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, MARCH 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. SWEARING-IN OF NEWLY ELECTED MEMBER OF COUNCIL:

Council District 1

VI. MINUTES:

A. MINUTES OF THE FEBRUARY 21, 2013 REGULAR MEETING **[1]**
Council Is Requested To Approve The Minutes Of The February 21, 2013 Regular Meeting Of County Council.

B. MINUTES OF THE MARCH 7, 2013 SPECIAL CALLED MEETING **[20]**

Council Is Requested To Approve The Minutes Of The March 7, 2013 Special Called Meeting Of County Council.

VII. PUBLIC HEARINGS:

No Public Hearings Are Required Or Scheduled.

VIII. APPEARANCES:

A. CHRIS GOSSETT – SCDOT **[25]**

Mr. Gossett Requests To Appear Before Council To Apprise Council And The General Public Of The Progress On The 2006 Capital Project Sales Tax (Florence Forward).

B. S. PORTER STEWART, II, CHAIRMAN – SCHOOL DISTRICT 1 **[27]**

Mr. Stewart Requests To Appear Before Council To Address The Capital Project Sales Tax Act And The Possible Educational Component.

C. SANDERS TATE, AIA, LEED AP **[29]**

Mr. Tate Requests To Appear Before Council To Provide An Update On The Progress Of The Florence County Museum Construction.

IX. 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)

City-County Conference Committee

X. RESOLUTIONS/PROCLAMATIONS:

A. PROCLAMATION – 2013 DISABILITIES AWARENESS MONTH **[31]**
A Proclamation To Proclaim The Month Of March 2013 As Disabilities Awareness Month In Florence County.

B. PROCLAMATION – NATIONAL TELECOMMUNICATIONS WEEK **[34]**
A Proclamation Designating The Week Of April 14 – 20, 2013 As National Public Safety Telecommunications Week In Florence County.

C. PROCLAMATION – WEEK OF THE YOUNG CHILD **[36]**
A Proclamation Recognizing And Supporting The Efforts Of North Vista Elementary School As They Celebrate The Week Of April 14 – 20, 2013 As The Week Of The Young Child 2013: Early Years Are Learning Years.

D. RESOLUTION NO. 18-2012/13 **[38]**
A Resolution Authorizing Approval Of A Memorandum Of Understanding Between Progress Energy Carolinas, Inc., H.B. Robinson Steam Electric Plant (HBRSEP) Unit No. 2 And The Florence County Sheriff's Office (FCSO) To Provide Security Presence In The Event Of An Emergency And Authorizing The County Administrator To Execute Said Agreement.

E. RESOLUTION NO. 19-2012/13 **[41]**
A Resolution Designating April 2013 As Fair Housing Month In Florence County.

F. RESOLUTION NO. 20-2012/13 **[43]**

A Resolution Authorizing The Submission Of An Application By Florence County To The State Of South Carolina Community Development Block Grant (CDBG) Program For A Community Infrastructure Grant To Provide Infrastructure Upgrades For The Town Of Timmonsville Service Area.

XI. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 17-2012/13 ***(Deferral)*** **[45]**

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. 26-2012/13 **[48]**

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.

3. ORDINANCE NO. 27-2012/13 **[97]**

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.

B. SECOND READING

There Are No Ordinances For Second Reading.

C. INTRODUCTION

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

XII. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. HOWE SPRINGS FIRE DISTRICT BOARD [146]

Approve The Appointment Of Mr. Paul Morrison To Serve On The Howe Springs Fire District Board Of Directors To Replace William "Billy" Dillon (Who Has Accepted The Job Of Fire Chief For The Howe Springs Fire District) With Appropriate Expiration Term.

B. LIBRARY BOARD OF TRUSTEES [149]

Approve The Appointment Of Charlie Raines To The Florence County Library Board Of Trustees To Represent Council District 5, With Term Beginning May 1, 2013 And Expiring April 30, 2017.

XIII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS [151]

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

B. ADMINISTRATION/IT/FINANCE

DEDICATED FIBER LINE [157]

Approve The Installation Of A 10 Gigabyte Dedicated Fiber Line From The City-County Complex To The Planning Building And The New County Museum At An Estimated Cost Of $100,000 To Be Funded $80,000 From Available Excess Bond Funds And $20,000 From The Museum Construction Budget.

C. BUILDINGS AND GROUNDS/PROCUREMENT

SOLE SOURCE PROCUREMENT **[158]**

Authorize The Award Of A Sole Source Procurement To A To Z Coatings And Insulation, Inc., Florence, SC, The Only Certified Applicator/Installer In The Region, For The Installation Of A GACO Western Solventless Silicone Coating System On The Public Works Building In The Amount Of $70,200 To Be Funded From Previously Approved Funds.

D. CONVENTION & VISITORS BUREAU/GRANTS

SC DEPARTMENT OF PARKS, RECREATION & TOURISM GRANT **[161]**

Approve Grant Application For A Tourism Advertising Grant (TAG) In The Amount Of $90,000 From The South Carolina Department Of Parks, Recreation & Tourism (SCPRT) For The Florence Convention And Visitors Bureau For The Implementation Of The Florence County Marketing Plan For FY14.

E. ECONOMIC DEVELOPMENT/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY **[162]**

Approve The Purchase Of A 2011 Honda Odyssey Van In The Amount Of $25,163 From Honda Of South Carolina Manufacturing, Inc. For The Florence County Economic Development Partnership; Declare A 2007 Honda Odyssey Van (VIN#5FNRL38687B450435) Surplus And Authorize The Sale Of The Vehicle Via GovDeals in An Estimated Amount Of $15,000 With Proceeds Allocated To The Department To Offset The Cost Of The Replacement Vehicle.

F. RECREATION/PROCUREMENT **[164]**

ENVIRONMENTAL DISCOVERY CENTER FEASIBILITY STUDY

Award The Lynches River County Park Environmental Discovery Center Expansion Feasibility Study In The Amount Of $28,000 To Collins And Almers Architecture, Florence, SC To Be Funded From FY13 Recreation Departmental Funds.

G. PROCUREMENT

1. **AWARD RFQ #12-12/13** **[166]**
Authorize A Contract With The Consortium Of Stevens And Wilkinson, Columbia, SC, Justice Planning Associates, Columbia, SC And Goforth Brown And Associates, Florence, SC To Provide Strategic Planning And Facility Programming Services For The Florence County Administrative And Judicial Complex For A Fixed Fee Of $148,000, Plus Reimbursables (Estimated To Cost $6,000).

2. **DECLARATION OF SURPLUS PROPERTY** **[168]**
Declare Eight (8) Vehicles As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

XIV. OTHER BUSINESS:

A. INFRASTRUCTURE

SOUTH LYNCHES FIRE DISTRICT **[170]**
Declare One (1) Vehicle (V0930 A 2006 Chevrolet 2500 HD 4x4) As Surplus; Authorize The Sale Of The Vehicle To The South Lynches Fire District In The Amount Of $8,600; And, Approve The Funding From Council District 1 Infrastructure Funding Allocation For The Purchase Of The Vehicle.

B. INFRASTRUCTURE/UTILITY

FRANCIS MARION RECREATION **[172]**
Approve The Expenditure Of Up To $3,000 ($1,500 From Council District 6 Infrastructure Funding Allocation And $1,500 From Council District 7 Utility Funding Allocation) To Purchase An Ice Machine For Francis Marion Recreation Complex.

C. UTILITY

PAMPLICO EMS **[173]**
Approve The Expenditure Of Up To $1,474 From Council District 2 Utility Funding Allocation To Pay For Materials To Be Used In The Installation Of A Driveway At The Pamplico EMS.

XV. EXECUTIVE SESSION:

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

- Pending Real Property Transaction
- Personnel Matter – Sheriff's Office

XVI. 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.

B. 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.

C. ORDINANCE NO. 28-2012/13 **[174]**

At its regular meeting of February 21, 2013, Council unanimously voted to Table This Ordinance: 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.

XVII. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the February 21, 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, FEBRUARY 21, 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:
Connie Reel-Shearin, Clerk of Court
Sheriff Kenney Boone
Keith Lutcken, Coroner
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
Dale Rauch, Facilities Coordinator
Ray McBride, Library Director
Barbara Coker, Administrative Manager Sheriff's Office
John Sweeney, Morning News
Tonya Brown, TV15 Reporter
Patricia Burkett, TV13 Reporter

DRAFT

A notice of the regular meeting of the Florence County Council appeared in the February 20, 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 Schofield called the meeting to order. Secretary-Chaplain Mumford provided the invocation and Vice Chairman Bradley led the Pledge of Allegiance to the American Flag. Chairman Schofield welcomed everyone attending the meeting.

APPROVAL OF MINUTES:

Councilman Caudle made a motion Council Approve The Minutes Of The January 17, 2013 Regular Meeting Of County Council. Councilman Dorriety 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. 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.

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.

APPEARANCES:

PETE SIELER AND BRUCE SMITH – 2013 BUILDING BRIDGES

Mr. Sieler And Mr. Smith Appeared Before Council To Discuss The Upcoming Building Bridges Program. Chairman Schofield thanked them for attending and for the work being done through the Building Bridges program.

BENNY A. MULLINS, SAFETY AND TRAINING MANAGER - PDRTA

Mr. Mullins Appeared Before Council To Discuss Cato Road. He stated the residents didn't understand why part of Cato Road was paved and part was not. At the request of Chairman Schofield, County Administrator Rusty Smith explained that the portion of the road that was paved was a State road and the portion that was not was County maintained. Mr. Mullins requested Council pave the unpaved portion of the road. Councilman Caudle requested that if/when funding became available (approximately $2+ million) he would like the paving of Cato Road to be a priority. Mr. Smith stated this was a good example of the need for the continuance of the capital project sales tax to continue with infrastructure improvements in the County. Mr. Mullins presented signed petitions for the record (attached and incorporated by reference).

COMMITTEE REPORTS:

JUSTICE & PUBLIC SAFETY:

Committee Chairman Mumford stated the Committee continued to meet with other interested parties to discuss litter concerns and work toward a solution to the problem.

AGRICULTURE, FORESTRY, MILITARY AFFAIRS & INTERGOVERNMENTAL RELATIONS:

Committee Chairman Bradley stated the City-County Conference Committee met earlier in the week to discuss the demolition of two (2) properties (dilapidated home and hotel) in the east Florence area. It was the consensus of the Committee members to conduct additional research regarding the hotel property and obtain an assessment of the residential property.

RESOLUTIONS/PROCLAMATIONS:

PROCLAMATION – PURPLE HEART COUNTY

The Clerk published *A Proclamation Declaring Florence County As A Purple Heart County*, in its entirety. Councilman Caudle made a motion Council approve the Proclamation as presented. Councilman Dorriety seconded the motion, which was approved unanimously. Councilman Mumford presented Commander Roosevelt Wallace and VA Officer Randy Godbold with a framed Proclamation.

RESOLUTION NO. 16-2012/13

The Clerk published the title of Resolution No. 16-2012/13: 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. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Kirby seconded the motion, which was approved unanimously.

RESOLUTION NO. 17-2012/13

The Clerk published the title of Resolution No. 17-2012/13: A Resolution Authorizing Approval Of A Memorandum Of Agreement 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 Authorizing The County Administrator To Execute Said Agreement. Councilman Dorriety made a motion Council approve the Resolution as presented. Councilman Poston 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. 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 – THIRD 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 Caudle made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 19-2012/13 – THIRD 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 Caudle made a motion Council approve third reading of the Ordinance. Councilman Dorriety seconded the motion, which was approved unanimously.

ORDINANCE NO. 20-2012/13 – THIRD READING

The Clerk published the title of Ordinance No. 20-2012/13: 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. Councilman Caudle made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 21-2012/13 – THIRD 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 Caudle made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 22-2012/13 – THIRD 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 Caudle made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 23-2012/13 – THIRD 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 third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 24-2012/13 – THIRD 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 third reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 25-2012/13 – THIRD 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 Poston made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 26-2012/13 – SECOND READING

The Clerk published the title of 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~~ 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. Councilman Culberson made a motion Council approve second reading of the

Ordinance. Councilman Mumford seconded the motion. Councilman Dorriety made a motion to amend the title. Councilman Culberson seconded the motion, which was approved. Second reading of the Ordinance with amended title was approved unanimously.

ORDINANCE NO. 27-2012/13 – SECOND READING

The Clerk published the title of 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. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 28-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 28-2012/13: 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. Councilman Mumford made a motion Council table Ordinance No. 28-2012/13. Councilman Caudle seconded the motion, which was approved unanimously.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Council Unanimously Approved The Appointment Of Mrs. Mary Baker To Serve On The Senior Center Commission Representing Council District 6, With Appropriate Expiration Term.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

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

DETENTION CENTER

SWANSON SERVICES CORPORATION CONTRACT

Councilman Mumford made a motion Council 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. Councilman Culberson seconded the motion, which was approved unanimously.

DRAFT

HUMAN RESOURCES

DIRECTOR OF FIRE-RESCUE SERVICES

Councilman Caudle made a motion Council Authorize The Addition Of A Director Of Fire/Rescue Services Position To Be Funded From FY13 Budgeted Funds. Councilman Culberson seconded the motion. Councilman Mumford made a motion to remove the title of 'Director' and replace with 'Coordinator.' Councilman Bradley seconded the motion, which was approved unanimously. Councilman Kirby stated he had been talking with the Fire Chiefs and volunteers and there was an uneasiness regarding what would happen with the fire protection in Florence County. He asked Council to delay action on this matter until they were comfortable with moving forward. Chairman Schofield stated he had met with the main two people who objected to the issue and they asked for the title to be changed from Director to Coordinator, which was just approved by Council. He stated he wanted to make a few comments because a lot of discussion had been in the paper and this was a very critical issue for Florence County.

Chairman Schofield stated, "County Council has the ultimate responsibility and liability for fire service in the unincorporated areas of this County. This is a serious obligation; one which neither I nor the Council will shy away from, no matter how difficult or controversial the task. The fire districts were created by County Council and taxes imposed to provide funding for these departments along with giving fire boards responsibility to see that adequate fire service was provided to our citizens. These departments have been built and sustained largely by the efforts of volunteers, who have in some cases spent most of their lives serving our citizens for little or no compensation; making do with almost nothing, and, as some of them have said, 'putting lipstick on a pig' and to them, this Council is extremely grateful.

Many things have changed over the last fifty years for fire service. It is no longer mostly house fires occurring during the night when volunteers could respond to it. These districts have many new industries, institutional facilities, and assembly occupancy buildings, such as churches, since the districts' beginning that further place demand on fire and first responder services. The difficulties, especially in this day and time and economic conditions of our time, faced by these dedicated volunteers responding to calls has intensified. Over the years, these departments have evolved into not only fire but a first responder status requiring rescue, extrication, and medical services, especially since the World Trade Center events in 2001. Many new requirements, both Federal and State, have ensued which further taxed the ability of these departments to sustain themselves within the existing legal framework that they operate under. Some departments experience as much as 70% of their call volume in first responder incidents which, by the way, are people, not houses. Yet we finance this operation solely on property taxes. In my mind, property taxes for fire service for homes and business is the best way to assess the revenue needed. However, first responder, I have serious doubts. This is one of the areas I am extremely concerned about; the value of one's house or business has nothing to do with what it costs to provide first responder for medical and traffic accidents.

Council intent is to hire someone with impeccable credentials who has years of first fire service experience and the ability to help work with the Chiefs and the fire boards. In

order to develop the necessary changes to our system and funding sources to provide equitable fire and first responder services to all – and I repeat ALL – areas of our County, at the least cost possible to the citizens. Without a full-time individual with the training, experience with South Carolina fire regulations and operations of these departments, in my opinion, this goal is not attainable. Comments have been made that the system is not broken, even by some who know better. The system is not broken as far as the volunteers are concerned. They're efforts are extraordinary and require further action by Council to reward and sustain their efforts. This Council is dedicated to seeing that never again will hundreds of thousands of dollars that have been alleged in a criminal prosecution which is ongoing will be stolen from one of these departments. Never again will someone have the opportunity to transfer the title of a taxpayer owned vehicle to himself. Never again will purchases be made which are not for the department or fuel stolen for personal use. Never again will the integrity of our departments or the integrity and dedication of these many fine volunteers be sullied by a rogue individual. Never again will a fire board have to go to the bank and borrow money personally in order to sustain their operations until their new budget year. Never again will a department have a forty year old piece of equipment and put a bond on and tax their citizens to buy a twenty year old piece of equipment. And never again should it take seven tone alarms and thirty minutes in order to roll an engine from a district station in support of another districts' house fire call, simply because they have no driver for the engine; simply because they are prohibited from having paid drivers (at least by what I'm told) by the By Laws of their organization. Suppose in that instance that the call was to a school, a nursing home, or a place of assembly where many of our citizens would have been put at risk. Fixing these problems is not negotiable. Our citizens and our volunteer and career fire fighters deserve better and this Council, in my opinion, will take the steps to fix these and other problems, no matter how difficult. This Council's obligation and duty is to protect to the best of our ability an event like happened to the fire service and its heroic fire fighters in Charleston, will never happen in Florence County. Our fire fighters deserve better and certainly our citizens deserve better.

Unlike it has been portrayed in the media, Council will not hire someone in this position because of who they know, but on a record of service and training that reflects their dedication to fire and first responder services. The inferences because Chief Brockington knows former Councilman Smith and that he would be hired because of that fact are very distasteful to me. Chief Brockington has over forty years of distinguished service to our citizens and due to his education and training and the hard work of many other individuals has created what many believe to be one of the finest volunteer fire departments in the southeast. Just because he knows the Administrator does not disqualify from the position, nor does it guarantee him that he will get the position. This Council will review the applicants and the Administrator will select someone that has the confidence of this Council and the Chiefs, and the fire boards, the training and the experience that has the best chance of succeeding at this task. Let me remind the public, Mr. Smith has moved from a position of setting policy to one of implementing the policy decisions of the Council. Mr. Smith understands he is one of the 'hired hands' now and has performed well in his duties.

Additionally, unlike it has been portrayed, Mr. Smith is not the leading force behind this effort. When I joined this Council six years ago I said we should begin to develop changes to how fire services is financed and handled in our County, but I was told by a veteran, 'don't open that can of worms.' When Councilman Poston was elected he brought many more of the inconsistencies in fire service to my attention, and the momentum began to build within Council that action needed to be taken. So now that the can of worms is open, it's time to fish or cut bait and that is what the public elects us to do. We are, as expected, dealing with the difficulties that many councils before us have encountered before us in order to provide a more consolidated and improved fire service. But like them, we will take our time to get it right, and even though the task may be extremely difficult the duty we have to our citizens is paramount and we will succeed. No, we are not rushing this process, we have and we will take a tremendous amount of our time studying other systems in the State and involve the stakeholders in intense discussion before we pass any ordinance changing the system we have. Minor but imperative improvements will be acted on after consultation in the near future. Major changes will come when the time is right and after careful consideration of the facts. No, we are not rushing to the end of the process, however we are not going to delay getting started on it, or at least I ask Council not to delay getting started on it. The risks to our citizens and our businesses are too high."

Councilman Kirby stated, "That sounds good, but I tell you, I've talked to these volunteers and it's not that they don't want to have a 'go-between' between Council and their selves, they just like to … and out of respect … just delay it for a couple of meetings until we get them comfortable with it. We got most of the chiefs out there right now and if I'm wrong in what their desires are … my desire … I'm gonna vote the way these volunteers that have worked so hard for this County to represent us and I'm gonna represent them." He asked for a show of hands who would like to delay the matter. Several hands were raised.

Councilman Mumford called for the question. The vote to Authorize The Addition Of A Coordinator Of Fire/Rescue Services Position To Be Funded From FY13 Budgeted Funds was approved with a six (6) to two (2) vote. Voting in the affirmative were Chairman Schofield, Councilmen Culberson, Poston, Bradley, Mumford and Caudle. Voting in opposition were Councilmen Kirby and Dorriety.

PROCUREMENT

DECLARATION AND DONATION OF SURPLUS PROPERTY

Councilman Poston made a motion Council Declare Unit Sequence #5018, A 1987 Ford F350 Serial #1FDKE30L7HHA14427, As Surplus Property And Authorize Donation Of Said Vehicle To The Johnsonville Rescue Squad. Councilman Dorriety seconded the motion, which was approved unanimously.

DECLARATION OF SURPLUS PROPERTY

Councilman Mumford made a motion Council Declare Unit #VS234, A 2010 Ford F-150, As Surplus Property For Disposal Through Internet Auction Via GovDeals And Authorize The Proceeds From The Sale Be Allocated To The Sheriff's Office To Offset Costs To Replace. In response to a question from Councilman Caudle, Mr. Smith stated the County had insurance, however the vehicle driver was not at fault in the accident and the Sheriff's Office, Risk Manager, and Administrative Services Director were of the consensus it was in the County's best interest to replace the damaged vehicle and use any proceeds from the at-fault insured toward the purchase of the replacement vehicle. Councilman Bradley seconded the motion, which was approved unanimously.

DECLARATION OF SURPLUS PROPERTY

Councilman Mumford made a motion Council Declare A 2003 Ford E-450, V#849, As Surplus Property And Authorize Disposal Thru Public Internet Auction Via GovDeals. Councilman Bradley seconded the motion, which was approved unanimously.

DESIGN OF A PROTOTYPE EMS STATION

Councilman Bradley made a motion Council 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. Councilman Caudle seconded the motion, which was approved unanimously.

PUBLIC WORKS/PROCUREMENT

AWARD OF BID #06-12/13

Councilman Culberson made a motion Council Approve The 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. Councilman Caudle seconded the motion. In response to a question from Councilman Kirby, Mr. Smith responded that the $250,000 was previously approved bond funds allocated and the $74,545 was from the Landfill Fund. He stated further that this was the impetus for the Dr. Eddie Floyd and Drs. Bruce and Lee Foundation Lake City Park project. The motion was approved unanimously.

RECREATION

LAVERNE ARD PARK

Councilman Poston made a motion Council 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. Councilman Culberson seconded the motion, which was approved unanimously.

DRAFT

SHERIFF'S OFFICE/GRANTS

SCDPS VICTIMS OF CRIME ACCT GRANT

Councilman Mumford made a motion Council 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. Councilman Caudle seconded the motion. In response to a question from Councilman Caudle, Mr. Smith stated it was a five year grant and the person would be required to provide assistance to Spanish speaking victims. Sheriff Boone stated patrol dealt with over 1,300 cases, investigations dealt with 364 cases as well as 202 arrests in the prior year and that the individual hired would assist in other areas as needed. The motion was approved unanimously.

SHERIFF'S OFFICE/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Bradley made a motion Council Declare Two (2) Glock 21 SF Handguns, Serial Numbers PAU211 And SWK702, As Surplus Property For The Purpose Of Awarding To Retiring Employees. Councilman Mumford seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

DELMAE LEAGUE

Councilman Kirby made a motion Council Approve The Expenditure Of Up To $8,500 From Council Districts 4, 5 And 9 Infrastructure Funding Allocations (Approximately $2,834 From Each District) To Assist The Delmae League With The Purchase Of A John Deere 1200A Reconditioned Bunker And Field Rake. Councilman Caudle seconded the motion, which was approved unanimously.

PEE DEE COMMUNITY ACTION PARTNERSHIP TRANSITIONAL SHELTER

Councilman Bradley made a motion Council Approve The Expenditure Of Up To $5,000 From Council Districts 3 And 7 Infrastructure Funding Allocations (Approximately $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. Councilman Mumford seconded the motion, which was approved unanimously.

DRAFT

INFRASTRUCTURE/UTILITY

AEDs – CITY-COUNTY COMPLEX

Councilman Mumford made a motion Council approve The Expenditure Of Up To $8,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately $1,000 From Each District) To Purchase AEDs For The City-County Complex. Councilman Culberson seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

NELSON LANE

Councilman Culberson made a motion Council 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. Councilman Poston seconded the motion, which was approved unanimously.

The following item was an addition to the Agenda:

FRASER STREET

Councilman Bradley made a motion Council Approve The Expenditure Of Up To $40,227 From Council District 3 RSMF Funding Allocation To Pay For The Resurfacing Of Fraser Street. Councilman Mumford seconded the motion, which was approved unanimously.

UTILITY

TOWN OF TIMMONSVILLE

Councilman Kirby made a motion Council 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. Councilman Mumford seconded the motion, which was approved unanimously.

SPECIAL PRESENTATION

RESOLUTION OF APPRECIATION AND RECOGNITION

Councilman Mumford made a motion Council approve a Resolution of Appreciation and Recognition for K. G. Rusty Smith, Jr. For His Admirable Service To Florence County And Its Citizenry. Councilman Kirby seconded the motion, which was approved unanimously. The Clerk published the Resolution in its entirety and Councilman Mumford presented Mr. Smith with the framed document and the gavel Mr. Smith used during his tenure as Chairman of the Florence County Council. Mr. Smith expressed his appreciation for the recognition.

DRAFT

EXECUTIVE SESSION:

Councilman Caudle made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, for Contractual Matters, Legal Briefing, Pending Real Property Transaction, and Personnel Matters. Councilman Kirby seconded the motion, which was approved unanimously.

Council entered executive session at 9:58 a.m. Council reconvened at 11:24 a.m.

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

COUNCIL MEETING ADJOURNED AT 11:24 A.M.

DRAFT

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

February 21, 2013

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.

NAME	ADDRESS	PHONE NUMBER
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13.		
14.		

PUBLIC HEARING

February 21, 2013

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.

NAME	ADDRESS	PHONE NUMBER
1. ~~Benny Mullins~~	~~357 Carol~~	~~843-773-3050~~
2.		
3.		
4.		
5.		
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15.		

Signed in error. Mr. Mullins was scheduled as an "appearance" cyh

cyh

George + Ellen Hucks
4122 Cato Rd
Florence SC 29505

Tonya A Sawyer
3028 Cato Rd
Flo SC 29505

Benny D Mullen
3517 Cato Rd
Florence SC
29505

Ila Mae Brown
411 5 Street
29506

Larry Hudson
2943 Cato Rd
Florence, SC

Annie L Kelly
150 Cooper St
Florence SC
29501

Bill White
2936 Cato Rd
Florence SC

Viola Bass
2245
Peach tree st

Robert + Debbie Lewis
2818 Cato Rd
Flo SC 29505
843-230-1058

Rosa Mullins
Cedric Hass
Gerrilyn Williams
Ella Mae Cook
Rosa Gardner
Lillie Mae Kelly
Curtis Cato
Arnie McAllister
Gracie Myers

Adam Stokes
3102 Cato Rd
Flo SC 29501
843-269-4351

James & Samuel McClain
3511 Cato Rd
Florence SC 29505
843-295-1777

45

Enida Causer
3427 Cato Rd Enida Causer

Sara J Cato
3427 Cato Rd Sara Cato

Arjianna Causer

Sara M Cato
3419 Cato Rd

Billy T. Cato
3419 Cato Road

Lester + Betty Cato
3301 S. Cato Rd

Leroy + Annie Taylor
3311½ Cato Rd.

Christine parker
2910 ½ Saint John Drive (Cato rd)
Mary Ann Johnson
3219 Cato Rd
Florence SC 29505

Charles + Edith Orgbon
3215 Cato Rd
Florence, SC 29505

Walter Windham
Annie B. Windham
3217 Cato Rd.
Florence S.C.
29505

Lillie Mae Nix 3205 Cato Road

LaEdith Kelley
3010 Teddy Ln.
Florence S.C. &
David Kelley
3010 Teddy Lane
Florence S.C.
29501

Dan + Loretta Hucks
4002 Cato Rd
FLORENCE, SC 29505

Jammie L Kelly
4019 Cato Rd
Florence, S.C. 29505

Angela Godwin
4131 Cato Rd
Florence, SC

KT

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Council is requested to approve the minutes of the March 7, 2013 Special Called meeting of County Council.

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

ATTACHMENTS:
Copy of proposed Minutes.

SPECIAL CALLED MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, MARCH 7, 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:
Kevin V. Yokim, Finance Director
Dusty Owens, Emergency Management Department Director
Ryon Watkins, EMS Director
Chief Deputy Glen Kirby, Sheriff's Office
Barbara Coker, Administrative Manager Sheriff's Office
John Sweeney, Morning News
Patricia Burkett, TV 13 News Reporter

DRAFT

Notice of the Special Called Meeting of the Florence County Council appeared in the March 6, 2013 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda a 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 Schofield called the meeting to order. Secretary/Chaplain Mumford provided the invocation and Vice Chairman Bradley led the Pledge of Allegiance to the American Flag.

REPORTS TO COUNCIL:

COUNTY COUNCIL

CONSULTANT'S REPORT ON EMS

Chairman Schofield provided a presentation on the consultant's report on EMS as well as information compiled from meetings with other counties. The State Department of Health and Environmental Control informed the County that it would begin enforcement of regulations that were not enforced in the past, which would affect some of the types of transports that private ambulance carriers were allowed to make.

Chairman Schofield provided a brief recap of several incidents in which all ambulances in the greater Florence area were on calls and units in Pamplico and Olanta had to be brought in to run calls, thus leaving the southern portion of the County with only one unit. Mr. George Morris of 137 Hillcrest Drive, Florence was present and requested to address Council regarding EMS. Councilman Kirby made a motion to allow Mr. Morris to address Council. Councilman Dorriety seconded the motion which was approved unanimously. Mr. Morris stated his wife was a severe diabetic and on February 18th slipped into a diabetic coma. He called 9-1-1 and it took 30 minutes for EMS to arrive (the West Florence Fire Department arrived in 10 minutes, but couldn't do anything but administer oxygen), because the unit came from Pamplico. He commended EMS and the fire department for the service provided and encouraged Council to address the matter with urgency so that citizens wouldn't have to wait so long for a response. Chairman Schofield stated this type of occurrence was too frequent in Florence County.

Councilman Mumford stated he would be in favor of the 24-hour modified schedule, to include 12-hour shifts where needed to get the system back on track. He stated further that Council needed to look at the future as well; there were some other needs to address. The number of personnel requested by the Sheriff's Office - a tremendous need for additional personnel in the jail and on the road, additional personnel by EMS, and looking at fire services. He would like for Council to look at setting up a special millage for emergency services. He was of the opinion that the general public wouldn't object to paying a little more for those services if the funding were clearly designated for those services.

Councilman Dorriety concurred with the 24-hour modified schedule discussed by Councilman Mumford and stated the two additional staffed ambulances were needed as soon as possible, one in Florence and one in Lake City. He also suggested a third one in the Effingham area. He commended EMS personnel for the job they do.

Councilman Kirby thanked Chairman Schofield for the hard work he put into the presentation and his dedication to the issue. He stated he felt Council members knew that something needed to be done and it needed to be done at the most efficient cost to the County.

Councilman Caudle stated he believed police protection, fire protection and emergency services were basic functions that the County needed to supply to its citizenry. It was clear that something needed to be done.

Councilman Mumford made a motion to immediately begin implementation, with the use of existing authorized personnel, a four (4) squad schedule for Florence County EMS to end employees working more than 24-hours on a shift by implementing a 24-hour modified schedule with 12-hour shifts to be implemented incrementally in medic districts as need dictates. Councilman Dorriety seconded the motion. Councilman Kirby stated he wanted to review the study before making a decision. Councilman Bradley stated he agreed with Councilman Kirby and, in light of the needs of the Sheriff's office, whatever Council did for one would eventually need to be done for all. Councilman Culberson stated he agreed conceptually with all that was said regarding the corrective actions for EMS, and suggested the matter be reviewed during the budget process. Chairman Schofield stated the motion on the floor was acting within the budget that was previously allocated so no additional funding would be required at this time. This action would start attracting new employees to bring the staffing level up to where it was needed. The motion was unanimously approved. Chairman Schofield stated the next thing would be to decide in the budget process how to solve many of the pressing issues with the Sheriff's office and the purchasing of additional ambulances.

PROBATE JUDGE/HUMAN RESOURCES

INCREASE IN SALARY

Councilman Culberson Made A Motion Council Authorize An Increase In Salary For A Legal Records Clerk IV (Slot #006) In The Amount Of $859.68 Annually To Be Funded From FY13 Budgeted Funds And Required To Be Funded In The FY14 Budget. Councilman Caudle seconded the motion, which was approved unanimously.

SHERIFF

PREA DIRECTOR

Councilman Caudle made a motion Council Authorize A Budget Neutral Reclassification Of A Correctional Officer Position At The Law Enforcement Center To A PREA Investigator In Order To Comply With Revised National Standards Established By The Justice Department. Councilman Culberson seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

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

Council entered executive session at 9:59 a.m. Council reconvened at 10:32 a.m.

DRAFT

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

COUNCIL MEETING ADJOURNED AT 10:33 A.M.

WAYMON MUMFORD
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Appearances Before Council
Chris Gossett
South Carolina Department of Transportation

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Mr. Gossett Requests To Appear Before Council To Apprise Council And The General Public Of The Progress On The 2006 Capital Project Sales Tax (Florence Forward).

ATTACHMENT:

A Copy of the Request To Appear.

Connie Haselden

From: KG R Smith
Sent: Monday, January 28, 2013 7:59 AM
To: chris gossett (gossettcb@dot.state.sc.us)
Cc: Connie Haselden; jts@thesupplyhouse.com; J Schofield
Subject: Meeting

Contacts: chris gossett

Per our conversation we will plan on an appearance from you on the March 21 agenda. The purpose of the presentation is to apprise council and the general public of our progress on the capital project sales tax. If you determine that you can appear at the February meeting let me know and we will reschedule. Thanks for all you do.

K. G. Rusty Smith, Jr.
Florence County Administrator
City-County Complex
180 North Irby Street, MSC-G
Florence, SC 29501
Phone: (843) 665-3035
Fax: (843) 665-3070
kgrsmith@florenceco.org

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FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Appearances Before Council
S. Porter Stewart, II, Chairman
Florence School District 1 Board of Trustees

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Stewart Requests To Appear Before Council To Address The Capital Project Sales Tax Act And The Possible Educational Component.

ATTACHMENT:

A Copy of the Request To Appear.

Florence Public School District 1 ONE

Florence Public School District One

319 South Dargan Street • Florence, South Carolina 29506-2589
Telephone: (843) 669-4141 • FAX: (843) 673-1108
www.fsd1.org

March 8, 2013

Mr. James Schofield
Chairman, Florence County Council
180 N. Irby Street, MSC-G
Florence, SC 29501

RE: County Council Meeting of March 21, 2013

Dear Chairman Schofield:

Please allow this letter to serve as my formal request to appear before County Council at its March 21 meeting to address myself to the capital project sales tax act under study by the Florence County Council. It is my understanding that a commission has been appointed pursuant to the act. I am also aware that a referendum must follow upon final Council action.

I will address myself to the possible educational component of such a tax as is under consideration and study.

Thank you for your attention to my request and I will look forward to addressing Council on March 21.

With kind regards, I am,

Sincerely yours,

S. PORTER STEWART, II
CHAIRMAN
FLORENCE SCHOOL DISTRICT 1

SPS,II/lr

cc: FSD1 Board of Trustees members

RECEIVED
MAR - 8 2013
FLORENCE COUNTY
ADMINISTRATOR

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Appearances Before Council
Sanders Tate, AIA, LEED AP
Watson Tate Savory

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Mr. Tate Requests To Appear Before Council To Provide An Update On The Progress Of The Florence County Museum Construction.

ATTACHMENT:

A Copy of the Request To Appear.

Suzanne King

From: Sanders Tate <state@watsontatesavory.com>
Sent: Friday, March 08, 2013 10:12 AM
To: Andrew R. Stout
Cc: Scott Collins; Suzanne King
Subject: Council meeting - 3/21

Andrew –

We would like to make a presentation to County Council on March 21, 2013 to give an update on the progress of the Florence County Museum construction.

Thank you and we look forward to seeing you then.

Regards,
Sanders

J. Sanders Tate *AIA, LEED AP BD+C*

WATSON TATE SAVORY
watsontatesavory.com | *Columbia 803.799.5181* | *Charlotte 704.749.5181*

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Proclamations

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Proclamation To Proclaim The Month Of March 2013 As Disabilities Awareness Month In Florence County.

ATTACHMENT:

1. A copy of the request from Michelle Montrose, Executive Assistant, Florence County DSN.
2. The proposed Proclamation.

Connie Haselden

From: Michelle Montrose <MichelleMontrose@fcdsn.org>
Sent: Wednesday, February 27, 2013 12:23 PM
To: Connie Haselden
Subject: RE: Proclamation for March Disabilites Awareness
Attachments: 3013 Proclamation.pdf

Sorry Connie attached is the 2013 Proclamation the county signed off on.

From: Michelle Montrose
Sent: Wednesday, February 27, 2013 12:19 PM
To: 'Connie Haselden'
Cc: Dawn Johnson
Subject: Proclamation for March Disabilites Awareness

Connie,

Again, this year March is Disabilities Awareness Month.

Could we again this year get the council to sign off on the attached Proclamation like they did last year. If this can be done, we would like to send a staff and consumer to the March meeting to receive the Proclamation is possible.

Thank you for your consideration. Hope you are doing well.

Michelle Montrose
Executive Assistant
Florence County DSN Board
1211 E. National Cemetery Road
Florence, SC 29506
843-667-5007 ext. 303

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROCLAMATION

TO PROCLAIM THE MONTH OF MARCH 2013 AS DISABILITIES AWARENESS MONTH IN FLORENCE COUNTY.

WHEREAS, more than 500,000 South Carolina residents and families are impacted by severe lifelong disabilities including autism, traumatic brain injuries, spinal cord injuries, and intellectual and related disabilities without regard to race, culture, geography, age, sex or economic class; and

WHEREAS, people with lifelong disabilities are productive citizens, neighbors, and family members deserving of respect and opportunities for economic self-sufficiency, independence and personal growth; and

WHEREAS, the SC Department of Disabilities and Special Needs and the Florence County Disabilities and Special Needs Board work with families to provide services that promote independence and inclusion; and

WHEREAS, we owe a special debt of gratitude to the caregivers who selflessly provide physical, emotional, and spiritual support to our residents with disabilities and special needs; and

WHEREAS, the 2013 observance of Disabilities Awareness Month celebrates the successful partnership between people with and without disabilities as well as the increasing involvement of people with disabilities in education, employment, and community activities.

NOW, THEREFORE, WE, the Governing Body of Florence County, South Carolina, the Florence County Council, do hereby proclaim March 2013, as

DISABILITIES AWARENESS MONTH IN FLORENCE COUNTY

and encourage our citizens to work together to promote increased opportunities for people with disabilities; to recognize the many contributions made by people with disabilities to our community; and to honor the dedication of the caregivers who bring support and hope to their fellow citizens.

Done in meeting duly assembled this 21ST day of March, 2013.

THE FLORENCE COUNTY COUNCIL:

_____

James T. Schofield, Chairman

ATTEST:

_____

Connie Y. Haselden, Clerk to Council

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Proclamation

DEPARTMENT: Emergency Management - Central Dispatch

ISSUE UNDER CONSIDERATION:

A Proclamation Designating The Week Of April 14-20, 2013 As National Public Safety Telecommunications Week In Florence County.

POINTS TO CONSIDER:

- March 1992 Florence County agreed to begin the process of building an E-9-1-1 system.
- December 1994 the E-9-1-1 Dispatch Center in Effingham became operational.
- May 1995 Florence County approved a plan to fund a county-wide centralized dispatch center.
- June 1996 Florence County Central Dispatch completed the consolidation of all emergency dispatch services.
- November 2005 Florence County Central Dispatch was recognized as the SC Communications Center of the year by the SC Chapter of NENA (National Emergency Number Association) and APCO (Association of Public Safety Communications Officials).
- November 2011 Florence County Central Dispatch was recognized as the SC Communications Center of the year by the SC Chapter of NENA (National Emergency Number Association) and APCO (Association of Public Safety Communications Officials).

E-9-1-1 Telecommunicators have a very important role in the public safety equation. Every day, people depend on the skill, expertise and commitment of the men and women who work in public safety telecommunications. These individuals help save lives by responding to emergency calls, dispatching emergency professionals and equipment and providing moral support to citizens in distress.

The term "9-1-1" is often associated with rapid emergency response, poise under pressure, aid and compassion in times of distress and critical decision-making within seconds. Many people don't stop to think about these seemingly nameless, faceless individuals until they experience actual emergencies themselves. These professionals make the difference between life and death in many instances.

OPTIONS:

1. Approve the Proclamation.
2. Do not approve the Proclamation.

ATTACHMENTS:

1. Copy of Proposed Proclamation

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROCLAMATION

DESIGNATING THE WEEK OF APRIL 14 – 20, 2013 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK IN FLORENCE COUNTY.

Whereas, emergencies can occur at anytime that require law enforcement, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our law enforcement officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Florence County Central Dispatch center; and

Whereas, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Dispatchers are the single vital link for our law enforcement officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and

Whereas, Public Safety Dispatchers of Florence County Central Dispatch have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of his/her job in the past year.

NOW, THEREFORE BE IT RESOLVED, that the governing body of Florence County, the Florence County Council, proclaims the week of April 14-20, 2013 to be

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

In Florence County, South Carolina, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

DONE, in meeting duly assembled this 21st day of March 2013.

THE FLORENCE COUNTY COUNCIL:

_____
JAMES T. SCHOFIELD, CHAIRMAN

Attest:

_____
CONNIE Y. HASELDEN, CLERK TO COUNCIL

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Proclamations
Week of the Young Child

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Proclamation Recognizing And Supporting The Efforts Of North Vista Elementary School As They Celebrate The Week Of April 14 – 20 As The Week Of The Young Child 2013: Early Years Are Learning Years.

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

ATTACHMENTS:
A copy of the proposed Proclamation.

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

PROCLAMATION

RECOGNIZING AND SUPPORTING THE EFFORTS OF NORTH VISTA ELEMENTARY SCHOOL AS THEY CELEBRATE THE WEEK OF APRIL 14 – 20, 2013 AS THE *WEEK OF THE YOUNG CHILD: EARLY YEARS ARE LEARNING YEARS.*

WHEREAS, Florence County Council considers it a privilege to once again join North Vista Elementary School, in conjunction with the National Association for the Education of Young Children, in celebrating the *Week of the Young Child*; and

WHEREAS, County Council recognizes the fact that North Vista Elementary School has consistently worked over the years to improve early learning opportunities, including early literacy programs, thereby building a better foundation of learning for our children; and

WHEREAS, County Council acknowledges that the teachers and educators at North Vista Elementary are deserving of appreciation and recognition for their resolve to make a difference in the life of a child; and

WHEREAS, the Florence County Council deems it appropriate to support the people, programs, and policies that are dedicated to meeting the crucial need of quality early childhood education in our community.

NOW, THEREFORE, WE, THE GOVERNING BODY OF FLORENCE COUNTY, THE FLORENCE COUNTY COUNCIL, HEREBY PROCLAIMS

APRIL 14 THROUGH APRIL 20, 2013
The Week of the Young Child – Early Years are Learning Years

And encourage all citizens to join with us in recognizing, supporting and making an investment in early childhood education in Florence County.

Approved this 21st day of March 2013.

THE FLORENCE COUNTY COUNCIL:

_____
James T. Schofield, Chairman

_____
Alphonso Bradley, Vice Chairman

_____
Waymon Mumford, Secretary/Chaplain

DRAFT

AGENDA ITEM: Resolution No. 18-2012/13

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

(A Resolution Authorizing Approval Of A Memorandum Of Understanding Between Progress Energy Carolinas, Inc. H. B. Robinson Steam Electric Plant (HBRSEP) Unit No. 2 And The Florence County Sheriff's Office (FCSO) To Provide Security Presence In The Event Of An Emergency And Authorizing The County Administrator To Execute Said Agreement.)

POINTS TO CONSIDER:

1) Progress Energy Carolinas, Inc. – H. B. Robinson Steam Electric Plant (HBRSEP) No. 2 has corporate offices located on Mechanicsville Road in Florence, South Carolina.
2) If an event necessitates, the corporate office would open the Joint Information Center (JIC) at the Mechanicsville Road location.
3) Progress Energy Carolinas, Inc. HBRSEP Unit No. 2 is requesting that the Florence County Sheriff's Office provide security presence for the JIC for the duration of an incident, should one occur.
4) The Florence County Sheriff's Office is able to provide such temporary services for the safety and well-being of Progress Energy Carolinas, Inc. HBRSEP and the citizens of Florence County.
5) The Florence County Sheriff recommends approval of the agreement with Progress Energy Carolinas, Inc. – HBRSEP.

OPTIONS:

1) ***(Recommended)*** Approve Resolution No. 18-2012/13.
2) Provide an Alternate Directive.

ATTACHMENTS:

1. Resolution No. 18-2012/13.
2. Memorandum of Understanding with Progress Energy Carolinas, Inc. – HBRSEP.

Sponsor(s) : Florence County Sheriff's Office
Adopted: : March 21, 2013
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 18-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution Authorizing Approval Of A Memorandum of Understanding Between Progress Energy Carolinas, Inc. H. B. Robinson Steam Electric Plant (HBRSEP) Unit No. 2 And The Florence County Sheriff's Office (FCSO) To Provide Security Presence In The Event Of An Emergency And Authorizing The County Administrator To Execute Said Agreement.)

WHEREAS:

1. Progress Energy Carolinas, Inc. – H. B. Robinson Steam Electric Plant (HBRSEP) No. 2 has corporate offices located on Mechanicsville Road in Florence, South Carolina; and,

2. The Joint Information Center (JIC) at the Mechanicsville Road location would be opened by the corporate offices of Progress Energy Carolinas, Inc.- HBRSEP if an event necessitates; and,

3. Progress Energy Carolinas, Inc. HBRSEP Unit No. 2 is requesting that the Florence County Sheriff's Office provide security presence for the JIC for the duration of an incident, should one occur; and,

4. The Florence County Sheriff's Office is able to provide such temporary services for the safety and well-being of Progress Energy Carolinas, Inc.- HBRSEP and the citizens of Florence County; and

5. The Florence County Sheriff recommends approval of the agreement with Progress Energy Carolinas, Inc. – HBRSEP.

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

Council approves a Memorandum of Understanding with Progress Energy Carolinas, Inc. HBRSEP and the Florence County Sheriff's Office and authorizes the County Administrator to execute said agreement.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

Duke Energy®

Tony Pilo
H. B. Robinson Steam
Electric Plant Unit 2
Supv - Emergency Preparedness

Duke Energy
3581 West Entrance Road
Hartsville, SC 29550

Serial: EP 13-0030

February 14, 2013

Sheriff William Kenney Boone
Florence County Sheriff's Department
6719 Friendfield Road
Effingham, South Carolina 29541

SUBJECT: H. B. Robinson Steam Electric Plant, Unit No. 2
Memorandum of Understanding

Dear Sheriff Boone:

This is to acknowledge that the Florence County Sheriff's Department will provide assistance to the Progress Energy Carolinas, Inc. - H. B. Robinson Steam Electric Plant (HBRSEP), Unit No. 2 in the event of an accident. If an event necessitates the opening of the Joint Information Center (JIC) on Mechanicsville Road in Florence, the Florence County Sheriff's Department will provide a security presence for the JIC for the duration of the incident.

Please acknowledge your agreement of the foregoing paragraph by signing in the space provided below as Sheriff of Florence County.

Should you have any changes or questions, or if you would like to discuss any items further, please contact me at (843) 857-1409.

Sincerely,

Tony Pilo
Supervisor – Emergency Preparedness

ACKNOWLEDGMENT

This agreement remains in effect until terminated in writing.

By: _____ / 2-26-13 _____
William Kenney Boone, Sheriff — Date — K. G. Rusty Smith, Jr.
Florence County Sheriff's Department — County Administrator, Florence County

TP/lkg

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Resolution No. 19-2012/13

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Designating April 2013 as Fair Housing Month in Florence County.

POINTS TO CONSIDER:

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

OPTIONS:

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

ATTACHMENTS:

A copy of proposed Resolution No. 19-2012/13.

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

RESOLUTION NO. 20-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution Designating April 2013 As Fair Housing Month.)

WHEREAS:

1. Florence County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and,

2. Florence County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and,

3. The State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and,

4. April is recognized nationally as Fair Housing Month.

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

April 2013 is hereby designated as Fair Housing Month in Florence County.

(Notification of the Resolution adoption to be published in the Morning News April 1, 2013, by the Pee Dee Regional Council of Governments.)

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Resolution No. 20-2012/13

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing the Submission Of An Application By Florence County To The State Of South Carolina Community Development Block Grant (CDBG) Program For A Community Infrastructure Grant To Provide Infrastructure Upgrades For The Town Of Timmonsville Service Area.

POINTS TO CONSIDER:

1. The CDBG Community Infrastructure grant funds will be used to provide infrastructure upgrades in the Town of Timmonsville service area.
2. The total project is estimated to cost $500,000.
3. The grant requires a 10% match which will be provided by the City of Florence.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 20-2012/13.

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

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 20-2012/13

(Authorizing The Submission Of An Application By Florence County To The State Of South Carolina Community Development Block Grant (CDBG) Program For A Community Infrastructure Grant To Provide Infrastructure Upgrades For The Town Of Timmonsville Service Area.)

WHEREAS:

1. The State of South Carolina is authorized to make CDBG Grants to local governments with identified community and economic development needs/priorities; and

2. Florence County has identified such needs and priorities and has made such information available to the citizens at duly advertised public hearings; and

3. One of the needs identified involves assisting a municipality, Town of Timmonsville, with community infrastructure upgrades; and

4. The total CDBG project costs are estimated to be $500,000.

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

1. Florence County will submit an application for a Community Development Block Grant in the amount of $500,000 to provide infrastructure upgrades that will be used in the Town of Timmonsville service area.

2. City of Florence will provide matching funds in the amount of $50,000 to assist with the project, which will be considered the local match.

3. Any cost savings will be shared with Grants Administration on a pro-rata basis.

4. The County Administrator is authorized to execute documents in conjunction with said application and to submit any and all necessary information in accordance with normal policy.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

James T. Schofield., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 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	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised on
Committee Recommendation	: N/A	_____ for Public Hearing.
Second Reading	: December 13, 2012	
Public Hearing	:	
Third Reading	:	
Effective Date	:	

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.

DRAFT

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:

Connie Y. Haselden
Clerk to Council

SIGNED:

Chairman
Florence County Council

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

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

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

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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:

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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.

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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 the2013 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.

[Remainder of page intentionally left blank]

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DONE, RATIFIED AND ENACTED this _____ day of March, 2013.

ATTEST:

_____
Connie Y. Haselden, Council Clerk

SIGNED:

_____
James Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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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]

DRAFT

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:

_____

_____

_____

_____

_____

ATTESTATION:

(SEAL)

[BANK]

By:_____
Its:_____

FLORENCE COUNTY

By:_____
Its:_____

By:_____
Its: Clerk

DRAFT

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: _____

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

_____
Witness

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

_____
Notary Public for South Carolina

My Commission Expires: _____

DRAFT

EXHIBIT A

DESCRIPTION OF LAND

DRAFT

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 WARRANTEES

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]

DRAFT

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:

_____

_____

_____

_____

_____

ATTESTATION:

(SEAL)

[BANK]

By:_____
Its:_____

FLORENCE COUNTY, SOUTH CAROLINA

By:_____
Its:_____

By:_____
Its: Clerk

DRAFT

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: _____

DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

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

DRAFT

EXHIBIT A

DESCRIPTION OF LAND

DRAFT

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]

DRAFT

EXHIBIT C

PERMITTED ENCUMBRANCES

DRAFT

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:

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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: _____

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FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Third 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 Third 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	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Second Reading	: February 21, 2013	
Public Hearing	: February 21, 2013	
Third Reading	: March 21, 2013	
Effective Date	: Immediately	

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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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.

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"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.

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"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.

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"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*.

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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.

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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 Relying 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 arrears of interest, with interest at the rate of interest borne by the Bonds on overdue installments of interest, and all arrears of payments of principal then due (whether at the stated maturity thereof or upon proceedings for redemption) with interest as aforesaid on the arrears, 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.

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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.

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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.

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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 Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

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

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Boards & Commission
Howe Springs Fire District

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Appointment Of Mr. Paul Morrison To Serve On The Howe Springs Fire District Board Of Directors To Replace William "Billy" Dillon (Who Has Accepted The Job Of Fire Chief For The Howe Springs Fire District) With Appropriate Expiration Term.

ATTACHMENTS:

1. Letter from Wayne Lawhon, Chairman, Howe Springs Fire District.
2. Current Howe Springs Fire District Board of Fire Control membership listing.

2229 Howe Springs Road

Florence, S.C. 29505

Howe Springs
FIRE DISTRICT

Florence County Council
180 N. Irby St. ,MSC-G
Florence, SC 29501

RECEIVED
FEB 25 2013
FLORENCE COUNTY COUNCIL

February, 22,2013

Council Members

At this time we request that Mr. Paul Morrison be appointed to the Howe Springs Fire District Board of Directors. This appointment will replace out going member William (Billy) Dillon who has accepted the job of Fire Chief of Howe Springs Fire District .Under district policy he can no longer continue to serve on the district board

Yours Truly

Wayne Lawhon
Chairman
Howe Springs Fire District

BOARD OF FIRE CONTROL: HOWE SPRINGS FIRE DISTRICT

AUTHORITY: **ORDINANCE #11-87/88**

APPOINTED BY: **County Council** **MEMBERSHIP ROSTER**

Shall consist of five (5) members appointed by County Council; must be residents of the Howe Springs Fire District. Initial terms as follows: one for three years, one for two years and two for one year. Successors shall be appointed for four (4) years.

SEAT	APPOINTEE	TERM TO EXPIRE
1	William Hopkin Dillon 3423 Ward Road 992-5644 Effingham, SC 29541 dillonhsf@yahoo.com	9/2015
2	Wayne Lawhon 4818 South Irby Street Effingham, SC 29541	9/2014
3	W. E. Liner 800 E. Madeira Lane 662-2166 - H Florence, SC 29505 495-6984 - FD	9/2013
4	Jerry Yarborough, Jr. 3934 Olanta Hwy. Timmonsville, SC 29161	9/2016
5	Billy Brown 2509 Sage Road Effingham, SC 29541	9/2016

Howe Springs Rural Fire District
PO Box 14017
Florence, SC 29504

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Boards & Commission
Library Board of Trustees

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Appointment Of Charlie Raines To The Florence County Library Board Of Trustees To Represent Council District 5, With Term Beginning May 1, 2013 And Expiring April 30, 2017.

ATTACHMENTS:

1. Current Library Board of Trustees membership listing.

FLORENCE COUNTY LIBRARY BOARD OF TRUSTEES

AUTHORITY: Ordinances #6-78/79 & #16-84/85
APPOINTED BY: County Council

MEMBERSHIP ROSTER

Nine (9) members to be appointed by Council with one to be from each Council District of the County. Terms shall be for four years and until successors are appointed and qualified.

SEAT	DIST.	COUNCIL APPOINTEE		DATE APPT.	TERM EXPIRES
1	2	Robert Jordan P O Box 728 Johnsonville, SC 29555 rjjville@frontier.com	843 386-3857 843 621-3325	08/11	4/2015
2	4	Karen Keels 1516 Pine Hurst Rd Timmonsville, SC 29161 kkeels@bellsouth.net	843-346-2865	07/10	4/2016
3	7	Margie Smith Post Office Box 5086 Florence, SC 29502	496-6665 - C	03/99	4/2013
4	8	Angela Lorenz 608 Fairway Dr. Florence, SC 29501	662-3495 - H	02/05	4/2016
5	9	Charles Howle 203 S. Barrington Dr. Florence, SC 29501	667-1116	01/10	4/2013
6	3	Yvette Pierce 988 Leyland Drive Florence, SC 29501	629-1428 - H	07/96	4/2016
7	5	Nathaniel Lockhart 3403 Savannah Grove Road Effingham, SC 29541	260-8084 - C 665-9447 - Fax	11/02	4/2013
8	6	Ms. Janis Munnerlyn 3504 E. Palmetto Street Florence, SC 29506	662-7286 - H 662-6594 – Mother's	08/88	4/2016
9	1	Dr. Sharon Askins 178 S Acline St. P O Box 1322 Lake City, SC 29560	803 774-8831 – O 803 774-8879 - Fax	06/11	4/2016

FLORENCE COUNTY COUNCIL MEETING

March 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 January 31, 2013 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 01/31/13

REVENUES	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
Taxes	35,540,067	32,596,644	2,943,423	8.28%
Licenses & Permits	1,329,750	671,376	658,374	49.51%
Fines & Fees	3,240,000	1,850,229	1,389,771	42.89%
Intergovernmental	5,926,783	3,311,121	2,615,662	44.13%
Sales and Other Functional	5,418,050	2,792,052	2,625,998	48.47%
Miscellaneous	499,000	105,710	393,290	78.82%
Operating Transfers	(1,452,343)	-	(1,452,343)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	50,501,307	41,327,131	9,174,176	18.17%

FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY13
7/1/12 TO 01/31/13

		BUDGETED EXPENDITURE	YEAR-TO-DATE ACTUAL EXPENDITURE	REMAINING BALANCE	PCT
	EXPENDITURES				
10-411-401	County Council	352,229	175,047	177,182	50.30%
10-411-402	Administrator	618,172	361,684	256,488	41.49%
10-411-403	Clerk of Court	1,821,092	1,071,284	749,808	41.17%
10-411-404	Solicitor	1,051,131	579,424	471,707	44.88%
10-411-405	Judge of Probate	507,403	286,295	221,108	43.58%
10-411-406	Public Defender	771,702	403,333	368,369	47.73%
10-411-407	Magistrates	2,239,713	1,238,064	1,001,649	44.72%
10-411-409	Legal Services	79,650	39,810	39,840	50.02%
10-411-410	Voter Registration & Elections	572,617	472,406	100,211	17.50%
10-411-411	Finance	753,545	443,131	310,414	41.19%
10-411-412	Human Resources	345,813	220,071	125,742	36.36%
10-411-413	Procurement & Vehicle Maintenance	589,131	406,106	183,025	31.07%
10-411-414	Administrative Services	399,454	218,951	180,503	45.19%
10-411-415	Treasurer	1,224,670	674,106	550,564	44.96%
10-411-416	Auditor	465,256	259,935	205,321	44.13%
10-411-417	Tax Assessor	1,301,398	704,319	597,079	45.88%
10-411-418	Planning and Building	2,084,547	950,507	1,134,040	54.40%
10-411-419	Complex	1,186,224	719,889	466,335	39.31%
10-411-420	Facilities Management	735,247	391,003	344,244	46.82%
10-411-427	Information Technology	1,560,218	769,145	791,073	50.70%
10-411-446	Veteran's Affairs	148,551	83,384	65,167	43.87%
10-411-480	Senior Citizen Centers	327,008	154,300	172,708	52.81%
10-411-485	General Direct Assistance	217,996	168,855	49,141	22.54%
10-411-488	Contingency	999,010	158,701	840,309	84.11%
10-411-489	Employee Non-Departmental	399,502	379,488	20,014	5.01%
10-421-421	Sheriff's Office	15,422,473	8,958,361	6,464,112	41.91%
10-421-422	Emergency Management	2,466,321	1,359,189	1,107,132	44.89%
10-421-481	Rural Fire Departments	15,140	3,546	11,594	76.58%
10-451-423	EMS	4,411,492	2,398,544	2,012,948	45.63%
10-451-424	Rescue Squads	537,798	338,951	198,847	36.97%
10-451-425	Coroner	282,034	156,360	125,674	44.56%
10-451-441	Health Department	80,934	23,390	57,545	71.10%
10-451-442	Environmental Services	733,706	388,425	345,281	47.06%
10-451-485	Health Direct Assistance	14,502	2,052	12,450	85.85%
10-461-485	Welfare - MIAP & DSS	427,134	293,808	133,326	31.21%
10-471-451	Recreation	1,784,270	1,048,049	736,221	41.26%
10-471-455	County Library	3,569,732	2,049,158	1,520,574	42.60%
10-481-485	Literacy Council	4,515	1,129	3,386	75.00%
	TOTAL	50,501,330	28,350,198	22,151,132	43.86%

Percent of Fiscal Year Remaining = 41.66%

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/12 TO 01/31/13

	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	890,723	2,833,094	76.08%	3,723,817	3,362,802	361,015	9.69%
112 Economic Development Partnership Fund	436,079	217,285	218,794	50.17%	436,079	53,853	382,226	87.65%
123 Local Accommodations Tax Fund	2,508,780	1,262,261	1,246,519	49.69%	2,508,780	866,514	1,642,266	65.46%
124 Local Hospitality Tax Fund	738,955	437,926	301,029	40.74%	738,955	718,295	20,660	2.80%
131 District Utility Allocation Fund	2,000,000	40,572	1,959,428	97.97%	2,000,000	2,000,000	-	0.00%
132 District Infrastructure Allocation Fund	1,315,000	99,385	1,215,615	92.44%	1,315,000	1,000,000	315,000	23.95%
151 Law Library Fund	87,787	11,016	76,771	87.45%	87,787	25,173	62,614	71.33%
153 Road System Maintenance Fee Fund	3,098,767	1,651,720	1,447,047	46.70%	3,098,767	1,576,699	1,522,068	49.12%
154 Victim/Witness Assistance Fund	192,119	106,902	85,217	44.36%	192,119	121,584	70,535	36.71%
421 Landfill Fund	4,131,276	2,039,093	2,092,183	50.64%	4,131,276	2,565,584	1,565,692	37.90%
431 E911 System Fund	486,254	151,843	334,411	68.77%	486,254	228,992	257,262	52.91%
TOTALS:	18,718,834	6,908,728	11,810,106	63.09%	18,718,834	12,519,495	6,199,339	33.12%

Percent of Fiscal Year Remaining: 41.66%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned $ 119,348,313

(See separate attachment for additional details.)

Florence County Council
District Allocation Balances
January 31, 2013

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	14,763.00	5,037.00
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	23,983.00	27,381.00
	In-Kind	19,800.00	1,355.00	18,445.00
3	Infrastructure	35,000.00	31,450.00	3,550.00
	Paving	211,878.00	-	211,878.00
	Utility	106,697.00	103,768.00	2,929.00
	In-Kind	19,800.00	-	19,800.00
4	Infrastructure	178,531.00	30,119.00	148,412.00
	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	-	19,800.00
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	3,248.00	16,552.00
7	Infrastructure	62,347.00	32,169.00	30,178.00
	Paving	211,021.00	-	211,021.00
	Utility	299,978.00	90,000.00	209,978.00
	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	20,983.00	17,719.00
	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 January 31, 2013

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*	*$ 1,225,607.80*	*$ 14,229,979.96*	$ 16,165,884.85	$ 1,510,883.15	91.45%
US 378 Widening	$ 138,751,620.00	*$ 4,662,369.05*	*$ 3,783,324.68*	*$ 263,229.88*	$ 8,708,923.61	$ 130,042,696.39	6.28%
US 76 Widening	$ 31,641,621.00	*$ 2,235,294.95*	*$ 1,819,262.45*	*$ 3,562.16*	$ 4,058,119.56	$ 27,583,501.44	12.83%
TV Road Widening	$ 34,519,290.00	*$ 1,958,638.33*	*$ 2,245,457.04*	*$ 59,704.50*	$ 4,263,799.87	$ 30,255,490.13	12.35%
SC 51 Widening	$ 151,533,817.00	*$ 2,374,608.73*	*$ 21,569.48*	*$ 10,549.24*	$ 2,406,727.45	$ 149,127,089.55	1.59%
US 301 Bypass Extension	$ 73,464,146.00	*$ -*	*$ -*	*$ -*	$ -	$ 73,464,146.00	0.00%
	$ 447,587,262.00	***$ 11,941,208.15***	***$ 9,095,221.45***	***$ 14,567,025.74***	**$ 35,603,455.34**	**$ 411,983,806.66**	**7.95%**

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	$ 148,000,000.00				$ 111,394,770.00		
Sales Tax Interest Earnings	$ -				$ 7,953,543.33	$ 36,605,230.00	80.64%
Earned State SIB Fund Match	$ 250,000,000.00				$ 238,696,626.66	$ 11,303,373.34	95.48%
	$ 398,000,000.00				**$ 358,044,939.99**	**$ 47,908,603.34**	**89.96%**

NOTE 1: Revenue Received/Earned to Date is as of December 31, 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

March 21, 2013

AGENDA ITEM: Installation of dedicated fiber line from City-County Complex to Planning Building and New Museum

DEPARTMENT: Administration
IT
Finance

ISSUE UNDER CONSIDERATION:

Florence County is considering installing a 10 gigabyte dedicated fiber line from the City-County Complex to the Planning Building at an estimated cost of $80,000, as well as extending this line to the new County Museum at an estimated cost of $20,000.

POINTS TO CONSIDER:

1. Florence County currently pays Time Warner Cable approximately $2,000 per month for a 100 megabyte fiber line from the City-County Complex to the Planning Building.
2. This new 10 gigabyte line is 100 times larger than the current line.
3. The installation of this new line is included on the state contract so will not have to be bid.
4. This larger line will also greatly decrease the amount of time required for nightly data backups between these two buildings.

FUNDING FACTORS:

1. The $80,000 is available in excess bond funds which were allocated to various projects that have now been completed, such as the voter registration building, the Pamplico EMS substation, and the Ebenezer Road widening project.
2. The $20,000 is available in the Museum construction budget.

OPTIONS:

1. ***(Recommended)*** Approve the installation of a 10 gigabyte dedicated fiber line from the City-County Complex to the Planning Building and the new County Museum at a cost of $100,000 to be funded from available excess bond funds and the Museum construction budget.
2. Provide an Alternate Directive.

ATTACHMENTS:

NONE

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: Buildings and Grounds
Procurement Department

ISSUE UNDER CONSIDERATION:

Authorization To Award A Sole Source Procurement To A To Z Coatings and Insulation, Inc., The Only Certified Applicator/Installer In The Region, For The Installation Of A GACO Western Solventless Silicone Coating System On The Public Works Building In The Amount Of $70,200 To Be Funded From Previously Approved Funds.

POINTS TO CONSIDER:

1. GACO Western is the manufacturer of the solventless silicone coating system and A To Z Coatings and Insulation, Inc. is the only regional certified applicator/installer of the solventless silicone coating system to be applied to the existing metal roof on the Public Works buildings.
2. The coating system comes with a 20 year warranty.
3. Council approved the replacement of the roof with the solventless coating system at the October 18, 2012 council meeting.

FUNDING FACTORS:

$70,200 = Total cost of the installation of a GACO Western solventless silicone coating system on the Public Works Building to be funded from previously approved funds.

OPTIONS:

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

ATTACHMENTS:

1. Sole Source Procurement Justification Form.
2. Quote from A to Z Coatings and Insulation, Inc.

SOLE SOURCE JUSTIFICATION

Based upon the following determination, the proposed procurement action described below is requested pursuant to the authority of the current Florence County Code.

This department, Finance-Building and Grounds, proposes to procure

Silicone Sealant Coating for Roof at Pubic Works from A to Z Coating & Insulations, Inc. of Florence, SC

based on the following: (check all that apply)

- ☐ Item 1: Sole Source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist.) Item 4 must also be checked
- ☑ Item 2: Sole Source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers - not the distributor's -written certification that identifies all regional distributors.) Item 4 must also be checked
- ☐ Item 3: The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain below or in separate memorandum.)
- ☑ Item 4: This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Explain below or in separate memorandum describing basis for standardization request)
- ☐ Item 5: The parts/equipment is required for trial basis or testing.
- ☐ Item 6: None of the above apply. A detailed explanation and justification for this sole source request is contained below or in the attached memorandum.

GACO is the only manufacturer of solvent-free 100% silicone coating. This coating carries both a 15-year and a 20-year warranty instead of the 10-year warranty offered by the other products on the market. A to Z Coating & Insulations, Inc. of Florence, SC is the only regional certified GACO applicator in this region of South Carolina.

2/18/13
Date

Department Head

2-18-2013
Date

Patrick D. Dennis
Procurement Dir. or County Administrator

Insulation, Asbestos Abatement & Coating

A to Z

Coatings & Insulation, Inc.

Proposal

Date: 2/20/13

Florence County
Florence, SC

Quote: 490608-13

Attn: Dale Rauch

Ref: Florence County Public Works
Roof Coating

Dear Sir:
We propose to furnish materials, labor, equipment and supervision to perform the following services.

Silicone Coating – Installation of GacoFlex 32 mils-20 Solventless 100% silicone elastomeric coating system on the FC Public Works Facility includes.

- Pressures wash the entire roof with a 4000 lb minimum pressure washer.
- Remove all existing joint sealer.
- Replace all loose fasteners.
- Spray apply Epoxy Primer PT over entire roof.
- Seal all raised joints with joint sealer.
- Spray apply one coat of Solventless Silicone as recommended by Gaco Western.
- All coatings shall be applied in strict accordance with Gaco Western specifications.
- All of the above work shall be for straight time only.
- The above coating system comes with a 20 year warranty.

Provide all of the above with a 20 year warranty for the sum of.....$70,200.00
(All applicable taxes included in price)

All materials guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications, involving extra cost, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control.

Sincerely,
Ricky J. Evans / President

Ricky Evans

2251 Salem Road - Scranton, South Carolina 29591 - Phone (843) 389-0831 - Fax (843) 389-9481

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Reports to Council
South Carolina Department of Parks, Recreation & Tourism

DEPARTMENT: Florence County/Florence Convention and Visitors Bureau
Grants Department

ISSUE UNDER CONSIDERATION:

Approve Grant Application For A Tourism Advertising Grant (TAG) In The Amount Of $90,000 From The South Carolina Department Of Parks, Recreation & Tourism (SCPRT) For The Florence Convention And Visitors Bureau For The Implementation Of The Florence County Marketing Plan For FY14.

POINTS TO CONSIDER:

1) Florence Convention and Visitors Bureau will apply for a TAG grant funded by the South Carolina Department of Parks, Recreation and Tourism to provide an advertising package to entice travelers to the region and increase visitation and spending in an effort to boost the economy for Florence County and increase focus on heritage tourism through the marketing of the Eastern SC Heritage Region.
2) If awarded, the grant will fund marketing in a variety of media outlets.
3) Matching funds for the grant will be funded from FY 14 30% State Accommodation tax budgeted funds less any amount received from the 65% State Accommodation tax monies.

FUNDING FACTORS:

1) $90,000 = Total cost of the FY 14 Tourism Marketing Plan for the Florence Convention and Visitors Bureau.
2) $45,000 = Required match to be funded from FY 14 30% State Accommodation tax budgeted funds less any amount received from the 65% State Accommodation Tax monies.

OPTIONS:

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

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Economic Development
Procurement Department

ISSUE UNDER CONSIDERATION:

Approve The Purchase Of A 2011 Honda Odyssey Van In The Amount Of $25,163 From Honda of South Carolina Manufacturing, Inc. For The Florence County Economic Development Partnership And Declare Surplus And Authorize The Sale Of A 2007 Honda Odyssey Via GovDeals In An Estimated Amount Of $15,000 With Proceeds Allocated To The Department To Offset The Cost to Replace.

POINTS TO CONSIDER:

1. Florence County Economic Development would like to purchase a 2011 Honda Odyssey, VIN# 5FNRL5H61BB050723, from Honda of South Carolina Manufacturing, Inc. in the amount of $25,163.
2. Florence County owns a 2007 Honda Odyssey, VIN# 5FNRL38687B450435 which the Economic Development Partnership currently utilizes.
3. The Partnership requests that Council declare the 2007 Honda Odyssey surplus property and dispose of the vehicle via GovDeals. The Partnership requests that Council authorize the proceeds from the sale of the van to be allocated to the department to offset the cost to replace.
4. The funding to purchase the 2011 Honda Odyssey will come from departmental funds.

FUNDING FACTORS:

1. $25,163=Cost of 2011 Honda Odyssey to be funded from Economic Development departmental funds.
2. $15,000=Estimated net proceeds from the sale of a 2007 Honda Odyssey Van currently owned by Florence County Economic Development Partnership to be allocated to the department to offset the cost to purchase the new van.

OPTIONS:

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

ATTACHMENTS:

Letter of request from Florence County Economic Development Partnership.

FLORENCE COUNTY
Economic Development
PARTNERSHIP

Global Reach with a Southern Touch

February 26, 2013

K.G. 'Rusty' Smith
County Administrator
Florence County
180 North Irby Street
Florence, SC 29501

Dear Mr. Smith:

Honda of South Carolina Manufacturing Inc. provides a vehicle to the Florence County Economic Development Partnership. We have ordered a new vehicle and would like to purchase the 2011 Odyssey with 50,000 miles that is presently in our fleet from Honda of South Carolina Manufacturing Inc. Honda has agreed to sell us the 2011 Odyssey for $25,163.00, which includes sales tax, registration and dealer handling.

We would like to sell the 2007 Honda Odyssey and the proceeds from the sale be used to off-set the purchase price of the 2011 Honda Odyssey.

Sincerely,

Joe W. King
Executive Director

P.O. Box 100549 ● 1951 PISGAH ROAD ● FLORENCE, SOUTH CAROLINA 29502

TEL 843-676-8796 ● TOLL FREE 800-984-0682 ● FAX 843-676-8799

www.fcedp.com

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Reports to Council

DEPARTMENT: Recreation Department
Procurement Department

ISSUE UNDER CONSIDERATION:

Award The Lynches River County Park Environmental Discovery Center Expansion Feasibility Study In The Amount Of $28,000 To Collins and Almers Architecture, Florence, SC To Be Funded From FY 13 Recreation Departmental Funds.

POINTS TO CONSIDER:

1) Environmental Discovery Center Committee has identified the need for a feasibility study for the expansion of the Lynches River County Park Environmental Discovery Center.
2) Collins and Almers Architecture are on the County's pre-approved architectural firm list.
3) A proposal has been submitted in the amount of $28,000 by Collins and Almers Architecture to conduct the feasibility study.
4) The proposal will be funded from FY 13 Recreation departmental funds.

FUNDING FACTORS:

$28,000 = Proposed fee for a feasibility study for the expansion of the Lynches River County Park Environmental Discovery Center to be funded from FY 13 Recreation departmental funds.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed fee for the feasibility study from Collins and Almers Architecture.

COLLINS | ALMERS

ARCHITECTURE

LYNCHES RIVER COUNTY PARK ENVIRONMENTAL CENTER EXPANSION – FEASIBILITY STUDY
Florence County, South Carolina

December 31, 2012

Project Description: Currently, the project scope has not been determined. After visiting one similar facility already and two more in January, the owner designees will derive and state the project function and mission. Until then, architectural services will be scoped based on our current preliminary understanding of the project's direction.

SCOPE OF SERVICES:

A. Programming. After completing the visits to similar facilities, our firm and the owner's designees will meet and derive a "mission" for the project. This should include a description of the project's goals, a phasing strategy, plans to relate the project to the current EDC and the park in general, as well as budget considerations.

   Programming fee: $4,000

B. Master Planning and Preliminary Design Study. It was stated by Allen Wood that there needs to be an effort to avoid "disjointed incrementalism." The best way to avoid this issue is to develop a master plan that takes into consideration all foreseeable components (both short term and long range) that may reside on the site. The result should be a strategy to maximize the impact of our project as well as seek the highest and best use for the entire property. The Preliminary Design Study will show the basic building layout diagram(s) with key functional area adjacencies and begin the conversation for the vision and exterior image of the building.

   Master Planning and Preliminary Design Study fee: $8,000

C. Conceptual Design. After Programming, Master Planning, and Preliminary Design Study are complete, our firm will work with the designees to develop and present a conceptual design package that includes a site plan, floor plan(s), exterior elevations, possible building sections and a cost estimate. This package will be a tool to understand and present to others the size, scope, function and aesthetics of the proposed project.

   Conceptual Design fee: $16,000

Total Fee for Feasibility Study: $28,000

Collins & Almers is pleased to offer the services listed above. After completion of the Feasibility Study, our firm would be available to propose services and fees to take the project through the balance of the typical steps to completion, including Design Development, Construction Documents, Bidding and Construction Contract Administration.

166 W. EVANS STREET | PO BOX 5807 | FLORENCE SC 29502-5807 | 843.292.9606

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Reports to Council
Request for Qualifications (RFQ) Award

DEPARTMENT: RFQ #12-12/13 Strategic Planning and Facility Programming Services
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize a contract with the consortium of Stevens and Wilkinson, Columbia, SC, Justice Planning Associates, Columbia, SC and Goforth Brown and Associates, Florence, SC to provide Strategic Planning and Facility Programming Services for the Florence County Administrative and Judicial Complex for a fixed fee of $148,000, plus reimbursables (estimated to cost $6,000).

POINTS TO CONSIDER:

1) RFQ was publicly offered.
2) Seven (7) statements of qualifications were received.
3) A review panel evaluated the proposals and narrowed the list to three firms which were invited to make a presentation to the panel.
4) The panel then selected the consortium of Stevens and Wilkinson, Columbia, SC, Justice Planning Associates, Columbia, SC and Goforth Brown and Associates, Florence, SC as the most qualified responder.
5) The proposed architectural strategic planning fee is $148,000.
6) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.

FUNDING FACTORS:

1) $148,000 = Total fixed cost to be funded for this project from the previously approved City-County Building Commission funds.
2) $6,000 = Estimated reimbursable costs to be funded from previously approved City-County Building Commission funds.

OPTIONS:

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

ATTACHMENT:

Final ranking of firms by the RFP Review Panel.

Florence County, SC

Request for Qualifications No. 12-12/13

Strategic Planning and Facility Programming Services

Evaluation Rankings

Company	Ranking
Stevens and Wilkinson	1
Moseley Architect	2
Ricci Greene Associates	3
Cooper Carry, Inc.	4
CGL Company	5
JSD Architect	6
Watson Tate Savory Fentress Architects	7

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of eight (8) vehicles as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

1. Attached listing of vehicles is recommended to be declared surplus by the using department.
2. The vehicles have little value or are obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. The vehicles have been offered to all county fire departments, rescue squads, municipalities, and school districts.
6. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.

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.

ATTACHMENTS:

List of vehicles.

UNIT	MAKE	MODEL	YEAR	MILEAGE	COMMENTS	VIN #'S
V0526	FORD	TAURUS LX	1999	33,104	ENG &TRAN, RADIATOR LEAK	1FAFP52UXXA137962
VS128	FORD	CROWN VIC	2008	98,964	ENG AND TRANS GOOD TOP RUST SPOT	2F2AFP71V18X118957
VS180	DODGE	CHARGER	2008	149,023	ENG & TRANS PAINT ON BUMPER PEELING	2B3KA43H78H299574
VS182	DODGE	CHARGER	2008	146,073	ENG & TRANS GOOD CONTROL ARM BAD	2B3KA43H18H216401
VS183	DODGE	CHARGER	2008	151,273	ENG & TRANS GOOD NEED CRANK SEAL	2B3KA43H08H314402
VS191	DODGE	CHARGER	2008	150,681	ENG & TRANS GOOD RADIATOR BAD	2B3KA43H18H299585
V0814	Ford	Taurus	2002	76,421		1FAFP53212A260877
VS176	DODGE	CHARGER	2008	142,011	ENG & TRANS GOOD, ALT BAD	2B3KA43H68H299579

Florence County Council Meeting
March 21, 2013

AGENDA ITEM: Other Business
Infrastructure Project
Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Declare One (1) Vehicle (V0930 a 2006 Chevrolet 2500 HD 4x4) As Surplus; Authorize The Sale Of The Vehicle To The South Lynches Fire District In The Amount Of $8,600; And Approve The Funding From Council District 1 Infrastructure Allocation For The Purchase Of The Vehicle.

FUNDING SOURCE:

XXX Infrastructure

_____ Road System Maintenance Fee

_____ Utility

Signed: _____
Requested by Councilman for District 1

Date: _____

ATTACHMENTS:

Copy of the Surplus Property Request form for the Vehicle.

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

March agenda

FLORENCE COUNTY
SURPLUS PROPERTY REQUEST

IDENTIFICATION OF VEHICLE OR MOTORIZED PROPERTY ON SURPLUS LIST BEING REQUESTED:

Property Identification Number: V0930

Year: 2006

Make: Chevrolet

Model: 2500 HD 4X4

Mileage: 138,071

IDENTIFICATION OF VEHICLE BEING REQUESTED TO SWAP:

Year: _____

Make: _____

Model: _____

Mileage: _____

General Condition of the vehicle: _____

Signature [signature], Chief, SLFD 2/14/13

Date

Florence County Council Meeting
March 21, 2013

AGENDA ITEM: Other Business
Infrastructure/Utility Project

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Expenditure Of Up To $3,000 From Council Districts' Infrastructure/Utility Funding Allocations (As Indicated Below) To Purchase An Ice Machine For Francis Marion Recreation Complex.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Amount:	$1,500 (1 U)	$1,500 (1 U)
Signed:	Russell W. Culberson	Waymon Mumford

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

FLORENCE COUNTY COUNCIL MEETING

March 21, 2013

AGENDA ITEM: Other Business
Council District #2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to $1,474.00 from Council District #2 funding allocations to pay for materials to be used in the installation of a driveway at the Pamplico EMS.

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: Roger M. Poston
Requested by Councilmember: Roger M Poston

Date: 3-1-013

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
March 21, 2013

AGENDA ITEM: Inactive Agenda
Ordinance No. 28-2012/13

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

At Its Regular Meeting Of February 21, 2013, Council Tabled The Following Ordinance:

Ordinance No. 28-2011/12: [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.]

ATTACHMENTS:

Copies of the information provided in the February 21, 2013 agenda package.

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

PROPOSED ADDITIONS TO THE MARCH 21, 2013 AGENDA

DESCRIPTION (Requested by)	DATE REC'D	ITEM
RESOLUTIONS:		
Resolution of Support	03/18/13	A Resolution Supporting The Nomination Of Honorable James D. Healy To Serve On The National Freight Advisory Committee.
BOARDS & COMMISSION:		
Civic Center Commission	03/18/13	Appoint C. B. Askins To Serve In Seat 4 Of The Florence City-County Civic Center Commission, With Appropriate Expiration Term, Contingent Upon His Resignation From The City-County Building Commission.
REPORTS TO COUNCIL:		
Museum/Procurement	03/18/13	Award RFP #08-12/13 For Museum Shelving To Patterson-Pope, Inc., Charleston, SC In The Amount Of $181,005.80 To Be Funded From Museum Construction Funds. *(2 compliant proposals)*

FLORENCE COUNTY COUNCIL MEETING
Proposed Addition to the Agenda
March 21, 2013

AGENDA ITEM: Resolution of Support

DEPARTMENT: County Council
Requested by Councilman Waymon Mumford
SCAC NACo Delegate

ISSUE UNDER CONSIDERATION:
A Resolution Supporting The Nomination Of The Honorable James D. Healy To Serve On The National Freight Advisory Committee.

OPTIONS:
1. *(Recommended)* Approve The Resolution As Presented.
2. Provide an alternate directive.

ATTACHMENTS:
Copy of the Proposed Resolution

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

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION OF SUPPORT

A Resolution Supporting The Nomination Of The Honorable James D. Healy To Serve On The National Freight Advisory Committee.

WHEREAS:

1. The U.S. Department of Transportation is establishing a National Freight Advisory Committee (NFAC) and soliciting nominations for membership; and

2. The NFAC will provide advice and recommendations to the Secretary of Transportation on matters related to freight transportation in the United States, including: (1) Implementation of the freight transportation requirements of MAP 21; (2) Establishment of the National Freight Network; (3) Development of a National Freight Strategic Plan; (4) Development of strategies to help States implement State Freight Advisor Committee and State Freight Plans; and (5) Development of measures of conditions and performance in freight transportation; (6) Development of freight transportation investment, data, and planning tools; and (7) Legislative recommendations; and

3. The Secretary of Transportation has requested nominations for members of the Committee to ensure a wide range of members and a balanced Committee; and

4. The Secretary of Transportation will appoint committee members with a view toward achieving varied perspectives on freight transportation, including from government bodies, and seeking to balance the interests of many groups including those of local elected officials; and

5. Counties play an integral role in the movement of freight in America owning and operating: 44% of all public roads and highways; 228,026 bridges of all kinds; 27% of public transit systems; and 30% of public airports; and

6. Elected County Officials play a key role in economic development efforts in their regions and development of new regional transportation infrastructure, serving on, or being actively involved in, all of the nations Port Authorities, Metropolitan Planning Organizations and Development Organizations; and

7. The Honorable James D. Healy, County Commissioner, serves as Transportation Chairman for the National Association of Counties (NACo), having also served NACo as Chairman of the Highway, Airport and Transit Authorization Sub-Committees, and serves as a member of the Board of Directors for the National Association of Regional Councils (NARC), and served as the Chairman and Vice-Chairman of the Transportation and Public Works Committees in his home County, as well as a past member of his local regional planning organization; and

8. The Honorable James D. Healy has been a vocal proponent of local governments working together in cooperation with the freight, shipping and railroad industries, hosting the first freight/railroad summit last year bringing together 250 local elected officials and representatives of the freight, shipping and railroad industry, and is singularly responsible for the positive dialogue now occurring between local government officials and the railroad industry.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF FLORENCE COUNTY, SOUTH CAROLINA, THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THAT:

We Support The Appointment Of The Honorable James D. Healy, County Commissioner, As A Member Of The NFAC Committee, To Represent The Views And Interests Of Local Governments In America.

ATTEST:

_____
Connie Y. Haselden, Council Clerk

SIGNED:

_____
James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

Proposed Addition to the Agenda

March 21, 2013

AGENDA ITEM: Boards & Commission
Florence City-County Civic Center Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Approve The Appointment Of C. B. Askins To Serve In Seat 4 Of The Florence City-County Civic Center Commission, With Appropriate Expiration Term, Contingent Upon His Resignation From The City-County Building Commission.

ATTACHMENTS:

1. Current Florence City-County Civic Center Commission membership listing.

CITY-COUNTY CIVIC CENTER COMMISSION

AUTHORITY: **ORDINANCE #4-90/91, #15-94/95, #25-2010/11**

APPOINTED BY: **COUNTY COUNCIL: 5 MEMBERS**
CITY COUNCIL: 5 MEMBERS
FLORENCE CITY MAYOR
FLORENCE COUNTY COUNCIL CHAIRMAN
COMMISSION: 1 MEMBER

Thirteen (13) voting members and one ex-officio non-voting member, appointed as follows: five members, residents of City of Florence, appointed by the Florence City Council; five members, residents of Florence County, appointed by the Florence County Council; the Florence City Mayor and the Florence County Council Chairman, or their designee, with approval of the respective Council; one member, recommended by the Commission appointed by both City and County Councils; Civic Center Director shall be ex-officio, non-voting member. Terms are four years.

SEAT	APPOINTEE		TERM TO EXPIRE
1	Grey Raines, VP Development Raines Development Group, Inc. 2670 Hospitality Boulevard Florence, SC 29501 Greyman09@aol.com	317-9050 468-2800 - O	6/2014
2	Carlos Dubose 1000 W. Candy Lane Florence, SC 29505 Jclos31@yahoo.com	616-3210	6/2010
3	Osmona Cooper 505 Azalea Drive Lake City, SC 29560	665-7822 - O 394-3060 - H 598-0439 - C	6/2016
4	Vacant Due to Resignation		6/2016
5	Mary Dittman 2933 Woodbine Ave. Florence, SC 29501 MaryRDittman@gmail.com	617-6095 - H	6/2015

County Council Chairman Designee: Councilman James T. Schofield (07/30/12)

FLORENCE COUNTY COUNCIL MEETING
PROPOSED ADDITION TO THE AGENDA
March 21, 2013

AGENDA ITEM: Reports to Council
RFP Award

DEPARTMENT: Museum
Procurement Department

ISSUE UNDER CONSIDERATION: Award RFP #08-12/13 For Museum Shelving To Patterson-Pope, Inc., Charleston, SC In The Amount Of $181,005.80 To Be Funded From Museum Construction Funds. *(2 Compliant Proposals).*

POINTS TO CONSIDER:

1) RFP was publicly offered.
2) Two (2) compliant proposals were received.
3) Patterson-Pope, Inc., Charleston, SC was the most responsive and responsible responder.
4) The Council Chairman, Museum Director, and Finance Director served on the RFP review panel and the panel recommends the award of the contract to Patterson-Pope, Inc.

FUNDING FACTORS:

$181,005.80 = Total cost of Museum Shelving to be funded from Museum Construction funds.

OPTIONS:

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

ATTACHMENTS:

RFP Summary of Evaluation Panel Ranking.

Florence County, SC
Request for Proposal No. 08-12/13
Museum Storage System

Evaluation Rankings

Points	Company	Ranking
259	Patterson-Pope, Inc. of Charleston, SC	1
194	Business Systems SC of N. Charleston, SC	2