management, Article 1. General, Division 2. General, Sec. 9.5-16, Finding Of Fact., Section (b)(2) and (c); And Other Matters Related Thereto.] *(Planning Commission approved 6-0: All Council Districts)*

POINTS TO CONSIDER:

1. Chapter 9.5 – Drainage and Stormwater Management Ordinance was adopted August 16, 2007.
2. The Planning Commission and Engineering Department staff developed the amendments to make the Ordinance compliant with the new National Pollutant Discharge Elimination System (NPDES) general permit.

OPTIONS:

1. *(Recommended)* Approve as Presented.
2. Provide an Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 22-2012/13
2. Staff report for PC#2012-23

Sponsor(s)	: Engineering Department	I, _____
Planning Commission Consideration	: November 27, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: November 27, 2012	Ordinance was advertised for
Planning Commission Action	: November 27, 2012	[Approved: 6-0] Public Hearing on _____.
First Reading/Introduction	: December 13, 2012	
Committee Referral	: N/A	
County Council Public Hearing	: January 17, 2013	
Second Reading	: January 17, 2013	
Third Reading	: February 21, 2013	
Effective Date	: Immediately	

ORDINANCE NO. 22-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Code, Chapter 9.5, Drainage And Stormwater Management, Article 1. General, Division 2. General, Sec. 9.5-16. Finding Of Fact., Section (b)(2) and (c); And Other Matters Related Thereto.]

WHEREAS:

1. Chapter 9.5 - Drainage and Stormwater Management was adopted into the Florence County Code of Ordinances on August 16, 2007; and
2. The South Carolina Department of Health and Environmental Control (SCDHEC) issued an update to the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Activities on October 15, 2012; and
3. The Florence County Code of Ordinances must be maintained as compliant with the current NPDES permit.

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

1. The Florence County Code, Chapter 9.5, Drainage and Stormwater Management, Article 1. General, Division 2. General, Sec. 9.5-16. Finding Of Fact., Section (b)(2) and (c) is hereby amended to read as follows:

Sec. 9.5-16. - Finding of fact.

- (a) The county council finds and declares that the matters set forth in the recitals hereof are in all respects correct.
- (b) The county is required by federal law [33 U.S.C 1342(p) and 40 CFR 122.261] to obtain a NPDES permit from the South Carolina Department of Health and Environmental Control (SCDHEC) for stormwater discharges from the Florence County Stormwater System. The NPDES permit requires the county to impose controls to reduce the discharge of pollutants in stormwater to the maximum extent practicable using management practices, control techniques and system, design and engineering methods, and such other provisions that are determined to be appropriate for the control of such pollutants. The permit should be in compliance with the following, except as modified by more stringent requirements of this chapter:

- (1) Standards of Stormwater Management and Sediment Reduction Regulation 72-305 "Permit Application and Approval Process" and 72-307 "Specific Design Criteria, Minimum Standards, and Specifications".
 - (2) NPDES General Permit for Stormwater Discharges from Construction Activities [Permit No. SCR100000].
 - (3) NPDES General Permit for Stormwater Discharges from Regulated Small Municipal Separate Storm Sewer Systems (MS4s) [Permit. No. SCR03000].
- (c) Additionally, certain facilities that discharge stormwater associated with an industrial activity, including land-disturbing activities, are required to obtain their own respective NPDES permits. Also, the South Carolina Stormwater Management and Sediment Reduction Act [S.C. Code 48-14-10 et seq.] requires the county to obtain a permit for certain land-disturbing activities.
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:

Connie Y. Haselden, Council Clerk

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

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, November 27, 2012
PC#2012-23
ORDINANCE NO. 22-2012/13**

SUBJECT: Request for text amendments to the Florence County Code, Chapter 9.5, Drainage and Stormwater Management, Section 9.5-16 (b), Finding of Fact, Purpose of the amendment is to update the current ordinance to be compliant with the new NPDES General permit.

APPLICANT: Florence County Engineering Department

STAFF ANALYSIS:

South Carolina Department of Health and Environmental Control (SCDHEC) issued an update to the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Activities on October 15, 2012.

Chapter 9.5 Drainage and Stormwater Management the Florence County Code of Ordinances will need to be amended in order to be in compliance with the revised NPDES permit.

The Florence County Code, Chapter 9.5, Drainage and Stormwater Management, Section 9.5-16 (b), The text amendments shall read as follows:

Sec. 9.5-16. – Finding of fact.

- a) The county council finds and declares that the matters set forth in the recitals hereof are in all respects correct.
- b) The county is required by federal law [33 U.S.C 1342(p) and 40 CFR 122.261] to obtain a NPDES permit from the South Carolina Department of Health and Environmental Control (SCDHEC) for stormwater discharges from the Florence County Stormwater System. The NPDES permit requires the county to impose controls to reduce the discharge of pollutants in stormwater to the maximum extent practicable using management practices, control techniques and system, design and engineering methods, and such other provisions that are determined to be appropriate for the control of such pollutants. The permit should be in compliance with the following, except as modified by more stringent requirements of this chapter:
 - 1) Standards of Stormwater Management and Sediment Reduction Regulation 72-305 "Permit Application and Approval Process" and 72-307 "Specific Design Criteria, Minimum Standards, and Specifications".
 - 2) NPDES General Permit for Stormwater Discharges from ~~Large and Small~~ Construction Activities [Permit No. SCR100000].

3) NPDES General Permit for Stormwater Discharges from Regulated Small Municipal Separate Storm Sewer Systems (MS4s) [Permit. No. SCR03000].

- c) Additionally, certain facilities that discharge stormwater associated with an industrial activity, including land-disturbing activities, are required to obtain their own respective NPDES permits. Also, the South Carolina Stormwater Management and Sediment Reduction Act [S.C. Code 48-14-10 et seq.] requires the county to obtain a permit for certain land-disturbing activities.

Florence County Planning Commission Action: November 27, 2012:

The six Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Drainage and Stormwater Management Ordinance.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to Florence Council in order to keep County Ordinances current and accurate.

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Third Reading - Ordinance No. 23-2012/13

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement Between Florence County, South Carolina And QVC, Inc.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 23-2012/13.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 23-2012/13 And Associated Agreement

Sponsor(s) : Economic Development
 First Reading : December 13, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : January 17, 2013
 Second Reading : January 17, 2013
 Third Reading : February 21, 2013
 Effective Date : Immediately

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

ORDINANCE NO. 23-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing The Execution And Delivery Of A Special Source Revenue Credit Agreement Between Florence County, South Carolina And QVC, Inc.)

Be it ordained by the Council of Florence County, South Carolina:

Section 1. (a) The Council finds and determines that:

(1) QVC, Inc., a Delaware corporation ("QVC"), has established a distribution facility in Florence County (the "County"), representing a capital investment in land, buildings, and personal property in a total amount exceeding \$100,000,000 (the "Project");

(2) The Project is currently located in a multi-county business or industrial park pursuant to S.C. Code Ann. 4-1-170 et seq. (the "MCBP Act"); and

(3) QVC and the County entered into a Fee Agreement dated February 2, 2006 (the "Fee Agreement"). Under the Fee Agreement, the County permitted QVC to pay a fee in lieu of taxes on with respect to QVC's qualified investments in the Project made during the five-year Investment Period (as defined in the Fee Agreement). On or about December 13, 2012, the County extended the Investment Period by an additional five years. QVC may make additional investments in the County from time to time (collectively, the "Expansion Project") during the Investment Period under the Fee Agreement.

(4) In order to encourage QVC to make such additional investments in the County, the County desires to provide QVC with a special source revenue credit pursuant to S.C. Code Ann. Section 4-29-68 and 4-1-175 of the MCBP Act upon the total investment in the Project reaching certain investment thresholds.

(5) The purposes to be accomplished by the inducement of the Expansion Project are proper governmental and public purposes and the inducement of the Expansion Project within the State of South Carolina is of paramount importance and the benefits of the Expansion Project are greater than the cost, and the Project is anticipated to benefit the general public welfare of the County in that the proposed Expansion Project will increase the County's tax base, and will provide and/or maintain services, employment, and other public benefits not otherwise provided locally, and the Expansion Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

(b) It is the purpose of this ordinance to more specifically provide for the inducements offered to QVC by authorizing and approving a Special Source Revenue Credit Agreement which provides for special source revenue credits against fee in lieu of tax payments generated by the Expansion Project.

Section 2. The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Florence County, to execute, acknowledge, and deliver a Special Source Revenue Credit Agreement by and between QVC and Florence County (the "Credit Agreement"). The Clerk to Council is authorized to attest the execution of the Credit Agreement by the County officials. The form of the Credit Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Credit Agreement are incorporated into this ordinance as if the Credit Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Credit Agreement and all of its terms, provisions and conditions. The Credit Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Credit Agreement.

Section 3. The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized to execute, deliver and receive any other agreements and documents as may be required in order to carry out, give effect to, and consummate the transactions contemplated by the Credit Agreement.

Section 4. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Florence County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

James T. Schofield, Chairman
Florence County Council

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

Exhibit A to Ordinance No. 23-2012/13

**Special Source Revenue Credit Agreement by and between
QVC, Inc. and Florence County**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

FLORENCE COUNTY, SOUTH CAROLINA

and

QVC, INC.

Dated as of January 1, 2013

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of January 1, 2013 (the "Agreement"), between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and QVC, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company may invest additional capital over the next five (5) years in its distribution facility ("Facility") located in the County (the "Expansion Project"); and

WHEREAS, the County and Williamsburg County established a joint industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint Industrial and Business Park, dated February 6, 2006, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution (the "Park Agreement"); and

WHEREAS, the Facility is included in the Park Agreement; and

WHEREAS, pursuant to the provisions of the Park Agreement, as amended, the Company's payments in lieu of taxes are distributed to Williamsburg County (the "Williamsburg Fee Payments") and to the County (the "Florence Fee Payments"); and

WHEREAS, the County has agreed to provide special source revenue credits against the Florence Fee Payments as further provided herein, subject to the terms and conditions below; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on February 21, 2013, , following a public hearing held on January 17, 2013, in compliance with the terms of the Act.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"*Act*" shall mean, collectively, Title 4, Chapter 29 and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Company*" shall mean QVC, Inc. and its successors and assigns.

"*Cost*" or "*Cost of the Infrastructure*" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"*County*" shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"*Company*" shall mean QVC, Inc., a Delaware corporation.

"*Event of Default*" shall mean, with reference to this Agreement, any of the occurrences described in Section 5.01 hereof.

"*Florence Fee Payments*" shall mean payments in lieu of taxes allocated to and retained by the County with respect to the Expansion Project as provided by the Park Agreement.

"*Infrastructure*" shall mean the Expansion Project's infrastructure (whether located on or off the Property), and improved and unimproved real estate and personal property including machinery and equipment used in the operation of the Expansion Project, all as defined and permitted under the Act.

"*Ordinance*" shall mean the ordinance enacted by the County Council on February 21, 2013, authorizing the execution and delivery of this Agreement.

"*Park*" shall mean the Joint Industrial and Business Park established pursuant to the terms of the Park Agreement.

"*Park Agreement*" shall mean the Agreement for the Development of a Joint Industrial and Business Park, dated February 6, 2006, between the County and Williamsburg County, as amended or supplemented.

"*Person*" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"*Special Source Revenue Credits*" or "*Credits*" shall mean the credit to the Company's fee in lieu of tax payments in the amounts set forth in Section 3.02 hereof in accordance with the Act.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County desires to provide a special source revenue credit, as more particularly described in Section 3.02, against the fee-in-lieu of tax liability of the Company for the Expansion Project, the effect of which is to reimburse the Company, to the extent of the credit, for the cost to the Company for the acquisition and construction of the Infrastructure, all for the purpose of promoting the economic development of Florence County, South Carolina.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) The Company has invested in excess of \$100,000,000 in the County at the Facility.

SECTION 2.03. Covenants of County.

(a) The County covenants that it will at all times maintain its corporate existence and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all costs of the Infrastructure to be financed as and when due. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications developed by the Company from time to time during the period commencing with the date hereof and ending on December 31, 2017. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits.

(a) The County hereby provides a credit equal to a percentage of the fee in lieu of tax payments derived from the Expansion Project commencing at the time that and for as long as the Total Capital Expenditures of the Company (without regard to depreciation) are as follows:

<u>Total Capital Expenditures</u>	<u>Annual SSRC Percentage</u>
Less than \$100,000,000	0%
Over \$100,000,000 up to \$125,000,000	10%
Over \$125,000,000 up to \$150,000,000	15%
Over \$150,000,000 up to \$160,000,000	30%
Over \$160,000,000	45%

“Total Capital Expenditures” shall mean the total gross costs as reported each year on the Company’s PT-300 Property Return. The Credits shall be applied against the amount due by the Company to the County by deducting such amount from the property or fee in lieu of tax bill to the Company. For the avoidance of doubt, Total Capital Expenditures include all capital expenditures of the Company commencing with property tax year 2007.

For example, and by way of example only, if the Company's Total Capital Expenditures are \$125,000,000, the Company would be entitled to a credit of 10% against the fee in lieu of tax payments derived from \$25,000,000. If the Company's Total Capital Expenditures subsequently reach \$150,000,000, the Company would be entitled to a 15% credit against the fee in lieu of tax payments derived from \$50,000,000.

The Credits shall continue through December 31, 2036. Should, in any given year, the Total Capital Expenditures drop below \$100,000,000, there shall be no Credit until such time as the Total Capital Expenditures again reach a level where a Credit is applicable.

(b) In case the foregoing paragraph is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Company with a credit in an amount and for a term that is valid pursuant to such court ruling.

(c) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FLORENCE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Florence Fee Payments received from the Company. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Florence Fee Payments received from the Company.

ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. (a) Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Expansion Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Expansion Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide Special Source Revenue Credits to the Company, or its assignee of such payments, under this Agreement, as long as the required Total Capital Expenditures are maintained by the Company or its assignee.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

ARTICLE V DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If either party shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which failure shall continue for a period of 30 days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by registered mail, return receipt requested, such party shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;

(d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company; or

(e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Legal Proceedings by the County. Upon the happening and continuance of any Event of Default by the Company, then and in every such case the County in its discretion may (a) enforce its rights under Section 3.02(a) of this Agreement in case of a failure to meet the

investment requirement; or (b) in case of a failure to pay fee in lieu of tax payments or ad valorem taxes, enforce its rights as are provided by South Carolina law.

SECTION 5.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.05. Nonwaiver. No delay or omission of the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Credits or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Florence County, South Carolina
Attn: Florence County Administrator
180 North Irby Street, MSC-G
Florence, SC 29501

with a copy to: D. Malloy McEachin, Jr., Esq.
2117-C West Palmetto Street
Florence, SC 29501

(b) if to the Company: QVC, INC.
Attn: Mr. Lawrence R. Hayes
1200 Wilson Drive
West Chester, PA 19380

and Mr. Richard Henrich
1200 Wilson Drive
West Chester, PA 19380

with a copy to: Haynsworth Sinkler Boyd, P.A.
Attn: Edward G. Kluiters
1201 Main Street, Suite 2200
Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Florence County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and QVC has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

K. G. "Rusty" Smith, Jr. Chair, County Council

Wesley Grier, Secretary, County Council

(County seal)

ATTEST:

Connie Y. Haselden, Clerk to Council

QVC, INC.

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land situate, lying and being in the County of Florence, State of South Carolina containing 262.87 acres as shown and set forth on that certain Plat of the same prepared for Alliance Consulting Engineers, Inc. by Nesbitt Surveying Co., Inc. dated December 1, 2005 and recorded December 12, 2005 in Plat Book 88 at Page 47, Florence County Records. This property is shown on the aforementioned Plat to be divided into two Tracts, namely Tract 1 (containing 261.39 acres) and Tract 2 (containing 1.48 acres), both of which are conveyed hereby; and it is bounded generally on the Northwest by the right-of-way of State Road S21-343, also known as TV Road or North Irby Street; on the Northeast by the run of Black Creek; on the Southeast by the run of an unnamed creek; and on the Southwest by the centerline of the old roadbed of State Road S21-358 and the right-of-way of State Road S21-26, also known as East McIver Road, all as shown on the aforementioned Plat, to which further reference is craved for a more complete and accurate description.

This being the same property conveyed to the Grantor by Deed of Nell Montgomery Kuker, having been recorded August 16, 1974 in Deed Book A-142, page 843 in the office of the Clerk of Court for Florence County.

Tax Map Number 00174-01-005

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

between

FLORENCE COUNTY, SOUTH CAROLINA

and

QVC, INC.

Dated as of January 1, 2013

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of January 1, 2013 (the "Agreement"), between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and QVC, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the Company may invest additional capital over the next five (5) years in its distribution facility ("Facility") located in the County (the "Expansion Project"); and

WHEREAS, the County and Williamsburg County established a joint industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint Industrial and Business Park, dated February 6, 2006, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution (the "Park Agreement"); and

WHEREAS, the Facility is included in the Park Agreement; and

WHEREAS, pursuant to the provisions of the Park Agreement, as amended, the Company's payments in lieu of taxes are distributed to Williamsburg County (the "Williamsburg Fee Payments") and to the County (the "Florence Fee Payments"); and

WHEREAS, the County has agreed to provide special source revenue credits against the Florence Fee Payments as further provided herein, subject to the terms and conditions below; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on February 21, 2013, following a public hearing held on January 17, 2013, in compliance with the terms of the Act.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"*Act*" shall mean, collectively, Title 4, Chapter 29 and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, and all future acts amendatory thereof.

"*Agreement*" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"*Company*" shall mean QVC, Inc. and its successors and assigns.

"*Cost*" or "*Cost of the Infrastructure*" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"*County*" shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"*Company*" shall mean QVC, Inc., a Delaware corporation.

"*Event of Default*" shall mean, with reference to this Agreement, any of the occurrences described in Section 5.01 hereof.

"*Florence Fee Payments*" shall mean payments in lieu of taxes allocated to and retained by the County with respect to the Expansion Project as provided by the Park Agreement.

"*Infrastructure*" shall mean the Expansion Project's infrastructure (whether located on or off the Property), and improved and unimproved real estate and personal property including machinery and equipment used in the operation of the Expansion Project, all as defined and permitted under the Act.

"*Ordinance*" shall mean the ordinance enacted by the County Council on February 21, 2013, authorizing the execution and delivery of this Agreement.

"*Park*" shall mean the Joint Industrial and Business Park established pursuant to the terms of the Park Agreement.

"*Park Agreement*" shall mean the Agreement for the Development of a Joint Industrial and Business Park, dated February 6, 2006, between the County and Williamsburg County, as amended or supplemented.

"*Person*" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"*Special Source Revenue Credits*" or "*Credits*" shall mean the credit to the Company's fee in lieu of tax payments in the amounts set forth in Section 3.02 hereof in accordance with the Act.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County desires to provide a special source revenue credit, as more particularly described in Section 3.02, against the fee-in-lieu of tax liability of the Company for the Expansion Project, the effect of which is to reimburse the Company, to the extent of the credit, for the cost to the Company for the acquisition and construction of the Infrastructure, all for the purpose of promoting the economic development of Florence County, South Carolina.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) The Company has invested in excess of \$100,000,000 in the County at the Facility.

SECTION 2.03. Covenants of County.

(a) The County covenants that it will at all times maintain its corporate existence and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all costs of the Infrastructure to be financed as and when due. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications developed by the Company from time to time during the period commencing with the date hereof and ending on December 31, 2017. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits.

(a) The County hereby provides a credit equal to a percentage of the fee in lieu of tax payments derived from the Expansion Project commencing at the time that and for as long as the Total Capital Expenditures of the Company (without regard to depreciation) are as follows:

<u>Total Capital Expenditures</u>	<u>Annual SSRC Percentage</u>
Less than \$100,000,000	0%
Over \$100,000,000 up to \$125,000,000	10%
Over \$125,000,000 up to \$150,000,000	15%
Over \$150,000,000 up to \$160,000,000	30%
Over \$160,000,000	45%

"Total Capital Expenditures" shall mean the total gross costs as reported each year on the Company's PT-300 Property Return. The Credits shall be applied against the amount due by the Company to the County by deducting such amount from the property or fee in lieu of tax bill to the Company. For the avoidance of doubt, Total Capital Expenditures include all capital expenditures of the Company commencing with property tax year 2007.

For example, and by way of example only, if the Company's Total Capital Expenditures are \$125,000,000, the Company would be entitled to a credit of 10% against the fee in lieu of tax payments derived from \$25,000,000. If the Company's Total Capital Expenditures subsequently reach \$150,000,000, the Company would be entitled to a 15% credit against the fee in lieu of tax payments derived from \$50,000,000.

The Credits shall continue through December 31, 2036. Should, in any given year, the Total Capital Expenditures drop below \$100,000,000, there shall be no Credit until such time as the Total Capital Expenditures again reach a level where a Credit is applicable.

(b) In case the foregoing paragraph is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Company with a credit in an amount and for a term that is valid pursuant to such court ruling.

(c) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FLORENCE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Florence Fee Payments received from the Company. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Florence Fee Payments received from the Company.

ARTICLE IV CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. (a) Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Expansion Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Expansion Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide Special Source Revenue Credits to the Company, or its assignee of such payments, under this Agreement, as long as the required Total Capital Expenditures are maintained by the Company or its assignee.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

ARTICLE V DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If either party shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which failure shall continue for a period of 30 days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by registered mail, return receipt requested, such party shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) by action or suit in equity require the County to account as if it were the trustee of an express trust for the Company;

(d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company; or

(e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Legal Proceedings by the County. Upon the happening and continuance of any Event of Default by the Company, then and in every such case the County in its discretion may

(a) enforce its rights under Section 3.02(a) of this Agreement in case of a failure to meet the

investment requirement; or (b) in case of a failure to pay fee in lieu of tax payments or ad valorem taxes, enforce its rights as are provided by South Carolina law.

SECTION 5.04. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.05. Nonwaiver. No delay or omission of the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Credits or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Florence County, South Carolina
Attn: Florence County Administrator
180 North Irby Street, MSC-G
Florence, SC 29501

with a copy to: D. Malloy McEachin, Jr., Esq.
2117-C West Palmetto Street
Florence, SC 29501

(b) if to the Company: QVC, INC.
Attn: Mr. Lawrence R. Hayes
1200 Wilson Drive
West Chester, PA 19380

and Mr. Richard Henrich
1200 Wilson Drive
West Chester, PA 19380

with a copy to: Haynsworth Sinkler Boyd, P.A.
Attn: Edward G. Klueters
1201 Main Street, Suite 2200
Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section 6.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Florence County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and QVC has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

James T. Schofield, Chair, County Council

(County seal)

ATTEST:

Connie Y. Haselden, Clerk to Council

QVC, INC.

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land situate, lying and being in the County of Florence, State of South Carolina containing 262.87 acres as shown and set forth on that certain Plat of the same prepared for Alliance Consulting Engineers, Inc. by Nesbitt Surveying Co., Inc. dated December 1, 2005 and recorded December 12, 2005 in Plat Book 88 at Page 47, Florence County Records. This property is shown on the aforementioned Plat to be divided into two Tracts, namely Tract 1 (containing 261.39 acres) and Tract 2 (containing 1.48 acres), both of which are conveyed hereby; and it is bounded generally on the Northwest by the right-of-way of State Road S21-343, also known as TV Road or North Irby Street; on the Northeast by the run of Black Creek; on the Southeast by the run of an unnamed creek; and on the Southwest by the centerline of the old roadbed of State Road S21-358 and the right-of-way of State Road S21-26, also known as East McIver Road, all as shown on the aforementioned Plat, to which further reference is craved for a more complete and accurate description.

This being the same property conveyed to the Grantor by Deed of Nell Montgomery Kuker, having been recorded August 16, 1974 in Deed Book A-142, page 843 in the office of the Clerk of Court for Florence County.

Tax Map Number 00174-01-005

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Third Reading - Ordinance No. 24-2012/13

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Florence County Code Chapter 27, Public Roads And Ways, To Establish Procedures For The Abandonment And Closure Of Public Roads And Right-Of-Ways, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 24-2012/13.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 24-2012/13.

Sponsor(s) : County Council
First Reading/Introduction : December 13, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : January 17, 2013
Second Reading : January 17, 2013
Third Reading : February 21, 2013
Effective Date : Immediately

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

ORDINANCE NO. 24-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend Florence County Code Chapter 27, Public Roads And Ways, To Establish Procedures For The Abandonment And Closure Of Public Roads And Right-Of-Ways, And Other Matters Relating Thereto.)

WHEREAS:

1. Currently, there are no policies and procedures relating to the abandonment and closure of public roads and right-of-ways outlined in the Florence County Code; and
2. To ensure clarity and consistency in the processing of requests for road abandonment and closure, Council seeks to establish the policies and procedures set forth herein.

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

1. Florence County Code, Chapter 27, Public Roads and Ways, is hereby amended with the insertion of the language attached hereto and incorporated by reference.
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

James T. Schofield, Chairman
COUNCIL VOTE:

OPPOSED:

ABSENT:

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

Chapter 27 – Public Roads and Ways
Article V – Abandonment and Closure of Public Roads and Right-of-Ways

Sec. 27-65. Purpose

The purpose of this article is to establish policies and procedures relating to the abandonment and or closure of public roads and right-of-ways with the County.

Sec. 27-66. Policies and procedures for road closure.

1. Submission of application for road closure.

- a. An application for proposed road closure shall be submitted to the Florence County Public Works Department. The application must be accompanied by a \$250 non-refundable processing fee, made payable to Florence County Public Works Department and the application must be filled out completely and include:
 - i. Name, address and telephone number of the person making the request for closure.
 - ii. Specific portion of the roadway requested to be closed shown on a tax map or plat.
 - iii. Short statement of the reason why the closure is requested. The application shall be signed by the abutting property owners and owners of all property who use the road as their only means of ingress/egress to their property. **THERE MUST BE 100% PARTICIPATION OF ALL ADJACENT PROPERTY OWNERS.** Property owners who sign the application for road closure acknowledge that their participation will indicate their release and indemnification of the County from any duty to maintain the closed portion of the road.
- b. After receiving the application for road closure, the Public Works Department, with input from the EMS, Planning and Emergency Management Departments, will review the application to verify all property owner signatures, visit the site and conduct a thorough investigation, adequate to determine the following:
 - i. Whether the road in question is or ever has been a county road;
 - ii. Whether the road is still in general public use;
 - iii. Whether the county has any documentation relating to the status of the road, such as a dedication of right-of-way, easement or deed;
 - iv. Whether the road is subject to a prescriptive easement;
 - v. Whether there is any other information that would assist County Council in determining whether the best interests of the county shall be served by consenting to the closure of the road or by not so consenting.
- c. Following the investigation, the Public Works Department will submit to the County Administrator or his designee, copies of all the pertinent information used for the review. If the Public Works Department makes a recommendation to disapprove the application, the application will not be presented for Council consideration. If the Public Works Department

makes a recommendation approving the application for road closure, the County Administrator and/or his designee will further review the matter prior to Council consideration.

2. Decision to approve application for road abandonment and closure.

The County Administrator will determine if the matter should move forward for Council consideration. If the application is approved for Council consideration, the County Administrator will direct the Public Works Department to post, at least fifteen (15) days prior to the next Council meeting, a Notice of Public Hearing sign on the roadway proposed to be closed. Additionally, A Notice of Public Hearing will appear in a newspaper of general circulation at least fifteen (15) days prior to the next Council meeting. The sign and newspaper advertisement will give notice to the fact that, at the next County Council meeting, a public hearing will be held to receive all written and oral presentations in favor and opposition to the road closure.

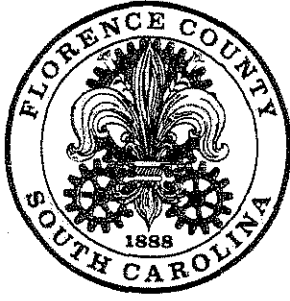
3. Public hearing; Council vote.

- a. At the Public Hearing, members of the public will have the opportunity to appear and make comments in favor of, or in opposition to the proposed road closure. The person making the application for road closure will be afforded an opportunity to state his/her position. At the close of the public hearing, the County Council will discuss the application and vote on a Resolution to approve or disapprove the application for road abandonment and closure.
- b. If the Council votes to approve the application for road abandonment and closure, the County will cease maintenance of the specific portion of the road requested to be closed and relinquish its prescriptive use of the road. Any road that is closed will not be returned to the county maintenance system without approval by the majority of the County Council.
- c. The individuals requesting the abandonment of maintenance and closure of the road, at no cost to the county, must have a registered land surveyor survey the property to be abandoned. The survey must be prepared and approved and in a recordable form. The applicants shall state that the property owners release and indemnify the county from any duty to maintain the road. At the recommendation of the county engineer, the county administrator shall have the authority to act on an application that involves a dead-end road; County Council shall have the authority to approve the application under all other circumstances. If the application is approved, the county engineer may require the property owners to place an appropriate sign alongside or at the end of the road.
- d. If it is determined by the county's planning department and public works department that the right-of-way will not be utilized by the county for road purposes, county council may approve a quit-claim deed conveying the county's interest to the owners of the adjoining property. Unless the owners of the adjoining property agree to another division, each may acquire that portion of the right-of-way adjacent to his/her property on his/her side of the right-of-way's centerline. The grantee(s) of the quit-claim deed(s) shall be responsible for preparing the deed(s) prior to county council's consideration of the request. Upon approval and execution of the deed(s), the grantee(s) shall be responsible for recording the deed(s) in the office of the register of deeds and for returning a filed copy to the office of the county attorney. The county council may require the grantee(s) to pay up to the fair market value, as determined by the county assessor's office, in exchange for the conveyance of the right-of-way. Upon recordation of the deed, the county assessor's office shall adjust the appraisal of the adjoining parcels to reflect the value of the additional property.

Sec. 27-67.

In the event that County Council resolves not to close a county road any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with Section 57-9-10, et. seq. of the State Code of Laws. The petition shall name the county as a respondent. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful.

DRAFT



FLORENCE COUNTY

ROAD ABANDONMENT APPLICATION

APPLICANT:

NAME _____

ADDRESS _____

PHONE: (HOME) _____ (WORK) _____

APPLICANT'S SIGNATURE _____

PROPOSED ROAD ABANDONMENT:

ROAD NAME _____

COUNCIL DISTRICT _____ ROAD NUMBER _____

BRIEFLY DESCRIBE PORTION OF ROADWAY TO BE ABANDONED

REASON FOR ABANDONMENT:

(This application must be accompanied by a \$250 non-refundable processing fee - check or money order)

For Office Use Only (To be completed by Public Works Department)

Date Received: _____

Fee Paid: _____

Received By: _____

Date review completed: _____ Reviewed by: _____

Date Sent to Administration: _____

THERE MUST BE 100% PARTICIPATION OF ALL ADJACENT PROPERTY OWNERS AND ALL PROPERTY OWNERS MUST SIGN THE APPLICATION. YOUR PARTICIPATION RELEASES AND INDEMNIFIES THE COUNTY FROM ANY DUTY TO MAINTAIN THE ROAD.

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

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NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

NAME (print and sign) _____

ADDRESS _____

PHONE (HOME) _____ (WORK) _____

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Ordinance No. 25-2012/13 – Third Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Amend Florence County Code Chapter 2, Administration, Article VI, Organization And Rules Of The Florence County Council, Section 2-248. Reading Of Ordinances, Resolutions And Appointments; Section 2-249. Revenue Measures To Be Referred To Committee On County Administration And Finances; And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 25-2012/13.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 25-2012/13

Sponsor(s) : County Council
First Reading/Introduction : December 13, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : January 17, 2013
Second Reading : January 17, 2013
Third Reading : February 21, 2013
Effective Date : Immediately

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

ORDINANCE NO. 25-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend Florence County Code Chapter 2, Administration, Article VI, Organization And Rules Of The Florence County Council, Section 2-248. Reading Of Ordinances, Resolutions And Appointments; Section 2-249. Revenue Measures To Be Referred To Committee On County Administration And Finances; And Other Matters Related Thereto.)

WHEREAS:

The Florence County Council has determined that sections of the Code which relate to the referring of ordinances to a committee needed some clarification.

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

1. Florence County Code Chapter 2, Administration, Article VI, Organization and Rules of the Florence County Council, Division 2, Meetings of the Council, Section 248, Reading of ordinances, resolutions and appointments, Sub-section 5, Introduction and required readings of ordinances, is hereby deleted in its entirety and replaced with the following language:

(5) *Required readings of ordinances.*

(a) *Introduction of ordinance.* Any member of council may introduce an ordinance for first reading at any regular meeting of the Council, and no advance notice of such introductions shall be required. The introduction of an ordinance shall constitute first reading thereof, and no vote shall be taken, and no debate or amendment shall be in order. The ordinance shall be in order. The ordinance may be introduced by title only, provided that the full text of the ordinance shall be included in the Agenda for second reading thereof. If a majority of Council concurs, an ordinance shall be referred by the Chairman to an appropriate committee.

(b) *Second reading.* On the day of the second reading of an ordinance, complete typewritten or printed copies of the text of the ordinance shall be included in the Agenda. After the proposed ordinance has been published by the Clerk to Council, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. If on first reading an ordinance is referred to a committee, committee reports on a proposed ordinance shall be made at the next consecutive meeting following first reading. Should the committee report be postponed beyond the next consecutive meeting, second reading shall be deferred until the next consecutive

meeting of the council following the committee report unless a majority of council desires to give it a second reading. After all amendments and privileged motions have been disposed of, the question shall be the passage of the ordinance. Upon a decision in the affirmative, the ordinance shall take its place on the Agenda for third reading.

(c) *Third reading.* Full debate and any germane amendments shall be in order on third reading. No ordinance, code or policy shall be passed unless at least a majority of those members of council present shall have voted for its approval or passage.

2. Florence County Code Chapter 2, Administration, Article VI, Organization and Rules of the Florence County Council, Division 2, Meetings of the Council, Section 249, Revenue measures to be referred to committee on county administration and finances is hereby amended to read as follows:

Sec. 2-249. - Revenue measures to be referred to committee on administration and finance.

All ordinances levying a tax, or incurring indebtedness shall be referred to the committee on administration and finance, which shall report thereon before the council shall vote for their passage, unless the ordinance originates from the committee on administration and finance.

3. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the validity 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

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Second Reading of Ordinance No. 26-2012/13

DEPARTMENT: Administration
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 2013, In The Principal Amount Of Not Exceeding \$22,500,000 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 Capital Facilities Refunding and Improvement Lease-Purchase Financing, Series 2010 Of Florence County; Approving Such Agreements By Florence County As May Be Required With Respect To The Redemption Of Said 2010 Capital Facilities Refunding and Improvement Lease-Purchase Financing, And The Aforesaid Lease-Purchase Financing; And Approving Other Matters Relating To The Foregoing.)

POINTS TO CONSIDER:

1. Ordinance No. 26-2012/13 provides for the refunding of the existing lease for the Jail and the Civic Center, along with the issuance of up to \$6,000,000 in additional funding for necessary major repairs and improvements to the Civic Center.
2. At current interest rates, the refunding of the existing lease will save over \$40,000 per year, for a total savings of over \$200,000.
3. The necessary major repairs and improvements to the Civic Center include roof repairs, HVAC replacement, and lighting replacement, among other items. The facility is approaching twenty years old and many of these major build systems are beyond their useful life. Arena roof leaks impact sold-out events during inclement weather and the lack of a state-of-the-art lighting system may result in the loss of some annual conventions currently being held at the Civic Center.
4. The additional \$6,000,000 in funding will be repaid over 15 years at an estimated interest rate of 3.0%.

FUNDING FACTORS:

1. The jail portion of the existing lease is being repaid from Florence County debt service millage.
2. Florence County is currently paying its portion of the Civic Center operating deficit, debt service, marketing, and capital budget from the 3% local accommodations tax.
3. The annual debt service on the \$6,000,000 in new funding will be approximately \$500,000. The Civic Center's FY2012/13 capital budget is \$690,000. The Civic Center has agreed to reduce this capital budget to \$190,000 beginning in FY2013/14 and in future years. Therefore, this new debt service will require no additional annual funding from the County.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 26-2012/2013.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 26-2012/2013
2. Major Capital Request from Civic Center

Sponsor(s)	: County Council	I, _____,
First Reading	: January 17, 2013	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised for
Committee Consideration Date	: N/A	Public Hearing on _____.
Committee Recommendation	: N/A	
Public Hearing	: February 21, 2013	
Second Reading	: February 21, 2013	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 26-2012/13

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 2013, In The Principal Amount Of Not Exceeding \$22,500,000 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 Capital Facilities Refunding And Improvement Lease-Purchase Financing, Series 2010 of Florence County; Approving Such Agreements By Florence County As May Be Required With Respect To The Redemption Of Said 2010 Capital Facilities Refunding And Improvement Lease-Purchase Financing, And The Aforesaid Lease-Purchase Financing; 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 financed the acquisition and construction of the Original Projects through a lease-purchase transaction (the "Original Lease Purchase") dated October 1, 1990; and
3. In order to achieve savings with regard to debt service on the Original Lease Purchase, the County has refinanced the outstanding principal amount of the Original Lease Purchase on several occasions, viz. 1992, 2003, 2008, and 2010; and
4. The outstanding principal amount of the Lease Purchase is not chargeable against the County's 8% general obligation indebtedness limit set forth in Article X, Section 14 of the South Carolina Constitution (the "Debt Limit").
5. As part of the refinancing of the Original Lease Purchase in 2008 through its Capital Facilities Refunding and Improvement Lease-Purchase Financing, Series 2008 (the "2008 Lease Financing"),

the County added \$4,500,000 of additional principal to the 2008 Lease Financing to defray 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 (the "2008 Improvements"); and

6. The proceedings relating to the 2008 Lease Financing found and determined that the principal amount of said 2008 Lease Financing allocable to the 2008 Improvements is chargeable against the Debt Limit, and provide for the payments under said 2008 Lease Financing to be divided into a "Series A" and a "Series B" payment, with the former consisting of that portion of each payment of principal and interest allocable to the outstanding amount of the Original Lease Purchase and the latter consisting of that portion of each payment of principal and interest allocable to the 2008 Improvements; and
7. The 2008 Lease Financing was refinanced in order to achieve a debt service savings with respect thereto by and through the County's \$21,158,666 Facilities Refunding Lease-Purchase Financing, Series 2010 (the "2010 Lease Financing"); and
8. The 2010 Lease Financing maintains the distinction between "Series A" and "Series B" payments instituted in the 2008 Lease Financing; and
9. The County's financial advisor has advised Council that refunding of the outstanding principal amount of the 2010 Financing at current interest rates would result in a debt service savings to the County; and
10. Council has also been advised that the need exists for approximately \$5,960,000 in capital improvements to the Florence Civic Center consisting of (1) replacement of existing HVAC systems; (2) replacement of facility lighting, (3) arena/ballroom roof replacement, (4) installation of trussing/curtain system-video-audio, (5) elevator upgrade, (6) ballroom chairs, (7) renovation of lower lobby/restrooms, (8) exterior painting and repair, and (9) upgrade of marquee to include digital signage (the "2013 Improvements"); and
11. Inasmuch as the Florence Civic Center is a "tourism-related building" as such term is used in Section 6-1-530 and 6-1-730 of the Code, the costs of the 2013 Improvements may be defrayed with the proceeds of local accommodation and hospitality fees; and
12. The County, by Ordinance No. 24-94/95 enacted on June 15, 1995 imposes a 3% local accommodations fee (the "Accommodations Fee"); and
13. The County presently expends a portion of the Accommodation Fee, along with certain receipts of the City of Florence's local Hospitality Fee, paid annually to the County by the City of Florence (the "City") pursuant to an agreement between the City and the County dated October 1, 1990, each year for operation and maintenance of and capital improvements to the City Center (together, such receipts of the County Accommodations Fee and the City Hospitality Fee, the "Available Amounts"); and

14. Council has determined that it will be in the best interests of the County to refund the 2010 Lease Financing by the issuance of a lease financing obligation (the "2013 Financing Arrangement") which will be negotiated for purchase by a single financial institution for its own portfolio and not for resale; and
15. Council is informed that the Available Amounts will be sufficient to pay that portion of Lease Payments attributable to 2013 Improvements, and thus such portion of the 2013 Financing Arrangement constitutes an "enterprise financing agreement" under Section 11-27-110 of the Code, and this is not chargeable against the Debt Limit; and
16. Council is minded to authorize the issuance of the 2013 Financing Arrangement in the principal amount of not exceeding \$22,500,000, and to use the proceeds of such financing: (i) to refund the 2010 Lease Financing; (ii) to finance a portion of the cost of the 2013 Improvements; and (iii) to pay costs associated with the issuance of the 2013 Financing Arrangement.

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.

"2010 Lease Financing" means the outstanding principal amount of the County's \$21,158,666 Facilities Refunding Lease-Purchase Financing, Series 2010, dated November 23, 2010.

"2013 Improvements" means: (1) replacement of existing HVAC systems; (2) replacement of facility lighting, (3) arena/ballroom roof replacement, (4) installation of trussing/curtain system-video-audio, (5) elevator upgrade, (6) ballroom chairs, (7) renovation of lower lobby/restrooms, (8) exterior painting and repair, and (9) upgrade of marquee to include digital signage.

"Bank" means the financial institution is chosen to enter into the 2013 Financing Arrangement provided for in this Ordinance with the County pursuant to Section 3.01 hereof, or 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.

"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 substantially in the form as attached hereto as "Exhibit A," together with such changes approved by the Chairman, his approval to be evidenced by his execution and delivery thereof.

"Lease Agreement" means the Lease Agreement between the County and the Bank, which shall be substantially in the form as attached hereto as "Exhibit B," with respect to the Facilities, together with such changes approved by the Chairman, his approval to be evidenced by his execution and delivery thereof.

"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 as improved by the 2013 Improvements.

"Property" means the real property and improvements thereon subject to the Ground Lease and the Lease 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 2010 Lease Financing and the financing of the 2013 Improvements through the entry by the County into the 2013 Financing Arrangement with the Bank in an amount not to exceed \$22,500,000 by means of the execution and delivery of the Ground Lease and the Lease Agreement in connection therewith, such 2013 Financing Arrangement to be designated "CAPITAL FACILITIES REFUNDING AND IMPROVEMENT LEASE-PURCHASE FINANCING, SERIES 2013." The 2010 Lease Financing shall be called for redemption at the first practicable date occurring on or after the date of original delivery of the proceeds of the 2013 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 2010 Lease Financing.

The principal amount of the 2013 Financing Arrangement, not to exceed \$22,500,000, shall be determined by the County Administrator based on amounts required to effect the refunding of the 2010 Lease Financing, the funding of the 2013 Improvements, and the payment of all costs associated with the 2013 Financing Arrangement, prior to the entry by the County into the 2013 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 are attached hereto as "Exhibit A" and "Exhibit B," respectively. 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 2010 Lease Financing (an "Escrow Agreement") will be necessary to provide for the defeasance of the 2010 Lease Financing 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, and to select the Escrow Agent with respect thereto.

Section 2.04 Use of Proceeds of the 2013 Financing Arrangement.

The proceeds of the 2013 Financing Arrangement shall be applied: (i) to refund the 2010 Lease Financing; (ii) to finance a portion of the cost of the 2013 Improvements; and (iii) to pay costs associated with the issuance of the 2013 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 2010 Lease Financing, 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 2013 Financing Arrangement.

The County Administrator, in consultation with the County Finance Director, is authorized to negotiate the 2013 Financing Arrangement with and award the same to a bank, 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 2013 Financing Arrangement that is in the best interests of the County; provided, however, that the 2013 Financing Arrangement shall bear a net interest cost not in excess of 4.50% 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 2013 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 2013 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 2013 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 2013 Financing Arrangement.

(E) The 2013 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 2013 Financing Arrangement.

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:

Connie Y. Haselden, Council Clerk

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

GROUND LEASE

THIS GROUND LEASE, dated _____, 2013 (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 _____, a banking corporation duly organized under the laws of _____, 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, County 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 2010 Lease Financing (as hereinafter defined) (the "Refunding"), which 2010 Lease Financing financed the improvements to the Property; (B) acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the following projects: (1) replacement of existing HVAC systems; (2) replacement of facility lighting, (3) arena/ballroom roof replacement, (4) installation of trussing/curtain system-video-audio, (5) elevator upgrade, (6) ballroom chairs, (7) renovation of lower lobby/restrooms, (8) exterior painting and repair, and (9) upgrade of marquee to include digital signage (the "Projects"); and (D) paying costs associated with the entry by the County into such lease-purchase arrangement and the Refunding (the "Issuance Costs"); and

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 _____, 2013, 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:

"2010 Lease Financing" means the Florence County, South Carolina, original principal amount \$21,158,666 Facilities Refunding Lease-Purchase Financing, Series 2010.

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

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

"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.

"Ordinance" means the Ordinance enacted by the County on March ___, 2013, 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 the corporate power to enter into this Ground Lease. By proper corporate action, the officer of the Bank has 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, Subsequent 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 in the aggregate amount of \$_____ as Ground Lease Rent as follows: (i) \$_____, which is the amount required to effect the Refunding, shall be deposited for the account of or with Branch Banking and Trust Company, Lessor under the 2010 Lease Financing, as directed by the County; and (ii) the remaining proceeds in the sum of \$_____ will be disbursed at closing or deposited 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 Projects, all costs of which shall be paid solely by the County. The Bank hereby consents to the construction of the Projects, 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) 2038;
 - (b) The occurrence of default by the Bank under Section 18 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 Lease Rentals 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: [Bank]

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) If the Bank has the right to possession of the property under Section 19 of this Ground Lease, then 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.

[Remainder of page intentionally left blank]

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:

[BANK]

By: _____
Its: _____

FLORENCE COUNTY

By: _____
Its: _____

ATTESTATION:

(SEAL)

By: _____
Its: Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

PROBATE

Before me, the undersigned notary public, personally appeared _____,
who, being duly sworn, deposed and said that (s)he saw [Bank], a _____, by its authorized officer,
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 _____, 2013.

Notary Public for South Carolina

My Commission Expires: _____

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 _____, 2013.

Notary Public for South Carolina

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT

A - 1

LEASE AGREEMENT

THIS LEASE AGREEMENT dated _____, 2013 (together with any amendments hereto made in accordance herewith, the "Lease"), entered into by and between _____, a banking corporation formed under the laws of _____ (the "Bank"), and 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 2010 Lease Financing (as hereinafter defined) (the "Refunding"), which 2010 Lease Financing financed the improvements to the Property; (B) acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the following projects: (1) replacement of existing HVAC systems; (2) replacement of facility lighting, (3) arena/ballroom roof replacement, (4) installation of trussing/curtain system-video-audio, (5) elevator upgrade, (6) ballroom chairs, (7) renovation of lower lobby/restrooms, (8) exterior painting and repair, and (9) upgrade of marquee to include digital signage (the "Projects"); and (D) paying costs associated with the entry by the County into such lease-purchase arrangement and the Refunding (the "Issuance Costs"), 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 March ___, 2013 (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:

"2010 Lease Financing" means the Florence County, South Carolina, original principal amount \$21,158,666 Facilities Refunding Lease-Purchase Financing, Series 2010.

"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 _____.

"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, and its successors and assigns.

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

"*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 _____, 2013, 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.

"*Land*" means the parcel of real property situate in the County and 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.

"*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: (1) replacement of existing HVAC systems; (2) replacement of facility lighting, (3) arena/ballroom roof replacement, (4) installation of trussing/curtain system-video-audio, (5) elevator upgrade, (6) ballroom chairs, (7) renovation of lower lobby/restrooms, (8) exterior painting and repair, and (9) upgrade of marquee to include digital signage.

"*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.

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 (as defined in the Ground Lease) solely for the payment of, or reimbursement to the County for, the costs of: (A) the Refunding; (B) paying the Termination Fee; (C) acquiring (including acquisition of real property), designing, constructing, renovating, and equipping of the Projects; and (D) paying Issuance Costs. 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 will be used to refinance the outstanding principal amount of the 2010 Lease Financing 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) Following the Refunding and the payment of the Termination Fee, the Property will be 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 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, 2017 to May 1, 2018.

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) _____, 2028, 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) or Subsequent Event of Nonappropriation (as

defined in Section 8.1 herein), 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 month 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 in the form of Series A Payments of Base Rent and Series B Payments of 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 (each, a "Scheduled Payment Date") set forth in *Exhibit B* attached hereto and made a part hereof.

The interest component of each payment of the Series A Payments of Base Rent and Series B Payments of Base Rent is paid as, and represents payment of, interest, and the principal component of

each payment of the Series A Payments of Base Rent and Series B Payments 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 the Series A Payments of Base Rent and Series B Payments of Base Rent during the Lease Term.

The interest component of each Series A Payment of Base Rent and Series B Payment of Base Rent shall be payable as set forth in *Exhibit B* and shall be calculated at the fixed rate of ____% per annum from _____, 2013 to _____, 2028. The interest component of each Series A Payment of Base Rent and Series B Payment 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, or 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 Series A Payments of Base Rent and Series B Payments of Base Rent due under this Lease in whole on any Scheduled Payment Date by paying the then-applicable Purchase Option Price plus[, if such prepayment is made on or prior to _____, 20____, a premium of ____% of the outstanding principal].

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.

In the event that less than the entire amount of either the Series A Payment of Base Rent or the Series B payment of Base Rent is received by the Bank when due, the entire amount received shall be allocated to the Series A Payment of Base Rent and the Series B Payment of Base Rent in accordance with the outstanding respective amounts of Series A Proceeds and Series B Proceeds, and with respect to each of the Series A Payment of Base Rent and the Series B Payment of Base Rent, in accordance with manner and order of payment of principal and interest set forth in the above paragraphs of this Section 6.8.

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 either the Bank or 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 \$25,000,000 representing the Ground Lease Rent as follows: (1) \$_____, which is the amount required to effect the Refunding, shall be deposited for the account of or with Branch Banking and Trust Company, Lessor under the 2010 Lease Financing, as directed the County; and (ii) the remaining proceeds in the sum of \$_____ as Ground Lease Rent will be disbursed at closing or deposited into the Construction Account, which amount shall be applied for payment of the Costs of Projects and payment of Issuance Costs. 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 twenty-five (25) 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 2013" (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 Issuance Costs 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 Issuance Costs 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 such 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 7.4 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 Projects. 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 7.6. 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 ten (10) 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 (an "Event of Nonappropriation").

An Event of Nonappropriation shall be deemed to have occurred in the Fiscal Year in which the County fails to budget amounts for payments under this Lease in the succeeding Fiscal 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 a "Subsequent 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 a Subsequent Event of Nonappropriation has occurred; or (b) June 30 of the then current Fiscal Year.

If either an Event of Nonappropriation or Subsequent 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 or Subsequent Event of Nonappropriation occurs; provided, however, that the County shall continue to be liable for Holdover 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 or Subsequent Event of Nonappropriation, be entitled to all moneys then on hand and being held in the Construction Account. After the expiration of the Fiscal Year during which a Subsequent Event of Nonappropriation occurs, 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.

(d) Upon the occurrence of any Rate Adjustment Event (as defined below), the interest components of the Base Rent set forth in Exhibit B shall be recalculated such that the associated interest rate shall be recalculated to an interest rate equal to the Prime Rate (as defined below) plus two percent (2%) per annum, to the date (retroactively if need be) determined as a result of the Rate Adjustment Event to be the date the interest components of the Base Rent became includable in the Bank's gross income for federal income tax purposes.

(e) "Prime Rate" shall mean that rate of interest so denominated and set by the Bank from time to time as an interest rate basis for borrowings. The Prime Rate is but one of several interest rate bases used by the Bank, which lends at rates above and below the Prime Rate. For purposes of calculating any interest rate for the interest components of the Base Rent which is based on the Prime Rate, such interest rate shall be adjusted automatically on the effective date of any change in the Prime Rate.

(f) "Rate Adjustment Event" shall mean any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, as a result of any misrepresentation by the County or as a result of any action the County

takes or fails to take, that the interest component of the Base Rent, or any portion thereof, is includable in the Bank's gross income for federal income tax purposes

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 on any Scheduled Payment Date upon payment by the County of the then applicable Purchase Option Price plus, if such purchase is made on or prior to April 30, 2013, a premium of 1% of the outstanding principal. 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 and the redemption premium, if any, 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, with notice to but 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 on 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 or Subsequent 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 7.6 hereof, the Bank shall have the right (a) 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; and (b) to terminate the term of this Lease and 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), (b) and (c) 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: [Bank]

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.

[Remainder of page intentionally left blank]

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 officer; 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:

[BANK]

By: _____
Its: _____

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

ATTESTATION:

(SEAL)

By: _____
Its: Clerk

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

PROBATE

Before me, the undersigned notary public, personally appeared _____,
who, being duly sworn, deposed and said that (s)he saw _____, a
_____, by its authorized officer, sign, seal and as its act and deed, deliver the foregoing
Lease Agreement and that (s)he, together with _____ witnessed the execution thereof.

Witness

SWORN TO AND SUBSCRIBED
before me this _____ day
of _____, 2013

Notary Public for South Carolina

My Commission Expires: _____

PROBATE

Witness

My Commission Expires: _____

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT

A - 1

EXHIBIT B

PAYMENT SCHEDULE

Payment Schedule To Lease Agreement dated as of _____, 2013the "Lease Agreement"),
between FLORENCE COUNTY, SOUTH CAROLINA, and [BANK]

Contract Number: _____

[insert maturity schedule]

EXHIBIT B

EXHIBIT C

PERMITTED ENCUMBRANCES

EXHIBIT

EXHIBIT D

FORM OF REQUISITION

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

[Date] _____

[Bank] _____

RE: Request for disbursement of funds from the Construction Account related to Contract No. 003-0612135-006 with Florence County, South Carolina, dated of _____, 20____

Dear _____,

Pursuant to the terms and conditions of the Lease Agreement dated as of of _____, 2013, 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 Base Rent and estimated Additional Rent 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 _____ 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: _____

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Second Reading of Ordinance No. 27-2012/13

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance Providing For The Issuance And Sale From Time To Time Of Accommodations Fee Revenue Bonds Of Florence County, Providing For The Pledge Of Accommodations Fees For The Payment Of Such Bonds, Prescribing The Terms And Conditions Under Which Such Bonds May Be Issued, Providing For The Payment Thereof, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 26-2012/13 provides for the refunding of the existing lease for the Jail and the Civic Center, along with the issuance of up to \$6,000,000 in additional funding for necessary major repairs and improvements to the Civic Center.
2. Ordinance No. 27-2012/13 is the Master Accommodations Tax Revenue Bond Ordinance that allows the issuance of accommodations tax revenue bonds at any point in the future.

FUNDING FACTORS:

NONE

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 27-2012/2013.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 27-2012/2013

Sponsor(s) : County Council
First Reading : January 17, 2013
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : February 21, 2013
Second Reading : February 21, 2013
Third Reading :
Effective Date :

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

ORDINANCE NO. 27-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

GENERAL BOND ORDINANCE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF ACCOMMODATIONS FEE REVENUE BONDS OF FLORENCE COUNTY, PROVIDING FOR THE PLEDGE OF ACCOMMODATIONS FEES FOR THE PAYMENT OF SUCH BONDS, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SUCH BONDS MAY BE ISSUED, PROVIDING FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

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(This Table of Contents for the Ordinance is for convenience of reference only and is not intended to define, limit, or describe the scope or intent of any provision of the Ordinance)

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BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL, THE GOVERNING
BODY OF FLORENCE COUNTY, SOUTH CAROLINA, AS FOLLOWS:

ARTICLE I
FINDINGS AND DETERMINATIONS

Section 1.01 Findings and Determinations. As an incident to the enactment of this ordinance (the "**Ordinance**") and the issuance of the Bonds (as defined below) provided for herein, the Florence County Council (the "**Council**"), the governing body of Florence County, South Carolina (the "**County**"), finds that the facts set forth in this Article I exist, and the following statements are in all respects true and correct:

(a) The County is a body politic and corporate and a county organized under the laws of the State of South Carolina (the "**State**"), and as such, possesses all powers granted to counties by the Constitution and general laws of the State.

(b) The County, pursuant to Title 6, Chapter 1, Article 5 of the Code of Laws of South Carolina, 1976, as amended, imposed a local accommodations fee, also known as a local accommodations tax (the "**Accommodations Fee**") by Ordinance 24-94/95 effective June 15, 1995.

(c) Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended (the "**Constitution**"), provides that a political subdivision may incur indebtedness payable solely from a revenue-producing project or from a special source which source does not involve revenues from any tax or license. Pursuant to Title 6, Chapter 17 and Section 6-1-760 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "**Enabling Act**"), the County may issue revenue bonds to defray the cost of tourist-related projects as enumerated in Title 6, Chapter 1, Article 7 of the Code of Laws of South Carolina, 1976, as amended, secured by a pledge of the Accommodations Fee Revenues (as defined below).

(d) The Council has determined that it is in the best interest of the County that it acquire, construct, furnish, and equip from time to time certain tourism-related improvements (the "**Improvements**") and to defray the costs of such improvements by the application of receipts of the Accommodations Fee.

(e) The Council has, after due investigation, determined that such Improvements to be paid from receipts of the Accommodations Fee shall be capital projects that attract tourists within the meaning of Section 6-1-760, inasmuch as such improvements shall be designed, marketed, and used in such fashion to attract regional and state-wide tourism to the County.

(f) It is now in the best interest of the County for the Council to provide for the issuance and sale of Bonds of the County secured by a pledge of the Accommodations Fee, including but not limited to Bonds for the purposes of financing the costs of such Improvements, pursuant to the aforesaid provisions of the Constitution and laws of the State.

ARTICLE II DEFINITIONS AND INTERPRETATIONS

Section 2.01 Defined Terms. The terms defined in this Section 2.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Ordinance shall have the respective meanings specified in this Section 2.01.

"Accommodations Fee" means fees imposed and collected by the County pursuant to Title 6, Chapter 1, Article 7 of the Code of Laws of South Carolina, 1976, as amended. The term Accommodations Fee is commonly referred to and may be referenced herein as the County's local accommodations tax.

"Accommodations Fee Revenue Fund" shall mean the fund of that name created by Section 6.01(a) hereof.

"Accommodations Fee Revenues" shall mean all Accommodations Fees collected by the County.

"Authorized Representative" shall mean the Chairman or the County Administrator and any other Person or Persons designated to act on behalf of the County by written certificate of the County Administrator furnished to the Trustee.

"Balloon Indebtedness" shall mean indebtedness in the form of Bonds 25% or more of the principal payments of which are due in a single year, which portion of the principal is not required by the instrument authorizing the issuance of such indebtedness to be amortized by redemption prior to such maturity date.

"Bond" or ***"Bonds"*** shall mean all bonds and other obligations of the County issued pursuant to and under the authority of Sections 3.02, 3.03 and 3.04 hereof (excluding Junior Bonds) and Outstanding from time to time.

"Bond Counsel" shall mean any attorney or firm of attorneys of nationally recognized standing in the matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Holders," "Bondholders," "Holders," or the term ***"Registered Holders,"*** or any similar term, shall mean the registered owner of any Outstanding Bond or Bonds.

"Bond Redemption Account" shall mean the account by that name established in the Debt Service Fund.

"Books of Registry" shall mean the registration books maintained by the Trustee as bond registrar in accordance with Section 4.04 hereof.

"Capital Lease" shall mean any lease of property that, in accordance with generally accepted accounting principles, has been or should be capitalized on the lessee's balance sheet or for which the amount of the asset and liability thereunder as if so capitalized should be disclosed in a note to the balance sheet.

"Chairman" shall mean the Chairman of the Council, or in his absence, the Vice Chairman of the Council.

"County" shall mean Florence County, South Carolina, a body politic and corporate and a county organized and existing under the laws of the State.

"County Administrator" shall mean the County Administrator of the County or the Acting County Administrator or Interim County Administrator, as the case may be, or his designee.

"Clerk" shall mean the Clerk to Council or, in his absence, any Assistant or Acting Clerk to Council.

"Code" shall mean the Internal Revenue Code of 1986, as amended, any successor provision of law, and regulations promulgated thereunder.

"Construction Fund" shall mean any fund established with and maintained with the County, or at the option of the County, the Trustee, and funded with certain of the proceeds of the sale of any Series of Bonds and intended to defray Project Costs in connection therewith and the Costs of Issuance in connection with that Series of Bonds, all as established in a Series Ordinance authorizing the issuance of any Series of Bonds.

"Costs of Issuance" shall mean all items of expense, directly or indirectly payable or reimbursable by or to the County and related to the authorization, sale, and issuance of Bonds; including, but not limited to, printing costs; costs of preparation and reproduction of documents; filing and recording fees; initial fees and charges of any Trustee or Custodian; legal fees and charges; fees and disbursements of financial advisors, consultants and professionals; costs of credit ratings; fees and charges for preparation, execution, transportation, and safekeeping of Bonds; costs and expenses of refunding of Bonds; premiums or other charges for insurance or other credit enhancement for the payment of Bonds; financing charges; accrued interest with respect to the initial investment of proceeds of Bonds; and any other cost, charge or fee in connection with the original issuance of Bonds.

"Council" shall mean the Florence County Council, and any successor governing body of the County.

"Custodian" shall mean any bank, trust company, national banking association, or national association selected by the County as a depository of moneys or securities pursuant to this Ordinance.

"Debt Service Fund" shall mean the fund established by the provisions of **Section 6.01(b)** hereof designed to provide for the payment of the principal of, premium, if any, and interest on the Bonds (excluding Junior Bonds), as they respectively fall due.

"Debt Service Reserve Fund" shall mean the fund established by the provisions of **Section 6.01(c)** hereof intended to meet any possible deficiencies in the Debt Service Fund and to be maintained in the amounts, if any, and in separate accounts established with respect to each Series of Bonds as set forth in the Series Ordinance providing for the issuance of that Series of Bonds. A separate account within the Debt Service Reserve Fund shall be established for each Series of Bonds for which there is a Debt Service Reserve Fund Requirement.

"Debt Service Reserve Fund Requirement" shall mean that amount, if any, with respect to each Series of Bonds as set forth in the Series Ordinance providing for the issuance of that Series of Bonds. This amount may be satisfied by the delivery of a surety bond in accordance with **Section 6.04** hereof.

"Default" or **"Event of Default"** shall mean any of those defaults specified in and defined by **Article X** hereof.

"Enabling Act" shall mean Title 6, Chapter 17 and Section 6-1-760, of the Code of Laws of South Carolina 1976, as amended, and as such may be further amended from time to time.

"Finance Director" shall mean the Finance Director of the County.

"Fiscal Year" shall mean the period of twelve (12) calendar months, beginning on the first day of July of each year and ending with the 30th day of June of the following year, until changed to a different twelve month period by ordinance of the Council.

"Interest Account" shall mean the account by that name established in the Debt Service Fund.

"Investment Obligations" shall mean (i) the South Carolina Pooled Investment Fund established pursuant to the provisions of Chapter 6, Title 6, of the Code of Laws of South Carolina, 1976, as amended; or (ii) any investments now or hereafter permitted under Section 6-5-10 of the Code of Laws of South Carolina, 1976, as amended.

"Junior Bond Debt Service Fund" shall mean such fund authorized by **Section 6.01** hereof to be established in a Series Ordinance with respect to Junior Bonds.

"Junior Bonds" shall mean bonds secured by a pledge of, or, in the case of a Capital Lease, payable from, Accommodations Fee Revenues junior and subordinate in all respects to the pledge securing the Bonds authorized by **Sections 3.02, 3.03 and 3.04**.

"Junior Bond Ordinance" shall mean an ordinance enacted by the Council by which is authorized the issuance of Junior Bonds.

"Ordinance" shall mean this General Bond Ordinance as from time to time amended or supplemented by one or more Series Ordinances.

"Outstanding Bonds" or **"Outstanding"** shall mean all Bonds which have been duly authenticated and delivered by the Trustee hereunder except:

- (a) Bonds theretofore cancelled by the Trustee or theretofore delivered by the Trustee for cancellation;
- (b) Bonds (or portions thereof) deemed to have been redeemed within the meaning of **Sections 5.03 and 5.05** hereof;
- (c) Bonds in lieu of which others have been authenticated, unless proof satisfactory to the Trustee is presented to the Trustee that the Bonds are held by *bona fide* purchasers as that term is defined in Article 8 of the South Carolina Uniform Commercial Code, as amended, in which case the Bond or Bonds so replaced and the Bond or Bonds authenticated and delivered therefor shall both be deemed Outstanding; and
- (d) Bonds (or portions thereof) deemed to have been paid within the meaning of **Section 9.01** hereof.

"Person" shall mean natural persons, firms, associations, corporations, and public bodies.

"Principal Account" shall mean the account by that name established within the Debt Service Fund.

"Principal and Interest Requirements" with respect to any Bonds shall mean the amount required to pay principal of (whether at maturity or pursuant to mandatory redemption requirements applicable thereto), and interest (exclusive of funded interest) on the Bonds during the period of time for which Principal and Interest Requirements are being calculated; provided (i) with respect to Balloon Indebtedness, the amount of the principal which would be payable in such period shall be computed as if such principal were amortized from the date of incurrence thereof over a period of 20 years (or, if the term thereof is less than 20 years, over a period equal to such term) on a level debt service basis at an interest rate equal to the rate borne by such Balloon Indebtedness on the date calculated, except that if the date of calculation is within 12 months of the actual maturity of such Balloon Indebtedness, the full amount of principal payable at maturity shall be included in such calculation; and (ii) the interest on Variable Rate Indebtedness shall be calculated at one hundred percent (100%) of the average rate borne by the Variable Rate Indebtedness during the preceding twelve (12) months, or if the Variable Rate Indebtedness is yet to be incurred, at one hundred percent (100%) of the average rate such Variable Rate Indebtedness would have borne during the preceding twelve (12) months based on the applicable index or other method of determining the interest rate under the terms of the Series Ordinance providing for the incurrence of the Variable Rate Indebtedness.

"Project" or ***"Projects"*** shall mean projects that attract tourists within the meaning of Section 6-1-760 of the Code of Laws of South Carolina, 1976, as amended.

"Project Costs" shall mean costs incurred in connection with a Project, the repayment to the County of any funds expended in the acquisition or construction of any Project, and shall include, without limiting the costs permitted under the Enabling Act and Title 6, Chapter 1, Articles 5 and 7 of the Code of Laws of South Carolina, 1976, as amended, the following items to the extent they relate to a Project: (i) all direct costs of such Project described in the plans and specifications for such Project; (ii) all costs of planning, designing, acquiring, constructing, financing and placing such Project in operation; (iii) the cost of any lands or interests therein and all of the properties deemed necessary or convenient for the maintenance and operation of such Project; (iv) all engineering, legal and financial costs and expenses; (v) all expenses for estimates of costs and of revenues; (vi) costs of obtaining governmental and regulatory permits, licenses and approvals; (vii) all fees of special advisors and consultants associated with one or more aspects of such Project; (viii) all amounts required to be paid by this Ordinance or any Series Ordinance authorizing the issuance of Bonds into the Debt Service Fund or Debt Service Reserve Fund upon the issuance of any Series of Bonds; (ix) the payment of all principal, premium, if any, and interest, when due, of any Bonds of any Series or other evidences of indebtedness issued to finance a portion of the cost of such Project, whether at the maturity thereof or at the due date of interest or upon redemption thereof; (x) interest on Bonds of any Series prior to and during construction of such Project for which such Bonds were issued, and for such additional periods as the County may reasonably determine to be necessary for the placing of such Project in operation; and (xi) Costs of Issuance.

"Purchaser" shall mean, with respect to any Series of Bonds, the initial purchaser of that Series of Bonds.

"Record Date" shall mean, with respect to any Series of Bonds, (i) the fifteenth (15th) day (whether or not a business day) of the calendar month immediately preceding an interest payment date in the event that the interest payment date is the first day of a month, (ii) the last day (whether or not a business day) of the calendar month immediately preceding each interest payment date in the event that the interest payment date is the fifteenth (15th) day of a month, or (iii) any other day as may be provided in the Series Ordinance authorizing the issuance of that Series; provided, however, that in the case of a default in the payment of interest due on a Series of Bonds, the Trustee shall establish a special record date for payment of the defaulted interest, notice thereof to be mailed by first class mail, postage prepaid,

by the Trustee to the Holder of that Series of Bonds not less than ten (10) days prior to the special record date.

"Registrar" shall mean the Trustee, or, if so provided by a Series Ordinance as to a Series of Bonds, an official of the County.

"Serial Bonds" shall mean Bonds which are not Term Bonds.

"Series" or **"Series of Bonds"** or **"Bonds of a Series"** shall mean all Bonds designated as being of the same series, issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

"State" means the State of South Carolina.

"Series Ordinance" shall mean any ordinance enacted by the Council providing for the issuance of Bonds and any ordinance enacted by the Council pursuant to and in compliance with the provisions of **Article XI** hereof amending or supplementing the provisions of the Ordinance.

"Term Bond" or **"Term Bonds"** shall mean any Bond designated by the Series Ordinance providing for its issuance as being subject to retirement or redemption from moneys credited to the Bond Redemption Account in the Debt Service Fund or the Junior Bond Debt Service Fund as mandatory redemption requirements.

"Tourism Facilities Capital, Operation and Maintenance Fund" shall mean that fund created pursuant to **Section 6.05** of this Ordinance.

"Trustee" shall mean any bank, trust company, national banking association, or national association selected by the County and any successor Trustee appointed in accordance with **Article VII**.

"Variable Rate Indebtedness" shall mean indebtedness in the form of Bonds that bears interest at a variable, adjustable, or floating rate or indebtedness in the form of Bonds the interest on which is not established at the time of incurrence at a fixed or constant rate until its maturity.

Section 2.02 General Rules of Interpretation.

(a) Articles, sections, and paragraphs mentioned by number are the respective articles, sections, and paragraphs of this Ordinance so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include firms, associations, and corporations, and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of the Bond at its stated maturity or the purchase of the Bond.

(d) Words importing the singular number include the plural number and *vice versa*.

ARTICLE III
AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Authorization of Bonds. There is hereby authorized to be issued Bonds of the County to be known as "*Accommodations Fee Revenue Bonds*," or as otherwise designated in the Series Ordinance authorizing any Series of Bonds, which Bonds may be issued pursuant to the Ordinance and in accordance with the terms, conditions, and limitations set forth herein, in Series, in the amounts, and from time to time as the Council may from time to time deem to be necessary or advisable for any corporate purpose of the County for which Bonds may be issued under the Ordinance and the Enabling Act.

Section 3.02 General Provisions for Issuance of Bonds.

(a) The Bonds shall be issued by means of Series Ordinances enacted by the Council in accordance with the provisions of this **Article III**. The enactment of a Series Ordinance shall not be subject to the consent of the Trustee or Bondholders. Each Series Ordinance shall designate the Bonds provided for thereby by an appropriate Series designation and by any further particular designations, if any, as the Council deems appropriate; and shall, unless or except as is otherwise set forth herein, also specify:

- (i) the maximum authorized principal amount of the Series of Bonds;
- (ii) the purpose or purposes for which the Bonds of the Series are being issued, which shall be one or more of the purposes set forth in **Sections 3.03 and 3.04** hereof;
- (iii) if the Bonds of the Series are being issued for a purpose specified in **Section 3.03** hereof, the Project for which the Bonds are being issued;
- (iv) if the Bonds of the Series are being issued for a purpose specified in **Section 3.03** hereof, an estimate of the Project Costs to be financed by the Series of Bonds;
- (v) the date or dates of the Bonds of the Series;
- (vi) the maturity date or dates of the Bonds of the Series, the principal amounts payable on each maturity date, and the mandatory redemption amounts and due dates, if any, for the Term Bonds of the Series;
- (vii) the interest rate or rates of the Bonds of the Series, or the manner of determining the rate or rates, the initial interest payment date therefor, and the subsequent interest payment dates;
- (viii) the denominations of, and manner of numbering and lettering, the Bonds of the Series;
- (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of the Series, the period or periods, if any, during which premiums or prices shall be payable, and the terms and conditions, if any, of redemption;
- (x) the place or places of payment of the Bonds of the Series and interest thereon, and the paying agents therefor;

(xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application, and investment, if any, of the proceeds of the sale or other disposition, which use, application and investment shall not be inconsistent with the provisions hereof;

(xii) whether there will be a Debt Service Reserve Fund Requirement for such Series;

(xiii) any other provisions which may be required to be included therein by other provisions of the Ordinance; and

(xiv) any other necessary or desirable provisions not inconsistent with the provisions of the Ordinance

(b) The Council may delegate to an Authorized Representative the authority to determine the matters set forth in **Sections 3.02(a)(v) through 3.02(a)(xii)** in the case of a Bond sold to as a single instrument to a financial institution.

Section 3.03 Conditions for the Issuance of Bonds.

(a) At any time and from time to time, one or more Series of Bonds (exclusive of the initial Series of Bonds issued hereunder or Bonds issued pursuant to the provisions of **Section 3.04** hereof) may be issued for any purposes as may be permitted by the Enabling Act upon compliance with the provisions of **Section 3.02** hereof and this **Section 3.03** (except where specifically provided otherwise in this **Section 3.03**) in any principal amounts as may be determined by the Council.

(i) If a Trustee has been appointed, there shall be filed with the Trustee a certificate of the County Administrator stating (A) either (1) that no Default exists in the payment of the principal of or interest on any Bonds or Junior Bonds, and all mandatory redemption requirements, if any, required to have been made or satisfied shall have been made or satisfied, or (2) that the application of the proceeds of the sale of the Series of Bonds to be issued as required by the Series Ordinance authorizing their issuance will cure the Default or permit the making or satisfaction of the redemption requirements; and (B) either (1) that to the knowledge of the County Administrator, the County is not in Default in the performance of any other of its covenants and agreements contained in the Ordinance, or (2) setting forth the circumstances of each Default known to him.

(b) If a certificate filed pursuant to **Section 3.03(a)(i)** should disclose a Default or Defaults hereunder, which have not been cured, there shall be filed with the Trustee an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to **Section 3.03(a)(i)**, no Default deprives the Bondholders of the security afforded by the Ordinance in any material respect.

(c) For the issuance of Bonds (other than the initial Series of Bonds and Junior Bonds) issued hereunder to finance the Costs of the Project there shall be delivered to the Trustee a certificate of the Authorized Representative, based upon the most recent audited financial statements of the County, to the effect that Accommodations Fee Revenues deposited into the Accommodations Fee Revenue Fund for the most recent Fiscal Year immediately preceding the issuance date of the proposed Bonds for which audited financial statements of the County are available (the "**Test Period**") are not less than 120% of the average annual Principal and Interest Requirements for all Series of Bonds then Outstanding and the additional Bonds then proposed to be issued (with adjustments, if any, for any Bonds that will be discharged upon the issuance of such additional Bonds). Accommodations Fee Revenues may be adjusted for the purpose of the calculation required by this **Section 3.03(c)** to reflect additional Accommodations Fees to be received from establishments which commenced payment of Accommodations Fees during the Test

Period. As to such an establishment, Accommodations Fees may be annualized based upon the average monthly Accommodations Fees paid by such establishment during the Test Period.

(d) The Bonds may be issued to secure funds to defray Project Costs, or to refund any Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing Projects.

(e) There shall be on deposit in the Debt Service Reserve Fund, if such is required by any Series Ordinance, cash and securities (including any insurance policy, surety bond or letter of credit permitted by Series Ordinance) as provided in **Section 6.04** hereof (inclusive of any proceeds of Bonds to be deposited in the Debt Service Reserve Fund), having an aggregate value not less than the Debt Service Reserve Fund Requirement, if any, with respect to each Series of Bonds to be then Outstanding and the Bonds then proposed to be issued.

Section 3.04 Issuance of Refunding Bonds. Upon compliance with the provisions of paragraphs (a), (b), (c) and (e) of **Section 3.03** hereof, the County by means of a Series Ordinance enacted in compliance with the Enabling Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds for the purpose of refunding (including by purchase) Bonds, Junior Lien Bonds, or any other notes, bonds or other obligations issued to finance or to aid in financing of Projects, including amounts to pay principal, redemption premium, and interest to the date of the redemption (or purchase) of the refunded Bonds or any other notes, bonds or other obligations issued to finance or to aid in financing of Projects, and the Costs of Issuance of the refunding Bonds and to fund any necessary reserves or other accounts. In addition, the County by means of a Series Ordinance may issue refunding Bonds for the purpose of refunding Bonds issued to finance or to aid in financing of Projects, without satisfying the conditions for the issuance of Bonds as contained in **Section 3.03(c)** hereof to the extent that the aggregate Principal and Interest Requirements with respect to the refunding Bonds is less than the aggregate Principal and Interest Requirements with respect to the to be refunded.

Section 3.05 Issuance of Junior Bonds. The County may at any time upon the enactment of a Junior Bond Ordinance issue Junior Bonds, including obligations issued in the form of Capital Leases as it may from time to time determine, payable from the Accommodations Fee Revenues; provided that (a) such Junior Bonds are issued to secure funds to defray Project Costs, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing Projects; (b) the pledge of Accommodations Fee Revenues securing Junior Bonds shall at all times be subordinate and inferior to the pledge of Accommodations Fee Revenues securing the Bonds such that Junior Bonds shall be payable from Accommodations Fee Revenues held in the Accommodations Fee Revenue Fund after provision has been made for all payments required to be made hereunder with respect to the Bonds, and (c) there shall be delivered to the Trustee a certificate of the County Administrator to the effect that Accommodations Fee Revenues for the Test Period is not less than 100% of the greatest sum for any Fiscal Year obtained by adding the Principal and Interest Requirements for each Fiscal Year for all Bonds Outstanding plus the principal and interest requirements for the Junior Bonds then issued and proposed to be issued. Accommodations Fee Revenues may be adjusted for purpose of such calculation in the manner provided in **Section 3.03(c)**.

ARTICLE IV THE BONDS

Section 4.01 Execution.

(a) Unless or except as is otherwise set forth in the Series Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the County by the Chairman by his manual or facsimile signature and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk by his manual or facsimile signature.

(b) In case any officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be that officer before the delivery of the Bonds, the signature or the facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

Section 4.02 Authentication. Upon compliance with the provisions of Sections 4.03, 4.04, or 4.05 hereof, as applicable, and upon the written order of the County, the Trustee, or the Clerk if no Trustee shall have been appointed, shall authenticate Bonds authorized to be issued hereunder. Except as otherwise set forth in a Series Ordinance, only those Bonds as shall have endorsed thereon a certificate of authentication duly executed manually by the Trustee or the Clerk shall be entitled to any right or benefit under this Ordinance, and no Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication shall have been duly executed by the Trustee or the Clerk. The executed certificate of the Trustee or the Clerk upon any Bond shall be conclusive evidence that the Bond has been authenticated and delivered. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series.

Section 4.03 Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the County may execute and the Trustee, or the Clerk if no Trustee has been appointed, may authenticate a new Bond having the same date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, it shall first be surrendered to the County and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the County and the Trustee evidence of the loss, theft, or destruction satisfactory to the County and the Trustee (if applicable), together with indemnity satisfactory to them; provided that, in the case of a Holder which is a bank or insurance company, the agreement of the bank or insurance company to indemnify shall be sufficient. In the event any Bond shall have matured, instead of issuing a duplicate Bond, the County may pay it without surrender thereof. The County and the Trustee may charge the Holder of the Bond with their reasonable fees and expenses in this connection.

Section 4.04 Registration and Transfer of Bonds; Persons Treated as Owners.

(a) Each Bond shall be fully registered and transferable only upon the Books of Registry of the County which shall be kept for that purpose at the corporate trust office of the Trustee by the Registered Holder thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Registered Holder or his duly authorized attorney, signature guaranteed. Upon the transfer of any Bond, the County shall issue, subject to the provisions of Section 4.07 hereof, in the name of the transferee, a new Bond or Bonds of the same Series and of the same aggregate principal amount as the unpaid principal amount of the surrendered Bond. If no Trustee has been appointed, the Clerk will act as Registrar.

(b) Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name it shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of the Holder thereof, or his duly authorized attorney, and neither the County nor the Trustee shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All the payments made in this manner shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums paid.

Section 4.05 Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Series Ordinance authorizing their issuance, the Bonds: (a) shall be in fully registered form without coupons; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof; provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, the new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The County may provide in any Series Ordinance for a book entry system for such Series of Bonds.

Section 4.06 Numbers, Date, and Payment Provisions.

(a) The Bonds shall be numbered and designated in any manner as the County, with the concurrence of the Trustee, if any, shall determine. Each Bond of a Series shall bear interest from the interest payment date immediately preceding the date of its authentication, unless authentication shall be upon an interest payment date, in which case, it shall bear interest from its authentication, or unless authentication shall precede the first interest payment date for the Bond, in which case it shall bear interest from the date of its delivery, or as otherwise provided in the Series Ordinance authorizing their issuance; provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding interest payment date therefor, it shall bear interest from the next succeeding interest payment date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on the Bond is in default, it shall bear interest from the date to which interest on it has been paid or if no interest has been paid, the Bond shall bear interest from the date of delivery thereof or as otherwise provided in the Series Ordinance authorizing the issuance of the Bond.

(b) The principal of and redemption premium, if any, on the Bonds shall be payable when due in lawful money of the United States of America upon presentation and surrender of the Bonds at the office of the Clerk, or if a Trustee has been appointed, the Trustee described in the Series Ordinance authorizing the issuance of the Bonds. Except as otherwise set forth in a Series Ordinance, payment of interest on Bonds shall be made by check or draft drawn upon the County or the Trustee if a Trustee shall then be appointed and mailed to the Registered Holder at his address as it appears upon the Books of Registry; provided that payment to any Bondholder owning \$1,000,000 or more of Bonds may be made by wire transfer to an account in the continental United States of America upon the written request and instructions provided by such Bondholder to the County or the Trustee if a Trustee shall then be appointed no later than the preceding Record Date. The County or the Trustee, as applicable, shall maintain a record of the amount and date of any payment of principal or interest on the Bonds (whether at the maturity date or the redemption date prior to the maturity or upon the maturity thereof by declaration or otherwise).

Section 4.07 Exchange of Bonds. Bonds, upon surrender thereof at the office of the Trustee or the Clerk, as applicable, described in the Series Ordinance authorizing the issuance of that Series of Bonds, with a written instrument of transfer satisfactory to the Trustee or the Clerk, duly executed by the

Bondholder or his duly authorized attorney, signatures guaranteed, may, at the option of the Bondholder thereof, and upon payment by the Bondholder of any charges which the Trustee may make as provided in **Section 4.08**, be exchanged for a principal amount of Bonds of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.08 Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Trustee or the Clerk, as applicable, shall authenticate and deliver Bonds in accordance with the provisions of the Ordinance. All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Trustee. There shall be no charge to the Bondholder for the exchange or transfer of Bonds except that the Trustee may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to the exchange or transfer. Neither the County nor the Trustee shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the next succeeding interest payment date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.09 Temporary Bonds. Any Series of Bonds may be initially issued in temporary form, exchangeable for definitive Bonds to be delivered as soon as practicable and subject to the agreement of the County and the Purchaser. The temporary Bonds may be printed or typewritten, shall be of any denominations and may be numbered in any manner as may be determined by the County, and may contain reference to any of the provisions of the Ordinance as may be appropriate. Every temporary Bond shall be executed by the County upon the same conditions and in substantially the same manner as the definitive Bonds. If the County issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered for cancellation at the office of the Clerk or the Trustee, as applicable, and the Trustee or the Clerk shall deliver and exchange for the temporary Bonds an equal, aggregate principal amount of definitive Bonds having the same aggregate principal amount and in authorized denominations of the same Series, maturity or maturities, and interest rate or rates. Until exchanged, the temporary Bonds shall be entitled to the same benefits under the Ordinance as definitive Bonds under the Ordinance.

Section 4.10 Registrars. In the Series Ordinance authorizing the issuance of any Series of Bonds, the Clerk may be appointed to serve as Registrar in lieu of the Trustee. In such case, the Clerk as Registrar for such Series shall be authorized to perform the duties and responsibilities of the Trustee set forth in **Sections 4.02, 4.03, 4.04, and 4.07** hereof with respect to the authentication, registration and exchange of Bonds of that Series, the same as is the Trustee pursuant to those Sections. The Clerk in such case shall be required to furnish to the Trustee the names and addresses of the transferors and transferees of any Bonds registered, transferred, or exchanged by it, and the numbers and other identifying symbols of any Bonds cancelled or exchanged by it, and shall comply with all reasonable instructions with respect to the performance of its duties and responsibilities that the Trustee shall give to it.

ARTICLE V
REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01 **Redemption of Bonds.** The Bonds of a Series shall be subject to redemption prior to their stated maturities upon the terms and conditions and at the dates and redemption price or prices or premium or premiums as shall be set forth or provided for in the Series Ordinance pursuant to which that Series is issued, and upon the further terms and condition as are hereinafter set forth.

Section 5.02 **Selection of Bonds for Redemption.** In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in the order as is set forth or provided for in the Series Ordinance providing for the issuance of that Series. Unless otherwise provided by Series Ordinance, if less than all of the Bonds having the same maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected as provided in the Series Ordinance; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of Bonds for redemption, the County or the Trustee, as applicable, shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of the Bond by \$5,000.

Section 5.03 **Notice of Redemption.** Unless or except as is otherwise provided in the Series Ordinance authorizing the issuance of the Bonds, the provisions of this **Section 5.03** apply to each Series of Bonds. In the event any of the Bonds or portions thereof are called for redemption, the Clerk or the Trustee, as applicable, shall give notice, in the name of the County, of the redemption of the Bonds to be redeemed, the redemption date, the principal amount of each Bond to be redeemed (if less than all), the redemption price, the place or places where amounts due upon redemption will be payable, and the numbers of the Bonds to be redeemed. The notice shall be given by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the Holder of each Bond or portion thereof to be redeemed at the address shown on the Books of Registry. Failure duly to give notice by mailing, or any defect in the notice, to the Holder of any Bond designated for redemption shall not affect the validity of any proceedings for the redemption of any other Bonds. All Bonds or portions thereof called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit with the Trustee or the Clerk on or before such redemption date; and the Bonds shall not be deemed to be Outstanding under the provisions of the Ordinance. If on the date fixed for redemption there is not on deposit with the Trustee or the County funds for redemption, the Trustee or the Clerk, as applicable, shall send a notice to all Holders in the same manner as the notice of redemption canceling such notice of redemption.

If at the time of mailing of the notice of redemption there shall not have been deposited with the Trustee or the County moneys sufficient to redeem all of the Bonds called for redemption, which moneys are or will be available for redemption of Bonds, such notice will state that it is conditional upon the deposit of the redemption moneys with the Trustee or the County not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 5.04 **Partial Redemption of Bond.** In the event that only part of the principal sum of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of the Bond to the Trustee or the Clerk, as applicable. Upon surrender of the Bond, the County shall execute and the Trustee or the Clerk shall authenticate and deliver to the Holder thereof, at the office of the Trustee or the Clerk, as applicable, or send to the Holder by registered mail at his request, risk, and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in

aggregate principal amount to, and of the same Series, maturity, and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.05 **Effect of Redemption.** If a Bond is subject by its terms to prior redemption and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of the Bond (or of the principal amount thereof to be redeemed) at the then applicable redemption price or together with the then applicable premium, if any, and the interest to accrue to the redemption date on the Bond (or the principal amount thereof to be redeemed) are held on or before the date fixed for redemption for the purpose of payment by the Trustee or other paying agent or the County for the Series of Bonds of which that Bond is one, then on the redemption date designated in the notice, the Bond (or the principal amount thereof to be redeemed) called for redemption shall become due and payable and interest on the Bond (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue.

Section 5.06 **Cancellation.** All Bonds which have been redeemed shall be cancelled and either maintained or destroyed by the County or the Trustee, as applicable, and shall not be reissued. A counterpart of the certificate of destruction evidencing the destruction shall be furnished by the Trustee to the County upon the request of the County.

Section 5.07 **Purchase of Bonds.** The Trustee shall, if and to the extent practicable, endeavor to purchase Bonds or portions of Bonds at the written direction of the County at the time, in the manner, and at the price as may be specified by the County but in no event greater than the call price first to become available or then prevailing. The Trustee may so purchase Bonds with any moneys then held by the Trustee and available for the redemption or purchase of Bonds; provided that any limitations or restrictions on redemption or purchases contained in the Ordinance shall be complied with. The expenses of purchase shall be deemed an expense of the Trustee under **Section 7.03** hereof. The Trustee shall incur no liability for any purchase made in accordance with this **Section 5.07** or for its inability to purchase Bonds in excess of the redemption price thereof.

ARTICLE VI
ESTABLISHMENT OF FUNDS; PAYMENTS THEREFROM;
INVESTMENT OF MONEYS; SECURITY FOR THE BONDS

Section 6.01 Listing of Funds and Accounts. The following are the funds and accounts established by the Ordinance:

- (a) the Accommodations Fee Revenue Fund;
- (b) the Debt Service Fund, including an Interest Account, a Principal Account, and a Bond Redemption Account;
- (c) the Debt Service Reserve Fund; and
- (d) the Tourism Facilities Capital, Operation and Maintenance Fund;

As long as the Purchaser of the initial Series of Bonds is the sole Holder of all Outstanding Bonds and no Trustee has been appointed by the County pursuant to **Section 7.01** hereof, all funds and accounts established by this Ordinance will be held by the County.

One or more accounts may be established within any of the above funds as are reasonably necessary. It is intended by the Ordinance that the funds referred to in this **Article VI** (other than the Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in this **Article VI**. The initial implementation of this **Article VI** may, at the option of the County, be postponed until the occasion of initial issuance of Bonds pursuant to the Ordinance. Upon the issuance of any Junior Bonds, the Trustee shall then establish pursuant to the Junior Bond Ordinance a Junior Bond Debt Service Fund. Any debt service due on Junior Bonds shall be paid after all deposits with respect to Bonds have been made into the funds described in (a) through (d) above.

Section 6.02 Accommodations Fee Revenue Fund; Pledge of Accommodations Fee Revenues.

(a) There is hereby established a Accommodations Fee Revenue Fund to be maintained by the County or a Custodian appointed by the County pursuant to **Section 7.12** hereof and into which shall be deposited all Accommodations Fee Revenues as received by the County. Moneys in the Accommodations Fee Revenue Fund shall be withdrawn, and allocation and use therefrom shall be made at the direction of the County but only in the manner specified in this **Article VI** and in the order of priority according to items (b), (c) and (d) of **Section 6.01** hereof. Upon satisfaction on a Fiscal Year basis of all requirements for payments into the Debt Service Fund, the Debt Service Reserve Fund, the Tourism Facilities Capital, Operation and Maintenance Fund, and the Junior Bond Debt Service Fund, all moneys remaining in the Accommodations Fee Revenue Fund shall be transferred by the County, or by the Custodian, if such has been appointed, out of the Accommodations Fee Revenue Fund and into such account as directed by the County Administrator no later than 30 days following the last day of the Fiscal Year and used by the County for any lawful purpose.

(b) The Bonds shall be payable solely from and secured by a lien upon the Accommodations Fee Revenues in the manner provided herein, and the Accommodations Fee Revenues herein made applicable thereto are hereby irrevocably pledged to the payment of the Bonds, and to the payments into the various funds herein provided for, to the extent and in the manner provided for by the Ordinance. The

Bonds shall be equally and ratably secured hereunder by the Accommodations Fee Revenues without priority by reason of Series, number, date of enactment of Series Ordinance providing for the issuance thereof, the purposes or Projects for which the Bonds are issued, the date, date of sale, execution, issuance or delivery of the Bonds, or otherwise, and without regard to which section hereof the Bonds are issued under, except as hereinafter otherwise expressly provided. The pledge and lien securing the Bonds shall constitute a prior and paramount charge and lien on the Accommodations Fee Revenues, subject only to the provisions of the Ordinance restricting or permitting the application thereof for the purposes and on the terms and conditions set forth in the Ordinance. The Accommodations Fee Revenues shall immediately be subject to such lien and pledge without any physical delivery thereafter or further act, and such lien and pledge shall be valid and binding against all parties having claims of any kind, in tort, contract, or otherwise, against the County, whether or not the parties have notice thereof.

(c) The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all Holders of the Bonds without preference, priority, or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds or any of the others for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid and with respect to Junior Bonds, all Bonds shall rank *pari passu* and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.03 Debt Service Fund.

(a) There is hereby established a Debt Service Fund to be maintained by the County or, if a Trustee has been appointed, in trust by the Trustee, and within the Debt Service Fund there is hereby established a separate Interest Account, Principal Account, and Bond Redemption Account. This fund is intended to provide for the payment of the principal of, premium, if any, and interest on the Bonds as they respectively fall due. Payments into this fund shall be made in the manner prescribed by the Ordinance and all moneys in the Debt Service Fund shall be used solely to pay the principal of, redemption premium, if any, and interest on the Bonds, and for no other purpose; and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the Bonds. Earnings on investments of the Debt Service Fund shall become a part of the Debt Service Fund or at the written direction of the Authorized Representative and with an approving opinion of Bond Counsel be used for any lawful purpose related to the Project; provided, however, that by Series Ordinance the County may provide that earnings on moneys in the Debt Service Fund representing capitalized interest on any Series of Bonds may, during the construction period of any Project financed by that Series of Bonds, be transferred to the Construction Fund established for that Series of Bonds.

(b) Each month there shall be transferred (by the Custodian, if appointed) from the Accommodations Fee Revenue Fund (to the Trustee, if appointed) for deposit into the Debt Service Fund sufficient moneys so as to comply with the following provisions for the payment of the Principal and Interest Requirements on the Bonds then Outstanding:

(i) On or before the fifteenth day of each month (provided, that payments with respect to interest on Bonds of a Series need not begin until the month following the month in which the Series is issued and delivered) into the Interest Account of the Debt Service Fund, that amount which, together with equal, successive, monthly deposits in the same amount, will, together with any other funds on deposit from whatever source in the Interest Account of the Debt Service Fund which will be applied to the next interest payment, provide sufficient funds to pay the aggregate amount of interest to become due on the Bonds on the next interest payment date. If any Bonds are issued with provision that the interest rate thereon is subject to adjustment from time to time, the County shall provide in the Series Ordinance pursuant to which the Bonds are issued for any further and additional or alternate credits to the Interest Account as are necessary

to provide for the payment of interest thereon when due, taking into account any other funds as will be available for that payment. In making the transfers required by this paragraph, any amounts credited to the Interest Account representing accrued interest received on the sale of Bonds, interest accruing during the month in which the credit is made from capitalized proceeds of Bonds, and any other transfers and credits otherwise made or required to be made to the Interest Account shall be taken into consideration and allowed for.

(ii) On or before the fifteenth day of the month which precedes the first principal payment date on any Serial Bond by twelve (12) months, or if the first installment of principal of Serial Bonds of that Series shall become due in less than twelve (12) months from the date on which the Series is issued and delivered to the Purchaser thereof, then on or before the fifteenth day of the month immediately succeeding the month in which the Bonds of that Series are issued and delivered, and in any event prior to the date upon which the installment of principal falls due, and on or before the fifteenth day of each succeeding month thereafter, into the Principal Account of the Debt Service Fund, that amount which, together with equal, successive, monthly deposits in the same amount, will, together with any other funds on deposit from whatever source in the Principal Account of the Debt Service Fund which will be applied to the payment of principal next to become due, provide sufficient funds to pay the aggregate amount of the principal of Serial Bonds to become due on the next principal payment date.

(iii) On or before the fifteenth day of the twelfth (12th) month prior to the date upon which a mandatory redemption of Term Bonds of a Series falls due, or if the first mandatory redemption requirement on Term Bonds of that Series shall fall due in less than twelve (12) months from the date on which that Series is issued and delivered to the Purchaser thereof, then on or before the fifteenth day of the month immediately succeeding the month in which the Bonds of that Series are issued and delivered, and in any event prior to the date upon which any mandatory redemption requirement falls due, and on or before the fifteenth day of each succeeding month thereafter, an amount such that, if the same amount were credited to the Bond Redemption Account on the fifteenth day of each month thereafter and prior to the next date upon which a mandatory redemption requirement falls due on the Term Bonds of that Series, the aggregate of the amount so credited to the Bond Redemption Account for the purpose of redeeming the Term Bonds of that Series would on the latter date be equal to the amount (excluding accrued interest) required to redeem the principal amount of those Term Bonds required by the sinking fund installment then falling due on the Term Bonds of that Series.

At any time before Bonds of a Series subject to redemption from amounts deposited pursuant to this paragraph have been selected for redemption, or after the redemption date thereof, the County may, in lieu of making all or any portion of a payment with respect to that Series of Bonds required by this paragraph, deliver to the Clerk or the Trustee, if a Trustee has been appointed, for cancellation Bonds of that Series subject to redemption from amounts so paid, in which event the payments required by this paragraph shall be reduced by the applicable redemption price of the Bonds delivered for cancellation.

The Trustee or the Finance Director, as applicable, shall apply the moneys credited to the Bond Redemption Account to the retirement of the Term Bonds of each Series by redemption in accordance with the Series Ordinance providing for the issuance of that Series of Bonds, without further authorization or direction, on each mandatory redemption date with respect to the Term Bonds of that Series or, if directed in writing by the Authorized Representative, semiannually on both the redemption date and the date six (6) months prior to the redemption date, so that the aggregate amount applied will equal the amounts required to be credited to the Bond Redemption Account as mandatory redemption requirements for the Term Bonds of that Series on the

mandatory redemption date by the Series Ordinance providing for the issuance thereof; provided, however, that if the last mandatory redemption requirement for the Term Bonds becomes due on the stated maturity date thereof, the amount of the mandatory redemption requirement may be applied to the payment thereof at maturity.

The Trustee shall, if so directed in writing by the County, or the County, if no Trustee has been appointed, shall apply the moneys credited to the Bond Redemption Account for the retirement of the Term Bonds of a Series to the purchase of Bonds of such Series at a purchase price (including accrued interest and any brokerage or other charge) not to exceed the redemption price then applicable upon the mandatory redemption of those Bonds, plus accrued interest, in which event the principal amount of the Bonds required to be redeemed on the next ensuing mandatory redemption date shall be reduced by the principal amount of the Bonds purchased; provided, however, that no Bonds of the Series shall be purchased during the interval between the date on which notice of mandatory redemption of the Bonds is given and the mandatory redemption date set forth in the notice, unless the Bonds so purchased are Bonds called for redemption in the notice or are purchased from moneys other than those credited to the Bond Redemption Account.

The Trustee or the Finance Director, as applicable, shall keep and retain accurate records of application of each deposit of funds under this paragraph. The County or the Trustee, in the name and on behalf of the County, shall give notice of all redemptions in accordance with the provisions of **Article V** hereof. The accrued interest to be paid on the purchase or redemption of Bonds shall be paid from the Interest Account. All Bonds purchased or redeemed pursuant to this paragraph shall be cancelled and not reissued.

(iv) If, on any occasion when the payments required by paragraphs (i), (ii), and (iii), *supra*, are to be made, the sum total of the payments required by paragraphs (i), (ii), and (iii), *supra*, plus previous monthly payments and the remaining payments to be made prior to the next succeeding interest or principal and interest payment date, will not provide, together with any other funds in the Debt Service Fund to be applied to the payment of principal and interest, sufficient funds to meet the payment of the next succeeding installment of either principal (whether due at stated maturity or by mandatory redemption) or interest, or both, as the case may be, there shall be added to the payments to be made pursuant to paragraphs (i), (ii), and (iii), *supra*, with respect to any Series of Bonds, from the Accommodations Fee Revenue Fund and the account, if any, in the Debt Service Reserve Fund established with respect to that Series of Bonds, in that order, a sum equal to the deficiency; the effect of this subparagraph (iv) being to ensure that moneys in the Debt Service Fund and the Accommodations Fee Revenue Fund be applied equally and ratably to the payment of Bonds, without priority between Series, but that the moneys, if any, in the Debt Service Reserve Fund account established with respect to any Series of Bonds be applied solely to the payment of debt service on the Bonds of that Series.

(c) If at any time the amounts held in the funds established under this **Article VI** are sufficient to pay principal of, premium, if any, and interest on the Bonds then Outstanding to maturity or prior redemption, together with any amounts due the Trustee, the Trustee shall notify the County, and thereafter the Trustee or the County, if no Trustee has been appointed, shall apply the amounts in the funds to the payment of the principal of, premium, if any, and interest on the Bonds and any amounts due the Trustee and shall be required to pay over any excess moneys to the County.

Section 6.04 Debt Service Reserve Fund.

(a) There is hereby established a Debt Service Reserve Fund to be maintained by the County or, if a Trustee has been appointed, in trust by the Trustee. The Series Ordinance providing for the issuance of each Series of Bonds may provide for the establishment of a separate account, if any, within the Debt Service Reserve Fund with respect to the applicable Series of Bonds, and, if so established, shall specify the applicable Debt Service Reserve Fund Requirement with respect to that Series of Bonds. The Debt Service Reserve Fund account established with respect to any Series of Bonds is intended to ensure the timely payment of the principal of and interest on the Bonds of that Series and to provide for the redemption of Bonds of that Series at or prior to their stated maturities. Moneys in the Debt Service Reserve Fund account established with respect to any Series of Bonds shall be used for the following purposes, and the Trustee is authorized to use such moneys for the following purposes, and for no other:

(i) To prevent a Default in the payment of the principal of or interest on the Bonds of that Series, by reason of the fact that moneys in the Debt Service Fund are insufficient for those purposes.

(ii) To pay the principal of, interest on, and redemption premium, if any, of the Bonds of that Series in the event that all Outstanding Bonds of that Series be redeemed as a whole.

(iii) To effect partial redemption of the Bonds of that Series, provided that the redemption be undertaken in accordance with the provisions of the Ordinance permitting a partial redemption of Bonds and the balance remaining in the Debt Service Reserve Fund account following the partial redemption shall not be less than the Debt Service Reserve Fund Requirement, if any, with respect to the Bonds of that Series Outstanding following the partial redemption.

(iv) To effect the retirement of Bonds of that Series through purchase under the conditions herein prescribed.

(b) Whenever the market value of the cash and securities in the Debt Service Reserve Fund account established with respect to any Series of Bonds as determined by the Trustee or the County, if no Trustee has been appointed, in accordance with **Section 6.14** hereof shall exceed the Debt Service Reserve Fund Requirement, if any, with respect to that Series of Bonds, the excess may be used at the written direction of the Authorized Representative (i) to repurchase and retire Bonds of that Series at prices not exceeding the call price first to become available or then prevailing; (ii) subject to the provisions of paragraph (h) of this **Section 6.04**, transferred to the Debt Service Fund to be applied to the payment of debt service on that Series of Bonds; or (iii) with an approving opinion of Bond Counsel, transferred to the County and applied for any lawful purpose. Purchases of Bonds shall be effected by the County or if a Trustee has been appointed through the Trustee. Whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Trustee to cancel and destroy those Bonds and to deliver certificates evidencing that act to the County.

(c) Other than as provided in paragraphs (b), (e), (g) and (h) of this **Section 6.04**, withdrawals from the Debt Service Reserve Fund shall be made only to make available to the Trustee or if no Trustee has been appointed to be applied by the County, to effect payment of principal and interest and premium, if any, on the Bonds in accordance with this **Section 6.04**. Withdrawals shall be made not less than one (1) day nor more than five (5) days prior to the occasion when installments of principal and interest and premium, if any, become due or the applicable redemption or Bond purchase date, as applicable.

(d) Whenever the value of cash and securities (or the equivalent security permitted by Series Ordinance) in the Debt Service Reserve Fund account established with respect to any Series of Bonds as determined by the Trustee or the County, if no Trustee has been appointed, in accordance with **Section 6.14** hereof shall be less than the Debt Service Reserve Fund Requirement, if any, with respect to that Series of Bonds due to decline in market value or a withdrawal pursuant to **Section 6.04(a)(i)**, there shall be deposited, from the Accommodations Fee Revenue Fund after the payments required under **Section 6.03** have been made into the Debt Service Fund on or before the fifteenth day of each month into the Debt Service Reserve Fund account in an amount which, together with equal, successive, monthly deposits in the same amount, will provide cash and securities in the Debt Service Reserve Fund account of a value not less than the Debt Service Reserve Fund Requirement with respect to that Series within twelve (12) months next succeeding the determination.

(e) In lieu of the deposit of moneys into the Debt Service Reserve Fund account established with respect to any Series of Bonds to meet the Debt Service Reserve Fund Requirement with respect to that Series, the County may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Trustee or the County or other party acceptable to the Purchaser if no Trustee has been appointed, for the benefit of the Holders of the Bonds meeting the standard set forth in the Series Ordinance authorizing that Series of Bonds. The amount of moneys required to be deposited to the Debt Service Reserve Fund account shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter of credit shall be payable (upon the giving of notice as required thereunder) on any interest payment date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund account and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund account.

(f) If the issuer of a surety bond, insurance policy, or letter of credit on deposit in the Debt Service Reserve Fund shall fail to meet the standard set forth with respect thereto in the Series Ordinance, the County shall use reasonable efforts to replace the surety bond, insurance policy, or letter of credit with one issued by an issuer having a rating as described, but shall not be obligated to pay, or commit to pay, increased fees, expenses, or interest in connection with the replacement or to deposit Accommodations Fee Revenues in the Debt Service Reserve Fund in lieu of replacing the surety bond, insurance policy, or letter of credit with another, except as may be provided in such Series Ordinance.

(g) If the County obtains a surety bond, insurance policy, or letter of credit after the deposit of moneys to the Debt Service Reserve Fund account established with respect to any Series of Bonds, excess moneys shall be transferred to the Construction Fund established for that Series of Bonds, or if one does not exist, to the Debt Service Fund and applied to pay debt service on that Series of Bonds; provided that, if, in an opinion of Bond Counsel addressed to the Trustee, the excess moneys do not constitute "proceeds" within the meaning of Section 148(d) of the Code, they shall be transferred to the County for use by the County in any lawful purposes.

(h) Earnings on investment of moneys held in the Debt Service Reserve Fund account established with respect to any Series of Bonds, shall be credited to and become a part of such Debt Service Reserve Fund account.

Section 6.05 Tourism Facilities Capital, Operation and Maintenance Fund.

(a) There is hereby established the Tourism Facilities Capital, Operation and Maintenance Fund. Such fund shall be held and maintained by the County so long as any Bond remains Outstanding. The Tourism Facilities Capital, Operation and Maintenance Fund is intended to provide a source of funds for the operation and maintenance of tourism-related facilities within the County. Monies in the Tourism

Facilities Capital, Operation and Maintenance Fund may be expended only in accordance with Section 6-1-730(A) and Section 6-1-730(B) of the Code of Laws of South Carolina, 1976, as amended. The County shall in each annual budget provide for deposits to the Tourism Facilities Capital, Operation and Maintenance Fund, provided, however, that the County shall not budget for deposit to such fund Accommodations Fees in an amount which is greater than (i) 100% of the Accommodations Revenues deposited in the Accommodations Revenue Fund in the then-ending Fiscal Year minus (ii) that amount which is equal to 120% of all principal of and interest on Bonds and Junior Bonds which shall be due in the Fiscal Year to which such budget is applicable and (iii) the amount, if any, which must be deposited in the Debt Service Reserve Fund pursuant to **Section 6.04(d)** in the Fiscal Year to which such budget is applicable.

(b) In each month, but following the making of such monthly deposits as are required by **Sections 6.03(b)** and **6.04(d)** of this Ordinance, the County may deposit Accommodations Fee Revenues into the Tourism Facilities Capital, Operation and Maintenance Fund. The amount so deposited each month shall not exceed 1/12 of the amount budgeted for such Fund for the then-current Fiscal Year.

(c) The Finance Director shall keep and retain accurate records of the amount and application of each deposit of funds under this **Section 6.05**.

Section 6.06 Establishment of Construction Fund. There shall be created by each Series Ordinance (unless the sole purpose of the Bonds issued thereunder is to refund other obligations as further provided in **Section 3.04** herein) and established with the County, or, at the option of the County, the Trustee, a Construction Fund, the moneys in which shall be used to defray the Costs of the Project and Costs of Issuance with respect to the Projects financed.

Section 6.07 Deposits into Construction Fund. On the occasion of the delivery of any Series of Bonds, other than refunding Bonds, such proceeds, as specified in a Series Ordinance, shall be paid into the Construction Fund established for that Series as set forth in a Series Ordinance authorizing their issue.

Section 6.08 Withdrawals from Construction Fund. Withdrawals from the Construction Fund shall not be made except as provided in the Series Ordinance establishing the Construction Fund.

Section 6.09 Transfer of Surplus Construction Fund Moneys. All funds remaining in any Construction Fund established under a Series Ordinance upon completion of the Projects intended to be financed thereby shall be transferred to the Interest Account, Principal Account or Bond Redemption Account of the Debt Service Fund as directed in writing by the Authorized Representative and shall be used only to pay the principal of, premium, if any, and interest on the Bonds or Junior Bonds of the Series issued under the terms of the Series Ordinance or to acquire Outstanding Bonds of that Series at a price (exclusive of accrued interest) not exceeding the face amount thereof, or other lawful purpose.

Section 6.10 Investment of Funds.

(a) Any moneys held as part of any fund or account created under the Ordinance shall, at the written direction of and as specified by the Authorized Representative, be invested and reinvested by the Trustee or the Custodian of the fund, as the case may be, in Investment Obligations to the extent practicable. Any investments shall be held by or under the control of the Trustee or the Custodian of the fund, as the case may be, and shall be deemed at all times a part of those funds and the interest accruing thereon and any profit realized from investments shall be credited to the fund, and any loss resulting from investments shall be charged to the fund. The Trustee or the Custodian of the fund, as the case may be, is

directed to sell and reduce to cash funds a sufficient amount of investments whenever the cash balance in the fund is insufficient to make any necessary transfers or withdrawals from the fund.

(b) No Investment Obligation in any fund or account may mature beyond the latest maturity date of any Bonds Outstanding at the time the Investment Obligation is deposited.

(c) The Authorized Representative may at any time give to the Trustee or the Custodian of the fund, as the case may be, written directions respecting the investment of any moneys required to be invested hereunder subject however to the provisions of this **Section 6.10** and the Trustee or the Custodian of the fund, as the case may be, shall then invest the money under this **Section 6.10** as so directed by the Authorized Representative. The Trustee or the Custodian of the fund, as the case may be, may request in writing direction or authorization of the Authorized Representative with respect to the proposed investment of money under the provisions of the Ordinance. Upon receipt of any request accompanied by a memorandum setting forth details of any proposed investment, the Authorized Representative will either approve the proposed investment or will give written directions to the Trustee or the Custodian of the fund, as the case may be, respecting the investment of the money and in the case of the directions, the Trustee or the Custodian of the fund, as the case may be, shall then, subject to the provisions of this **Section 6.10**, invest the money in accordance with the directions.

(d) The Authorized Representative may enter into or direct the Trustee to enter into financial product agreements with respect to the Construction Fund, the Debt Service Fund, the Junior Bond Debt Service Fund and the Debt Service Reserve Fund provided the proceeds thereof are used for Project Costs; and provided, such financial product agreements must be in form and content acceptable to the Trustee, if any, in its sole discretion and the Trustee may charge reasonable additional legal fees in connection therewith.

Section 6.11 Trustee's and Custodian's Own Bond Department. Subject to **Section 6.10(a)**, the Trustee and any Custodian may make any and all investments permitted under **Section 6.10** through their respective bond departments.

Section 6.12 Trustee's and Custodian's Right to Rely. The Trustee and any Custodian may conclusively rely upon any investment directions given by the Authorized Representative within the limitations set forth hereinabove received pursuant to this **Article VI** and shall not be liable or responsible for (a) any diminution in the value of any investments made pursuant to this **Article VI** or for any loss arising from any sale or other disposition thereof, (b) any violation of any statute or of any policy or rules or regulations of or applicable to the County or of the Internal Revenue Service with respect to "arbitrage bonds," or (c) any requirement to rebate excess earnings earned on any funds established hereunder as provided under the Code.

Section 6.13 Pooled Investment of Moneys Held in Funds. The moneys in the funds established under the Ordinance may be pooled with each other for investment purposes.

Section 6.14 Valuation.

(a) For the purpose of determining the amount on deposit in any fund or account, Investment Obligations in which money in the fund or account is invested shall be valued at the market value of the obligations.

(b) The County or the Trustee, if a Trustee has been appointed, shall value the Investment Obligations in the funds and accounts held by the County or the Trustee, respectively, established under the Ordinance as of each June 30, within 45 days of that date. If a Trustee has been appointed, the County

shall value the Investment Obligations in all other funds and accounts established under the Ordinance as of each June 30, within 45 days of that date. In addition, the Investment Obligations held by the Trustee shall be valued by the Trustee at any time requested by the County on reasonable notice to the Trustee; provided, however, that the Trustee shall not be required to value the Investment Obligations more than once in any calendar quarter.

(c) For purposes of any valuation hereunder, the value of any surety bond, insurance policy, or letter of credit credited to the Debt Service Reserve Fund shall be the amount available to the Trustee or other beneficiary under the instrument as of the time of the calculation.

Section 6.15 Tax Covenant. No investment shall be made by the County of any of the funds set forth above which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code; provided, however, that this **Section 6.15** shall not prohibit the issuance of Bonds which are subject to federal income taxation upon their original issuance.

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ARTICLE VII TRUSTEE AND CUSTODIANS

Section 7.01 Appointment of Trustee, Security of Funds.

So long as the Purchaser of the initial Series of Bonds issued under this Ordinance continues to be the Holder of all Outstanding Bonds issued hereunder, no Trustee is required to be appointed. The County may appoint a Trustee by adoption of a resolution at the request of the Purchaser.

Upon the appointment of a Trustee, the Trustee shall signify its acceptance of the powers, duties, and obligations conferred and imposed upon it by this Ordinance, by executing and delivering to the County a written acceptance thereof.

The Trustee, including any successor Trustee shall, at the time of appointment, be a bank or trust company which is a member of the Federal Reserve System with a capital stock, surplus and undivided profits aggregating in excess of Five Hundred Million Dollars (\$500,000,000).

All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by the Ordinance. Unless the same be secured as trust funds in the manner provided by the regulations of the Comptroller of the Currency as from time to time in effect, all funds or securities in the custody of the Trustee, in excess of the amount of such deposit insured by the Federal Deposit Insurance Corporation, shall be secured and kept secured by direct obligations of the United States of a market value at least equal to the sum on deposit and not insured as aforesaid by the Federal Deposit Insurance Corporation.

All securities which shall be given to secure any fund as required by the provisions of this Article shall be placed in the custody of a duly chartered bank, other than the Trustee, which is a member of the Federal Deposit Insurance Corporation. Such other bank shall have a capital stock, surplus and undivided profits aggregating in excess of \$100,000,000.

Section 7.02 Duties and Obligations of the Trustee. Prior to the occurrence of any Event of Default and after the curing of all such Events of Default that may have occurred, the Trustee shall perform such duties and only such duties of the Trustee as are specifically set forth in this Ordinance and no implied covenants or obligations shall be read into this Ordinance against the Trustee. The duties and obligations of the Trustee are further subject to the following terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay reasonable compensation to all attorneys, agents, receivers, and employees as may be reasonably employed in connection with the trusts hereof. The Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by the Trustee. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the County) except that with respect to matters involving the exemption from federal income taxes of the interest on the Bonds, any attorneys shall be Bond Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non action in good faith in reliance upon the opinion or advice.

(b) The recitals of fact made in this Ordinance and in the Bonds shall be taken as statements of the County, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Ordinance or of the Bonds issued hereunder except with respect to the

authentication of any Bonds. Nor shall the Trustee be under responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

(c) The Trustee may become the owner of Bonds, secured hereby with the same rights which it would have were it not Trustee. The Trustee may also engage in or be interested in any financial or other transaction with the County.

(d) The Trustee shall be protected in acting under the Ordinance upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to the Ordinance upon the request or authority or consent of any person who at the time of making the request or giving the authority or consent is the Holder of any Bond, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds issued in exchange therefor or in place thereof, regardless of whether or not any notation of making the request or giving the authority or consent is made on the Bond.

(e) As to the existence or non-existence of any act or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the County by the Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a Default of which the Trustee has been notified as provided in subsection (f) of this **Section 7.02**, or of which by that subsection it is deemed to have notice, may also accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient, but may, at its discretion, obtain any further evidence deemed necessary or advisable, but shall in no case be bound to obtain it. The Trustee may accept a certificate of the Clerk under the seal of the County to the effect that an ordinance in the form therein set forth has been enacted by the Council as conclusive evidence that the ordinance has been duly enacted and is in full force and effect.

(f) The Trustee shall not be required to take notice or be deemed to have notice of any Default hereunder except failure by the County to cause to be made any of the payments to the Trustee required to be made by **Article VI** hereof, unless the Trustee shall be specifically notified in writing of the Default by the County, or by the Holders of at least twenty five percent (25%) in aggregate principal amount of all Bonds then Outstanding and all notices or other instruments required by the Ordinance to be delivered to the Trustee, must, in order to be effective, be delivered at the principal corporate trust office of the Trustee or at any other address as set forth in a Series Ordinance, and in the absence of notice delivered, the Trustee may conclusively assume there is no Default except as aforesaid.

(g) The Trustee shall not be required to give any bond or surety in respect to the execution of the trusts and powers or otherwise in respect of the premises.

(h) Before taking any action hereunder (with the exception of any required acceleration of Bonds pursuant to **Section 10.02** hereof and any notice required to be given pursuant to **Section 7.04** hereof), the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(i) The Trustee is not liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Bondholders under any provision of this Ordinance relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Ordinance.

(j) Whenever in the administration of this Ordinance the Trustee deems it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence thereof is specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate of an Authorized Representative.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Ordinance and final payment of the Bonds.

Section 7.03 Fees, Charges, and Expenses of Trustee. The Trustee shall be entitled to payment or reimbursement for reasonable fees for its services rendered hereunder, and all advances, counsel fees, and other expenses reasonably and necessarily made or incurred by the Trustee in connection with its services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided, that if extraordinary services or extraordinary expenses are occasioned by the willful neglect or default of the Trustee, it shall not be entitled to compensation or reimbursement therefor.

Section 7.04 Notice to Bondholders if Default Occurs. If a Default occurs of which the Trustee is by **Section 7.02(f)** hereof required to take notice or if notice of Default be given as in **Section 7.02(f)** provided, then the Trustee shall give such notice to the County and the Trustee may give written notice thereof by first class mail to the last-known Holders of all Bonds then Outstanding shown by the Books of Registry.

Section 7.05 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any conversion, sale, merger, consolidation, or transfer to which it is a party, *ipso facto*, subject to the approval of the County, shall be and become successor Trustee hereunder and vested with all powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.06 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving ninety (90) days written notice to the County, and by first class mail to each Holder of Bonds then Outstanding shown by the Books of Registry, and the resignation shall take effect upon the appointment of a successor Trustee or successor temporary Trustee by the Bondholders or by the County. The notice to the County may be served personally or sent by registered or certified mail.

Section 7.07 Removal of the Trustee. The Trustee may be removed at any time after thirty (30) days' notice either (a) by an instrument or concurrent instruments in writing delivered to the Trustee and to the County and signed by the Holders of a majority in aggregate principal amount of all Bonds then Outstanding, or (b) unless a Default has occurred and is continuing, by written direction of the Authorized Representative of the County delivered to the Trustee.

Section 7.08 Appointment of Successor Trustee by the County or the Bondholders. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken

under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed (a) by the County so long as the Bonds are not in Default, or (b) by the Holders of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by the Holders, or by their attorneys in fact, duly authorized. Every Trustee appointed pursuant to the provisions of this **Section 7.08** must meet all the requirements of **Section 7.01** hereof.

Section 7.09 **Concerning Any Successor Trustee.**

(a) Upon acceptance of appointment by the successor Trustee as provided in this **Section 7.09**, the County shall give notice of the succession of the Trustee to the trusts hereunder by first class mail to the Holders at the addresses shown on the Books of Registry. Each Trustee appointed hereunder shall signify its acceptance of the duties and obligations imposed upon it by the Ordinance as Trustee by executing and delivering to the County a written acceptance of its duties and obligations.

(b) Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor and also to the County an instrument in writing accepting appointment hereunder, and thereupon the successor, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessor; but the predecessor shall, nevertheless, on the written request of the County, or of its successor, and upon payment of all amounts due the predecessor pursuant to **Section 7.03** hereof, execute and deliver an instrument transferring to the successor Trustee all the estates, properties, rights, powers, and trusts of the predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the County be required by any successor Trustee for more fully and certainly vesting in the successor the estate, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any instruments in writing, shall, on request, be executed, acknowledged, and delivered by the County. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this **Article VII**, shall be filed or recorded by the successor Trustee in each recording office where the Ordinance shall have been filed or recorded.

Section 7.10 **Trustee Protected in Relving Upon Ordinances, Etc.** The ordinances, resolutions, opinions, certificates, and other instruments provided for in the Ordinance may be accepted by the Trustee as conclusive evidence of the acts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee for the release of property, the withdrawal of cash, and the taking or refusing to take any other action hereunder.

Section 7.11 **Successor Trustee as Trustee of Funds, Paying Agent, and Bond Registrar.** In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or has been removed shall cease to be trustee of the fund of which it is trustee, and paying agent for principal of and interest and premium, if any, on the Bonds and bond registrar, and the successor Trustee shall become such trustee, paying agent, and registrar, as the case may be.

Section 7.12 **Appointment of Custodians.** The Council may appoint a bank, trust company, national banking association, or national association as Custodian of the Accommodations Fee Revenue Fund, if any, and the Custodian shall signify its acceptance of the powers, duties, and obligations conferred and imposed upon it by the Ordinance by executing and delivering to the County a written acceptance thereof.

Section 7.13 **Duties and Obligations of Custodians.** The recitals of fact made in the Ordinance and in the Bonds shall be taken as statements of the County, and no Custodian shall be deemed to have made any representation as to their correctness, nor shall any Custodian be deemed to have made

any representation whatsoever as to the validity or sufficiency of the Ordinance or of the Bonds issued hereunder, nor shall any Custodian be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof, except to the extent provided for herein, nor shall any Custodian be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in response to the Ordinance, or the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction, nor shall any Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 7.14 Custodians Protected in Relying Upon Ordinances, Etc. All Custodians shall at all times be protected in acting upon any action, ordinance, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 7.15 Resignation of Custodians. Any Custodian may at any time resign and be discharged of its duties and obligations hereunder by giving to the County written notice of such resignation, specifying a date (not less than ninety (90) days after the notice) when the resignation shall take effect, and by written notice thereof to the Trustee. The resignation shall take effect upon the date specified in the notice unless previously a successor shall have been appointed, as hereinafter provided, in which event, the resignation shall take effect immediately upon the appointment and qualification of the successor.

Section 7.16 Removal of Custodians. Any Custodian may be removed at any time by the County or by the Holders of not less than fifty percent (50%) of the principal amount of the Bonds at that time Outstanding. In the event any Custodian is removed pursuant to the provisions of this Section 7.16, notice thereof shall be given by the County to the Trustee.

Section 7.17 Appointment of Successor Custodians.

(a) In case any Custodian shall resign or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by the County. The successor shall, in all instances, be a bank, trust company, national banking association, or a national association, and shall have a combined capital and surplus of not less than \$100,000,000.

(b) Immediately following the appointment, the County shall give written notice of the appointment to the Trustee.

(c) If, in a proper case, no appointment of a successor Custodian shall be promptly made pursuant to paragraph (a) above, any Bondholder may make application to any court of competent jurisdiction for the appointment of a successor and the court may thereupon, after any notice as the court may prescribe, appoint a successor.

Section 7.18 Concerning Any Successor Custodians. Any successor Custodian appointed as provided hereunder shall execute and deliver to its predecessor, the Trustee and the County a written acceptance of appointment and, thereupon, the successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties, and obligations of its predecessor hereunder, with the same effect as if originally named as Custodian, and its predecessor shall be obligated to pay over, transfer, assign, and deliver all moneys, securities, or other property held by it to its successor, and, on the written request of the County, the Trustee, or the successor, shall execute, acknowledge, and deliver all instruments of conveyance and further assurance and do all other things as

may be reasonably required for the vesting and confirming in the successor all the right, title, and interest of the predecessor in and to any property held by it.

Section 7.19 Merger of Custodians. Any bank or trust company into which any Custodian may be merged or with which it may be consolidated, or any bank or trust company resulting from any merger or consolidation to which it shall be a party, or any bank or trust company to which any Custodian may sell or transfer all or substantially all of its business, if the County approves, shall become the successor without the execution or filing of any paper or the performance of any other act.

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ARTICLE VIII COVENANTS

Section 8.01 Condition of County's Obligation; Payment of Principal and Interest.

(a) Each and every covenant herein made, including all covenants made in the various sections of this **Article VIII**, is predicated upon the condition that any obligation for the payment of money incurred by the County shall not create a pecuniary liability of the County or a charge upon its general credit, but shall be payable solely from the Accommodations Fee Revenues which are required to be set apart and transferred to the Debt Service Fund and the Debt Service Reserve Fund, which Accommodations Fee Revenues are hereby specifically pledged to the payment thereof in the manner and to the extent in the Ordinance specified and nothing in the Bonds or in the Ordinance shall be considered as pledging any other funds or assets of the County other than the Accommodations Fee Revenues.

(b) The Bonds, together with interest thereon, shall be limited obligations of the County payable solely from Accommodations Fee Revenues required to be set apart and transferred to the Accommodations Fee Revenue Fund for deposit to the Debt Service Fund and the Debt Service Reserve Fund, if any, and shall be a valid claim of the respective Holders thereof only against the Accommodations Fee Revenues to the extent provided in paragraph (a) of this **Section 8.01**. The Accommodations Fee Revenues are hereby pledged and assigned for the equal and ratable payment of the Bonds and shall be used for no other purposes than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Ordinance. The Bonds do not now and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation (other than Article X, Section 14, Paragraph 10 of the State Constitution authorizing obligations of political subdivisions payable solely from special sources not involving revenue from any tax or license), and shall never constitute nor give rise to a pecuniary liability of the County or a charge against the general credit or taxing powers of the County, the State or any of its agencies or political subdivisions. No recourse shall be had for the payment of the Bonds, or interest thereon, or any part thereof, against the several funds of the County, except from the Accommodations Fee Revenues in the manner and to the extent provided in the Ordinance. The Bonds, and interest thereon, shall not be a charge, lien, or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts, or revenues of the County other than the Accommodations Fee Revenues that have been pledged to the payment thereof.

Section 8.02 Performance of Covenants; Authority of the County. The County covenants that it will faithfully perform at all times all covenants, undertakings, stipulations and provisions contained in the Enabling Act, in the Ordinance, in the Bonds executed, authenticated, and delivered hereunder, and in all proceedings pertaining thereto. The County covenants that it is duly authorized under the Constitution and laws of the State to issue the Bonds authorized hereby, to enact the Ordinance, and to pledge the Accommodations Fee Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the enactment of the Ordinance has been duly and effectively taken; and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable obligations of the County according to the import thereof.

Section 8.03 Inspection of Accommodations Fee Revenue Records and Projects. The County covenants and agrees that all books and documents in its possession relating to the Accommodations Fee Revenues and Projects shall at all times be open to inspection during normal business hours by any accountants or other agents as the Trustee or the Purchaser may from time to time designate.

Section 8.04 Maintenance of Accommodations Fee Imposition. The County hereby covenants that so long as any Bond or Junior Bond remains Outstanding hereunder, it continue to impose the Accommodations Fee in accordance with the law of the State.

Section 8.05 Fiscal Year. Until changed to a different twelve-month period by the Council or by law, the County shall be operated on the basis of a Fiscal Year, which commences on the first day of July of each year and ends on the 30th day of June of the following year.

Section 8.06 Annual Audited Financial Statements and Certificates. The County shall provide the Trustee or the Bondholders, if no Trustee has been appointed, within one hundred twenty (120) days after the close of the Fiscal Year a copy of its audited financial statements during the Fiscal Year.

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**ARTICLE IX
DEFEASANCE OF BONDS**

Section 9.01 Defeasance of Bonds.

(a) If all of the Bonds issued pursuant to the Ordinance shall have been paid and discharged, then the obligations of the County under the Ordinance, the pledge of the Accommodations Fee Revenues made hereby, and all other rights granted hereby shall cease and determine. Bonds shall be deemed to have been paid and discharged within the meaning of this **Article IX** under each of the following circumstances:

(i) If the Trustee, or a Custodian, if no Trustee has been appointed, shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of the Bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Trustee or a Custodian, if no Trustee has been appointed, shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of the payment; or

(iii) If the County shall elect to redeem Bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided by **Section 5.03** hereof, and shall have deposited with the Trustee, or a Custodian maintaining corporate trust powers, if no Trustee has been appointed, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer thereof prior to the date of redemption of the Bonds to be defeased, the principal of and interest on which, when due, will provide moneys, which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on and prior to the redemption date or dates, as the case may be; or

(iv) If there shall have been deposited with the Trustee, or a Custodian maintaining corporate trust powers, if no Trustee has been appointed, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, or of the State or its political subdivisions, the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Bonds on the maturity thereof.

(b) In addition to the above requirements of paragraphs (i), (ii), (iii), or (iv) of subsection (a), in order for this Ordinance to be discharged, all other fees, expenses, and charges of the Trustee or Custodian have been paid in full at that time.

Section 9.02 Deposit of Moneys. Any moneys which at any time shall be deposited with the Trustee or Custodian by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are hereby assigned, transferred, and set over to the Trustee or the Custodian in trust for the respective Holders of the Bonds, and the moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the Holders of the Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Trustee or escrow agent to deposit the funds in the Accommodations Fee Revenue Fund.

Section 9.03 Election to Redeem Bonds. The County covenants and agrees that any moneys which it shall deposit with the Trustee or Custodian shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this **Article IX**, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee, if any, to cause notice of redemption to be given in its name and on its behalf.

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ARTICLE X
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 10.01 Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “*Event of Default*” or “*Default*”:

- (a) Failure to pay when due any interest on any Bond; or
- (b) Failure to pay when due the principal of any Bond (or premium, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon any mandatory redemption date; or
- (c) Subject to the provisions of **Section 10.10**, failure in the performance or observance of any other of the covenants, agreements, or conditions on the part of the County in the Ordinance or in the Bonds contained; or
- (d) If a court having jurisdiction over the premises shall enter a decree or order for relief in respect of the County in an involuntary case under any applicable bankruptcy, insolvency, reorganization, or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the County or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the decree or order shall remain unstayed and in effect for a period of ninety (90) consecutive days; or
- (e) If the County shall commence a voluntary case under any applicable bankruptcy, insolvency, reorganization, or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the County or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, shall admit in writing its inability to pay its debts that become due, or shall take any action in furtherance of any of the foregoing.

Section 10.02 Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the County, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and the principal and interest shall thereupon become and be immediately due and payable. Upon the occurrence of an Event of Default, if no Trustee has been appointed, the Bonds may be declared immediately due and payable by the Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding.

Section 10.03 Additional Remedies.

(a) Upon the happening and continuance of any Event of Default, the Holders of not less than fifty-one percent (51%) of the Outstanding Bonds, if no Trustee has been appointed, and if a Trustee has been appointed, the Trustee may, and upon the written request to the Trustee of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding shall, take one or more of the following actions as it may deem advisable:

- (i) By mandamus or other suit, action, or proceedings at law or in equity, enforce the rights of the Bondholders against the County, and any of its officers, agents, and employees, and require and compel the County, or any officer, agent, or employee to perform and carry out its or

his duties and obligations under the Enabling Act and the Ordinance and its or his covenants or agreements with the Bondholders;

(ii) By action or suit in equity, require the County and the Council to account as if they were the trustee of an express trust;

(iii) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; and

(iv) Bring suit upon the Bonds.

(b) Upon the occurrence of an Event of Default, the Trustee or the requisite Holders as provided in subsection (a) above shall have the power to proceed with any right or remedy granted by the Constitution and laws of the State, as it or they may deem best, including any suit, action, or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Trustee or such requisite Holders shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law. The rights herein specified are to be cumulative to all other available rights, remedies, or powers and shall not exclude any such rights, remedies, or powers.

Section 10.04 Rights of Bondholders.

(a) If an Event of Default shall have occurred, and if requested to do so by the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in **Section 7.02(h)** hereof, the Trustee shall be obliged to exercise one or more of the rights and powers conferred by this **Article X** as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

(b) No remedy by the terms of the Ordinance conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(c) No delay or omission in exercising any right or power accruing upon any Default or Event of Default shall impair any right or power or shall be construed to be a waiver of any Default or Event of Default or acquiescence therein and every right and power may be exercised from time to time and as often as may be deemed expedient.

(d) No waiver of any Default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 10.05 Application of Moneys Upon Default.

(a) If an Event of Default shall happen and shall not have been remedied, the County, upon demand of the Trustee or the Bondholder, if no Trustee has been appointed, shall pay or cause to be paid over to the Trustee or Bondholder:

(1) forthwith, all moneys and securities then held by the County which are credited to any account or fund under this Ordinance (specifically including any moneys and securities in the Accommodations Fee Revenue Fund, in any construction fund created with proceeds of

Bonds if construction of the Projects to be paid for thereby has been completed or terminated but exclusive of any amounts remaining in such construction fund that are in dispute between the County and any contractor); and

(2) as promptly as practicable after receipt thereof, all Accommodations Fee Revenues.

(b) All moneys received by the Trustee or the Bondholder pursuant to any right given or action taken under the provisions of this **Article X** shall, after payment of the costs and expenses of the proceedings resulting in the collection of the moneys and of the expenses, liabilities, and advances incurred or made by the Trustee or the Bondholders, be applied as follows:

(1) unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) *first*, to the payment of the persons entitled thereto of all installments of interest on Bonds then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference;

(ii) *second*, to the payment to the persons entitled thereto of the unpaid principal (and redemption premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference; or

(2) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds;

(3) to the issuers of any surety bond, insurance policy, or letter of credit on deposit in the Debt Service Reserve Fund ratably according to any reimbursement agreements between such issuers and the County;

After payment of all amounts provided above, any amounts in the Junior Bond Debt Service Fund shall be applied in the same order as above but only to the Holders of Junior Bonds.

(c) Whenever moneys are to be applied pursuant to the provisions of this **Section 10.05**, the moneys shall be applied at the times, and from time to time, as the Trustee or the Bondholders holding at least fifty-one percent (51%) of the Bonds Outstanding, if no Trustee has been appointed, shall determine, having due regard to the amount of moneys available for application in the future. Whenever the Trustee or the requisite number of Bondholders required above shall apply funds, the Trustee or such Bondholders shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which application is to be made and upon that date interest on the amounts of principal to be paid on

that date shall cease to accrue. The Trustee shall give notice as it may deem appropriate of the deposit with it of any moneys and of the fixing of any date, and shall not be required to make payment to the Holder of any Bond until it shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(d) Whenever all principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this **Section 10.05** and all expenses and charges of the Trustee shall have been paid, any balance remaining in the Debt Service Fund shall be paid to the County.

Section 10.06 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under the Ordinance or under any of the Bonds may be enforced by the Trustee or the requisite number of Bondholders required above without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the equal benefit of the Holders of the Bonds then Outstanding.

Section 10.07 Rights and Remedies of Bondholders. No Bondholder, other than Holders of at least fifty-one percent (51%) of the Bonds Outstanding if no Trustee has been appointed, shall have the right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Ordinance or for the execution of any trust hereof or for the appointment of a receiver or for any other remedy hereunder, unless all of the following conditions have first been satisfied: (i) a Default has occurred of which the Trustee has been notified as provided in **Section 7.02(f)** hereof, or of which by that subsection it is deemed to have notice, (ii) the Default shall occur and the Holders of at least fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute action, suit, or proceeding in its own name, (iii) the Trustee has been offered indemnity as provided in **Section 7.02(h)** hereof, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its, his, or their own name or names; and the notification, request, and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of the Ordinance, and to any action or cause of action for the enforcement of this Ordinance, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of the Ordinance by its, his, or their action or to enforce any right hereunder, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal benefit of the Holders of all Bonds then Outstanding. Nothing in the Ordinance contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the County to pay, but only from the Accommodations Fee Revenues, the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time, place, from the source, and in the manner provided in the Bonds.

Section 10.08 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under the Ordinance by the appointment of a receiver, by entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then the County and the Trustee shall be restored to their former positions and rights hereunder, and all rights and remedies and powers of the Trustee shall continue as if no proceedings had been taken.

Section 10.09 Waivers of Events of Default. If no Trustee has been appointed, the Holder of a majority in aggregate principal amount of all Bonds Outstanding, and if the Trustee has been appointed, the Trustee may and shall waive any Event of Default hereunder and its consequences upon the written request of the Holders of a majority in aggregate principal amount of all Bonds then Outstanding; provided, however, that there shall not be waived any Default in the payment of (i) the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or (ii) any interest when due on any Bond, unless prior to the waiver, all arrearages of interest, with interest at the rate of interest borne by the Bonds on overdue installments of interest, and all arrearages of payments of principal then due (whether at the stated maturity thereof or upon proceedings for redemption) with interest as aforesaid on the arrearages, and all expenses of the Trustee in connection with the Default shall have been paid or provided for, and in case of any waiver, or in case any proceeding taken by the Trustee on account of any Default shall have been discontinued or abandoned or determined adversely, then the County, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no waiver shall extend to any subsequent or other Default, or impair any right consequent thereon.

Section 10.10 Notice of Defaults; Opportunity of the County to Cure Defaults. No event under **Section 10.01(c)** hereof shall constitute an Event of Default until actual notice of the Default by registered or certified mail shall be given by the Trustee or by the Holders of not less than fifty-one percent (51%) of the aggregate principal amount of Bonds then Outstanding to the County, and the County shall have had thirty (30) days after receipt of the notice to correct the Default or cause it to be corrected, and shall not have corrected it or caused it to be corrected within the applicable period; provided, however, if the Default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the County as the case may be, within the applicable period, is diligently pursued, and the Default is corrected within ninety (90) days after the notice hereinabove specified has been received.

ARTICLE XI
AMENDING AND SUPPLEMENTING OF ORDINANCE

Section 11.01 Amending and Supplementing of Ordinance Without Consent of Holders of Bonds.

(a) The Council, from time to time and at any time and without the consent or concurrence of any Holder of any Bond, may enact a Supplemental Ordinance, provided the provisions of thereof shall not materially adversely affect the rights of the Holders of the Bonds then Outstanding, for any one or more of the following purposes:

(1) To make any changes or corrections in the Ordinance as to which the County and the Trustee if such has been appointed shall have been advised by counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or omission or mistake or manifest error contained in the Ordinance, or to insert in the Ordinance provisions clarifying matters or questions arising under the Ordinance as are necessary or desirable;

(2) To add additional covenants and agreements of the County for the purpose of further securing the payment of the Bonds;

(3) To surrender any right, power, or privilege reserved to or conferred upon the County by the terms of the Ordinance;

(4) To confirm as further assurance any lien, pledge, or charge or the subjection of the Accommodations Fee Revenues to any lien, pledge, or charge, created or to be created by the provisions of the Ordinance;

(5) To grant or confer upon the Bondholders any additional right, remedies, powers, authority, or security that lawfully may be granted to or conferred upon them, or to grant to or to confer upon the Trustee for the benefit of the Holders of the Bonds any additional rights, duties, remedies, powers, authority, or security;

(6) To modify any of the provisions of the Ordinance in any other respects provided that the modification shall not be effective until after the Bonds Outstanding at the time the Supplemental Ordinance is enacted shall cease to be Outstanding, or until the Holders thereof consent thereto pursuant to **Section 11.02** hereof, and any Bonds issued subsequent to any modification shall contain a specific reference to the modifications contained in the Supplemental Ordinance; and

(7) To make such additions, deletions or modifications as may be necessary to assure compliance with Section 148(f) of the Code relating to required rebate to the United States of America or otherwise as may be necessary to assure exemption from federal income taxation of interest on the Bonds.

(b) The County shall not enact any Supplemental Ordinance authorized by the foregoing provisions of this **Section 11.01** unless in the opinion of counsel addressed to the Trustee and the County (which opinion may be combined with the opinion required by **Section 11.04** hereof) the enactment of the Supplemental Ordinance is permitted by the foregoing provisions of this **Section 11.01** and the provisions of the Supplemental Ordinance do not adversely affect the rights of the Holders of the Bonds then Outstanding and will not affect the tax status of any Bonds then Outstanding, the interest on which is not subject to federal or State income taxation.

Section 11.02 Amending and Supplementing of Ordinance With Consent of Holders of Bonds.

(a) With the consent of the Holders of not less than a majority in principal amount of the Bonds then Outstanding, the Council from time to time and at any time may enact an Ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Ordinance, or modifying or amending the rights and obligations of the County under the Ordinance, or modifying or amending in any manner the rights of the Holders of the Bonds then Outstanding; provided, however, that, without the specific consent of the Holder of each Bond which would be affected thereby, no Supplemental Ordinance amending or supplementing the provisions hereof or thereof shall: (i) change the fixed maturity date of any Bond or the dates for the payment of interest thereon or the terms of the redemption thereof, or reduce the principal amount of any Bond or the rate of interest thereon or the redemption price (or the redemption premium) payable upon the redemption or prepayment thereof; (ii) reduce the aforesaid percentage of Bonds, the Holders of which are required to consent to any Supplemental Ordinance amending or supplementing the provisions of the Ordinance; (iii) give to any Bond or Bonds any preference over any other Bond or Bonds secured hereby other than authorized Series with respect to Junior Bonds; (iv) authorize the creation of any pledge of the Accommodations Fee Revenues, prior, superior, or equal to the pledge of and lien and charge thereon created herein for the payment of the Bonds; or (v) deprive any Holder of the Bonds of the lien on the Accommodations Fee Revenues afforded by the Ordinance. Nothing in this paragraph contained, however, shall be construed as making necessary the approval of the Holders of the Bonds of the enactment of any Supplemental Ordinance authorized by the provisions of **Section 11.01** hereof.

(b) It shall not be necessary that the consents of the Holders of the Bonds approve the particular form of wording of the proposed amendment or supplement or of the Supplemental Ordinance effecting the amending or supplementing hereof pursuant to this **Section 11.02**. The County shall mail a notice at least once, not more than thirty (30) days after the effective date of any amendment or supplement, of the amendment or supplement postage prepaid, to each Holder of Bonds then Outstanding at his address appearing upon the Books of Registry and to the Trustee, but failure to mail copies of the notice to any of the Holders shall not affect the validity of the Supplemental Ordinance effecting the amendments or supplements or the consents thereto. Nothing in this paragraph contained, however, shall be construed as requiring the giving of notice of any amendment or supplement of the Ordinance authorized by **Section 11.01** hereof. No action or proceeding to set aside or invalidate any Supplemental Ordinance or any of the proceedings for its enactment shall be instituted or maintained unless the action or proceeding is commenced within sixty (60) days after the mailing of the notice required by this paragraph.

(c) The County shall not enact any Supplemental Ordinance authorized by the foregoing provisions of this **Section 11.02** unless in the opinion of counsel addressed to the Trustee, if any, and the County (which opinion may be combined with the opinion required by **Section 11.04** hereof) the enactment of the Supplemental Ordinance is permitted by the foregoing provisions of this **Section 11.02** and the provisions of the Supplemental Ordinance do not adversely affect the rights of the Holders of the Bonds then Outstanding and will not affect the tax status of any Bonds then Outstanding, the interest on which is not subject to federal or State income taxation.

Section 11.03 Notation Upon Bonds: New Bonds Issued Upon Amendments. Bonds delivered after the effective date of any action taken as provided in this **Article XI** may bear a notation as to the action, by endorsement or otherwise and in form approved by the County. In that case, upon demand of the Holder of any Bond Outstanding after the effective date and upon the presentation of the Bond for that purpose at the office of the Trustee, or if no Trustee is appointed, the Clerk, and at any

additional offices as the County may select and designate for that purpose, a suitable notation shall be made on the Bond. If the County shall determine, new Bonds, modified as in the opinion of the County upon the advice of counsel to conform to the amendments or supplements made pursuant to this **Article XI**, shall be prepared, executed, and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged without cost to the Holder for Bonds then Outstanding, upon surrender of the Outstanding Bonds.

Section 11.04 Effectiveness of Supplemental Ordinance. Upon the enactment (pursuant to this **Article XI** and applicable law) by the Council of any Supplemental Ordinance amending or supplementing the provisions of the Ordinance and the delivery to the Trustee of an opinion of Bond Counsel that the Supplemental Ordinance is in due form and has been duly enacted in accordance with the provisions hereof and applicable law and that the provisions thereof are valid and binding upon the County, or upon any later date as may be specified in the Supplemental Ordinance, (a) the Ordinance and the Bonds shall be modified and amended in accordance with the Supplemental Ordinance, (b) the respective rights, limitations of rights, obligations, duties, and immunities under the Ordinance of the County, the Trustee, and the Holders of the Bonds shall thereafter be determined, exercised, and enforced under the Ordinance subject in all respects to the modifications and amendments, and (c) all of the terms and conditions of any Supplemental Ordinance shall be a part of the terms and conditions of the Bonds and of the Ordinance for all purposes.

Section 11.05 Series Ordinance Affecting Trustees. No Supplemental Ordinance changing, amending, or modifying any of the rights, duties, and obligations of any Trustee appointed by or pursuant to the provisions of the Ordinance may be enacted by the Council or be consented to by the Holders of the Bonds without written consent of the Trustee affected thereby.

ARTICLE XII MISCELLANEOUS

Section 12.01 Benefits of Ordinance Limited to the County, the Trustee, and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from the Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Trustee, and the Holders of the Bonds, any legal or equitable right, remedy, or claim under or by reason of or in respect to the Ordinance or any covenant, condition, stipulation, promise, agreement, or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Trustee, and the Holders from time to time of the Bonds as herein and therein provided.

Section 12.02 Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties, and agreements contained in the Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the Trustee, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 12.03 No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in the Ordinance or the Bonds, against any member of the Council, any officer or employee, in his individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee, past, present, or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Trustee or the Bondholder or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every member, officer, and employee is, by the enactment of the Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the enactment of the Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers, and employees of the County under the provisions contained in this Section 12.03 shall survive the completion of any Project and the termination of any Ordinance.

Section 12.04 Effect of Saturdays, Sundays and Legal Holidays. Whenever the Ordinance requires any action to be taken on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the Trustee is located, the action shall be taken on the first business day occurring thereafter. Whenever in the Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday or bank holiday in the State or in any state where the corporate trust office of the Trustee is located, the time shall continue to run until midnight on the next succeeding business day.

Section 12.05 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in the Ordinance on the part of the County, the Trustee, the Custodian or any paying agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then the covenant or covenants, or the agreement or agreements, or the portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in the Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of the Ordinance or of the Bonds, but the

Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of the Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.06 Law and Place of Enforcement of the Ordinance. The Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of the Ordinance shall be instituted in a court of competent jurisdiction in the State.

Section 12.07 Effect of Article and Section Headings and Table of Contents. The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of the Ordinance.

Section 12.08 Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with the Ordinance are hereby repealed to the extent of the inconsistency.

Section 12.09 Effectiveness of this Ordinance. This Ordinance shall become effective upon its enactment provided, however, that it shall not be necessary for the County to establish the funds and accounts created in **Article VI** hereof prior to the issuance of any Bonds.

ATTEST:

SIGNED:

Connie Y. Haselden, Clerk to County Council

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

CERTIFIED COPY OF ORDINANCE

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

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance enacted by the Council on March 21, 2013. The Ordinance was read at three public meetings of the Council on three separate days, January 17, 2013, February 17, 2013, and March 21, 2013. An interval of at least seven days occurred between second and third readings of the Ordinance. At each such meeting, a quorum of the Council was present and remained present throughout the meeting.

The meetings held on January 17, 2013, February 17, 2013, and March 21, 2013, were duly called regular meetings of the Council. As required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, a notice of said meeting (including the date, time, and place thereof, as well as an agenda) was posted prominently in the City-County Complex of the County at least twenty-four hours prior to said meeting. In addition, the local news media and all persons requesting notification of meetings of the Council were notified of the time, date, and place of such meeting, and were provided with a copy of the agenda therefor at least twenty-four hours in advance of such meeting.

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

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

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this _____ day of March, 2013.

(SEAL)

Clerk to Council, Florence County,
South Carolina

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Table Ordinance No. 28-2012/13

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance Providing For The Issuance And Sale Of Not Exceeding Six Million Dollars (\$6,000,000) Accommodations Fee Revenue Bonds Of Florence County To Be Designated Series 2013 And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 26-2012/13 provides for the refunding of the existing lease for the Jail and the Civic Center, along with the issuance of up to \$6,000,000 in additional funding for necessary major repairs and improvements to the Civic Center.
2. At current interest rates, the refunding of the existing lease will save over \$40,000 per year, for a total savings of over \$200,000.
3. **The County's financial advisor has polled various financial institutions which have indicated their preference for the capital lease financing structure, rather than the accommodations tax revenue bond structure. Therefore, Ordinance No. 28-2012/13 can be tabled.**
4. The necessary major repairs and improvements to the Civic Center include roof repairs, HVAC replacement, and lighting replacement, among other items. The facility is approaching twenty years old and many of these major build systems are beyond their useful life. Arena roof leaks impact sold-out events during inclement weather and the lack of a state-of-the-art lighting system may result in the loss of some annual conventions currently being held at the Civic Center.
5. The additional \$6,000,000 in funding will be repaid over 15 years at an estimated interest rate of 3.0%.

FUNDING FACTORS:

1. Florence County is currently paying its portion of the Civic Center operating deficit, debt service, marketing, and capital budget from the 3% local accommodations tax.
2. The annual debt service on the \$6,000,000 in new funding will be approximately \$500,000. The Civic Center's FY2012/13 capital budget is \$690,000. The Civic Center has agreed to reduce this capital budget to \$190,000 beginning in FY2013/14 and in future years. Therefore, this new debt service will require no additional annual funding from the County.

OPTIONS:

1. *(Recommended)* Table Ordinance No. 28-2012/2013.
2. Provide An Alternate Directive.

ATTACHMENTS:

NONE

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Boards & Commission
 Senior Center Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council Is Requested To Appoint Ms. Mary Baker To Serve On The Senior Center Commission Representing Council District 6 With Appropriate Expiration Term.

ATTACHMENTS:

Current Senior Center Commission membership listing.

SENIOR CENTER COMMISSION

AUTHORITY: ORDINANCE #10-2003/04 (Effective 10-21-03) and
ORDINANCE No. 03-2011/12 (Effective 10/20/11)
APPOINTED BY: COUNTY COUNCIL

Nine (9) voting members nominated from each of the nine (9) Council districts. Terms are for four (4) years, except those initially appointed with staggered terms. Members shall be eligible to serve for two (2) consecutive terms.

<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1		6/2015
2	Andrew Wilson 6897 Francis Marion Road Pamplico, SC 29583	319-1095 6/2014
3		6/2013
4	Bettie Huggins 776 East Smith Street Timmonsville, SC 29161	6/2015
5	Jean P. McPherson 2404 Arthur Road Florence, SC 29505 <u>Jeanpm26@aol.com</u>	662-1843 6/2014
6		6/2013
7	LeVance McIver 1522 N. Alpine Trail Florence, SC 29506	843-618-0733 6/2015

- | | | |
|---|--|--------|
| 8 | Earl Dawkins
446 Thomas Road
Florence, SC 29501 | 6/2014 |
| | | |
| 9 | Ruth Sandifer
1103 Old Marion Hwy.
Florence, SC 29506
<u>Lruthsandifer@sc.rr.com</u> | 6/2013 |

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly Financial Reports Are Provided To Council For Fiscal Year 2013 Through December 31, 2012 As An Item For The Record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY13
7/1/12 TO 12/31/12**

	YEAR-TO-DATE			
	BUDGETED	ACTUAL	REMAINING	PCT
	REVENUE	REVENUE	BALANCE	
REVENUES				
Taxes	35,540,067	30,003,235	5,536,832	15.58%
Licenses & Permits	1,329,750	604,897	724,853	54.51%
Fines & Fees	3,240,000	1,566,745	1,673,255	51.64%
Intergovernmental	5,926,783	2,175,935	3,750,848	63.29%
Sales and Other Functional	5,418,050	2,394,935	3,023,115	55.80%
Miscellaneous	499,000	91,722	407,278	81.62%
Operating Transfers	(1,452,343)	-	(1,452,343)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	50,501,307	36,837,468	13,663,839	27.06%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY13
7/1/12 TO 12/31/12**

		BUDGETED	YEAR-TO-DATE	REMAINING	
		EXPENDITURE	EXPENDITURE	BALANCE	PCT
EXPENDITURES					
10-411-401	County Council	352,229	152,774	199,455	56.63%
10-411-402	Administrator	618,172	301,696	316,476	51.20%
10-411-403	Clerk of Court	1,821,092	914,703	906,389	49.77%
10-411-404	Solicitor	1,051,131	501,604	549,527	52.28%
10-411-405	Judge of Probate	507,403	251,814	255,589	50.37%
10-411-406	Public Defender	771,702	347,428	424,274	54.98%
10-411-407	Magistrates	2,239,713	1,091,782	1,147,931	51.25%
10-411-409	Legal Services	79,650	34,798	44,852	56.31%
10-411-410	Voter Registration & Elections	572,617	435,815	136,802	23.89%
10-411-411	Finance	753,545	375,214	378,331	50.21%
10-411-412	Human Resources	345,813	190,532	155,281	44.90%
10-411-413	Procurement & Vehicle Maintenance	589,131	346,394	242,737	41.20%
10-411-414	Administrative Services	399,454	193,067	206,387	51.67%
10-411-415	Treasurer	1,224,670	563,583	661,087	53.98%
10-411-416	Auditor	465,256	224,436	240,820	51.76%
10-411-417	Tax Assessor	1,301,398	602,736	698,662	53.69%
10-411-418	Planning and Building	2,084,547	819,329	1,265,218	60.70%
10-411-419	Complex	1,186,224	592,541	593,683	50.05%
10-411-420	Facilities Management	735,247	333,658	401,589	54.62%
10-411-427	Information Technology	1,560,218	660,782	899,436	57.65%
10-411-446	Veteran's Affairs	148,551	75,589	72,962	49.12%
10-411-480	Senior Citizen Centers	327,008	136,946	190,062	58.12%
10-411-485	General Direct Assistance	217,996	136,923	81,074	37.19%
10-411-488	Contingency	999,010	156,581	842,429	84.33%
10-411-489	Employee Non-Departmental	399,502	294,834	104,668	26.20%
10-421-421	Sheriff's Office	15,422,473	7,765,523	7,656,950	49.65%
10-421-422	Emergency Management	2,466,321	1,182,706	1,283,615	52.05%
10-421-481	Rural Fire Departments	15,140	2,266	12,874	85.03%
10-451-423	EMS	4,411,492	2,055,831	2,355,661	53.40%
10-451-424	Rescue Squads	537,798	145,516	392,283	72.94%
10-451-425	Coroner	282,034	119,107	162,927	57.77%
10-451-441	Health Department	80,934	23,390	57,545	71.10%
10-451-442	Environmental Services	733,706	345,292	388,414	52.94%
10-451-485	Health Direct Assistance	14,502	2,052	12,450	85.85%
10-461-485	Welfare - MIAP & DSS	427,134	268,913	158,221	37.04%
10-471-451	Recreation	1,784,270	931,944	852,326	47.77%
10-471-455	County Library	3,569,732	1,777,400	1,792,332	50.21%
10-481-485	Literacy Council	4,515	1,129	3,386	75.00%
TOTAL		50,501,330	24,356,627	26,144,703	51.77%

Percent of Fiscal Year Remaining = 50.00%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/12 TO 12/31/12**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,723,817	231,637	3,492,180	93.78%	3,723,817	3,295,469	428,348	11.50%
112 Economic Development Partnership Fund	436,079	192,680	243,399	55.82%	436,079	53,853	382,226	87.65%
123 Local Accommodations Tax Fund	2,508,780	1,251,884	1,256,896	50.10%	2,508,780	754,600	1,754,180	69.92%
124 Local Hospitality Tax Fund	738,955	313,415	425,540	57.59%	738,955	595,332	143,623	19.44%
131 District Utility Allocation Fund	2,000,000	36,772	1,963,228	98.16%	2,000,000	2,000,000	-	0.00%
132 District Infrastructure Allocation Fund	1,315,000	94,141	1,220,859	92.84%	1,315,000	1,000,000	315,000	23.95%
151 Law Library Fund	87,787	9,123	78,664	89.61%	87,787	18,479	69,308	78.95%
153 Road System Maintenance Fee Fund	3,098,767	1,475,121	1,623,646	52.40%	3,098,767	1,343,208	1,755,559	56.65%
154 Victim/Witness Assistance Fund	192,119	93,002	99,117	51.59%	192,119	92,260	99,859	51.98%
421 Landfill Fund	4,131,276	1,711,123	2,420,153	58.58%	4,131,276	1,660,111	2,471,165	59.82%
431 E911 System Fund	486,254	129,344	356,910	73.40%	486,254	322,932	163,322	33.59%
TOTALS:	18,718,834	5,538,243	13,180,591	70.41%	18,718,834	11,136,243	7,582,591	40.51%

Percent of Fiscal Year Remaining: 50.00%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned
(See separate attachment for additional details.)

\$ 114,845,124

**Florence County Council
District Allocation Balances
December 31, 2012**

Council District #	Type of Allocation	Beginning Budget FY12	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	162,165.00	83,233.00	78,932.00
	Paving	167,125.00	112,437.00	54,688.00
	Utility	253,623.00	10,000.00	243,623.00
	In-Kind	19,800.00	2,770.00	17,030.00
2	Infrastructure	35,000.00	20,535.00	14,465.00
	Paving	201,465.00	3,564.00	197,901.00
	Utility	51,364.00	20,983.00	30,381.00
	In-Kind	19,800.00	4,563.00	15,237.00
3	Infrastructure	35,000.00	31,450.00	3,550.00
	Paving	211,878.00	-	211,878.00
	Utility	106,697.00	57,768.00	48,929.00
	In-Kind	19,800.00	71.00	19,729.00
4	Infrastructure	178,531.00	29,119.00	149,412.00
	Paving	100,998.00	30,180.00	70,818.00
	Utility	75,586.00	25,000.00	50,586.00
	In-Kind	19,800.00	3,697.00	16,103.00
5	Infrastructure	41,128.00	24,983.00	16,145.00
	Paving	99,387.00	-	99,387.00
	Utility	25,549.00	-	25,549.00
	In-Kind	19,800.00	98.00	19,702.00
6	Infrastructure	264,268.00	27,519.00	236,749.00
	Paving	252,910.00	49,896.00	203,014.00
	Utility	343,770.00	24,007.00	319,763.00
	In-Kind	19,800.00	7,168.00	12,632.00
7	Infrastructure	62,347.00	32,169.00	30,178.00
	Paving	211,021.00	-	211,021.00
	Utility	299,978.00	-	299,978.00
	In-Kind	19,800.00	-	19,800.00
8	Infrastructure	178,520.00	30,536.00	147,984.00
	Paving	78,485.00	-	78,485.00
	Utility	38,702.00	(17.00)	38,719.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	75,081.00	39,519.00	35,562.00
	Paving	110,303.00	88,652.00	21,651.00
	Utility	122,962.00	-	122,962.00
	In-Kind	19,800.00	-	19,800.00

Infrastructure funds to be used for capital projects or equipment purchases. (See guidelines)

Paving funds to be used for paving or rocking roads. See guidelines in County code.

Utility funds to be used for water, sewer, stormwater, and any infrastructure fund projects.

In-Kind funds to be used for projects completed by the Public Works Department.

FLORENCE COUNTY FORWARD CAPITAL PROJECT SALES TAX

As of December 31, 2012

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,967.80	\$ 14,229,979.96	\$ 16,165,244.85	\$ 1,511,523.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 4,626,828.98	\$ 3,745,247.97	\$ 263,229.88	\$ 8,635,306.83	\$ 130,116,313.17	6.22%
US 76 Widening	\$ 31,641,621.00	\$ 2,212,027.56	\$ 1,744,552.54	\$ 3,562.16	\$ 3,960,142.26	\$ 27,681,478.74	12.52%
TV Road Widening	\$ 34,519,290.00	\$ 1,958,449.80	\$ 2,242,268.86	\$ 59,704.50	\$ 4,260,423.16	\$ 30,258,866.84	12.34%
SC 51 Widening	\$ 151,533,817.00	\$ 2,323,268.78	\$ 19,766.14	\$ 10,549.24	\$ 2,353,584.16	\$ 149,180,232.84	1.55%
US 301 Bypass Extension	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	0.00%
	\$ 447,587,262.00	\$ 11,830,872.21	\$ 8,976,803.31	\$ 14,567,025.74	\$ 35,374,701.26	\$ 412,212,560.74	7.90%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 107,370,013.41		
Sales Tax Interest Earnings	\$ -				\$ 7,475,110.85	\$ 40,629,986.59	77.60%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 229,690,248.52	\$ 20,309,751.48	91.88%
	\$ 398,000,000.00				\$ 344,535,372.78	\$ 60,939,738.07	86.57%

NOTE 1: Revenue Received/Earned to Date is as of September 30, 2012, since capital project sales tax is received from the state on a quarterly basis.

NOTE 2: Merchant collection of sales tax will conclude on April 30, 2014, unless total collections, excluding interest, exceed \$148,000,000 prior to that date.

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council
Contract Addendum

DEPARTMENT: Florence County Detention Center
Procurement Department

ISSUE UNDER CONSIDERATION:

Approval of Addendum to Existing Swanson Services Corporation Contract to add the Cobra Inmate Housing Communications and Grievance Tracking and Processing Modules for Florence County Detention Center.

POINTS TO CONSIDER:

1. The Florence County Detention Center currently has several contracts with Swanson which provide accounting software used to manage inmate funds, Kiosks in the lobby of the Detention Center that are used to receipt inmate funds from the public, and a Booking Kiosk that allows arrestees to directly place fund into the Kiosk eliminating the officer's handling and accounting of funds. The contract with Swanson also provides all commissary items to inmates.
2. Florence County Detention Center inmates currently request commissary items and balance information through handwritten notes delivered by correctional officers to the appropriate personnel. Swanson's Inmate Housing Communications software module specializes in inmate specific services that will allow inmate communications to be entered directly into a Kiosk, thus proving a paperless permanent record of the communication. This reduces staff time, supply cost and provides a more efficient system while streamlining the communication process. The Grievance Tracking and Processing module will allow an accurate and comprehensive electronic paper trail of inmate grievances.
3. Swanson will provide nine (9) Kiosk to be placed in the Pods and Work Camp areas within the Detention Center at no charge. Infrastructure currently exists to support the deployment of the Kiosk. Maintenance and support for the Kiosk will be funded from the existing service fees upon the sale of commissary items. The kiosks will be used by the inmates to check fund balances, purchase commissary, read the inmate handbook, file grievances, and request medical treatment.
4. This addendum extends the current Swanson contract for four (4) years at which time the Kiosk machines will become the property of the Florence County Detention Center.

FUNDING FACTORS:

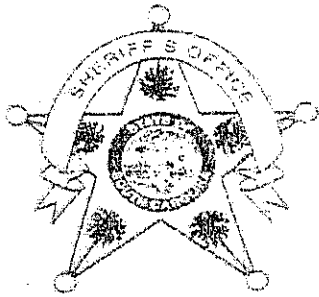
1. \$0 = Total cost to the Florence County Detention Center.

OPTIONS:

1. (*Recommended*) Approve as presented.
2. Provide an Alternative Directive.

ATTACHMENTS:

1. Letter of Recommendation from the Florence County Sheriff.
2. Swanson Services Corporation Contract Addendum.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

February 8, 2013

K. G. "Rusty" Smith, Jr.
County Administrator
180 North Irby Street MSC-G
Florence, South Carolina 29501

Dear Mr. Smith:

Rusty

I would like to recommend approval of this addendum to the existing Swanson Service Corporation contract for the Cobra Kiosk Resident Housing Communications and Grievance Tracking and Processing modules. This will provide for inmate communications to be entered directly into the Kiosk allowing staff to monitor and track request that will be paperless and permanent. The inmates can purchase commissary and telephone minutes, check their account balances, file grievances, and make request for medical treatment. They will be able to read the Inmate Handbook and see daily schedules, policies, rules and regulations. This provides streamlined services, a reduction in supply cost, provides documentation for court purposes, and automates the process eliminating the officer's involvement in each of these time consuming task.

Thank you for your consideration of this matter.

Sincerely,

William Kenney Boone
Florence County Sheriff

WKB/bc

Swanson Services Corporation®

New Service Request for:

Cobra Kiosk Document Manager

Swanson Services Corporation and the Florence Co Det Center (Client) located at 6719 Friendfield Rd Effingham SC 29541 hereby agree as follows:

This form hereby authorizes Swanson Services Corporation (SSC) to deploy documents via the Cobra Kiosk Document Manager to the above named Client's existing Cobra Kiosk system. Client documents will be loaded by a SSC technician after a Cobra Kiosk Document Manager Load Request form has been received by SSC.

Client Responsibilities

- Access granted to create files and folders on Client owned Cobra Banker database server.
- The Client is solely responsible for providing SSC with correctly formatted documents.
- The Client is solely responsible for maintaining a copy of all submitted document(s).
- The Client is solely responsible for the contents of the document(s).
- The Client is solely responsible for communicating if documents must be modified and/or removed. These directives must be submitted in writing to the appropriate SSC technician.
- The Client understands that all documents loaded will be available for residents to view on appropriately configured Cobra Kiosks.

SSC Responsibilities

- Access granted to create files and folders on SSC owned Cobra Banker database server.
- A SSC technician will implement the deployment of all Client documents, listed below.
- SSC will only store the Client documents where necessary to implement this request.
- SSC will implement the initial loading of all correctly formatted Client documents. After the initial load, if the Client requests that documents be added or removed, the Client will be charged a \$50.00 fee per document.
- SSC is not responsible for the content of any Client document.

Document Requirements

- All Client documents must contain a revision date within the document.
- Documents must be text only. They can **not** contain:
 - Tables
 - Images
 - Hyper-links
- Document Format:
 - HTM or HTML
- Document Name: This name will appear on the Cobra Kiosk, i.e. Inmate Handbook:
 - Minimum characters is 2
 - Maximum characters is 50
- Page Name(s): The name of the page(s) that will be deployed to the Cobra Banker server:
 - Page name must be the same as the document name (above) and must contain an underscore and page number at the end of the name, i.e. Inmate Handbook_1, Inmate Handbook_2, etc.
 - Lengthy documents are more easily navigated if separated into multiple pages.
- Cobra Kiosk screen resolution is 1024 by 768.

System Requirements

The following software must be installed on the Cobra Banker database server:

- Cobra Banker v1.9.0 version 24 or higher
- Cobra Kiosk Document Manager 1.0.0.1
- ConfigAll.msi (Web Kiosk) Version 1.2.0.1 or higher
- Setup Kiosk Utility version 1.0.0.1 or higher
- SetupWebKiosk.msi version 1.0.2.1 or higher

The following software must be installed on all Cobra Kiosks:

- SetupActivateWebKioskService.msi (Web Kiosk) version 2.0.0.1 or higher

Client Documents

List the document and page names and the action to be taken:

Cobra Kiosk Name	# of Files*	Action (Add/Remove)	Format (HTM/HTML)
Example: Inmate Handbook	3	Add	HTML

* The number of separate HTM/HTML files that make up the whole document. For instance, if the Inmate Handbook has been broken into 3 files named Inmate Handbook_1, Inmate Handbook_2 and Inmate_Handbook_3, the correct number of files would be three (3). If the entire handbook content is in one HTM/HTML document, the correct number of files would be one (1).

The undersigned has the authority to authorize Client system setup for Cobra Kiosk Document Manager and authorize database server access.

Client Name: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____



Cobra^{GT}

Grievance Tracking and Processing

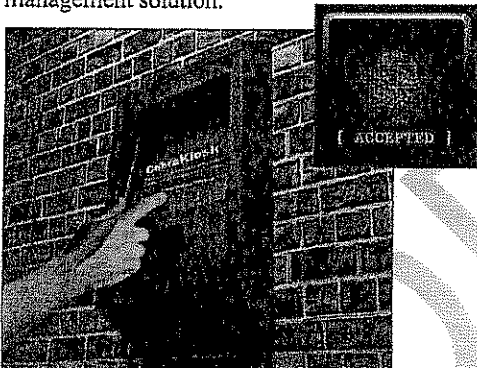
Fully automated grievance tracking that saves time and resources

Cobra GT™ is the powerful Cobra Banker® inmate banking software module that expands our resident housing kiosk capabilities with a fully automated grievance tracking and processing system.

Start resolving resident grievance issues faster and more thoroughly than ever before. Cobra GT's paperless system delivers state-of-the-art automation to reduce correctional facility staff hours—so you can reallocate precious resources where you need them most.

Our Cobra GT total grievance tracking solution is ACA-compliant

Developed against strict standards for creating and keeping an accurate and comprehensive electronic paper trail, ACA reporting compliancy is your assurance that Cobra GT is a complete, fully accountable grievance management solution.



Beginning with a touch of the screen, Cobra GT grievance tracking and processing software takes the inmate through a fast, easy communication process.

Advanced grievance management begins at the Cobra Kiosk™

The typical Cobra GT grievance management process begins when an inmate communicates a concern to your staff directly from a Cobra Kiosk™ resident housing station.

Upon gaining access to Cobra GT by fingerprint or password authorization, the inmate navigates through easy-to-follow, language-friendly options that permit a limited message of up to 1,000 characters to be typed on the touch-screen's keyboard.

Compare Cobra GT to Your Grievance Tracking Process

- ✓ Significantly reduces grievance process time
- ✓ Communication is as fast and easy as e-mail
- ✓ ACA-compliant processes and records
- ✓ Eliminates long, complicated, illegible queries
- ✓ Customizable to your facility's unique needs
- ✓ Creates a fully green grievance system

Customize Cobra GT to fit your operation

You and your staff determine the timing and content of communication back to the resident. You can also restrict individual or group access to Cobra GT based on resident conduct or other facility-defined variables.

In fact, since the entire grievance management process can be customized to your facility's unique operation, you and your staff stay in full control of the process. Grievance resolution has never been faster, easier and more accountable.

Proven performance from Swanson

Powerful, compliant grievance tracking and management. Another efficiency-optimizing solution from the twenty-eight-year masters of correctional facility technology at Swanson Services Corporation.

To find out about Swanson's performance, customer service and results, just ask around. Nearly six hundred clients coast-to-coast will tell you that the three words beneath our logo are the real deal. For more information about Cobra GT or any Swanson Services product, call a knowledgeable representative at (800) 742-7448.



SWANSON SERVICES CORPORATION®

Integrity... Service... Trust™

Nineteen Operations Centers Nationwide • Corporate Offices at 1133 Pennsylvania Street • Denver, CO 80203
(800) 742-7448 • www.swansons.net

CobraKiosk™

Resident Housing Communications

Optimize resident communications, streamline efficiency, grow revenue

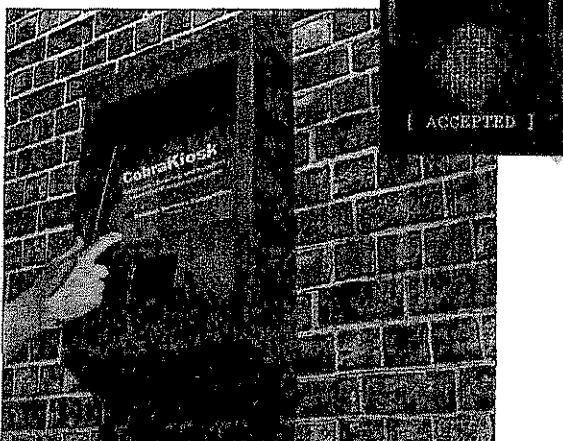
From automated commissary ordering that increases purchasing power to self-serve functions such as grievance initiation, visitation scheduling and other requests, Cobra Kiosk housing systems eliminate hundreds of staff hours and increase the integrity of communication between staff and residents.

Cobra Kiosk is a secure, closed circuit, customizable, self-serve tool that keeps residents in touch with their financial account history, commissary orders, facility policies, bulletins and more.

Cobra Kiosk taps the power of Cobra Banker™

A Cobra Kiosk system in your facility works integrally with key Cobra Banker software modules, including:

Commissary Funds Management module helps you optimize each inmate's buying power while enforcing purchasing restrictions and ensuring the availability of funds for receivables and other disbursements in real time. Unassisted, inmates simply use the kiosk touchscreen



Developed exclusively for the corrections industry Cobra Kiosk is a tested communications tool designed to increase revenue and bring greater efficiency to your facility.

to select commissary items and send the order to your Cobra Banker software for batch processing.

Cobra GT™ module works with Cobra Kiosks to free up valuable staff time in a paperless, ACA-compliant grievance and request management process.

Document Manager™ module reduces paper and labor costs by allowing inmates to view your handbook and other facility-approved documents on your Cobra Kiosk system.

A Swanson Cobra Kiosk System in Your Facility

- ✓ Increases resident buying power with easy touchscreen commissary ordering
- ✓ Reduces labor costs via direct inmate access to individual and facility information
- ✓ Optimizes efficiency with an automated ACA-compliant grievance tracking process
- ✓ Removes tedious work from your staff and promotes inmate responsibility
- ✓ Streamlines your facility's entire resident-staff communication process...and it's green!

Proven performance from Swanson

Powerful revenue-growing communications systems in your housing pods. Another efficiency-optimizing solution from the twenty-eight-year masters of correctional facility technology at Swanson Services Corporation.

To find out about Swanson's performance, customer service and results, just ask around. Nearly six hundred clients coast-to-coast will tell you that the three words beneath our logo are the real deal. For more information about Cobra Kiosk or any Swanson Services product, call a knowledgeable representative at (800) 742-7448.



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Swanson Services Corporation®
Cobra Kiosk™ Hardware Purchase Agreement

This agreement, dated Jan 31st , 2013 , between Swanson Services Corporation®, hereafter referred to as "Swanson", and the Florence Co Detention Center, located at 6719 Friendfield Rd Effingham, SC(State), 29541(Zip) hereafter referred to as "Buyer". Whereas Buyer wishes to have Swanson sell Cobra Kiosk™ Hardware which will be interfaced with Swanson's proprietary COBRA Banker® software and Buyer wishes to purchase such hardware, therefore the following is agreed:

- A. Swanson agrees to sell Cobra Kiosk units to Buyer under the terms and conditions of:
 - a. The Cobra Kiosk Hardware Purchase Agreement herein
 - b. The Cobra Kiosk Installment Sales Contract
 - c. Schedule "A" Equipment Listing
- B. Buyer wishes to purchase (9) Cobra Kiosk units at Thirty-four hundred and Ninety-five (\$3,495.00) dollars each. The total purchase amount is (\$0.00).
- C. Buyer elects to pay the above sum: 1. in one lump sum billed upon completion of installation, or 2) other payment arrangement as follows: Four Year commissary extention with like terms per original commissary contract dated: 3/10/1999. The commencement date will extend to Jan 31st 2017.
- D. Buyer will be responsible for providing the required internet access to be used exclusively for the online support function. Additionally, responsibility for the installation and mounting of the Cobra Kiosk units will be the responsibility of the Buyer.
- E. It shall be the Buyer's responsibility to pay any and all taxes imposed on, or related to, the Kiosk equipment covered in this agreement and to provide insurance against damage or loss on equipment covered in this agreement.
- F. Ownership and all rights to Swanson-provided software shall remain at all times with Swanson. Buyer shall protect such rights against any attempt to view, copy, or tamper without the express written consent of Swanson.
- G. Upon completion of the terms of this Contract and payment in full from Buyer, ownership of the Cobra Kiosk units will be conferred upon Buyer

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals of the day and year first above written.

Buyer Authorized Signature

Date

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Report to Council

DEPARTMENT: Human Resources

ISSUE UNDER CONSIDERATION:

Authorize The Addition Of Director Of Fire/Rescue Services Position To Be Funded From FY 13 Budgeted Funds.

POINTS TO CONSIDER:

1. Section 9.3C (5) of the Personnel Policy Manual requires Council authorization for the addition of a permanent, new position on the County payroll.
2. There is funding available in the FY 13 budgeted funds to cover the cost of the additional position; however, there will need to be additional funding budgeted for FY 14 to cover the annualized cost of the additional position.

FUNDING FACTORS:

1. \$36,667 = Estimated cost to fund position (including benefits) for four months to be funded from FY 13 budgeted funds.
2. \$110,000 = Estimated annualized cost (including benefits) required to be funded in FY 14 budget.

OPTIONS:

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

ATTACHMENTS:

Job Description.

**FLORENCE COUNTY, SOUTH CAROLINA
JOB DESCRIPTION, FEBRUARY 2013**

JOB TITLE: DIRECTOR OF FIRE/RESCUE SERVICES

GENERAL STATEMENT OF JOB

The Director is responsible for planning, organizing, directing and administering fire programs and fire emergency response operational guidelines for the unincorporated Fire District(s) within the County. Plans and directs the County's provision of emergency services and insures required resources are available to provide such services. Forecasts fiscal requirements, oversees the preparation of the departments' annual budget requests and monitors departmental expenditures. Reports to the County Administrator.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Reviews the work of subordinates for completeness and accuracy, evaluates and makes recommendations as appropriate, offers advice and assistance as needed. Coordinates and facilitates all training for departments under his/her authority.

Insures all activities are conducted in accordance with established County policies, procedures and protocols.

Adheres to and enforces at all levels within the department all County policies, ordinances, Federal and State regulations, including ADA, S. C. Ethics Act, EEO, zero drug, and zero tolerance for sexual harassment programs, etc.

Receives and investigates complaints and concerns regarding department personnel and procedures from the general public; takes appropriate action as needed.

Develops and establishes the implementation of the County Fire Rescue standard operating procedures' guides (SOG's or SOP's as appropriate) while ensuring compliance with Federal, State, local laws and national consensus standards.

Provides administrative oversight of the County Fire Fund. Prepares the annual budget for the Fire Departments

DIRECTOR OF FIRE/RESCUE SERVICES

Evaluates County Fire District(s) needs such as equipment, gear, apparatus, etc. Guides the County Fire Departments in the fire service needs, policy, standards, laws, mandates and goals; recommends and implements such policies.

Develops a plan for the maintenance and upkeep of all stations, apparatus and equipment.

Reviews and prioritizes Fire Fund capital expenditures in accordance with the County Council's established goals of improving service delivery and County Fire ISO ratings.

Develops a County Fire Rescue resource database, establishes an apparatus replacement program, surveys and forecasts major building renovations or construction projects that would qualify as Fire Fund capital projects.

Develops plans to improve or maintain current ISO ratings and work towards equalizing coverage throughout the County.

Develops plans for fire reporting and records management, a Fire Prevention and Inspection Program, and a Training Program for the Fire District(s).

Develops bid packages for Fire Fund capital purchase as required. Negotiates contracts with municipalities, industries, contractors and individuals concerning capital investments and financial agreements in the best interest of the Fire Department with approval of the County Administrator and County Council. Oversees the specification requirements desired on special equipment, fire engines, service trucks and other equipment. Oversees the work of the fire station building projects.

Coordinates Fire Department activities with other local, county, state and federal agencies.

Communicates with the news media concerning emergencies and public relations matters.

Prepares and delivers status reports to the County Administrator/County Council as required.

Keeps abreast of local, state and federal laws and regulations which effect, or could affect operations.

ADDITIONAL JOB FUNCTIONS

May fill the role as Emergency Support Function (ESF) 4, in the event of the County Emergency Operations Center (EOC) is activated.

DIRECTOR OF FIRE/RESCUE SERVICES

May respond to major emergency incidents in the County to assist the emergency's Incident Commander.

Performs all other related duties as assigned.

MINIMUM TRAINING AND EXPERIENCE

Requires a Bachelor's Degree, completion of required training and education at the S. C. Fire Academy and FEMA certification supplemented by eight to ten years of experience in fire protection, with at least three years as Chief or Director level. Must have knowledge and experience in writing fire related grants, purchasing fire apparatus and equipment, construction of fire stations, ISO ratings in rural fire departments, operating with volunteer firefighters, the delivery of First Responder, Basic Life Support and Advanced Life Support, and County Fire Departments. Must possess a valid driver's license.

Required S. C. Fire Academy and FEMA Training:

- 1152 Basic Fundamentals of Interior Structural Firefighting or equivalent
- American Heart Association CPR/AED for Healthcare Provider
- NIMS IS 100
- NIMS IS 200
- NIMS IS 300
- NIMS IS 400
- NIMS IS 700 National Incident Management Systems
- NIMS IS 703 National Incident Management Systems
- NIMS IS 704 National Incident Management Systems
- NIMS IS 800 National Response Plan
- SC Fire Academy Incident Command

Effective: February 2013

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council
Donation of Surplus Property

DEPARTMENT: Florence County Procurement

ISSUE UNDER CONSIDERATION:

Declare Unit Sequence #5018, 1987 Ford F350 Serial #1FDKE30L7HHA14427, As Surplus Property And Authorize Donation Of Said Vehicle To The Johnsonville Rescue Squad.

POINTS TO CONSIDER:

1. The truck was purchased with grant funds and County funds for the Johnsonville Rescue Squad in 2002 and has been utilized by the department since that time.
2. The Johnsonville Rescue Squad is requesting that the County donate the truck to the squad.
3. Florence County Code requires County Council approval for disposal of surplus property.

OPTIONS:

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

ATTACHMENTS:

Letter of request from Johnsonville Rescue Squad dated December 22, 2012.

**JOHNSONVILLE
RESCUE SQUAD**

P.O. BOX 1021
JOHNSONVILLE, S.C. 29555
PHONE 843-386-2522 or 843-319-5563

December 22, 2012

Honorable Roger Poston
Florence County Councilman
2504 Big Swamp Rd.
Pamplico, S. C. 29583

Re: 1987 Ford Crash Truck, Mileage 114,979

Dear Councilman Poston,

We hereby request that Florence County convey the title on the above vehicle to Johnsonville Rescue/EMS. When purchased this "used" vehicle, we paid more than 1/2 of the cost and used our grant money for that year for the balance. This can be conveyed to us as surplus equipment.

We would appreciate Florence County transferring this title to us.

Kindest personal regards,


Thomas E. Redmond, Chief

BREATH - FAX
665-3070

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declare Unit #VS234, A 2010 Ford F150, As Surplus Property For Disposal Through Public Internet Auction Via GovDeals And Authorize The Proceeds From The Sale Be Allocated To The Sheriff's Office To Offset Costs To Replace.

POINTS TO CONSIDER:

1. The 2010 Ford F150, Unit #VS234, was damaged during an automobile accident. The unit was scheduled to be replaced within the near future and has little value or is obsolete to the using department.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.
4. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.
5. The Sheriff's Office has requested that the proceeds from the sale be allocated to the department to offset costs associated with the replacement of the unit.

FUNDING FACTORS:

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

OPTIONS:

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

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declare A 2003 Ford E450, V#849 As Surplus Property And Authorize Disposal Through Public Internet Auction Via GovDeals.

POINTS TO CONSIDER:

- 1) The 2003 Ford E450 bus has been replaced by a 2012 Ford E350 "Starcraft Allstar" 24-passenger bus.
- 2) Florence County requires County Council approval for disposal of surplus vehicles.

FUNDING FACTORS:

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

OPTIONS:

- 1) *(Recommended)* Approve as presented.

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Design Of A Prototype EMS Station For Future Construction Of Emergency Medical Services Facilities By Collins And Almers Architecture In The Amount Of \$37,500 To Be Funded From Contingency Funds.

POINTS TO CONSIDER:

- 1) The County has identified the need for a study of the Emergency Medical Services Department and the existing facilities. The preliminary findings indicate the need for additional EMS stations at various locations in the County.
- 2) Collins and Almers Architecture will design a prototype EMS station which will be used for future construction of emergency medical facilities. There is an initial design fee of \$37,500. An additional fee of 25% of the full fee will be charged each time the "prototype" design is used. The additional fee cover the architect's liability and minor changes necessary to accommodate the new site location.
- 3) The initial design fee will be funded from Contingency Funds.
- 4) Collins and Almers Architecture are on the County's pre-approved architectural firm list.

FUNDING FACTORS:

\$37,500 = Design fee for a prototype EMS station for future construction of EMS facilities.

OPTIONS:

- 1) (*Recommended*) Approve as presented.
- 2) Provide an Alternate Directive.

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Public Works
Procurement

ISSUE UNDER CONSIDERATION: Approve Award Of Bid #06-12/13 For Construction Of The New Manned Convenience Center In Lake City To Kirven Construction, Inc., Darlington, SC In The Amount Of \$531,000 To Be Funded \$250,047 From 314-471-451-100-8600, \$74,545 From 421-441-432-200-6411 and \$206,408 From Previously Approved Funds. *(5 Compliant Bids).*

POINTS TO CONSIDER:

- 1) Bid #06-12/13 was publicly offered.
- 2) Five (5) bids were received; five (5) bids were compliant.
- 3) Kirven Construction, Inc., Darlington, SC was the lowest compliant bidder for construction of the new Manned Convenience Center in Lake City in the amount of \$531,000.
- 4) URS Corporation recommends the bid award.
- 5) The bid expires May 17, 2013.

FUNDING FACTORS:

- 1) \$531,000 = Total cost of construction of the new Manned Convenience Center in Lake City to be funded \$250,047 from 314-471-451-100-8600, \$74,545 from 421-441-432-200-6411 and \$206,408 from previously approved funds.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Letter of Recommendation from URS Corporation.

Dept: Public Works Lake City Convenience Center Invitation-to-Bid #06-12/13		Bid Opening Date: 1/17/2013 Time: 2:00 PM Advertised Date: MN 12/17/12, SCBO 12/13/12 Invitations to Bids Distributed: 7		
Name of Bidder	Meets Specs	Submitted Bid	Non-Local (2% Addition)*	BID TOTAL INCL. LOCAL PREFERENCE
Cherokee, Inc. 6928 Cheval St. Columbia, SC	Yes	\$795,000.00	\$15,900.00	\$810,900.00
C. Ray Miles Construction, Inc. 39 Plaza Dr. Lugoff, SC	Yes	\$589,000.00	\$11,780.00	\$600,780.00
Kirven Construction, Inc. P.O. Box 540, Darlington, SC	Yes	\$531,000.00	\$10,620.00	\$541,620.00
North American Const., Inc. 124 W. McIver Rd, Florence, SC	Yes	\$796,250.00	Local	\$796,250.00
Palmetto Corp. 3873 Hwy 701 N, Conway, SC	Yes	\$640,000.00	\$12,800.00	\$652,800.00

Notes:

*2% Local Preference-Florence County Code, Section 11-62

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the apparent low bidder as stated on this bid result.

January 18, 2013

Suzanne S. King
Administrative Services Director
Florence County
180 North Irby Street MSC-G
Florence, SC 29501

Reference: Florence County - Lake City
Solid Waste Convenience
Center
Project No.: 46422572

Dear Mrs. King,

On January 17, 2013, bids were received for the referenced project from five (5) different bidders. All bids have been tabulated, checked for accuracy, and certified. The results of the bids are as follows and a detailed Bid Tabulation is attached:

<u>Bidder</u>	<u>Amount</u>
Kirven Construction, Inc.	\$531,000
C. Ray Miles Construction Co., Inc.	\$589,000
Palmetto Corp of Conway	\$640,000
Cherokee, Inc.	\$795,000
North American Construction Co.	\$796,250

We would like to recommend that the project be awarded to Kirven Construction, Inc. in the amount of \$531,000. If you concur with our recommendation, please move forward with the execution of a Notice of Award as well as the other contract documents. When the contracts are executed, we will proceed with the scheduling of a pre-construction conference in which a Notice to Proceed can be issued to the contractor. Thank you for your cooperation and if we can be of any further assistance with the contract awards process, please let me know.

Sincerely,

URS Corporation

Michael H. Hanna, P.E.
Branch Manager

Enclosures

cc: Patrick Fletcher, Florence County

URS Corporation
425 South Cashua Drive, Suite A
Florence, SC 29501
Tel: 843.665.9166
Fax: 843.665.9167

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2572.docx

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: Recreation Department

ISSUE UNDER CONSIDERATION: Authorize The Construction Of A Football Field At Laverne Ard Park In the Estimated Amount of \$110,000 To Be Funded From Previously Allocated Bond Funds.

POINTS TO CONSIDER:

- 1) By taking this action, Council is authorizing the use of funds for this project that were previously designated for recreation projects in the Pamplico area in the 2008 Bond Issue.
- 2) The construction of the football field will be in compliance with County procurement codes.

FUNDING FACTORS:

- 1) One time cost estimated at \$110,000 to construct the football field.
- 2) Recurring costs estimated at \$4,000 annually for mowing and chemical applications.

OPTIONS:

- 1) *(Recommended)* Approve as presented.
- 2) Provide Alternate Directive.

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Reports to Council
South Carolina Department of Public Safety

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUE UNDER CONSIDERATION:

Council is requested to approve the submission of a grant application in the amount of \$48,477 under the South Carolina Department of Public Safety Victims Of Crime Act Grant Program to provide for personnel cost for a full-time victim advocate that speaks fluent Spanish to assist with Spanish speaking crime victims.

POINTS TO CONSIDER:

- 1) The Florence County Sheriff's Office will submit an application utilizing SC Department of Public (VOCA) Victims of Crime Act Grant Program funds to provide for personnel cost for a full-time Victims Advocate that speaks Spanish to assist with Hispanic crime victims by providing on-scene contact. Once these individuals are victims, due to the language barrier, many of the victims have difficulty communicating their issues to law enforcement, thus not allowing them to receive the proper services that English speaking victims are able to request.
- 2) If awarded, the grant funds will pay for personnel cost for one fiscal year for a Bilingual Victim's Advocate meeting the needs for potential underserved victims due to language barriers. Resubmission of applications will be required for years two through five.
- 3) There is a 20% required local match funds.
- 4) The County will be required to maintain and fully fund the staff position at the end of the last period funded by the grant.

FUNDING FACTORS:

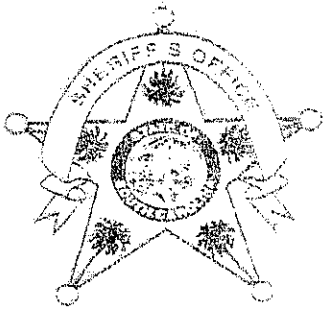
- 1) \$48,477 = Total personnel and start-up cost for a Bilingual Victims Advocate as outlined under the South Carolina Department of Public Safety (VOCA Victims of Crime Act Grant Program application for FY14.
- 2) \$9,695 = required local match to be budgeted in Florence County Sheriff's Office FY 14 departmental budget.
- 3) The remaining fiscal years have a required match of 20% of the total funding received which must be budgeted in FCSO departmental funds.

OPTIONS:

- 1) *(Recommended)* Approve as presented.
- 2) Provide an Alternate Directive.

ATTACHMENTS:

Letter of Recommendation from the Florence County Sheriff.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

February 8, 2013

K.G. "Rusty" Smith, Jr.
County Administrator
180 North Irby Street
Florence, South Carolina 29501

RE: SCDPS Victims Of Crime Act Grant

Dear Mr. Smith:

Rusty

The Florence County Sheriff's Office would ask that Council approve the submission of a South Carolina Department of Public Safety Victims of Crime Act Grant to provide for a Bilingual Victims Advocate in the amount of \$48,477.00. If awarded, this would fund Victim's Advocate who will be able to speak fluent Spanish to assist with Spanish speaking crime victims.

Thank you for supporting our efforts.

Sincerely,

William K. Boone

William K. Boone
Florence County Sheriff

WKB/bc

6719 Friendfield Road • Effingham, South Carolina 29541
Sheriff (843) 665-2121 • Detention Center (843) 665-9944

FLORENCE COUNTY COUNCIL MEETING

February 21, 2013

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Florence County Sheriff's Office
Procurement Department

ISSUE UNDER CONSIDERATION:

Declare Two (2) Glock 21 SF Handguns, Serial Numbers PAU211 And SWK702, As Surplus Property For The Purpose Of Awarding To Retiring Employees.

POINTS TO CONSIDER:

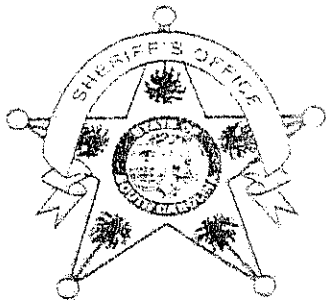
1. The Florence County Sheriff's Office is recommending that (2) Glock 21 SF serial number PAU211 and SWK702 be declared surplus.
2. It is the policy of the Florence County Sheriff's Office to award a service weapons to sworn employees retiring in good status.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. Lt. Keith von Lutken retired January 1, 2013 from the Florence County Sheriff's Office.
6. Tommy Sullivan retired on July 12, 2012.

OPTIONS:

1. *(Recommended)* Declare two (2) weapons as surplus property and award to retiring employees.
2. Provide alternate instructions.

ATTACHMENTS:

Letter of Recommendation from the Florence County Sheriff.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

February 4, 2013

K. G. "Rusty" Smith, Jr.
County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Smith:

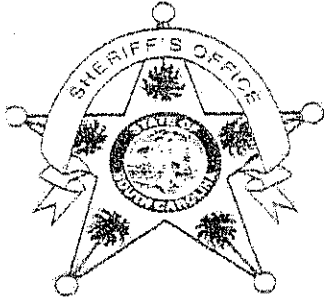
It is the policy of the Florence County Sheriff's Office to award service handguns to sworn employees retiring in good status. I would like to request that County Council declare one (1) Glock 21 SF serial number PAU211 as surplus for the purpose of awarding it to Tommy Sullivan who retired July 12, 2012.

Thank you for your assistance in this matter.

Sincerely,

William Kenney Boone
Florence County Sheriff

WKB/bc



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

February 4, 2013

K. G. "Rusty" Smith, Jr.
County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Smith:

Rusty

It is the policy of the Florence County Sheriff's Office to award service handguns to sworn employees retiring in good status. I would like to request that County Council declare one (1) Glock 21 SF serial number SWK702 as surplus for the purpose of awarding it to Lt. Keith Von Lutcken who retired on January 1, 2013 to begin his tenure as Florence County Coroner.

Thank you for your assistance in this matter.

Sincerely,

William Kenney Boone
Florence County Sheriff

WKB/bc

Florence County Council Meeting
February 21, 2013

AGENDA ITEM: Other Business
Infrastructure Project
Council Districts 4, 5, and 9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$8,500 From Council Districts 4, 5, and 9 Infrastructure Funding Allocations To Assist The Delmae League With The Purchase Of A John Deere 1200A Reconditioned Bunker And Field Rake.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Amount: <u>\$2,834</u>	<u>\$2,833</u>	<u>\$2,833</u>
Signed: <u>verbally approved</u> Mitchell Kirby District 4	<u>signature pending</u> Kent C. Caudle District 5	<u>verbally approved</u> Willard Dorriety, Jr. District 9

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
February 21, 2013

AGENDA ITEM: Other Business
Infrastructure Project
Council Districts 3 and 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$5,000 From Council Districts 3 and 7 Infrastructure Funding Allocations (\$2,500 From Each District) To Assist The Pee Dee Community Action Partnership Transitional Shelter With The Purchase Of A Refrigerator, Deep Fryer, Microwaves, Dining Table And Chairs.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Amount: \$2,500 \$2,500

Signed: verbally approved – signature pending verbally approved – signature pending

Alphonso Bradley
District 3

Waymon Mumford
District 7

Date: _____

ATTACHMENTS:

Copy of Request from Pee Dee Community Action Partnership Transitional Shelter

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council



PEE DEE COMMUNITY ACTION PARTNERSHIP

Transitional Shelter

411 South Jarrott Street
Florence, South Carolina 29506

Office No.: (843) 678-3410

Fax No.: (843) 678-3412

Walter Fleming, Jr.
Executive Director

Rev. Mack T. Hines
Shelter Manager

February 6, 2013

Councilman Waymon Mumford
180 North Irby Street
Florence, SC 29501

Dear Mr. Mumford,

I am asking for funds for the PDCAP Transitional Shelter to purchase several needed items. We are in need of a refrigerator, deep fryer, microwaves, dining table and chairs. I am asking for \$5,000.00 to cover the cost for the items.

Our supportive program offers self-sufficiency, achieving and managing sobriety and recovery, vocational and employment services and skill building.

Thanking you in advance for your attention to this matter.

Dr. Mack T. Hines
Shelter Director

cc: Rusty Smith

Florence County Council Meeting
February 21, 2013

AGENDA ITEM: Other Business
Infrastructure/Utility Project

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$8,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$1,000 Each District) To Purchase AEDs For The City-County Complex.

FUNDING SOURCE:

XXX Infrastructure Road System Maintenance Fee XXX Utility

Requested by Councilmember: H. Morris Anderson, District 9

Amount: <u>\$1, 000</u>	\$1,000	\$1,000
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Signed: _____ Roger M. Poston	_____	_____
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Amount: <u>\$1,000</u>	\$1,000	\$1,000
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Signed: _____ Kent C. Caudle	_____	_____
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Amount: <u>\$1,000</u>	\$1,000	
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Signed: _____ James T. Schofield	_____	_____
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Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

2/21/13

AGENDA ITEM: Other Business
Council District #6

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$8,470.00 from Council District #6 funding allocations to pay for rock and crushed asphalt for Nelson Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED:


Requested by Councilmember: Russell Culberson

Date: 1-22-13

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
February 21, 2013

AGENDA ITEM: Other Business
Utility Project
Requested by Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$12,000 From Council District 4 Utility Funding Allocation To Assist The Town Of Timmons ville With The Purchase Of Two (2) Lawn Mowers.

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
Mitchell Kirby

Date:

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

PROPOSED ADDITIONS TO THE
FEBRUARY 21, 2013 AGENDA

DESCRIPTION
(Requested by)

DATE REC'D

ITEM

OTHER
BUSINESS:

Council District 3

02/14/13

Approve The Expenditure Of Up To \$40,227 From
Council District 3 RSMF Funding Allocation To
Pay For The Resurfacing Of Fraser Street.

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
February 21, 2013

AGENDA ITEM: Other Business
Road System Maintenance Fee (RSMF) Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$40,227.00 From Council District 3 RSMF Funding Allocation To Pay For The Resurfacing Of Fraser Street.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
XXX Road System Maintenance
_____ Utility

SIGNED: verbally approved – signature pending

Requested by Councilmember: Alphonso Bradley

Date: _____

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council