

Jason M. Springs
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
COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, JUNE 19, 2014
9:00 A. M.

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

II. INVOCATION: MITCHELL KIRBY, SECRETARY/CHAPLAIN

**III. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:
 WAYMON MUMFORD, VICE CHAIRMAN**

IV. WELCOME: JAMES T. SCHOFIELD, CHAIRMAN

V. MINUTES:

A. MINUTES OF THE MAY 15, 2014 REGULAR MEETING **[1]
 Council Is Requested To Approve The Minutes Of The May 15, 2014 Regular
 Meeting Of County Council.**

B. MINUTES OF THE MAY 29, 2014 SPECIAL CALLED MEETING **[25]
 Council Is Requested To Approve The Minutes Of The May 29, 2014 Special
 Called Meeting Of County Council.**

VI. PUBLIC HEARINGS:

[28]

Council will hold Public Hearings on the following:

A. ORDINANCE NO. 28-2013/14

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project R [Ruiz Food Products, Inc. and RF4 Holding Co., LLC, the “Company”], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project R [the Company], And Providing For Payment By Project R [the Company], Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

B. ORDINANCE NO. 29-2013/14

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

C. LEASE AGREEMENT

Execution Of A Lease Agreement Between Florence County And Access Community Rehabilitative Health Services For Property Owned By Florence County And Located At 124 Epps Street, Lake City, South Carolina, Designated As Tax Map Parcel Number 80008-12-008.

VII. APPEARANCES:

At The Time Of Publication Of The Agenda, There Were No Requests To Appear Before Council.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

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

November 2013

Capital Project Sales Tax

Public Services & County Planning

(Councilmen Poston/Chair, Kirby and Caudle)

June 2008

Museum

November 21, 2013

Landings

Justice & Public Safety

(Councilmen Mumford/Chair, Bradley and Jason Springs)

Litter

Education, Recreation, Health & Welfare

(Councilmen Culberson/Chair, Poston and Caudle)

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Councilman Bradley/Chair, Dorriety and Jason Springs)

January 17, 2013

City-County Conference Committee

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION OF APPRECIATION AND RECOGNITION

[29]

A Resolution Of Appreciation And Recognition For The Honorable Lester P. Branham, South Carolina House of Representatives For His Commendable Service.

B. RESOLUTION OF APPRECIATION AND RECOGNITION **[31]**

A Resolution Of Appreciation And Recognition For Patricia Singleton Parr For Her Commendable Service And A Job Well Done.

C. RESOLUTION NO. 38-2013/14 **[33]**

A Resolution To Approve A Multi-Jurisdictional Agreement With The Timmons ville Police Department Requested By The Florence County Sheriff's Office And Authorizing The County Administrator To Execute Said Agreement.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 22-2013/14 **[40]**

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 1920 Pamplico Hwy., Florence, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.

*(Planning Commission **approved** 7-0)(Council District 6)*

2. ORDINANCE NO. 23-2013/14 **[46]**

An Ordinance To Rezone Property Owned By Norma Jean Watford Located At 1920 Pamplico Hwy., Florence, As Shown On Florence County Tax Map No. 90134, Block 02, Parcel 007; Consisting Of Approximately 0.43 Acres From R-1, Single-Family Residential District, To B-3, General Commercial District; And Other Matters Related Thereto.

*(Planning Commission **approved** 7-0)(Council District 6)*

3. ORDINANCE NO. 25-2013/14 **[54]**

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

4. ORDINANCE NO. 26-2013/14 **[57]**

An Ordinance To Ratify FY14 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

5. **ORDINANCE NO. 28-2013/14** *(Public Hearing)* **[62]**

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Ruiz Food Products, Inc. And RG4 Holding Co., LLC, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Ruiz Food Products, Inc. And RG4 Holding Co., LLC And Providing For Payment By Ruiz Food Products, Inc. And RG4 Holding Co., LLC Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

6. **ORDINANCE NO. 01-2014/15** **[92]**

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2014 And Ending June 30, 2015; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

B. SECOND READING

1. **ORDINANCE NO. 21-2013/14 – DEFERRAL** **[106]**

An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.

2. **ORDINANCE NO. 24-2013/14 – DEFERRAL** **[108]**

An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2, And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

3. **ORDINANCE NO. 27-2013/14 – AMENDED TITLE**

[111]

~~An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee And Special Source Revenue Credit Agreement Between Florence County, South Carolina And Project Olympus; Authorizing The Conversion Of An Existing Title Transfer FILOT Lease Agreement Between Florence County, South Carolina And Project Olympus To A Fee Agreement; And Other Matters Relating Thereto.~~

An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.

4. **ORDINANCE NO. 29-2013/14** *(Public Hearing)*

[118]

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

C. INTRODUCTION

ORDINANCE NO. 30-2013/14

[249]

An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmonsville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

A. COMMISSION ON ALCOHOL & DRUG ABUSE

[254]

Approve The Recommendation For The Re-Appointments Of Don Coker – Council District 5, Richard Sale – Council District 6, And Marshall Rainey – At-Large Accounting, To Serve On The Florence County Commission On Alcohol & Drug Abuse, With Appropriate Expiration Terms.

B. POLICY COMMISSION ON RECREATION

[257]

Approve The Re-Appointment Of William L. Breeden, Jr. To Serve On The Policy Commission On Recreation Representing Council District 6, With Appropriate Expiration Term.

C. SENIOR CENTER COMMISSION

[260]

Approve The Re-Appointment Of Andrew Wilson To Serve On The Senior Center Commission Representing Council District 2, With Appropriate Expiration Term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. MONTHLY FINANCIAL REPORTS

[263]

Monthly Financial Reports Were Provided To Council For Fiscal Year 2014 Through March 31, 2014 As An Item For The Record.

2. **LEASE AGREEMENT** *(Public Hearing)* [269]
Approve The Execution Of A Lease Agreement Between Florence County And Access Community Rehabilitative Health Services For Property Owned By Florence County And Located At 124 Epps Street, Lake City, South Carolina, Designated As Tax Map Parcel Number 80008-12-008.

B. FINANCE

- FY2014/15 STATE ACCOMMODATIONS TAX ALLOCATIONS** [275]
Approve The Expenditure Of \$225,000 In State Accommodations Tax Funding Allocations As Recommended By The Accommodations Tax Advisory Committee For FY2014/15.

C. PARKS & RECREATION/PROCUREMENT

- BID AWARD** [278]
Award Bid No. 24-13/14 Greenwood Park Baseball Field Lighting To The Low Bidder KMB Electric Co. Of Sumter, SC In The Amount Of \$138,200 To Be Funded From Council District Infrastructure Funds Previously Approved By Council. *(3 Compliant Bids Received)*

D. PROCUREMENT

1. **DECLARATION OF SURPLUS PROPERTY** [281]
Declare Nine (9) Vehicles, Two (2) Dump Trucks, One (1) Trailer, And One (1) Pickup As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.
2. **REQUEST FOR PROPOSAL (RFP) AWARD** [283]
Award RFP No. 27-13/14, Program Management Services For The Capital Projects Sales Tax Program II To Davis & Floyd Of Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.
3. **REVIEW PANEL APPOINTMENT – RFP #30-13/14** [287]
Appoint A Member Of Council To Serve On The Review Panel For RFP #30-13/14 For Landscape Architectural Services And Master Plan For The County Complex Building.

4. **REVIEW PANEL APPOINTMENT – RFP #32-13/14** [288]
Appoint A Member Of Council To Serve On The Review Panel For RFP #32-13/14 Professional Forestry Services For Various County Land Sites.

E. SARDIS-TIMMONSVILLE FIRE DEPARTMENT/PROCUREMENT

- PURCHASE OF FIRE PUMPER** [289]
Authorize The Purchase Of One (1) Fire Pumper And The Necessary Equipment From The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program For The Sardis-Timmons ville Fire Department In An Amount Not To Exceed \$300,903 As Funded In The Capital Project Sales Tax II.

F. SHERIFF’S OFFICE

1. **CONTRACTUAL AGREEMENT – TOWN OF PAMPLICO** [294]
Approve A Contractual Agreement With The Town Of Pamplico To Provide Victim Services.
2. **CONTRACTUAL AGREEMENT – TOWN OF SCRANTON** [297]
Approve A Contractual Agreement With The Town Of Scranton to Provide Victim Services.

G. SHERIFF’S OFFICE/GRANTS

- UNITED STATES DEPARTMENT OF JUSTICE** [301]
Approve The Submission Of A Grant Application For The FY2014 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation In The Amount Of \$21,328 To Provide Capital/Replacement Equipment For The Florence County Sheriff’s Office.

H. SOUTH LYNCHES FIRE DEPARTMENT/PROCUREMENT

- BID AWARD** [304]
Award Bid No. 26-13/14 Fire Truck Refurbishment For The South Lynch es Fire District To The Low Bidder Kovath Mobile Equipment Corp. (KME) Of Nesquehoning, PA In The Amount Of \$597,904 To Be Funded From Capital Project Sales Tax II Funds. (2 *Compliant Bids Received*)

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. FLORENCE COUNTY MUSEUM

[307]

Approve The Expenditure Of Up To \$15,000 From Council District 8 Infrastructure Funding Allocation To Assist The Florence County Museum With The Acquisition Of World War II Objects/Artifacts For Display At The Florence County Museum.

2. TIMMONSVILLE RESCUE SQUAD

[308]

Declare Vehicle #VS5013, A 1992 Ford E-350 Ambulance As Surplus; Authorize the Sale of the Vehicle To The Timmonsville Rescue Squad In The Amount Of \$5,000; And, Approve The Expenditure Of \$5,000 From Council District 4 Infrastructure Funding Allocation To Fund The Purchase.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA:

RESOLUTION NO. 30-2012/13

At Its Regular Meeting Of May 15, 2014, Council Voted Unanimously To Table This Item: A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2013 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended.

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 15, 2014 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, MAY 15, 2014, 9:00 A.M., COUNCIL CHAMBERS
ROOM 803, COUNTY COMPLEX, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

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

ALSO PRESENT:

Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Ronnie Pridgen, Parks and Recreation Director
Samuel K. Brockington, Jr., Fire/Rescue Services Coordinator
Patrick Fletcher, Procurement Director
Alan Smith, Library Director
Sheriff Kenney Boone
Coroner Keith Von Lutcken
Chief Deputy Glen Kirby
Katherine McCam, Sheriff's Office
Gavin Jackson, Morning News Staffwriter
Tonya Brown, WPDE News
Ken Baker, WMBF News

ABSENT:

Alphonso Bradley, Council Member

A notice of the regular meeting of the Florence County Council appeared in the May 14, 2014 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, posted in the lobby of the County Complex, provided for posting at the Doctors Bruce and Lee Foundation Public Library, all branch libraries, and on the County's website (www.florenceco.org).

Chairman Schofield called the meeting to order. Secretary-Chaplain Kirby provided the invocation and Vice Chairman Mumford led the Pledge of Allegiance to the American Flag. Chairman Schofield welcomed everyone attending the meeting.

APPROVAL OF MINUTES:

Councilman Mumford made a motion Council Approve The Minutes Of The April 3, 2014 Worksession, the April 17, 2014 Regular Meeting, and the May 1, 2014 Worksession Of County Council. Councilman Culberson seconded the motion, which was approved unanimously.

RESOLUTION NO. 36-2013/14

The Chairman requested Council consider passage of Resolution No. 36-2013/14 prior to the opening of public hearings, in order to keep every item in the proper order. There were no objections voiced. The Clerk published the title of Resolution No. 36-2013/14: A Resolution Ordering Public Hearings With Respect To Ordinances Numbers 17-2013/14 And 18-2013/14 And Ratifying All Actions Previously Taken To Advertise Said Public Hearings And Other Matters Relating Thereto. Councilman Culberson made a motion Council approve the Resolution as presented. Councilman Poston seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the titles and Chairman Schofield opened public hearings for the following items:

RESOLUTION NO. 33-2013/14

A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2014 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended.

ORDINANCE NO. 17-2013/14

An Ordinance Dissolving Pursuant To Section 4-9-30(5)(E) Of The Code Of Laws Of South Carolina, 1976, As Amended, The Sardis-Timmons ville Rural Fire Protection District, And Dissolving The Johnsonville Rural Fire District, The Howe Springs Fire District, The Hannah-Salem-Friendfield Fire District, The West Florence Rural Fire District, And The Windy Hill/Olanta Rural Fire District, All Incident To The Establishment Of The Florence County Fire Protection District As A Special Tax Fire District Under Article 19 Of Title 4 Of The Code Of Laws Of South Carolina, 1976, As Amended, Providing For The Conditions With Respect To Said Dissolution, And Other Matters Related Thereto.

ORDINANCE NO. 18-2013/14

An Ordinance To Create And Establish The Florence County Fire Protection District In Florence County, South Carolina Pursuant To Title 4, Chapter 19 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Approve The Annual Levy And Collection Of Ad Valorem Taxes And The Imposition Of Rates And Charges For The Operation And Maintenance Thereof, To Authorize The Issuance Of General Obligation Bonds On Behalf Of The District From Time To Time, And Other Matters Relating Thereto.

ORDINANCE NO. 22-2013/14

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 1920 Pamplico Hwy., Florence, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.

ORDINANCE NO. 25-2013/14

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

ORDINANCE NO. 26-2013/14

An Ordinance To Ratify FY14 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

ORDINANCE NO. 01-2014/15

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2014 And Ending June 30, 2015; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

APPEARANCES:

CLARK REIFSNIDER – HELP 4 KIDS FLORENCE

Mr. Reifsnider And Allie Walker Appeared Before Council To Brief Council On The Mission Of The Help 4 Kids Florence Organization And Its Mission Of Feeding Elementary School Children Who Were At Risk Of Weekend Hunger.

SUSPEND AGENDA:

COUNCILMAN DORRIETY

Councilman Dorriety made a motion Council suspend the Agenda. Councilman Kirby seconded the motion, which was approved unanimously. Councilman Dorriety stated he wanted to give Council a message. "We always talking about trying to work things out with our legislators and I tried to talk to our two legislators last night and the message

they wanted me to send to you was Lowe and Crawford would be glad to meet with you to talk about the situation, or anybody on Council. That Mr. Lowe and, I think it's the fire fighter who is the legislator from Anderson County that y'all went to to try to do 4-19, is good friends with him. He said he would love to bring him down here and let him tell y'all how Anderson County combined and see if that was an option that could be worked or something of that nature. And that's basically the message. I just wanted to deliver it to y'all; it's nothing bad, nothing anything, ... that's all. I didn't know how y'all would reactive or want to take it. I think since these things we have are pretty contractual, but I been working hopefully so we would have some kind of dialogue with our delegation. I mean, I don't like the way this situation has turned out. I don't think none of us do."

Councilman Caudle stated he would like to encourage Council to take up that invitation if possible. Councilman Dorriety stated he would be interested in hearing what the gentleman from Anderson County had to say because it might be pertinent in the future. Chairman Schofield thanked Councilman Dorriety and stated he met with Representative Lowe two months previously and had met with Senator Leatherman in January to try to encourage them to change 4-19. He said his door was always open just like it was to every citizen to come talk with him and he looked forward to it.

COMMITTEE REPORTS:

ADMINISTRATION & FINANCE

Chairman Schofield stated the Committee on Administration & Finance held a meeting on Friday, May 9th and considered amendments to the budget on second reading. He stated when Council got to the budget ordinance he would entertain motions to amend.

RESOLUTIONS/PROCLAMATIONS:

PEACE OFFICERS' MEMORIAL DAY PROCLAMATION

The Clerk published the title of the Proclamation: A Proclamation Recognizing May 15th As National Peace Officers' Memorial Day And Directing That All Flags On County Buildings Be Flown At Half Staff On May 15, 2014. Councilman Mumford made a motion Council approve the Proclamation as presented. Councilman Kirby seconded the motion, which was approved unanimously.

RESOLUTION OF APPRECIATION AND RECOGNITION

The Clerk published a Resolution of Appreciation and Recognition for Larue E. Kirby For His Meritorious Service, in its entirety. Councilman Mumford made a motion Council approve the Resolution. Councilman Poston seconded the motion, which was approved unanimously. Councilman Caudle presented Mr. Kirby with a framed Resolution of Appreciation and Recognition and invited his family to come forward to be recognized as well. Mr. Kirby expressed his appreciation for the Resolution and the opportunity to serve the citizens of Florence County.

RESOLUTION OF APPRECIATION AND RECOGNITION

The Clerk published a Resolution of Appreciation and Recognition for Robert Newton Wells, Jr. For His Commendable Service And A Job Well Done, in its entirety. Councilman Mumford made a motion Council approve the Resolution. Councilman Caudle seconded the motion, which was approved unanimously. Councilman Mumford presented Mr. Wells with a framed Resolution of Appreciation and Recognition. Mr. Wells expressed his appreciation for the Resolution.

PUBLIC HEARINGS:

The following individuals requested to speak during the public hearing segment:

Ordinance No. 17-2013/14:

Richard Skipper
Murray Jordan

Ordinance No. 18-2013/14:

Kerry Tanner
William Dillon
Toni James – declined to speak stating that she signed the wrong sheet

There being no additional signatures on the sign-in sheets, the Chairman declared the Public Hearings closed.

RESOLUTION NO. 33-2013/14

The Clerk published the title of Resolution No. 33-2013/14: A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2014 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Poston seconded the motion, which was approved unanimously.

RESOLUTION NO. 34-2013/14

The Clerk published the title of Resolution No. 34-2013/14: A Resolution Authorizing An Amendment Of The Fee In Lieu Of Tax Agreement By And Between Project W And Florence County, South Carolina, Providing For An Extension Of The Investment Period, A Modification Of The Infrastructure Credits, An Extension Of The Termination Date, The Provision Of Job Creation Grants, And Other Matters Related Thereto. Councilman Dorriety made a motion Council approve the Resolution as presented. Councilman Caudle seconded the motion, which was approved unanimously. County Administrator K. G. Rusty Smith, Jr. stated for the record that Project W was Worthington Industries Engineered Cabs, LLC dba Angus-Palm LLC and the project was conditional on final approval of State incentives by the South Carolina Department of Commerce.

RESOLUTION NO. 35-2013/14

The Clerk published the title of Resolution No. 35-2013/14: A Resolution Approving The Refunding Of Certain Outstanding Indebtedness Benefitting McLeod Regional Medical Center Of The Pee Dee, Inc. Through The Issuance And Delivery Of Florence County, South Carolina, Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project), In One Or More Series, In An Aggregate Amount Not Exceeding \$75,000,000; Authorizing A Petition To The South Carolina State Budget And Control Board For Its Approval Of Such Undertaking Pursuant To Title 44, Chapter 7, Code Of Laws Of South Carolina 1976, As Amended; Approving A Loan Agreement; Providing For Notice Of Such Approval; Providing For A Public Hearing To Be Held On The Question Of The Issuance Of Such Bonds; Providing For Publication Of Notice Of Such Hearing; And Providing For Other Matters Relating Thereto. Councilman Springs made a motion Council approve the Resolution as presented. Councilman Caudle seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 17-2013/14 – THIRD READING

The Clerk published the title of Ordinance No. 17-2013/14: An Ordinance Dissolving Pursuant To Section 4-9-30(5)(E) Of The Code Of Laws Of South Carolina, 1976, As Amended, The Sardis-Timmonsville Rural Fire Protection District, And Dissolving The Johnsonville Rural Fire District, The Howe Springs Fire District, The Hannah-Salem-Friendfield Fire District, The West Florence Rural Fire District, And The Windy Hill/Olanta Rural Fire District, All Incident To The Establishment Of The Florence County Fire Protection District As A Special Tax Fire District Under Article 19 Of Title 4 Of The Code Of Laws Of South Carolina, 1976, As Amended, Providing For The Conditions With Respect To Said Dissolution, 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 with a six (6) to two (2) vote. Voting in the affirmative were Chairman Schofield, Councilmen Culberson, Poston, Mumford, Caudle and Springs. Voting "No" were Councilmen Kirby and Dorriety.

ORDINANCE NO. 18-2013/14 – THIRD READING

The Clerk published the title of Ordinance No. 18-2013/14: An Ordinance To Create And Establish The Florence County Fire Protection District In Florence County, South Carolina Pursuant To Title 4, Chapter 19 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Approve The Annual Levy And Collection Of Ad Valorem Taxes And The Imposition Of Rates And Charges For The Operation And Maintenance Thereof, To Authorize The Issuance Of General Obligation Bonds On Behalf Of The District From Time To Time, And Other Matters Relating Thereto. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved with a six (6) to two (2) vote. Voting in the affirmative were Chairman Schofield, Councilmen Culberson, Poston, Mumford, Caudle and Springs. Voting "No" were Councilmen Kirby and Dorriety.

Councilman Kirby stated, "I want everybody to know I'm not disagreeing. I agree that we need to do what we're doing but we need to, you know, with the West Florence ... situation and everything and I think what Willard says getting/working with the legislature we can come up with a good plan at a fair rate you know and this is what I want, on the financial part, you know, it changed this week how we're gonna finance it, so, through these budget sessions we got its probably gonna change again so that's the reason I'm voting no today ... there's a lot to be considered."

Councilman Caudle encouraged the Chairman and members of Council to take up the offer of Representatives Lowe and Crawford.

ORDINANCE NO. 21-2013/14 – SECOND READING DEFERRED

The Chairman stated Council was asked to defer second reading of Ordinance No. 21-2013/14: An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Related Thereto.

ORDINANCE NO. 22-2013/14 – SECOND READING

The Clerk published the title of Ordinance No. 22-2013/14: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 1920 Pamplico Hwy., Florence, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto. Councilman Culberson made a motion Council approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 23-2013/14 – SECOND READING

The Clerk published the title of Ordinance No. 23-2013/14: An Ordinance To Rezone Property Owned By Norma Jean Watford Located At 1920 Pamplico Hwy., Florence, As Shown On Florence County Tax Map No. 90134, Block 02, Parcel 007; Consisting Of Approximately 0.43 Acres From R-1, Single-Family Residential District, To B-3, General Commercial District; And Other Matters Related Thereto. Councilman Culberson made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 24-2013/14 – SECOND READING DEFERRED

Chairman Schofield stated second reading of Ordinance No. 24-2013/14 was deferred: An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2, And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

ORDINANCE NO. 25-2013/14 – SECOND READING

The Clerk published the title of Ordinance No. 25-2013/14: An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 26-2013/14 – SECOND READING

The Clerk published the title of Ordinance No. 26-2013/14: An Ordinance To Ratify FY14 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

ORDINANCE NO. 27-2013/14 – SECOND READING DEFERRED

The Chairman stated second reading of Ordinance No. 27-2013/14 was deferred: An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee And Special Source Revenue Credit Agreement Between Florence County, South Carolina And Project Olympus; Authorizing The Conversion Of An Existing Title-Transfer FILOT Lease Agreement Between Florence County, South Carolina And Project Olympus To A Fee Agreement; And Other Matters Relating Thereto.

ORDINANCE NO. 28-2013/14 – SECOND READING

The Clerk published the title of Ordinance No. 28-2013/14: An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project R, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project R, And Providing For Payment By Project R, Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Springs seconded the motion, which was approved unanimously.

ORDINANCE NO. 01-2014/15 – SECOND READING

The Clerk published the title of Ordinance No. 01-2014/15: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2014 And Ending June 30, 2015; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto. Councilman Caudle made a motion Council approve second reading of the Ordinance.

Councilman Springs seconded the motion. Councilman Springs made a motion Council amend the Solid Waste Management Enterprise Fund, Fund 421, in the fiscal year 2014/15 budget book, to reflect an increase in the household solid waste fee by \$3.97 to \$99.50 in order to provide a 50% fee discount to parcels containing six (6) or more residential units. Councilman Culberson seconded the motion, which was approved unanimously.

Councilman Poston made a motion to amend Ordinance No. 01-2014/15 to decrease the Florence County millage rate to 73.0; to decrease the debt service millage rate to 8.5; to increase the Florence Fire District operating millage to 20.5; to increase the appropriation to Florence County General Fund to \$54,125,434; to increase the appropriation for the Local Accommodations Tax Fund to \$2,483,549; to decrease the appropriation for the Fire and First Responder Fund to \$4,927,410; and, to delete Section 10.d. from the Ordinance. Councilman Culberson seconded the motion, which was approved with a six (6) to two (2) vote. Voting in the affirmative were Chairman Schofield, Councilmen Culberson, Poston, Mumford, Caudle and Springs. Voting "No" were Councilmen Kirby and Dorriety. Approval of second reading of the Ordinance as amended was unanimous.

ORDINANCE NO. 29-2013/14 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 29-2013/14 and the Chairman declared the Ordinance Introduced By Title Only: An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

COMMISSION ON ALCOHOL & DRUG ABUSE

Councilman Mumford made a motion to reappoint Elizabeth Thomas to serve on the Commission on Alcohol & Drug Abuse representing Council District 7, with appropriate expiration term. Councilman Caudle seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

APPROVAL OF PROPOSED SCOPE OF WORK – ALLIGATOR ROAD

Mr. Smith introduced Michelle Shepherd, Assistant Program Manager, Pee Dee Regional Production Group with South Carolina Department of Transportation (SCDOT) to make the presentation. Ms. Shepherd provided a handout for Council to follow (a copy is attached and incorporated by reference). Chairman Schofield stated Council was requested to add a fourth alternate to the proposed Preliminary Scope to finish the five-lane completion from Freedom Boulevard to 76 at the Pizza Hut, the original part of it that was built to take it from the two-lane as built originally to the five-lane. Chairman Schofield stated that with the current savings on the project of about \$50 million and the fact that the proposed alternate was well within the scope of the project description included in the original Capital Project Sales Tax, it would be appropriate to add this alternate. Councilman Culberson made a motion to include the original section from Freedom Boulevard to Palmetto Street/76. Councilman Poston seconded the motion, which was approved unanimously. Councilman Caudle asked if the SCDOT already had right-of-ways so that process would not be necessary. Ms. Shepherd confirmed that SCDOT currently had the right-of-ways necessary for the project. Council unanimously approved the scope of the work for Alligator Road as amended.

APPROVAL OF PROPOSED SCOPE OF WORK – US 378 WIDENING PROJECT

Ms. Shepherd provided information on the Scope Enhancement for the US 378 Widening Project/Sections 1 & 2. The Enhancement included the construction of a boat ramp at Lynches River Bridge Crossing. Councilman Springs made a motion Council approve the proposed Scope Enhancement. Councilman Caudle seconded the motion, which was approved unanimously.

APPROVAL OF PROPOSED SCOPE OF WORK – US 76 WIDENING PROJECT

Ms. Shepherd provided information on the proposed Scope Extension for the US 76 Widening Project. Councilman Kirby made a motion Council approve the Scope Extension. Councilman Mumford seconded the motion, which was approved unanimously.

EASEMENT TO SOUTH CAROLINA ELECTRIC & GAS

Councilman Caudle made a motion Council Authorize The County Administrator To Execute An Easement To South Carolina Electric & Gas (SCE&G) To Install A Gas Line Along The Perimeter Of TMP#80016-06-005, Lake City DHEC Building, Lake City, SC, Pending Definitive Location And County Attorney Approval. Councilman Springs seconded the motion, which was approved unanimously.

PROCUREMENT

REQUEST FOR PROPOSAL (RFP) AWARD

Councilman Caudle made a motion Council approve Award Of Guaranteed Energy Savings Services To Pepco Energy Services, Inc. Of Arlington, VA And Authorize The County Administrator To Initiate A Contract Pending County Attorney Review And Approval. Councilman Springs seconded the motion, which was approved unanimously.

REVIEW PANEL APPOINTMENT – RFQ #28-13/14

Chairman Schofield Appointed Councilman Springs To Serve On The Review Panel For RFQ #28-13/14 Architectural Design Services For The New Emergency Operations Center.

SOUTH LYNCHES FIRE DEPARTMENT/PROCUREMENT

PURCHASE OF FIRE PUMPER

Councilman Springs made a motion Council Authorize The Purchase Of One (1) Fire Pumper From Kovatch Mobile Equipment Corp. (KME) Using The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program For The South Lynches Fire Department In An Amount Not To Exceed \$437,473.00 (Including Vehicle Tax) As Funded In The Capital Project Sales Tax II. Councilman Mumford seconded the motion, which was approved unanimously.

MUSEUM

COLLECTION LEASE AND MANAGEMENT AGREEMENT

Councilman Caudle made a motion Council approve A Collection Lease And Management Agreement Between The Florence Museum And Florence County For All Objects, Artifacts, Paintings, Sculptures And Other Items Which Comprise The Current Collection Owned By The Museum Corporation As Outlined In The Agreement. Councilman Mumford seconded the motion, which was approved unanimously. Councilman Dorriety asked if there would be any cost incurred by the County. Chairman Schofield stated he thought it was \$1 per year for the lease of the collection. Mr. Smith stated the art collection would be insured at a value of \$10 million, which would cost approximately \$16,000 per year for insurance and would be funded through the Museum's budget.

MUTUAL AID AGREEMENT

Councilman Mumford made a motion Council approve A Cooperation And Mutual Aid Agreement Between the Florence Museum and Florence County. Chairman Schofield stated The Document Before Council Contained A Minor Revision To Section 16 And 17 To Clarify That The Responsibilities Of The Florence County Museum Board Were Not Changed By The Agreement. Councilman Culberson seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

WEST FLORENCE FIRE DISTRICT

Councilman Dorriety made a motion Council Approve The Expenditure Of Up To \$12,000 From Council Districts 3, 4, And 9 Infrastructure Funding Allocations (Approximately \$4,000 From Each District) To Purchase Res-Q-Jacks And Associated Equipment For The West Florence Fire District. Councilman Kirby seconded the motion, which was approved unanimously.

TOWN OF PAMPLICO

Councilman Poston made a motion Council Declare Vehicle #VS177, A 2008 Dodge Charger As Surplus; Authorize The Sale Of The Vehicle To The Town Of Pamplico In The Amount Of \$5,779; And, Approve The Expenditure Of \$2,889.50 From Council District 2 Infrastructure Funding Allocation To Assist With The Purchase (The Town Of Pamplico Will Pay \$2,889.50). Councilman Culberson seconded the motion, which was approved unanimously.

TOWN OF QUINBY

Councilman Mumford made a motion Council Declare Vehicle VS159, A 2008 Ford F-150 Pickup, VIN #FTRF12WO8KD60074 As Surplus; Authorize The Sale Of The Vehicle To The Town Of Quinby In The Amount Of \$5,041; And, Approve The Expenditure Of \$5,041 From Council Districts 3 And 7 Infrastructure Funding Allocations (\$2,520.50 From Each District) To Assist The Town With The Purchase. Councilman Poston seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

KARISMA ROAD

Councilman Caudle made a motion Council Approve The Expenditure Of Up To \$11,515 From Council District 5 RSMF Funding Allocation To Pay For Crushed Asphalt For Karisma Road. Councilman Kirby seconded the motion, which was approved unanimously.

MERCURY LANE

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$7,875 From Council District 6 RSMF Funding Allocation To Pay For Crushed Asphalt For Mercury Lane. Councilman Mumford seconded the motion, which was approved unanimously.

OAK HEI LANE

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$53,792 From Council District 7 RSMF Funding Allocation To Pay For The Reclamation With Cement, Resurfacing Type C Asphalt And Asphalt Curb For Oak Hei Lane. Councilman Caudle seconded the motion, which was approved unanimously.

UTILITY

TOWN OF SCRANTON

Councilman Springs made a motion Council Approve The Expenditure Of Up To \$38,000 From Council Districts 1, 2 And 5 Utility Funding Allocations (\$16,750 From Council District 1, \$6,500 From Council District 2, And \$14,750 From Council District 5) To Pay For Water Well Upgrades And Repairs For The Town Of Scranton. Councilman Dorriety seconded the motion, which was approved unanimously.

COUNCILMAN DORRIETY

Councilman Dorriety stated he would like to modify that all the budget items that were voted on today, at this point on second reading, he was in favor of the entire budget itself but where the fire services were. He was in favor of passing a budget so that it did not slow things down but he was not in favor of where the County was with the fire budget so he was voting against the fire budget but voting for the rest of the budget. Chairman Schofield stated he understood that Councilman Dorriety objected to the 20.5 mills in the budget and the removal of the \$28.50.

INACTIVE AGENDA:

RESOLUTION NO. 30-2012/13

Chairman Schofield stated Resolution No. 30-2012/13 (A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2013 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended) on the Inactive Agenda was handled today with Resolution No. 33-2013/14, so this Resolution was no longer needed. Council could table the item, vote to deny, or leave it on the Inactive Agenda until the time lapses September 19th. Councilman Kirby made a motion to table Resolution No. 30-2012/13. Councilman Springs seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 10:27 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

May 15, 2014

Resolution No. 33-2013/14

A Resolution In Support Of The Issuance By The South Carolina Jobs – Economic Development Authority Of Its Economic Development Refunding Revenue Bonds (FMU Student Housing, LLC – Francis Marion University Project) Series 2014 In One Or More Series And In An Aggregate Principal Amount Not To Exceed \$14,085,000 Pursuant To The Provisions Of Title 41, Chapter 43, Code Of Laws Of South Carolina 1976, As Amended.

	NAME	ADDRESS	PHONE NUMBER
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			

PUBLIC HEARING

May 15, 2014

ORDINANCE NO. 17-2013/14

An Ordinance Dissolving Pursuant To Section 4-9-30(5)(E) Of The Code Of Laws Of South Carolina, 1976, As Amended, The Sardis-Timmonsville Rural Fire Protection District, And Dissolving The Johnsonville Rural Fire District, The Howe Springs Fire District, The Hannah-Salem-Friendfield Fire District, The West Florence Rural Fire District, And The Windy Hill/Olanta Rural Fire District, All Incident To The Establishment Of The Florence County Fire Protection District As A Special Tax Fire District Under Article 19 Of Title 4 Of The Code Of Laws Of South Carolina, 1976, As Amended, Providing For The Conditions With Respect To Said Dissolution, And Other Matters Related Thereto..

	NAME	ADDRESS	PHONE NUMBER
1.	Richard Skipper	2500 ABBEY WAY	621-7775
2.		FL SC	
3.	MURRAY JORDAN	P.O. BOX 4184 29502	843-229-0379
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

PUBLIC HEARING

May 15, 2014

ORDINANCE NO. 18-2013/14

An Ordinance To Create And Establish The Florence County Fire Protection District In Florence County, South Carolina Pursuant To Title 4, Chapter 19 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Approve The Annual Levy And Collection Of Ad Valorem Taxes And The Imposition Of Rates And Charges For The Operation And Maintenance Thereof, To Authorize The Issuance Of General Obligation Bonds On Behalf Of The District From Time To Time, And Other Matters Relating Thereto.

	NAME	ADDRESS	PHONE NUMBER
1.	Kerry Tanne	Johnsonville	
2.	William Dillow	Howe Springs	
X 3.	TONI JAMES	W. FLORENCE	declined - stated she signed wrong sheet
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

WJB

PUBLIC HEARING

May 15, 2014

ORDINANCE NO. 22-2013/14

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 1920 Pamlico Hwy., Florence, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.

NAME	ADDRESS	PHONE NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

PUBLIC HEARING

May 15, 2014

ORDINANCE NO. 25-2013/14

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

	NAME	ADDRESS	PHONE NUMBER
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

PUBLIC HEARING

May 15, 2014

ORDINANCE NO. 26-2013/14

An Ordinance To Ratify FY14 Budget And Grant Council Actions Previously Authorized
By Council And Other Matters Related Thereto.

NAME	ADDRESS	PHONE NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

PUBLIC HEARING

May 15, 2014

ORDINANCE NO. 01-2014/15

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2014 And Ending June 30, 2015; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

NAME	ADDRESS	PHONE NUMBER
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

**US 378 Widening Project/Sections 1&2
Scope Enhancement**

Lynches River Boat Ramp-

- Includes construction of boat ramp along US 378 Sections 1&2, at Lynches River Bridge Crossing

Additional Scope Items- [Will require Construction Change Order]

- Access Road/Drainage Design/Plans Preparation
- Extensive Environmental Permitting Coordination
- Possible Utility Coordination
- Possible Right-of-way Acquisition
- Construction

Preliminary Cost Estimate-

A preliminary cost estimate is being prepared. Based on current projections, there is sufficient funding in the program budget to complete the additional scope items.

US 76 Widening Project Scope Extension

Alternate Truck Route-

- Extends approximately 0.1 miles (approx 500 feet) north along Foxworth Street, from US 76 to Main Street, consisting of upgraded two-lane shoulder section to tie into realigned three-lane section of Foxworth Street, at US 76 intersection with Honda Way
- Extends approximately 0.2 miles (approx 1000 feet) west along Main Street, from Foxworth Street to Brockington Street, consisting of an upgraded two-lane curb and gutter section
- Includes intersection upgrades at Foxworth/Brockington and Main Street, for truck turning movements

Additional Scope Items- [Will require Contract Modification with Engineering Design Consultant and Construction Change Order]

- Surveys
- Roadway/Drainage Design/Plans Preparation
- Utility Coordination
- Environmental Permitting Coordination
- Geotech/Pavement Design
- Right-of-way Acquisition
- Construction

Preliminary Cost Estimate-

A preliminary cost estimate is being prepared. Based on current projections, there is sufficient funding in the program budget to complete the additional scope items.

**US 301 Connector/Alligator Road Widening Project
Preliminary Scope**

Alternate 1-

- Extends approximately 7.5 miles east along Alligator Road, from US 76 to US 52, consisting of a five-lane shoulder section from US 76 to Twin Church Road, and a three-lane/five-lane curb and gutter section from Twin Church Road to US 52, with sidewalks on south side only along east/west approaches to Savannah Grove Road

Alternate 2-

- Extends approximately 1.0 mile south along Twin Church Road, from US 76 to Alligator Road, consisting of a five-lane shoulder section
- Extends approximately 5.3 miles east along Alligator Road, from Twin Church Road to US 52, consisting of a three-lane/five-lane curb and gutter section, with sidewalks on south side only along east/west approaches to Savannah Grove Road

Alternate 3-

- Extends approximately 1.0 mile south along Twin Church Road, from US 76 to Alligator Road, consisting of a five-lane shoulder section
- Extends approximately 7.5 miles east along Alligator Road, from US 76 to US 52, consisting of a five-lane shoulder section from US 76 to Twin Church Road, and a three-lane/five-lane curb and gutter section from Twin Church Road to US 52, with sidewalks on south side only along east/west approaches to Savannah Grove Road

Possible Companion Project-

- Extends approximately 6.2 miles northeast along US 301 Connector, from about midway between SC 51 and Jeffries Creek, past National Cemetery Road, all the way to US 76, consisting of a five-lane shoulder/curb and gutter section throughout (all right-of-way acquisition/associated preliminary engineering and environmental permitting has been completed for ultimate five-lane section)

Preliminary Cost Estimate-

A preliminary cost estimate is being prepared. The companion project would only be pursued if sufficient funding was available to complete the US 301 Connector/Alligator Road project.

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 29, 2014 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, MAY 29, 2014, 8:00 A.M., COUNCIL CHAMBERS ROOM 803, COUNTY COMPLEX, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:

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

ALSO PRESENT:

Samuel K. Brockington, Fire/Rescue Services Coordinator
Gavin Jackson, Morning News
Ken Baker, WMBF News

A notice of the Special Called meeting of the Florence County Council appeared in the May 28, 2014 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda were provided to members of the media, members of the public requesting copies, 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 Kirby provided the invocation and Vice Chairman Mumford led the Pledge of Allegiance to the American Flag. Chairman Schofield welcomed everyone attending the meeting.

EXECUTIVE SESSION:

Councilman Culberson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, to Receive Legal Advice in Regards to the Passage of H5225 by the Senate. Councilman Poston seconded the motion, which was approved unanimously.

Council entered executive session at 8:02 a.m. Council reconvened at 10:08 a.m.

Chairman Schofield announced that Council would hold another meeting on June 12th at 7:00 a.m.

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

COUNCIL MEETING ADJOURNED AT 10:08 A.M.

**MITCHELL KIRBY
SECRETARY-CHAPLAIN**

**CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL**

DRAFT

FLORENCE COUNTY COUNCIL

June 19, 2014

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

A. ORDINANCE NO. 28-2013/14

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project R [Ruiz Food Products, Inc. and RF4 Holding Co., LLC, the "Company"], Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project R [the Company], And Providing For Payment By Project R [the Company], Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

B. ORDINANCE NO. 29-2013/14

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

C. LEASE AGREEMENT

Execution Of A Lease Agreement Between Florence County And Access Community Rehabilitative Health Services For Property Owned By Florence County And Located At 124 Epps Street, Lake City, South Carolina, Designated As Tax Map Parcel Number 80008-12-008.

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Resolution of Appreciation and Recognition
Lester P. Branham, Jr.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Appreciation And Recognition For The Honorable Lester P. Branham, South Carolina House of Representatives For His Commendable Service.

OPTIONS:

1. *(Recommended)* Approve the Proposed Resolution and present to Mr. Branham.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

RESOLUTION OF APPRECIATION
AND RECOGNITION

WHEREAS, Florence County Council seeks to recognize individuals who ardently and persistently serve the citizens of Florence County; and,

WHEREAS, **Lester P. Branham, Jr.** has earned the respect and appreciation of members of the business and private sector for his commendable community service; and,

WHEREAS, Mr. Branham is a Graduate of Wake Forest University and the Southern Baptist Theological Seminary; his testimony of faith is evident in his stewardship as a Pastor for 43 years, having served fervently as Pastor of Lake City First Baptist Church for 25 years before retiring as a full-time Pastor but continues his impassioned service for the Lord as an Interim Pastor for those churches in need of a Shepherd; and,

WHEREAS, Mr. Branham has served the residents of his community in such esteemed offices as S. C. House of Representatives, Chairman of the Board for Palmetto Health Alliance for 20 years, Furman University Board of Directors, Chairman of the South Carolina Baptist Convention Executive Committee, and Florence School District 3 Board of Directors; and,

WHEREAS, Mr. Branham is an exceptional role model as a husband, having been married to Dorothy Hayes Branham for nearly 58 years, and the model father of two children, Brant and Maria and grandfather of four; and,

WHEREAS, Florence County Council fully realizes the standard of excellence set by Mr. Branham in his continued service to the public and wishes to publicly acknowledge his meritorious achievements.

NOW THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that **LESTER P. BRANHAM, JR.** richly deserves both Council's recognition and appreciation for his many contributions and years of dedicated service to the citizenry of Florence County. Thank you for being a friend to Florence County and its citizenry!

DONE in meeting duly assembled this 19th day of June 2014.

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

Jason M. Springs, Council District 1

K. G. Rusty Smith, Jr.
County Administrator

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Resolution of Appreciation and Recognition
Patricia Singleton Parr

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Appreciation And Recognition For Patricia Singleton Parr For Her Commendable Service And A Job Well Done.

OPTIONS:

1. *(Recommended)* Approve the Proposed Resolution and present to Mrs. Parr.
2. Provide an alternate directive.

ATTACHMENTS:

1. A copy of proposed Resolution.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

**RESOLUTION OF APPRECIATION
AND RECOGNITION**

WHEREAS, it is the desire of the Florence County Council to recognize those exceptional individuals who loyally and effectively serve the citizens of Florence County; and

WHEREAS, the Florence County Council acknowledges that **Patricia Singleton Parr** has diligently served the citizens of Florence County in the capacity of Assistant Solicitor since June 9, 1994; and

WHEREAS, Mrs. Parr is a 1981 graduate from Columbia College, received her Juris Doctor from University of South Carolina School in 1984, is a member of the S.C. Bar, the Florence County Bar, S.C. Women's Bar Association, is certified to practice in the U.S. District and Court of Appeals and U.S. Supreme Court, served as Florence City Attorney, and as an Attorney with S.C. Department of Social Services; and

WHEREAS, she disposed of 13,793 warrants in her career with 7,560 guilty pleas and 79 trials resulting in a guilty verdict, with most of Mrs. Parr's cases involving Criminal Sexual Conduct and crimes against children, one conviction resulted in the defendant receiving a 425 year sentence for sexually assaulting his daughters; and

WHEREAS, Mrs. Parr has served as former President and Board of Director of the Pee Dee Coalition Against Domestic and Sexual Assault, United Way of Florence, Florence Area Arts Council, the S.C. United Methodist Church Conference Council of Ministries and the Florence County Multidisciplinary Team; and

WHEREAS, the Florence County Council wishes to commend Mrs. Parr for her commendable service to the citizens of Florence County.

NOW, THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that **Patricia Singleton Parr**, be presented this Resolution of Appreciation and Recognition in honor of her meritorious service and a job well done.

DONE in meeting duly assembled this 19th day of June, 2014.

THE FLORENCE COUNTY COUNCIL:

James T. Schofield, Chairman

ATTEST:

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Resolution No. 38-2013/14

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

(A Resolution To Approve A Multi-Jurisdictional Agreement With The Timmons ville Police Department Requested By The Florence County Sheriff's Office And Authorizing The County Administrator To Execute Said Agreement.)

POINTS TO CONSIDER:

1. Section 23-20-30, SC Code of Laws 1976, authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers.
2. Section 20-20-50, SC Code of Laws 1976, requires all such agreements be approved by the governing body of each jurisdiction.
3. Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.
4. Florence County Sheriff is requesting approval of a multi-jurisdictional agreement with the Timmons ville Police Department.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 38-2013/14.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Resolution No. 38-2013/14
2. Timmons ville Police Department Multi-Jurisdictional Agreement

Sponsor(s) : Sheriff's Office
Adopted: : June 19, 2014
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 38-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution To Approve A Multi-Jurisdictional Agreement With The Timmons ville Police Department Requested By The Florence County Sheriff's Office And Authorizing The County Administrator To Execute Said Agreement.)

WHEREAS:

1. South Carolina Code 23-20-30 authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers; and
2. South Carolina Code 23-20-50 requires all such agreements to be approved by the governing body of each jurisdiction; and
3. The Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.

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

Council Approves A Multi-Jurisdictional Agreement With The Timmons ville Police Department And Authorizes The County Administrator To Execute Said Agreements.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)
_____)

**Multi-Jurisdictional
Agreement**

This agreement is made and entered into this 2nd day of June, 2014 by and between **Florence County Sheriff's Office** and the **Timmonsville Police Department**.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in criminal patrol investigations by the temporary assignment of officers, deputies, and agents between jurisdictions to the fullest extent as is allowed by law;

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

WHEREAS, South Carolina Code Ann. § 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, **Florence County Sheriff's Office** and **Timmonsville Police Department** are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

NOW THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that each law enforcement agency parties shall assign, on a temporary basis, officers, deputies, and/or agents to assist the other jurisdiction in criminal patrol and interdiction efforts.

2. TERM AND RENEWAL

This agreement and subsequent amendments are effective as to each party at the date and time of signing and will automatically renew each year on the anniversary date and continue year to year and term to term unless a party exercises its right to terminate as further described in the original agreement.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers, deputies, and agents assigned under this agreement and so transferred shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer, deputy, or agent of the other party.

However, local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the sending jurisdiction.

4. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

5. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

6. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or the municipality where they are permanently employed, with the sending county or municipality being compensated for their services by the county or municipality to which they are transferred as further setout herein. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the ancillary benefits of increased investigation and prosecution of crimes related to criminal patrol efforts in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

9. TERMINATION AND RIGHT TO RESCIND

The agreement may be terminated at the discretion of the chief law enforcement officer by providing written notice to the other party. Any such rescission or termination will become effective upon receipt by the other parties.

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. OFFICERS ASSIGNED AND AUTHORITY

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is in no way intended to limit an officer acting in his original jurisdiction.

12. ASSET FORFEITURE

The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor and/or United States Attorney based upon the facts of the individual seizure.

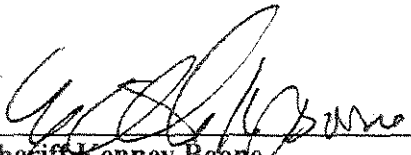
13. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

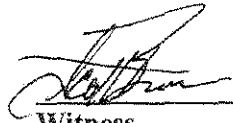
14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

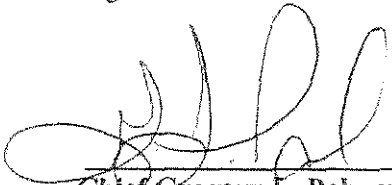
I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.



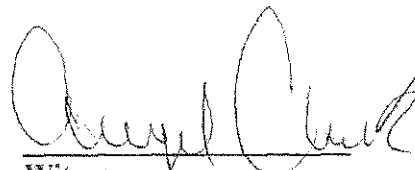
Sheriff Kenney Boone
Florence County Sheriff's Office



Witness



Chief Gregory L. Palmer
Timmons ville Police Department



Witness

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 19, 2014

AGENDA ITEM: Ordinance No. 22-2013/14
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 1920 Pamplico Hwy., Florence, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.] *(Planning Commission approved 7-0; Council District 6)*

POINTS TO CONSIDER:

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

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 22-2013/14
2. Resolution for PC#2014-01
3. Staff report for PC#2014-01
4. Comprehensive Land Use Plan Map
5. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: March 25, 2014	Council Clerk, certify that this
Planning Commission Public Hearing	: March 25, 2014	Ordinance was advertised for
Planning Commission Action	: March 25, 2014 [Approved 7-0]	Public Hearing on _____.
First Reading/Introduction	: April 17, 2014	
Committee Referral	: N/A	
County Council Public Hearing	: May 15, 2014	
Second Reading	: May 15, 2014	
Third Reading	: June 19, 2015	
Effective Date	: Immediately	

ORDINANCE NO. 22-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Property In Florence County Located At 1920 Pamplico Hwy., Florence, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on March 25, 2014.

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

1. The Florence County Comprehensive Plan Land Use Map is hereby amended to change the designation for property in Florence County located at 1920 Pamplico Hwy., Florence, more specifically shown on Tax Map Number 90134, Block 02, Parcel 007, from Residential Preservation to Commercial Growth and Preservation. The parcel consists of approximately .43 acres.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

RESOLUTION FOR PC#2014-01
FLORENCE COUNTY PLANNING COMMISSION
MARCH 25, 2014

[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designation For Property In Florence County Located In Florence On Pamplico Highway, More Specifically Shown On Tax Map Number 90134, Block 02, Parcel 007, From Residential Preservation To Commercial Growth And Preservation As Referenced On The Agenda Map.]

WHEREAS:

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

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

1. A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the Florence County Comprehensive Plan Map Land Use Designation for property in Florence County located in Florence on Pamplico Highway. Shown on Florence County Tax Map No. 90134, Block 02, Parcel 007 from Residential Preservation to Commercial Growth and Preservation as referenced on the agenda map.

ATTEST:

Angela C. Thomas
Angela C. Thomas, Secretary III

SIGNED:

David Hobbs
David Hobbs, Chairman

COMMISSION VOTE: 7-0

OPPOSED: None

ABSENT: C. Floyd
B. Lockhart
J. Tanner

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
MARCH 25, 2014
PC#2014-01**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designation for property in Florence County located in Florence, SC from Residential Preservation to Commercial Growth and Preservation.

Location: 1920 Pamplico Hwy

Tax Map Numbers 90134, Block 02, Parcel 007

Council District(s): 6; County Council

Applicant: Norma Jean Watford

Land Area: 1 parcel, approximately .43 acres

Staff Analysis:

The property is currently designated as Residential Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designation to Commercial Growth and Preservation.

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

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Commercial Growth and Preservation. Commercial Growth and Preservation protects and sustains existing commercial areas, including property values and amenities, and provides areas along important corridors or at key community points that are expected to have increasing economic significance.

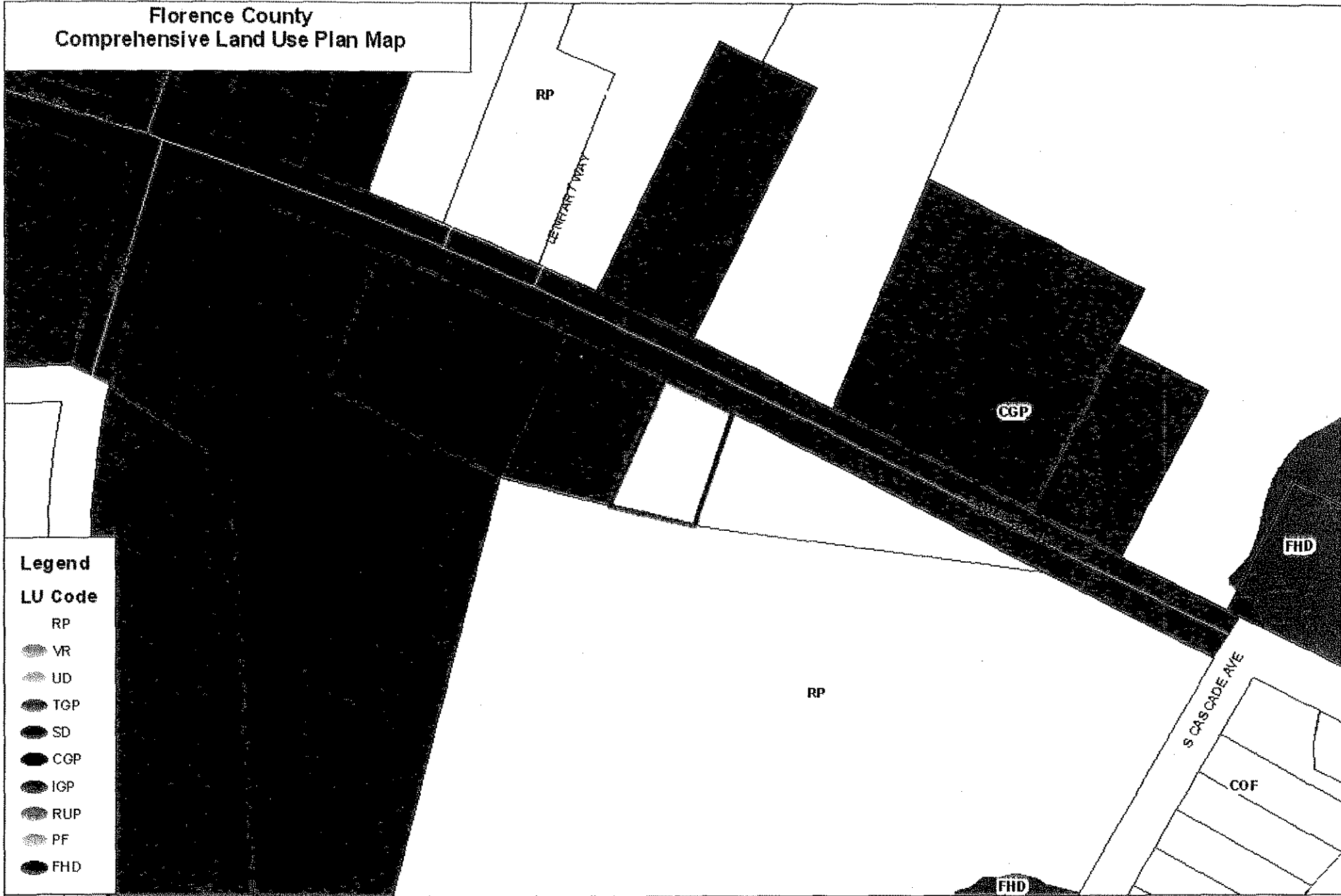
Florence County Planning Commission Action: March 25, 2014:

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

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to the Florence County Council for a Commercial Growth and Preservation land use designation to sustain existing commercial areas, including property values and amenities, and provide areas along important corridors or at key community points that are expected to have increasing economic significance.

Florence County Comprehensive Land Use Plan Map



Legend

LU Code

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

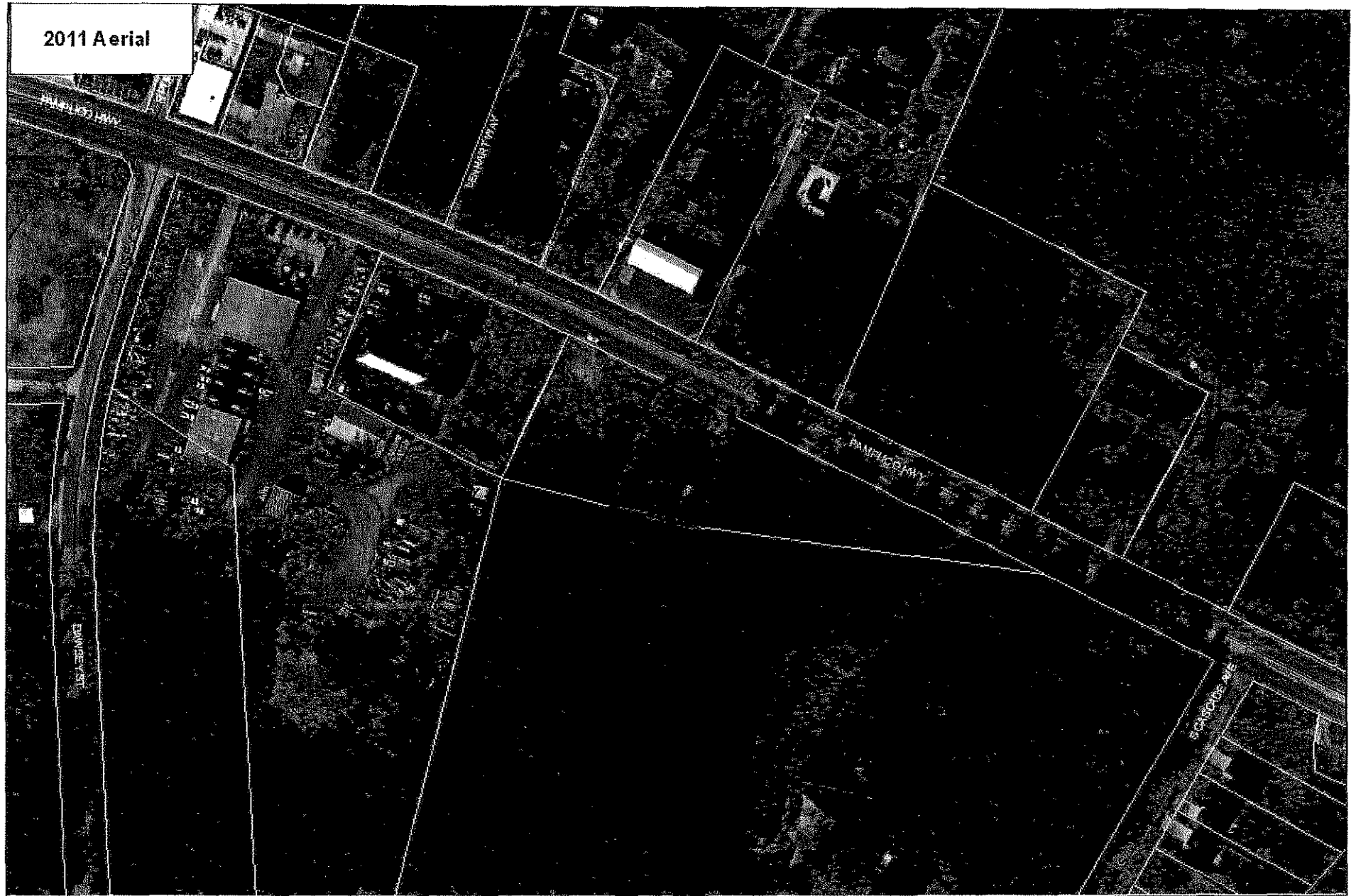
0 80 160 320 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2013-12-19



Council District(s): 6
PC#2014-01

2011 Aerial



0 90 180 360 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2013-12-19



Council District(s): 6
PC#2014-01

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 19, 2014

AGENDA ITEM: Ordinance No. 23-2013/14
Third Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Norma Jean Watford Located At 1920 Pamplico Hwy., Florence, As Shown On Florence County Tax Map No. 90134, Block 02, Parcel 007; Consisting Of Approx. 0.43 Acres From R-1, Single Family Residential District To B-3, General Commercial District; And Other Matters Related Thereto.]

(Planning Commission approved 7 to 0; Council District 6)

POINTS TO CONSIDER:

1. The subject property is currently zoned R-1, Single- Family Residential District.
2. Surrounding land uses consist of Vacant Land and Single-Family Residential District and B-3, General Commercial District.
3. The Comprehensive Plan currently designates the subject property is Residential Preservation. However, staff is moving forward with the request to amend the current land use designation to Commercial Growth and Preservation to comply with the Comprehensive Plan Land Use Map.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 23-2013/14
2. Staff report for PC#2014-02
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: March 25, 2014	Council Clerk, certify that
Planning Commission Public Hearing	: March 25, 2014	this Ordinance was
Planning Commission Action	: March 25, 2014 [Approved: 7 to 0]	advertised for Public
First Reading/Introduction	: April 17, 2014	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	: May 15, 2014	
Third Reading	: June 19, 2014	
Effective Date	: Immediately	

ORDINANCE NO. 23-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Norma Jean Watford Located At 1920 Pamplico Hwy., Florence, As Shown On Florence County Tax Map No. 90134, Block 02, Parcel 007; Consisting Of Approx. 0.43 Acres From R-1, Single Family Residential District, To B-3, General Commercial District; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on March 25, 2014.

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

1. Property located at 1920 Pamplico Hwy., Florence, bearing Tax Map 90134, Block 02, Parcel 007 is hereby rezoned to B-3 General Commercial District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, March 25, 2014
PC#2014-02
ORDINANCE NO. 23-2013/14**

SUBJECT: Rezoning request from R-1, Single-Family Residential District to B-3, General Commercial District

LOCATION: Property is located at 1920 Pamplico Hwy, Florence SC

TAX MAP NUMBER: 90134, Block 02, Parcel 007

COUNCIL DISTRICT(S): 6; County Council

OWNER OF RECORD: Norma Jean Watford

APPLICANT: Norma Jean Watford

LAND AREA: 0.43 Acres

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

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

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

STAFF ANALYSIS:

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

4. Transportation Access and Circulation:

Present access to the property is by way of Pamplico Hwy.

5. Traffic Review:

The rezoning of this property will not have an effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

Currently, the subject property is located in a Residential Preservation area according to the Comprehensive Plan Land Use Map.

The applicant has requested to rezone the property from R-1 to B-3.

The request for the zoning amendment to B-3 does not presently comply with the Land Use Element's designation for the subject property.

However, staff is moving forward with the request to amend the current land use designation to Commercial Growth and Preservation to comply with the Comprehensive Plan Land Use Map as the designation would coordinate with the existing land uses surrounding the area.

When the amendment is approved for the land use designation change, the zoning amendment of the subject property from R-1 to B-3 will be in compliance.

7. Chapter 30-Zoning Ordinance:

The intent of the B-3, General Commercial District: The intent of this district is to provide for the development and maintenance of commercial and business uses strategically located to serve the community and larger region in which it holds a central position.

STAFF RECOMMENDATION:

Approve as submitted.

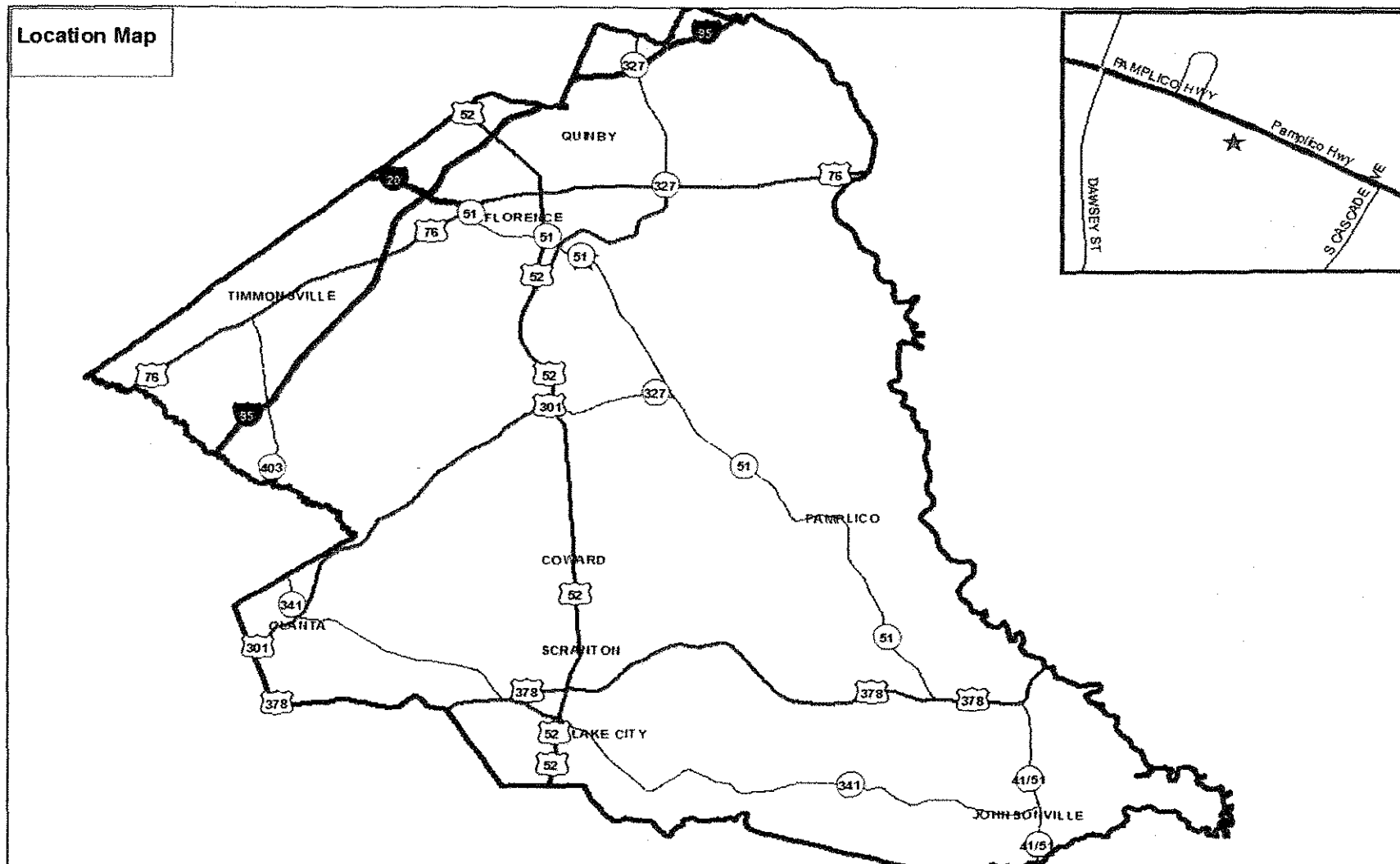
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, MARCH 25, 2014:

The seven Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Planning commission members recommend approval of the zoning amendment request to Florence County Council based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

Location Map



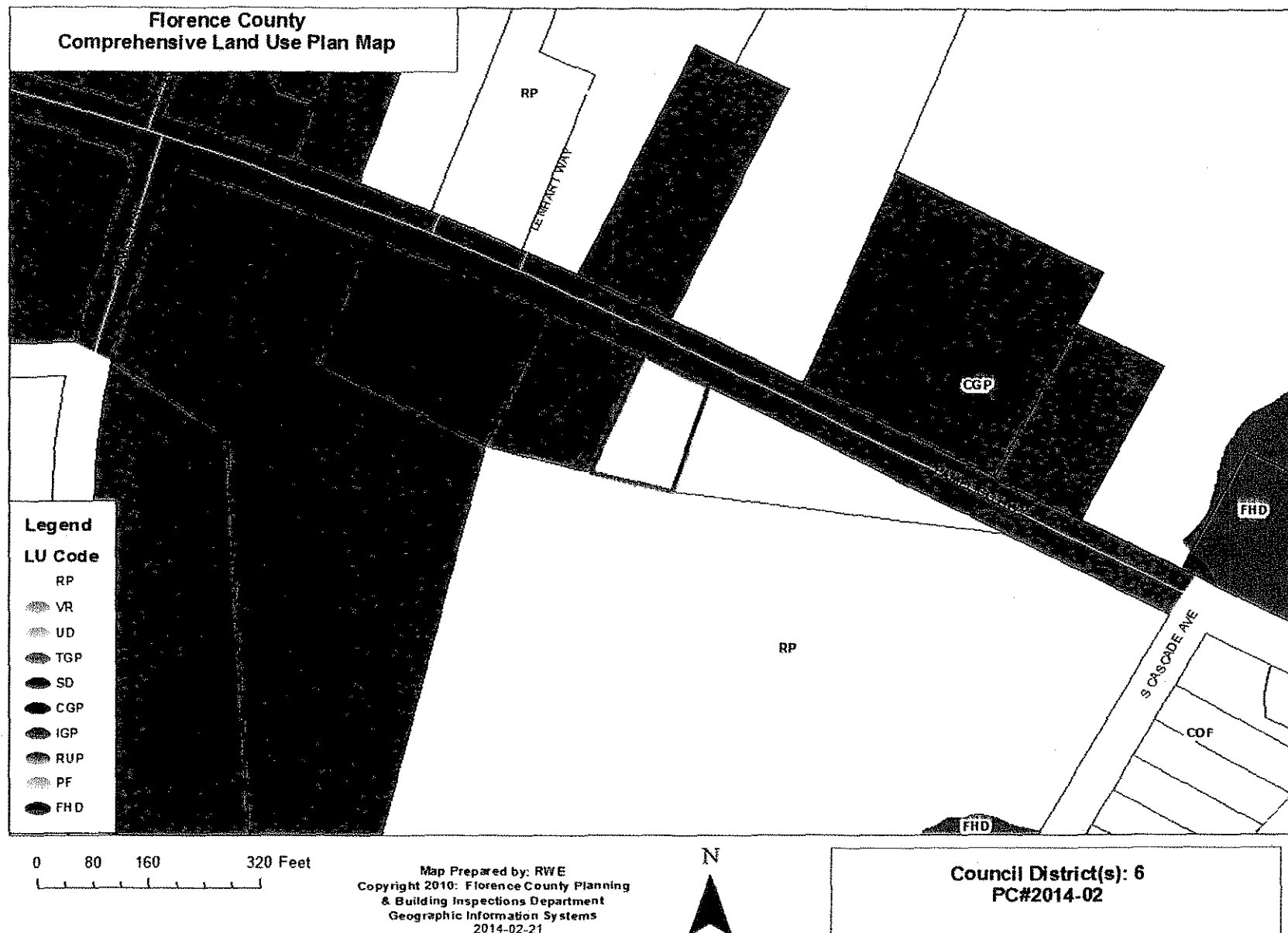
0 1.5 3 4.5 6 Miles

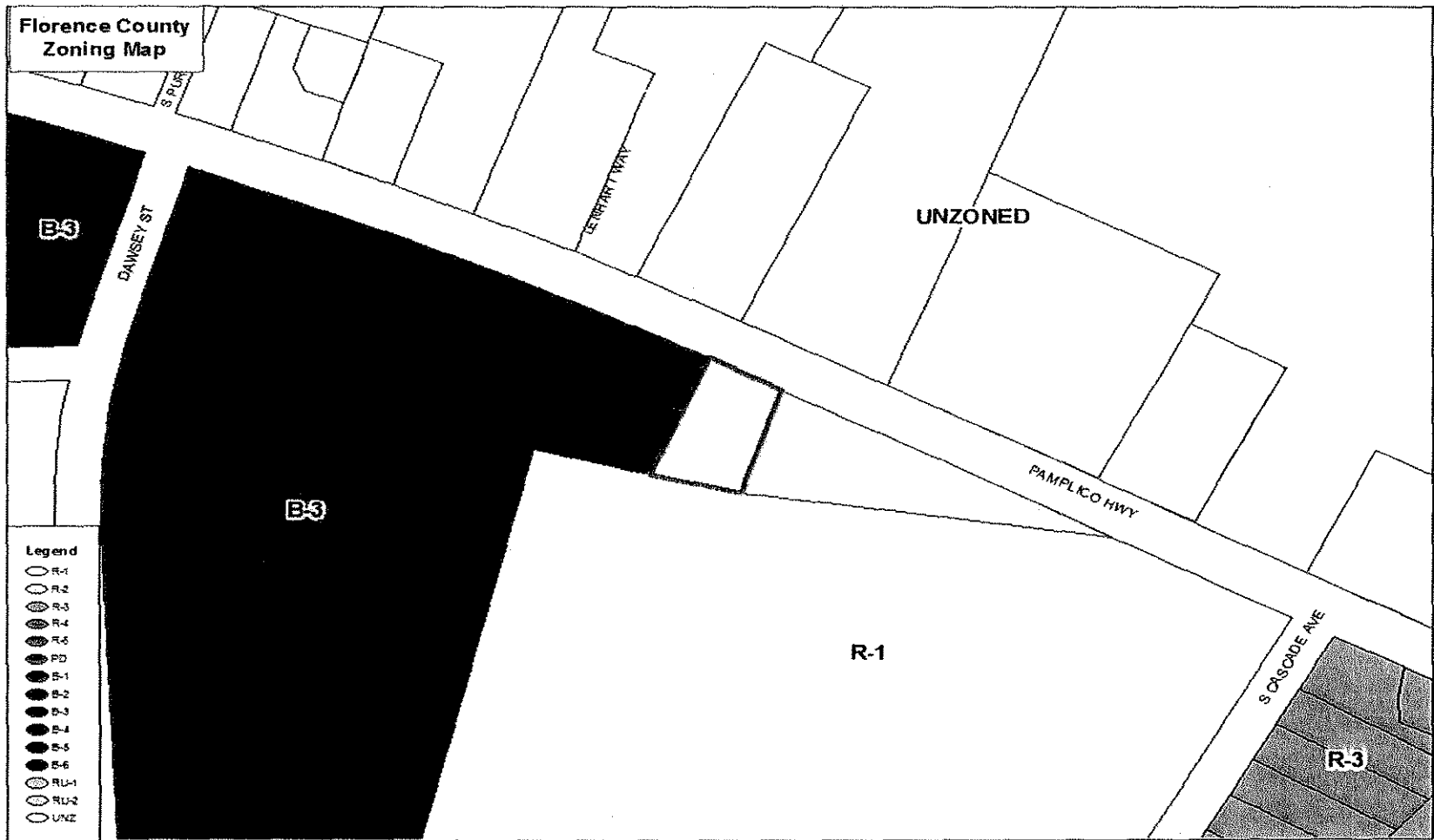


Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2014-02-21



Council District(s): 6
PC#2014-02





0 90 180 360 Feet

Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 2014-02-21



Council District(s): 6
PC#2014-02



2011 Aerial

0 90 180 360 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
2014-02-21



Council District(s): 6
PC#2014-02

FLORENCE COUNTY COUNCIL

June 19, 2014

AGENDA ITEM: Ordinance No. 25-2013/14 – Third Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 25-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 25-2013/14

Sponsor(s) : County Council
Introduction : April 14, 2014
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
Public Hearing : May 15, 2014
Second Reading : May 15, 2014
Third Reading : June 19, 2014
Effective Date : June 19, 2014

I, _____,
Council Clerk, certify that the
ad for a Public Hearing on this
Ordinance ran on: _____.

ORDINANCE NO. 25-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Authorize The County Administrator To Negotiate The Best And Highest Price For The Sale Of Certain Real Property And/Or Granting Of A Right-Of-Way For Real Property Owned By Florence County To The South Carolina Department Of Transportation As It Relates To The Capital Project Sales Tax I Road Projects; And Other Matters Related Thereto.]

WHEREAS:

1. The South Carolina Department of Transportation is constructing various road projects in Florence County; and
2. The County of Florence owns fee simple title to various tracts of land adjacent to said road projects and the South Carolina Department of Transportation requires a portion of the real property owned by Florence County to complete the construction of the road projects; and
3. S.C. Code Ann. §4-9-130, as amended, requires that any sale or lease or contract to sell or lease real property owned by the County be approved by a public hearing and adoption of an Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of Florence County, the Florence County Council in a meeting duly assembled that:

Section 1. Florence County owns the following parcels of real property located within the South Carolina Department of Transportation Highway 51 Project Corridor:

TMS 00211-01-013
TMS 00211-01-004
TMS 00377-02-061

Section 2. Florence County owns the following parcels of real property located within the South Carolina Department of Transportation Highway 76 Project Corridor:

TMS 70007-13-007
TMS 70013-08-003
TMS 90002-01-032
TMS 90002-01-033

Section 3. The Florence County Administrator is authorized to negotiate the highest and best price for the parcels of land described in sections 1 and 2 with the South Carolina Department of Transportation and to execute the appropriate legal documents to convey title and/or right-of-way to the South Carolina Department of Transportation for the amount of land necessary to complete the described road projects.

Section 4. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Third Reading of Ordinance No. 26-2013/14

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Ratify FY14 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. There have been grants received during the year that need to be formally appropriated by Council.
2. Additional funds from the State of South Carolina for library book and other materials purchases required an additional appropriation of \$71,106 above the original FY14 budget.
3. Contracts and related purchase orders in various stages of completion at the end of FY13 and incomplete as of June 30, 2013 in the amount of \$762,962 require the unexpended balances of the purchase orders to be added to General Fund fund balance.
4. Funds in the amount of \$5,166 were received during the fiscal year from the recycling of impounded vehicles and these funds are being used for various improvements at the Law Enforcement Center.
5. At its regular meeting on October 22, 2013, Florence County Council approved an increase in the amount of \$85,000 for funding for the Hannah/Salem/Friendfield Fire District, to be funded from the General Fund budget transfer to the Council District Infrastructure Allocation Fund.
6. At its regular meeting on March 20, 2014, Florence County Council approved the addition of four new Corrections Officers and one new Reception Clerk, to be funded by the increase in municipal inmate per diem rates, Effective March 29, 2014. The necessary funding for the remainder of the FY2013/14 fiscal year totals \$47,513.

FUNDING FACTORS:

1. County Council has previously accepted the various grant agreements. This Ordinance approves the formal appropriation for the related grant expenditures.
2. The appropriation to the Florence County Library System in the amount of \$71,106 is being funded from a reimbursement from the State of South Carolina.
3. The allocation for contracts and related purchase orders in various stages of completion at the end of FY13 and incomplete as of June 30, 2013 in the amount of \$762,962 is being funded from General Fund fund balance, since savings in this amount was realized in FY13.
4. The additional funding for the various improvements at the Law Enforcement Center in the amount of \$5,166 is being funded from the recycling of impounded vehicles.
5. The additional funding for the Hannah/Salem/Friendfield Fire District in the amount of \$85,000 is being funded from the General Fund budgeted transfer to the Council District Infrastructure Allocation Fund.
6. The additional funding for the four new Corrections Officers and the one new Reception Clerk in the amount of \$47,513 is being funded from the increase in the municipal inmate per diem rate.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance #26-2013/2014.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance #26-2013/2014

Sponsor(s) : County Council
 Introduction : April 17, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 15, 2014
 Second Reading : May 15, 2014
 Third Reading : June 19, 2014
 Effective Date : June 19, 2014

I, _____,
 Council Clerk, certify that the
 ad for a Public Hearing on this
 Ordinance ran on: _____.

ORDINANCE NO. 26-2013/2014

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Ratify FY14 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.]

WHEREAS:

1. The previous adoption of various resolutions by County Council requires supplemental appropriations for unanticipated revenues received after the adoption of the budget; and
2. As a result of these resolutions, the County Council will adopt a final budget amendment ordinance ratifying budget resolutions authorized by Council during the fiscal year, as well as grants, any other supplemental appropriation actions, and other non-recurring allocations in accordance with the 1976 South Carolina Code of Laws, as amended.

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

1. The Florence County Council hereby amends the FY14 budgetary appropriations and directs the allocation of the receipt of nonrecurring revenue as detailed hereinafter, and authorizes and directs the Florence County Administrator to make the following changes to the FY14 appropriated budgets:

a. GENERAL FUND (FUND #10)

- 1) Based on the provision of additional revenue from the State of South Carolina for library books and other materials, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-341-335-120-0000	\$ 71,106
Expenditures	10-471-455-000-6800	\$ 71,106

- 2) Contracts and related purchase orders in various stages of completion at the end of FY13 and incomplete as of June 30, 2013 require the unexpended balances of the purchase orders to be added to General Fund fund balance. These unexpended balances are in need of being carried over into FY14. Based on various FY13 uncompleted contracts and purchase orders being carried over into FY14, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

Revenue	10-399-999-999-9500	\$762,962
Expenditures	10-411-407-100-9100	\$ 23,795
	10-411-411-000-1100	\$ 1,671
	10-411-419-000-1206	\$ 68,324
	10-411-420-000-8600	\$ 18,257

10-411-427-000-1200	\$ 12,251
10-411-427-000-9500	\$441,387
10-411-427-000-9512	\$ 44,746
10-421-421-000-4707	\$ 5,882
10-421-421-200-4900	\$ 7,440
10-421-421-200-9200	\$ 95,109
10-421-421-200-9500	\$ 16,100
10-471-451-200-8600	\$ 28,000

- 3) Based on funds received from the recycling of impounded cars in the amount of \$5,166, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-371-370-100-0000	\$ 5,166
Expenditures	10-421-421-110-8600	\$ 5,166

- 4) Based on the need to provide additional operational funding for the Hannah/Salem/Friendfield Fire District, Florence County Council, at its October 22, 2013 regular meeting, approved an increase in the amount of \$85,000 to the Hannah/Salem/Friendfield Fire District, to be funded from the General Fund budgeted transfer to the Council District Infrastructure Allocation Fund. Therefore, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-511-391-005-0000	\$ 85,000
Expenditures	10-451-424-400-9294	\$ 85,000

- 5) Based on County Council action at its March 20, 2014 regular meeting to add four new Corrections Officers and one new Reception Clerk, to be funded by the increase in municipal inmate per diem rates, Florence County Council hereby directs that these five positions be added to the Florence County Compensation and Classification Plan and that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-351-342-101-0000	\$ 47,513
Expenditures	10-421-421-200-0100	\$ 47,513

b. GRANT FUND (FUND #141)

The FY14 Budget is hereby amended to increase revenue and expenditures for various grants awarded during the fiscal year. The grants, grant numbers, and amounts are as follows:

School Dist #1 SRO	4201	\$ 270,400
School Dist #2 SRO	4201	\$ 54,080
School Dist #3 SRO	4201	\$ 108,160
School Dist #5 SRO	4201	\$ 54,080
Used Oil contract	4222	\$ 12,761
Public Defender	4248	\$ 71,401
DUI Prosecutor	4253	\$ 68,544
SCEMD	4271	\$ 792
DSS Incentives	4277	\$ 384,790
DSS Unit Cost	4278	\$ 317,758
Monster	4286	\$ 400,000

Heinz	4291	\$ 950,000
CDV – Solicitor	4294	\$ 112,881
Duke Energy – site certification	4335	\$ 10,000
Records Improvement – Clerk of Court	4392	\$ 2,000
SLED – 12EMPG01	4397	\$ 24,000
Solicitor’s Juvenile Arbitrator	4399	\$ 84,579
Solicitor’s Salary Supplement	4400	\$ 254,888
Solicitor’s Pre-trial Intervention	4401	\$ 222,728
Juvenile Drug Court	4402	\$ 122,124
Lake City Park	4408	\$3,258,279
Library Lottery Funds	4429	\$ 46,070
LRCP – First Saturday	4430	\$ 1,569
Sheriff – Prison Ministry	4431	\$ 330
Johnsonville Library	4432	\$ 25
SCCED – Wellman	4438	\$ 500,000
SCCED – Angus-Palm	4439	\$ 500,000
Pee Dee Ready Mix, Inc. – turn lane	4440	\$ 103,250
CDBG – Timmons ville Water System	4441	\$ 792,004
SCCED – Caliber Funding	4442	\$ 250,000
SCDHEC – Solid Waste	4443	\$ 19,313
SCDHEC – Used Oil	4444	\$ 6,538
SCDHEC – Waste Tire	4445	\$ 18,780
SCDOT – Black Creek Road	4446	\$ 184,800
USDOJ – JAG Grant	4448	\$ 22,738
SCCMD – EMP Grant	4449	\$ 124,814
Circle Park	4450	\$ 6,000
SCDHEC – GIA Grant	4451	\$ 14,568
Sheriff – CSE-DSS	4452	\$ 29,469
SCDPS – LEN Grant	4453	\$ 28,000
SLED – EMD Grant	4454	\$ 40,000
Museum gifts	4455	\$ 25
SCSL – Latino Children’s Conference	4456	\$ 625
SCSL – Summer Reading	4457	\$ 1,000
Recreation – Lake City Park	4458	\$ 40,000
SCCED – McCall Farms	4459	\$1,000,000
Duke Energy – McCall Farms	4459	\$ 100,000
PDE RDA 2014	4460	\$ 400,000
SCPRT – TAG Grant	4461	\$ 90,000
SCDOT – PCN 42570 – CTC	4463	\$ 1,425
SCPRT – Tourism	4464	\$ 200,000

2. This Ordinance includes the ratification of all grant and budget related resolutions and actions previously approved by Florence County Council for the fiscal year ending 06/30/14.
3. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

James T. Schofield, Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL

June 19, 2014

AGENDA ITEM: Ordinance No. 28-2013/14 – Third Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Ruiz Food Products, Inc. And RG4 Holding Co., LLC, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Ruiz Food Products, Inc. And RG4 Holding Co., LLC And Providing For Payment By Ruiz Food Products, Inc. And RG4 Holding Co., LLC Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Or Infrastructure Improvement Credits; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 28-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 28-2013/14

Sponsor(s) : Economic Development
 First Reading : April 17, 2014
 Committee Referral :
 Committee Consideration Date :
 Committee Recommendation :
 Second Reading : May 15, 2014
 Public Hearing : June 19, 2014
 Third Reading : June 19, 2014
 Effective Date : Immediately

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

ORDINANCE NO. 28-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN FLORENCE COUNTY AND RUIZ FOOD PRODUCTS, INC. AND RG4 HOLDING CO., LLC, WHEREBY FLORENCE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH RUIZ FOOD PRODUCTS, INC. AND RG4 HOLDING CO., LLC AND PROVIDING FOR PAYMENT BY RUIZ FOOD PRODUCTS, INC. AND RG4 HOLDING CO., LLC OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE OR INFRASTRUCTURE IMPROVEMENT CREDITS; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.]

WHEREAS:

1. Florence County, South Carolina (the "County") would like to enter into a Fee-in-Lieu of Tax Agreement with Ruiz Food Products, Inc. and RG4 Holding Col, LLC, as the company has expressed its intent to the County to make a capital investment in Florence County and hire full time employees in Florence County, i.e., the project;
2. As a result of the company's desire to undergo the project, the company has asked the County to enter into a Fee-in-Lieu of Tax Agreement by and between the County and Ruiz Food Products, Inc. and RG4 Holding Co., LLC dated as of _____ in order to encompass the terms of the project;
3. The County, acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payments-in-lieu of taxes ("Negotiated FILOT Payments") for a project qualifying under the FILOT Act; and

4. The County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, the "Special Source Act") (collectively, the "the MCIP Act") to provide for payments-in-lieu of taxes ("PILOT Payments") with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their PILOT Payments (including Negotiated FILOT Payments) to reimburse such investors for expenditures for infrastructure serving Florence County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Florence County ("Infrastructure Improvements"); and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors and facilitate the grant of special source or infrastructure improvement credits; and
5. Ruiz Food Products, Inc. and RG4 Holding Co., LLC (referred to herein together as the "Company"), proposes to develop a manufacturing facility in Florence County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the "Negotiated FILOT Project") which the Company has represented will consist of a capital investment of approximately \$35,000,000.00 and creating employment for approximately 350 new, full time employees; and
6. The FILOT Project is located entirely within Florence County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and
7. The County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Negotiated FILOT Project (the "Incentives"); and
8. It is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives;

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council's investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Commerce and the South Carolina Department of Revenue, as required, County Council hereby find that:

(a) the Negotiated FILOT Project continues to constitute a "project" as that term is defined in the FILOT Act;

(b) the Negotiated FILOT Project will continue to serve the purposes of the FILOT Act;

(c) The investment by the Company in the project is anticipated to be approximately \$35,000,000.00, to be invested within seven (7) years from the end of the property tax year in which the Company and the County execute the FILOT Agreement (as defined herein).

(d) the Negotiated FILOT Project will be located entirely within the County;

(e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;

(f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County nor a charge against its general credit or taxing power;

(g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;

(h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and

(i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Negotiated FILOT Project is designated as "economic development property" under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company which will provide Negotiated FILOT Payments to be made with respect to the Negotiated FILOT Project based upon a 6% assessment ratio and a millage of rate of 332.6 mills, all as more fully set forth in the Fee-in-Lieu of Tax Agreement by and between the County and the Company (the "FILOT Agreement").

Section 4. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits ("SSRCs") under the Special Source Act as follows:

For the project, the Company shall be entitled to claim special source credits against the annual Negotiated FILOT Payments with respect to the Negotiated FILOT Project in an amount equal to: ninety percent (90%) of such annual Negotiated FILOT Payments for years 1 – 3; fifty percent (50%) of such annual Negotiated FILOT Payments for years 4 - 5; and twenty five percent (25%) of such annual Negotiated FILOT Payments for years 6 - 30. Separately, for the existing real property, the Company shall be entitled to claim special source credits in the amount needed to functionally bring the assessment ratio down to 6%, each year, for thirty (30) years.

Section 5. Execution of the Fee Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Miscellaneous.

- (a) The Chair 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 in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;
- (d) 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; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 7. Allocation of MCIP FILOT Revenues. (a) By separate ordinance (the "MCIP Ordinance") of the County Council, the County, in cooperation with Williamsburg County the

"Partner County"), designated the site of the Negotiated FILOT Project as a multi-county park pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of the Agreement for the Establishment of Multi-County Industrial/Business Park (the "MCIP Agreement"). In the FILOT Agreement, the County will agree to maintain such designation for a term of at least 30 years.

(b) Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that for 30 years, commencing the first year in which property that is a part of the project will be placed in service, the annual allocation of the fee-in-lieu of *ad valorem* taxes revenue generated by the property and payable to the County in accordance with the terms of the MCIP Agreement (the "MCP FILOT"), after deducting any amounts distributed to the Partner County, will be distributed as follows:

- (1) To the County, for providing the SSRCS, an amount equal to the annual SSRC with respect to the property as provided in Section 4 of this Ordinance and in the FILOT Agreement; and
- (2) To the County and the other overlapping taxing entities, in the same manner as set forth in greater detail in the MCIP Agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

FEE-IN-LIEU OF TAX AGREEMENT

by and among

FLORENCE COUNTY, SOUTH CAROLINA

and

RUIZ FOOD PRODUCTS, INC. and RG4 HOLDING CO., LLC

Dated as of June 19, 2014

FEE-IN-LIEU OF TAX AGREEMENT

THIS FEE-IN-LIEU OF TAX AGREEMENT is dated as of June 19, 2014, by and between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), Ruiz Food Products, Inc., a California corporation and RG4 Holding Co., LLC, a South Carolina limited liability company, (Ruiz Food Products, Inc. and RG4 Holding Co., LLC are referred to herein together as the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Company proposes to begin manufacturing operations in the County (the "Project"); and

WHEREAS, the Company anticipates that the Project will result in the creation of approximately 500 new, full time jobs and an investment of \$55,000,000 in the County; and

WHEREAS, the County Council approved an Inducement Resolution (Florence County Resolution 27-2013/14) authorizing the terms set out in this FILOT Agreement on March 20, 2014; and

WHEREAS, as a result of the Company beginning manufacturing operations in the County, the Company requested that the County complete the FILOT arrangement referred to in that certain Inducement Resolution referred to above and approved by County Council on March 20, 2014 by entering into this Fee-in-Lieu of Tax Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT payments pursuant to the Act; and

WHEREAS, for the Project, the parties have also determined that the Company is a Project Sponsor, and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, this Fee-in-Lieu of Tax Agreement by and between the County and the Company and dated as of June 19, 2014 is referred to herein as the "Agreement"; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(13) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act, except as expressly provided in paragraph (b) below, to the extent that and so long as the Company timely provides the County with copies of all filings required by the Act to be made by the Company with regard to the Project. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Company's noncompliance that are within the County's control.

(b) Recapitulation.

1. Legal name of each initial party to this Agreement:
Ruiz Food Products, Inc., a California corporation, RG4 Holding Co., LLC, a South Carolina limited liability company and Florence County, South Carolina
2. County and street address of the project and property to be subject to this Agreement:

2557 Florence Harlee Boulevard

Florence, South Carolina 29506

Florence County
3. Minimum investment agreed upon:
\$35,000,000

4. Length and term of this Agreement:
30 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement:
6%
6. Millage rate applicable for each year of this Agreement:
Every year of the term: 332.6 mills
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement:
Waived by the County and the Company
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities:
Waived by the County and the Company
9. Statements
 - (a) The Project is to be located in a multi-county park;
 - (b) Disposal of property, subject to Payments-in-Lieu-of-Taxes is allowed;
 - (c) Special Source Revenue Credits shall be given to the qualifying property in amounts equal to 90% for years 1 – 3, 50% for years 4 – 5 and 25% for years 6 – 30. For the Non-Qualifying Property, a separate Special Source Revenue Credit shall be given in such amount needed to functionally reduce the assessment ratio to 6% for each year, for the 30 year term;
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this Recapitulation.
Waived by the County and the Company
11. Description of the effect upon the schedules required by items (7) and (8) of this Recapitulation of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8)
Waived by the County and the Company
12. Which party or parties to this Agreement are responsible for updating any information contained in this Recapitulation:
The Company and the County, as applicable

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary expenses actually incurred by the County with respect to this agreement, including without limitation reasonable and actual attorneys’ fees; provided, however, that no such expense shall be considered an Administration Expenses until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“*Affiliate*” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise. .

“*Agreement*” shall mean this Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of June 19, 2014.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean, collectively, Ruiz Food Products, Inc. (which will handle payroll) and RG4 Holding Co., LLC (which holds title to the property), and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets permitted under section 8.02 or Article IX hereof, or any assignee hereunder which is designated by the Company and approved or ratified by the County. Except as required by law, the County’s subsequent approval or ratification of an assignee hereunder shall not be required if the subsequent Assignee is a member of the Controlled Group.

“*Company Affiliate*” shall mean any affiliate of the Company which would qualify as a sponsor affiliate within the meaning of that term as defined and used in Section 12-44-30(20) of the Code; provided, however, that such affiliate must be specifically approved by the County as a sponsor affiliate and must agree in writing to be bound by this Agreement as to any investment by such sponsor affiliate to be subject to FILOT Payments hereunder.

“*Controlled Group*” shall mean the Company and all Company Affiliates.

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

“*County Council*” shall mean the governing body of the County and its successors.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by the Controlled Group and installed as part of the Project during the Investment Period in accordance with this Agreement.

"Event of Default" shall mean an Event of Default as defined in Section 11.01 hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) property acquired or constructed by the Company or members of the Controlled Group during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (b) modifications which constitute an expansion of Existing Property.

"FILOT" shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

"FILOT Payments" shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

"FILOT Revenues" shall mean the revenues received by the County from the Company's payment of the FILOT.

"Investment Period" shall mean the period beginning with the first day that the Controlled Group purchased or purchases Economic Development Property and ending on the date that is seven years from the end of the property tax year in which this Agreement is executed by the Company and the County, unless extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

"Land" shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

"Multi-County Park" shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with Williamsburg County, dated December 1, 1998, as amended (the "Multi-County Park Agreement").

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

"Negotiated FILOT Payment" shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project consisting of Economic Development Property.

"Non-Qualifying Property" shall mean that portion of the Project consisting of: (i) property as to which the Company or any members of the Controlled Group incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof. The Company agrees that the real estate improvements on the Land as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by the Company or any member of the Controlled Group including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment; and any Replacement Property.

"Project Commitments" shall mean the investment and job commitments of the Company with respect to the Project as set forth in Section 2.02(d) of this Agreement.

"Released Property" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"Replacement Property" shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

"Simplified FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"Special Source Revenue Credits" shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

"State" shall mean the State of South Carolina.

"Streamlined FILOT Act" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

"Term" shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

(a) Ruiz Food Products, Inc. is a corporation, validly existing and in good standing under the laws of the State of California and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement. RG4 Holding Co., LLC is a limited liability company validly existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within Florence County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, while the Company ultimately anticipates an investment of Fifty Five Million Dollars (\$55,000,000) and the creation of approximately 500 new, full time jobs, the Company hereby commits to invest Thirty Five Million Dollars (\$35,000,000) in land, buildings, and personal property, including machinery and equipment, at the Project by the end of the Investment Period and create 350 new, full time jobs by the end of the Investment Period. The investment amount shall not include any amount paid by the Company for real estate improvements on the land existing as of the date of this Agreement.

(e) The income tax year of the Company, and accordingly the property tax year, for federal income tax purposes is a 52/53 week fiscal year ending on the Saturday closest to September 30.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a Default or an "Event of Default" as defined herein.

(g) The Company intends to operate the Project as a manufacturing facility, and for such other purposes permitted under the Act as it may deem appropriate. The Project constitutes a "project" and "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with Section 5.01 hereof in lieu

of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Execution of Lease. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within Florence County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that a court of competent jurisdiction holds that the Simplified FILOT Act is unconstitutional or that this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect or should the parties determine that there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then the County, upon the provision by the Company of evidence acceptable to the County that the Project is free from environmental contamination and the conveyance of title to the Project to the County at the expense of the Company, agrees to lease the Project to the Company pursuant to the Streamlined FILOT Act and, to the extent permitted under the law in effect at such time, use its best efforts to ensure that the Company receives the benefits of the Negotiated FILOT as contemplated by this Agreement.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest at least Thirty Five Million Dollars (\$35,000,000) in land, buildings, and personal property, including machinery and equipment, at the Project by the end of the initial Investment Period and to create 350 new, full time jobs by the last day of the Investment Period. The investment amount shall not include any amount paid by the Company for real estate improvements on the Land existing as of the date of this Agreement.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue not later than 30 days after execution and delivery of this

Agreement. Each year during the term of this Agreement, the Company shall deliver to the County Auditor a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) Notwithstanding any other provision of this Section, the Company may designate with respect to any Filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. To the maximum extent permitted by law, the County shall conform to all written requests made by the Company with respect to maintaining the confidentiality of such designated segments. If the County receives a request for information under Title 30, Chapter 4 of the Code, the County shall notify the Company of the request and, subject to the time constraints imposed by such law, give the Company the opportunity to designate those portions of the Project, which the Company believes to be confidential or proprietary. To the extent permitted by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

Section 4.03 Modification of Project.

(a) As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project any real and personal property as the Company in its discretion deems useful or desirable.

(ii) In any instance where the Company in its discretion determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, on or before the date, and at the places, in the manner, and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes.

(b) The FILOT Payment due with respect to each property tax year shall equal:

(i) For the Project:

- (1) With respect to any portion of the Project consisting of Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property were it taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; less Special Source Revenue Credits given in such amount needed to functionally reduce the assessment ratio to 6% for each year, for the 30 year term; and
- (2) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) below (a "Negotiated FILOT"); less Special Source Revenue Credits given to the Economic Development Property in amounts equal to 90% for years 1 – 3, 50% for years 4 – 5 and 25% for years 6 – 30.

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to the millage rate as of June 2013 (which is understood to be 332.6 mils) for the entire term of this Agreement, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws

generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be given to the qualifying property in amounts equal to 90% for years 1 - 3, 50% for years 4 - 5 and 25% for years 6 - 30. For the Non-Qualifying Property, a separate Special Source Revenue Credit shall be given in such amount needed to functionally reduce the assessment ratio to 6% for each year (which amount shall be 42.857% of the payment described in Section 5.01(b)(i)(I)), for the entire 30 year term. In order to receive the Special Source Revenue Credit on the Non-Qualifying Property, the Company agrees to waive the tax exemptions that otherwise may be applicable if the Non-Qualifying Property were subject to *ad valorem* taxes, including the exemptions allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina, and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments in the event the Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company to the County in property taxes if the Company had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal,

which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation.

(i) For the Project, in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) by the end of the applicable Investment Period, the Negotiated FILOT Payments will revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement, taking into account exemptions and/or abatements from property taxes that would have been available to the Company, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code, less the total amount of Negotiated FILOT Payments actually made by the Company. In addition, the Company shall be required to repay the Special Source Revenue Credits provided under Section 5.01(d) with respect to the Non-Qualifying Property. Interest shall be payable on the difference between the FILOT Payments and the *ad valorem* taxes that would have been payable with respect to the property absent this Agreement as set forth in the FILOT Act, as well as the amount of the repayment of the Special Source Revenue Credits provided under Section 5.01(d)

with respect to the Non-Qualifying Property, but no other penalty shall be asserted against the Company, except to the extent required by South Carolina law.

(j) If the Company fails to meet and maintain the Project Commitments during the time periods described below, the following provisions shall apply:

(i) In the event that the Company fails to meet and maintain the Project Commitments by and through the end of the initial Investment Period, the Company shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereof with respect to the qualifying property, with such prorated portion to be calculated by determining the average achievement percentage of the job and investment requirements as of the last day of the initial Investment Period, provided that for purposes of making such calculation, neither the investment achievement percentage nor the jobs achievement percentage shall exceed 100%.

For example, and by way of example only, if the Company has created and maintained an investment of \$31,500,000 (not including any amounts paid for real estate improvements on the Land existing as of the date of this Agreement) and has created and maintained 280 new, full time jobs as of the last day of the initial Investment Period, the Company's pro rata repayment obligation would be calculated as follows:

Investment Achievement Percentage = $\$31,500,000 / \$35,000,000 = 90\%$.

Jobs Achievement Percentage = $270 / 350 = 80\%$

Overall Achievement Percentage = $[90\% + 80\%] / 2 = 85\%$

Prorated Repayment Amount = $100\% - 85\% = 15\%$ of incentives received

(ii) In the event that the Company ceases to operate the Project during the period that is 15 years from the end of the property tax year in which this Agreement is executed by the Company and the County, the Company shall be obligated to repay a portion of the incentives described in Section 5.01(j)(i) above, with such prorated portion equal to $[(15 - \text{the number of full years in which the Project has been in service at the time of the cessation of operations}) / 15]$. For example, and by way of example only, if the Company ceases to operate the Project after the Project has been in service for 12 years, the Company would be obligated to repay $3/15$ (20%) of the incentives described in Section 5.01(j)(i) above.

(iii) Following the end of the initial Investment Period, if the Company fails to maintain the Project Commitments as of the last day of its property tax year at any time during the term of this Agreement, the Special Source Revenue Credits provided pursuant to Section 5.01(d) with respect to qualifying property shall be reduced each year in a prorated manner, with the prorated amount to be calculated in the same manner provided in Section 5.01(j)(i) above. The Company shall file a certification with the County on or before August 1 of each year setting forth a calculation of the Special Source Revenue Credits due under this Agreement, the

investment in place as of the end of the preceding tax year, and the number of new, full time jobs in place as of the end of the preceding tax year.

(k) Any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(h)-(j) hereof shall be paid within 90 days, following written notice thereof from the County to the Company.

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the Company or its assignees pursuant to any such

agreement or the Act. The County agrees that, to the extent permitted by law, the investments in the Project by any Affiliate related to the Company (except that the investment set for in Section 4.01 hereof must be met in accordance with the terms therein) shall be considered as an investment by the Company in the Project. The Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act.

Section 8.03. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by, the Company, or any of its agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnification Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or

proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to another member of the Controlled Group, any of the Company Affiliates (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the

Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of thirty years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company, may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event of termination by the operation of this Section 10.02, the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01(g) hereof and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01(k) hereof. The County's rights to receive payment for such retroactive *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

- (a) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; or

(c) a cessation of operations at the Project.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Florence County, South Carolina
Attn: County Administrator
180 N. Irby Street
MSC-G
Florence, SC 29501
Phone: (843) 665-3035

With a copy to:

Mr. Will Johnson
Haynsworth Sinkler Boyd, P.A.
1201 Main Street
22nd Floor
Columbia, South Carolina 29201
Phone: (803) 779-3080
wjohnson@hsblawfirm.com

(b) As to the Company:

Ms. Olga A. Balderama
Ruiz Food Products, Inc.
501 South Alta Avenue
Dinuba, California 93618
Phone: (559) 591-5510
OlgaB@ruizfoods.com

With a copy to:

Ms. Stephanie L. Yarbrough
Womble Carlyle Sandridge & Rice, LLP
5 Exchange Street
Charleston, South Carolina 29401

Phone: (843) 720-4621
styarbrough@wcsr.com

Section 12.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.07. Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.09. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.11. Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Fee-in-Lieu of Tax Agreement to be effective as of the ___ day of _____, 2014.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Name: James Schofield
Title: Chair, Florence County Council

ATTEST:

By: _____
Name: Connie Y. Haselden
Title: Clerk to Florence County Council

RUIZ FOOD PRODUCTS, INC.

By: _____
Name: _____
Title: _____

RG4 HOLDING CO., LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY DESCRIPTION FLORENCE COUNTY

All that certain piece, parcel or tract of land lying, being and situate in the County of Florence, State of South Carolina, in Florence County School District No. 1, within Pee Dee Touchstone Energy Commerce City, containing 47.56 acres as shown and depicted on that certain plat of David A. Nesbitt, RLS, dated February 1, 2008, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 94, page 25, said plat being incorporated herein by reference as part and parcel of this description. Said tract is bounded generally on the north and east by property of Pee Dee Electric Cooperative, Inc., on the south by Florence Harlee Boulevard, and on the west by General William W Drive.

TMS No. 236-01-028

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Third Reading of Ordinance No. 01-2014/15

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2014 And Ending June 30, 2015; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 01-2014/15 is the budget ordinance for next fiscal year.
2. The proposed budget includes a 1.7 mill increase for the General Fund to cover items already built into the FY2014/15 budget, including the increased cost of the employer's share of the health insurance premium, the increased employer contribution percentage for the South Carolina Retirement System and the Police Officers Retirement System, and the cost to operate the onsite employee clinic. This millage increase also covers the funding for half of the cost of the pay plan submitted by the Florence County Sheriff's Office. Finally, of the 1.7 mill increase, 0.4 mills is included to fund two new state mandates to fund two additional positions in the Probate Court and to fund the e-waste recycling program. SC Code of Laws Section 6-1-320 requires that this 0.4 mill increase be approved by a two-thirds vote of Council and be listed separately on the property tax notice.
3. However, as a result of reassessment the General Fund millage rate has been reduced by 4.1 mills and the Debt Service Fund millage rate has been reduced by 0.5 mills. Therefore, the General Fund millage rate has been reduced by a net amount of 2.4 mills, to 73.0 mills in FY2014/15 from 75.4 mills in FY2013/14.
4. The proposed budget also includes a new Fire and First Responder Special Revenue Fund. This fund is being created to cover the cost of providing fire and first responder services and is being funded by a 20.5 mill property tax levy on all property in the consolidated fire taxing district.
5. The proposed budget also includes a \$1.00 increase in the household solid waste fee to cover an anticipated contracted price increase, a \$13.50 increase in the household solid waste fee to reduce the subsidy from the General Fund to the Solid Waste Fund in an amount sufficient to fund the Sheriff's Office pay plan effective in July 2014, and a \$3.97 increase in the household solid waste fee to provide a 50% fee discount to parcels containing six or more residential units.
6. If the South Carolina General Assembly restores the legally mandated level of the Local Government Fund to South Carolina municipalities and counties then the 1.7 mill increase in the General Fund can be eliminated.

FUNDING FACTORS:

NONE

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 01-2014/2015.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 01-2014/15
2. Third Reading Changes

Sponsor(s) : County Council
Introduction : April 17, 2014
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 15, 2014
Second Reading : May 15, 2014
Third Reading : June 19, 2014
Effective Date : July 1, 2014

I, _____,
Council Clerk, certify that the
ad for a Public Hearing on this
Ordinance ran on: _____.

ORDINANCE NO. 01-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2014 And Ending June 30, 2015; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and
2. Pursuant to state statutes, total funds appropriated in fiscal year 2014-2015 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2014-2015.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2014-2015 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

b. Levy Process: In all cases, all property shall be taxed unless otherwise exempt from taxation pursuant to the South Carolina Code of Laws, 1976, as amended. The taxes are due and payable and shall be collected in the manner as provided for collection of taxes in the South Carolina Code of Laws, 1976, as amended, and in accordance with procedures established in County enacting ordinances.

(1) Motor Vehicle Taxes: Taxes levied on motor vehicles shall be collected pursuant to the schedules and procedures as established by State Statute and nothing herein shall be deemed to extend or defer the time of payment for such motor vehicle taxes.

(2) Motor Vehicle Owner Responsibility for Taxes: No motor vehicle registered in the State of South Carolina and property of a person, a resident of the County, shall be operated on the streets and public ways of the County unless all the motor vehicle taxes and fees duly assessed against such vehicle shall have first been paid. In the event that any person violates the provisions of this Section, he shall be guilty of a misdemeanor and subject to the penalties prescribed in Title 46, 1976 South Carolina Code of Laws, as amended. Nothing in this section shall preclude the collection of taxes and fees upon such motor vehicle after the prosecution of the offender for failure to pay such tax.

c. Appropriation Management:

(1) Reallocation: Unless otherwise restricted by State law or specific limitation of accounting standards, all of the appropriations hereinafter and those in the budgetary detail incorporated herein by reference are subject to adjustment and reallocation by County Council by voice motion or resolution. Any amount appropriated in this Ordinance may be discontinued at any time by appropriate action of a majority of the County Council. Expenditures from the General Fund contingency are generally done by resolution or voice motion.

(2) Duplication: If any of the items, or portions thereof, for which funds are herein appropriated is taken over by the State or Federal government and appropriations therefrom be made by either or paid by either directly to a County Office, or if the same shall become available in any manner, then the amounts for said Office herein appropriated shall be reduced in the amount of said appropriation, direct payment, or other available funds or support, unless otherwise restricted by law.

(3) Direct Assistance: All agencies receiving direct assistance payments from the County shall be funded quarterly in arrears no more than twenty-five (25%) percent of their direct assistance line item or on an alternate schedule at the discretion of the County Administrator in the case of emergencies. The quarterly allotments shall be paid around the 15th of the month following the end of each quarter. The final 4th quarter funding may be withheld by the Finance Director pending the reconciliation of outstanding obligations between the County and the Agency receiving funding or in the case of grant irregularities. Agencies, boards, and commissions, which are partially funded by Florence County Government, must provide annual audited financial statements to include a copy of the management letter and a copy of the A-133 Single Audit report, if applicable. State funded agencies must provide an annual report or a summary of local office-specific funding. Quarterly funding may be withheld pending the County's receipt of an agency's annual audited financial statements.

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e, which shall be reflected on tax bills:

	<u>FY14</u>	<u>FY15</u>
Florence County	75.4	73.0
Debt Service	9.0	8.5

Additionally, the following mill levies for the operation of the special purpose fire districts and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY15 debt service millage is shown for informational purposes and may be subject to adjustment by the County Auditor.)

	Operating Mills FY14	Debt Mills FY14	Total FY14	Operating Mills FY15	Estimated Debt Mills FY15	Total FY15
Johnsonville Rural Fire District	27.5	12.4	37.9	N/A	N/A	N/A
Sardis-Timmons ville Rural Fire District	15.0	0.0	15.0	N/A	N/A	N/A
Howe Springs Fire District	19.4	5.8	25.2	N/A	N/A	N/A
Hannah-Salem-Friendfield Fire District	18.1	5.7	23.8	N/A	N/A	N/A
West Florence Rural Fire District	8.0	0.0	8.0	N/A	N/A	N/A
Windy Hill/Olanta Rural Fire District	24.5	3.2	27.7	N/A	N/A	N/A
Florence Fire District	N/A	N/A	N/A	20.5	1.9	22.4
Florence-Darlington Technical College	4.9	0.0	4.9	4.9	0.0	4.9

Any millage adopted by this ordinance can be lowered by resolution of County Council prior to issuance of the tax notices.

Any fire district debt service millage will remain in effect for the entire fire district in which it was levied until the associated debt has been completely paid, regardless if a portion of the fire district is annexed by a municipality.

e. Funds: The following funds are hereby established for the purposes set forth with appropriations/budgeted amounts where applicable. Other funds may be delineated elsewhere:

<u>Fund</u>	<u>Fund Name</u>	<u>Appropriation</u>
10	County General Fund	\$54,125,434
45	Debt Service Fund*	\$ 3,966,684
111	Economic Development Capital Project Fund*	\$ 2,680,000
112	Economic Development Partnership Fund*	\$ 439,749
121	65% State Accommodations Tax (2%) Fund*	\$ 225,000
122	30% State Accommodations Tax (2%) Fund*	\$ 100,000
123	Local Accommodations Tax (3%) Fund*	\$ 2,483,549
124	Local Hospitality Tax Fund*	\$ 1,543,062
131	District Utility Allocation Fund*	\$ 1,000,000
132	District Infrastructure Allocation Fund*	\$ 1,013,601
133	District Rocking and Paving Fund*	\$ 1,599,229
145	Sheriff Camps Fund*	\$ 36,844
146	Sex Offender Registry Fund*	\$ 16,060
151	Law Library Fund*	\$ 100,000
153	Road Maintenance Fund*	\$ 3,836,860
154	Victim/Witness Fund*	\$ 225,404
155	Solicitor Check Law Fund*	\$ 179,575
161	Fire and First Responder Fund*	\$ 4,927,410
421	Solid Waste Management Fund*	\$ 4,132,165
431	E-911 System Fund*	\$ 1,189,211

* At the close of the fiscal year, any unexpended budgeted monies within these funds and within all capital project funds shall be carried forward with their respective fund balance for the continued established use of that fund subject to appropriations, unless specifically authorized otherwise by ordinance or directed by State law.

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2014 through June 30, 2015. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of \$3,966,684 for Debt Service provided by this Ordinance.

g. Major Funds Determination: In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34 and other appropriate regulations requiring Government-wide Financial Statements, major funds will be determined annually at the end of the fiscal year during the audit process.

h. Grants Management:

(1) Grant Fund Balances: Notwithstanding any other provisions of this ordinance, all unexpended balances from previous appropriations of state and federal grant funds, any State Accommodations Tax Funds not committed to the County General Fund, and capital improvement or special project appropriations outstanding as of June 30th in the calendar year in which this budget ordinance is effective, shall be carried forward into the subsequent fiscal year budget appropriations. All grants are to be budgeted and accounted for in a special revenue fund, and authorized local match transfers will be completed by the County Finance Director based on County Council's acceptance of the grant.

(2) County Acceptance: The expenditure of funds for grant programs included in this budget shall not be authorized unless evidence that the respective grants have been approved by the grantor agency is provided to the County Administrator, who is authorized to accept grants. The County Administrator may require that the grant be accepted and funded by proper action of County Council. In all cases, total program expenditures shall be limited to the lesser of the total grant award(s), or the amount(s) designated in the current budget appropriations, as amended, or as approved by County Council. The County Finance Director must be listed as a contact on all grant applications and awards; all correspondence must be copied to the County Grants Manager.

(3) Budgeting: Grant funds requiring matching County funds not budgeted shall be authorized by County Council approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be approved by the County Administrator or County Council, and the budget amended accordingly. The Finance Director is authorized to create the necessary general ledger accounts; the opening of bank accounts, when necessary, shall be executed by the County Treasurer in coordination with the Finance Director. When grant award payments are received, the Treasurer's Office or County Offices shall provide the Grants Manager with copies of all checks received for the reimbursement of grant expenditures and any other related documentation determined by the Finance Director as necessary to ensure audit compliance.

All grant revenues shall be credited to the appropriate revenue line item as established by the Finance Director. Grant revenues will not be applied directly to expenditure line items. All grant disbursements shall be authorized only through the Finance Office unless State or Federal law specifically provides otherwise and the County is exempt from financial reporting on those funds at both the State and Federal levels.

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. County offices that do not comply with this ordinance and any other published administrative procedures necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

a. Compliant Fund Balance Policy: Florence County Council utilizes a compliant fund balance methodology based on the cash-flow needs of the County to maintain sufficient reserves in order to maintain County operations. End of year fund balance estimations and associated cash flow projections for all cash-discrete funds are developed annually in the budget process to maintain a minimum of annualized appropriations in operational funds to ensure routine operations remain uninterrupted and in sinking funds (debt service fund) balances as required to timely service all scheduled debt.

Should any individual fund balance fall below the required minimum balance, inter-fund cash transfers are hereby authorized, provided that the allocation of interest is accounted for appropriately no less than once per fiscal year.

b. Tax Anticipation Note Authority: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or following fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Florence County for the repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such terms, and in such sums as may be negotiated between the County and the lender.

SECTION 3. BUDGET YEAR END

a. Purchase Authority Cutoff: The budget year shall expire on June 30 of this fiscal year. No monies shall be disbursed pursuant to this Ordinance unless such funds have been obligated (i.e. an order has been placed or a contract signed for the delivery of goods or services in accordance with County procurement procedures) prior to the close of the fiscal year, which is June 30. The County Administrator will take action to preclude all purchase order activity except business required for expedient operations and emergencies after June 15 of the fiscal year; no capital purchases other than emergencies will be initiated after May 31 of the fiscal year without the express written approval of the County Administrator. In addition, all items must be received and invoiced June 30th or earlier, or the items will be deducted from the originating office's subsequent fiscal year budget, except in the case of emergency procurement items, the procurement of which has been approved in advance by the County Administrator.

b. Purchase Order Liquidation: All offices are responsible for providing documentation regarding outstanding obligations for this fiscal year to the Finance Department on or before June 15th to facilitate

the proper accrual of outstanding obligations of the County or the obligation(s) may be deducted from the office's budget for the subsequent fiscal year.

c. No Roll-Forward: Budget line item balances shall under no circumstances roll forward at the end of this fiscal year into the next fiscal year's budget, except for bond funds and grants crossing the fiscal year or as otherwise specified or appropriated within this budget ordinance.

SECTION 4. NATURE OF REVENUES, EXPENDITURES, AND CHART OF ACCOUNTS

a. Transfers Prohibited: Unbudgeted transfers are prohibited except as approved herein and in accordance with generally accepted accounting principles.

b. Overspending: Any office which overspends its straight-line spending levels for two consecutive months shall be reviewed by the County Administrator, who may freeze position vacancies, capital expenditures, and funds transfers, and remove sufficient personnel from the County payroll to offset fully the impending budget overrun prior to the close of the fiscal year. The County Administrator is authorized to transfer County Government functions and allocated appropriations among the various County divisions and offices in order to combine compatible employee positions and functions, eliminate duplicate work, gain performance efficiencies, or reduce overall operating costs of the County Government.

c. Intra-departmental Transfers by Finance Department: In order to process claims for payment submitted to the Finance Department, the Finance Director, or his designee, is hereby authorized to make intra-departmental transfers between line items in any department's budget in order to ensure that no line item is over-spent by the processing of these claims.

SECTION 5. FIXED ASSETS

a. Reporting: The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful life of the asset are not capitalized. The threshold for determining if an item is considered to be a fixed or capital asset is the value or the purchase price (whichever is higher) of \$5,000 or greater and the item must have a useful life of more than one year. Appropriate depreciation schedules are maintained on the straight-line basis over the estimated useful life of each asset in accordance with Generally Accepted Accounting Principles (GAAP). The estimated useful life is determined by guidelines developed by the State of South Carolina Office of Comptroller General, and in some cases, applicable Federal IRS regulations and/or Governmental Accounting Standards Board (GASB) Statement No. 34 implementation guidelines.

b. Inventory Control: Each Office is responsible for verification of all of its items required to be listed in the Fixed Asset System maintained by County Finance and for providing documentation of the annual inventory review to Finance on or before the third week in June annually. Finance will distribute forms for the inventory verification process and will provide current inventory listings to County Offices for verification of inventory on hand by May 30th annually.

c. Insurance Proceeds: In order to comply with GASB42 regulations, all insurance payments will be processed by the County Finance Office.

SECTION 6. RECEIPT, MANAGEMENT, AND REPORTING OF CASH:

a. Timely Deposit: All service charges, fees, fines, reimbursements, grant funds, etc. received by County Offices shall be deposited with the County Treasurer or directly to the bank that serves as checking depository as soon as possible after collection. All County Offices that collect funds on a daily basis shall reconcile receipts to funds received and submit funds to the Treasurer's Office by the following business day in the format as prescribed by the County Treasurer. Offices collecting less than \$200 on any single day may delay one business day. This policy does not apply where State law specifically provides authority for other actions to a specific official.

b. Bank Reconciliation: The Treasurer is responsible for reconciling bank accounts maintained in the Treasurer's Office in order to properly record revenues to the books of the County in accordance with the County's chart of accounts and properly allocating interest and all other funds to various funds and bank accounts as required by SC Law.

c. Cash Accounting: The County Treasurer's Office is responsible for annual external audit reporting of revenues to the State Comptroller's Office and for providing the Finance Office and External Auditors with sufficient data to convert revenues from the cash basis of accounting to the modified accrual basis of accounting in order to ensure legal and annual audit compliance with Governmental Accounting Standards Board (GASB) regulations, in particular GASB Statement No. 34 which requires revenue reporting on the modified accrual basis of accounting during the fiscal year and year-end conversion to accrual basis to produce Government-Wide Financial Statements.

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

Boards, Commissions, Agencies, and Institutions: All boards, commissions, agencies, and institutions receiving County funds shall make a full detailed annual fiscal report to the County Council at the end of the fiscal year. Agencies receiving less than \$5,000 annually in direct assistance from the County may submit internally prepared financial statements in lieu of an audited statement. The County governing body, the County Administrator, or the Finance Office may require reports, estimates, and statistics from any County office as may be necessary in the preparation of annual budgets or supplemental appropriations. Prior year audits are required for acceptance of annual budget requests.

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

a. Solicitor and Public Defender Funding Supplement Commitments: Salary supplements are included for various employees in the Solicitor's and Public Defender's departments' budgets. Disbursement of these supplements is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these supplements, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the supplements shall be removed from the payroll system of Florence County and the salaries reduced accordingly.

b. FY15 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of \$100 per employee, to be paid between the first and second pay dates in December 2014, if authorized by County Council by motion. All full-time and regular part-time employees who are in pay status during the first pay period in December are eligible to receive this bonus. In addition, all PRN employees who have

worked at least 1,000 hours in each of the last two fiscal years and who are also in pay status during the first pay period in December are eligible to receive this bonus.

c. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be \$40.00 for a twenty-four hour period and will be \$25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or which are a violation of the State Ethics Laws and regulations.

d. Credit Cards and Accounts: Credit cards which obligate Florence County directly are not permitted unless specifically authorized by written resolution of County Council. Requests for establishing credit accounts in the name of the County must be forwarded to the County Finance Office which is responsible for establishing credit accounts with vendors upon written approval by the County Administrator or the Finance Director. The County Finance Department is also responsible for the control and monitoring of all credit accounts in the County's name, verification of goods received and reconciling of such credit purchases to invoices received. Accounts not established in accordance with this ordinance are the sole responsibility of the initiating person, and the County shall not be liable or obligated to make payment on behalf of the initiator or the person using the account.

e. Tuition Assistance Program: An amount of \$9,100 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. All expenditures

under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 90% of the costs noted above for a grade of "A", 75% for a grade of "B", 50% for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

f. Retirees' Health Insurance Assistance: All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time employment after June 30, 2011, the baseline financial assistance is as follows: 20 years of continuous full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

g. Blood Borne Pathogens Standards: Emergency Medical Services, Sheriff's Office, and Detention Center are to provide a copy of the department's current Infection Control Plan to the Human Resources Director annually to demonstrate conformance with Federal and other guidelines.

h. Victim/Witness Fund: The Solicitor agrees to sign a Memorandum of Understanding with the County stating that he will reimburse Florence County for any payments made from his portion of the Victim/Witness Fund that the State of South Carolina may find to be ineligible expenditures of Victim/Witness funds.

i. Beginning Of Fiscal Year Payroll Changes: Payroll changes made as a result of the FY2014/15 budget will become effective on the first day of the first full payroll period of the fiscal year.

j. Workers' Compensation Benefit: Upon adoption of the budget ordinance, all General Fund budgeted workers compensation amounts included in line 0112 in various departmental/divisional budgets will be transferred to Division 010-411-489-300 – Employee Non-Departmental. As workers compensation claims are incurred, twenty percent (20%) of each claim will be paid from the respective department/division, up to a maximum total per claim of \$2,000. In addition, with the exception of 24/7 shift workers, while an employee is on workers compensation leave, the budgeted salary or wages for this employee during the workers compensation leave period will be transferred from the respective department/division salary and wage budget line (account 0100) to the Employee Non-Departmental Division.

k. Solicitor and Public Defender Funding of Certain Positions: The Solicitor and Public Defender are hereby authorized, upon approval by the County Administrator and in accordance with the County's compensation and classification plan, to add positions to the payroll system of Florence County, to be funded with non-County funds. Disbursement for these positions is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these positions, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the positions shall be removed from the payroll system of Florence County.

I. Budget-Neutral Wage/Salary Adjustments: The County Administrator is hereby authorized to approve budget-neutral wage/salary adjustments which are funded by sustainable budget reductions, primarily in the same department's personnel budget.

SECTION 9. INDEPENDENT AUDIT

An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or firm of public accountants with no personal interest, direct or indirect in the fiscal affairs of the County government of Florence County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm. Unless included in the annual County audit, an annual audit of each county agency, board, bureau, or commission of Florence County, funded in whole or in part by County funds, shall be made. Copies of the annual County audit shall be filed in the office of the Clerk of Court for Florence County and provided for the Florence County Administrator.

The County Administrator is hereby authorized to continue work with the County's existing software programming vendor, Strawn Services, for the purpose of providing automation efficiencies at the departmental level to the extent budgeted funds are available.

SECTION 10. FEES AND CHARGES

a. Disposition of Collections: All taxes, fees, charges, and assessments not otherwise allocated specifically by this ordinance with the supporting detail incorporated herein by reference or by law shall be deposited in the Florence County General Fund with other general fund revenues. All such taxes, fees, charges, and assessments shall be appropriated and allocated by the Florence County Council in the same manner as other general revenues. No such taxes, fees, charges, or assessments shall be paid to or shall accrue to the personal benefit of any officer or employee of Florence County. Use of fees, fines, and charges to reimburse expenditure budget line items through deposit credits is prohibited.

b. Manned Convenience Centers: Commercial use and non-County residential use of the Florence County manned convenience centers (MCCs) is prohibited, subject to a fine of up to \$500 per incident plus court costs, which is hereby established. Law enforcement officers with appropriate jurisdiction and Florence County environmental services officers are hereby authorized to write tickets and the Florence County Magistrate's Office is hereby authorized to try the cases. The County Administrator is hereby authorized to amend the manned convenience center contract with Waste Management to reduce hours of operation in accordance with appropriations.

c. Outstanding EMS Bills: Outstanding EMS bills totaling \$1,101,358 posted from the period of January 2000 through December 2010 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

SECTION 11. DEBT COLLECTION

Setoff Debt: Florence County is hereby authorized to participate in the Setoff Debt Program through the South Carolina Association of Counties on an annual basis as approved by the Florence County Administrator, who is authorized to execute all documentation and direct all designations of personnel participating as necessary.

SECTION 12. CONTRACTING AND FUNDS OR OTHER COMMITMENTS

a. Contract Execution: The County Administrator or County Administrator's designee is the sole authority who can obligate the county and any county funds in any manner through signature of contracts, purchase orders, or other such agreements or documents as an authorized agent. Any purchase made or contract executed without appropriate authorization is hereby deemed to be a personal obligation of the party making the purchase or executing the contract and is not an obligation of Florence County.

b. Check Enforcement Unit: The County Administrator is authorized to execute annual agreements between Florence County and the 12th Circuit Solicitor's Office for the operation of the Solicitor's check enforcement unit.

c. Title IV-D Contracts: The County Administrator, Clerk of Court, and Sheriff are authorized to enter jointly into agreements with the South Carolina Department of Social Services for receipt of Title IV-D (Child Support Enforcement) Federal Funds.

d. School Resource Officer Contracts: The County Administrator is authorized to execute contracts at the request of the Florence County Sheriff with the various school districts in Florence County for School Resource Officers, provided that Florence County's share of the funding for each of the contracts does not exceed the amount available in the General Fund for the Florence County Sheriff's Office grant match/contract match line item. If the contracts for FY15 are not signed prior to June 30, 2014, or if County Council does not approve the Sheriff's portion of the contract's budget, the school districts will be required to provide 100% of the funding for these contracts. If the school districts are unwilling to provide 100% of this funding, then the positions funded by these contracts will be discontinued in FY15.

e. Lease Renewals: The County Administrator is authorized to execute renewals of any existing leases for real or personal property for the terms and conditions included in the various leases as the existing lease periods expire and the leases therefore come up for renewal and for which funds are available through appropriation in this year's budget.

f. SCDOC Agreements: The County Administrator is authorized to execute annual agreements between Florence County and the South Carolina Department of Corrections for the use of pre-release inmates by the Recreation Department. In addition, the County Administrator is authorized and required to execute any contracts between the Florence County Detention Center and the South Carolina Department of Corrections.

g. DSN Resolution: The Chairman of County Council is authorized to execute a resolution designating the Florence County Disabilities and Special Needs Board as an entity in Florence County to provide transportation to persons with disabilities.

h. EMS Medical Control Physician: The County Administrator is authorized to renew the EMS Medical Control Physician contractual arrangement provided funds are appropriated herein.

i. Independent Contractor's Contracts Or Agreements For Various Services At The Florence County Detention Center: The County Administrator is authorized to execute independent contractor's contracts and/or agreements which are in the best interests of the citizens of Florence County for the provision of medical, mental health, psychological, polygraph, commissary, pharmacy, and clergy services at the Florence County Detention Center at the written recommendation of the Sheriff.

j. Planning and Building Inspection Agreements with Municipalities: The County Administrator is authorized to enter into agreements for the provision and enforcement of planning and building inspection services by the County for various municipalities within Florence County.

k. Council Allocation Expenditure: Should an expenditure of Council Infrastructure allocation balances and/or Council Utility Fund allocation balances result in an available balance being exhausted, any remaining project expenditures may be funded from available Council Road Maintenance allocation balances, in accordance with guidelines and any other legal restrictions.

l. De-obligation of previously approved Council Allocation expenditures: Any remaining balances from projects approved to be funded from council district allocations that were approved prior to July 1, 2013 are hereby de-obligated.

m. Municipal Loan Agreements: The County Administrator is authorized to enter into loan agreements with any Florence County municipality whereby such agreement permits any municipal inmate per diem balance outstanding for more than 30 days may be collected from Florence County Treasurer distributions to that municipality.

n. SCDJJ Agreements: The County Administrator is authorized to execute contracts between the Florence County Detention Center and the South Carolina Department of Juvenile Justice.

o. Florence School District One Agreements: The County Administrator is authorized to execute contracts between the Florence County Detention Center and Florence School District One for inmate adult education services at the Poynor/Adult Education Center.

p. Funding For Attorney Fees: Funds for attorney fees for County officials acting as primary plaintiffs and bringing suit against the County cannot be transferred to the appropriate budgetary line item or paid without prior approval by County Council.

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

A fixed Agricultural Assessment Extension Policy for private citizens is hereby authorized. Any private citizen may apply for agricultural assessment for no more than two tax years prior to the then current tax year. Businesses, including partnerships, corporations, etc., are not eligible to receive consideration under this fixed policy, but must continue to make applications to Council demonstrating to Council's satisfaction that the business had reasonable cause for not filing timely.

SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

a. The approval by resolution of County Council or authorization as provided in annual budget ordinances shall be required to permanently place any additional vehicles in the County fleet. Without such authorization, no vehicle shall be added to the fleet or to the County's insurance policies except where a currently insured vehicle is being removed from same. Vehicles removed from the fleet and the insurance policies must be surplus, through Council resolution, and disposed of in accordance with County procedures.

b. If the County Administrator deems it in the best financial interests of the County, the County Administrator is hereby authorized to approve the trade-in of certain County-owned surplus vehicles against the cost of replacing said vehicles, rather than holding surplus vehicles for auction, and to dispose of motorized equipment in accordance with policies approved by County Council.

c. The County Administrator is hereby authorized to allow departments to select alternate vehicles from those approved in the FY15 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

Pursuant to the requirements of South Carolina Law with regard to administration of State Accommodations Tax Funds (Fund 122), the Florence Convention and Visitors Bureau and the Lake City Chamber of Commerce are hereby designated as the tourism bodies in Florence County. These organizations shall be responsible for administering and reporting expenses for these State Accommodations Tax Funds (Fund 122) to County Finance. Total amount of funds shall be adjusted annually based on actual funds the County receives from the State related to the promotion of tourism. County Council reserves the right to designate alternate agencies by voice motion at its discretion.

SECTION 16. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 17. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect any other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden
Clerk to Council

SIGNED:

James T. Schofield, Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

Florence County
Changes from Second Reading
To Third Reading

<u>Pages</u>	<u>Notes</u>
v – xvii	Ordinance #1-2014/2015 was changed to reflect action taken by Council at its regular meeting on May 15 to increase the millage rate for the Florence Fire District to 20.5 mills, to decrease the appropriation for the Fire and First Responder Fund to \$4,927,410, and to delete Section 10d relating to the first responder fee. Section 8l has also been added to give the Administrator authority to approve budget-neutral wage/salary adjustments.
xxii	New and reclass requests page changed to increase grade for Marriage License Clerk in Probate Judge office to Grade 12, rather than Grade 13, as was previously presented.
4 – 6	General Fund appropriations were increased for Personnel Non-Departmental by \$17,400 to fund random drug testing; and for MIAP by an additional \$82,492 as a result of a calculation error by the State; and were decreased for Contingency by \$99,892 as a result.
18	Grade for Marriage License Clerk in the Judge of Probate office was increased to Grade 12 rather than Grade 13, as was previously presented.
42-43	Appropriations were increased by \$17,400 for random drug testing.
72	Appropriation for Contingency was reduced by \$99,892.
77, 79, 82	Grades for various positions affected by the Sheriff's Office pay plan were increased and language was added to each page noting the grade changes.
103	The state required funding to the Medically Indigent Assistance Program was increased by \$82,492, as a result of a calculation error by the State.
160-169	Millage rate was increased to 20.5 mills, revenue from first responder fee was removed, and appropriations for each department were reduced to reflect reduction in appropriation for the Fire and First Responder Fund to \$4,927,410 based on action taken by Council at its regular meeting in May.
170	Household solid waste fee increased by \$3.97 to \$99.50 to provide a 50% fee discount to all parcels with 6 or more residential units.

**Florence County
Large Capital Requests
FY14/15**

			Requests		Included in Budget	
Description			By Item	Subtotal	No	Yes
445	EMS	Replace ambulance (2)	285,120		-	285,120
		Replace QRV	39,000		-	39,000
		Mobile radios	10,000		-	10,000
		Subtotal		334,120		334,120
425	Coroner	Replacement vehicles (2)	75,000		45,000	30,000
				75,000		30,000
442	Environmental Services	Replace pickup truck	22,000		-	22,000
		Replace spray trucks (2)	42,000		-	42,000
		Replace spray units (2)	17,000		-	17,000
		Subtotal		81,000		81,000
451-100	Recreation	Control link for lights/Savannah Grove	10,500		-	10,500
		Seal walking tracks	10,000		-	10,000
		Electric top dresser for ballfields	16,700		-	16,700
		Subtotal		37,200		37,200
451-200	Lynches River Park	Splashpad deck - concrete refurbish	61,844		-	61,844
		Subtotal		61,844		61,844
455	County Library	Replace computer equipment	40,000		-	40,000
		Subtotal		40,000		40,000
TOTAL GENERAL FUND				2,218,277	349,497	1,868,780
ROAD MAINTENANCE FUND						
431	Public Works	Replace pickups, 5500GVWR (3)	111,000		-	111,000
		Replace motor grader (3)	1,053,000		-	1,053,000
		Replace 9 ton class trailer	10,800		-	10,800
		Replace restroom fixtures	10,000		-	10,000
TOTAL ROAD MAINTENANCE FUND				1,184,800	-	1,184,800
E911 ENTERPRISE FUND						
426-100	E911 System	CAD and Telephone System Upgrade	650,000		-	650,000
TOTAL E911 ENTERPRISE FUND				650,000	-	650,000

Florence County
New, Reclass, and Other requests
FY2014/2015

Department	Description	Cost		Included in Budget	
		By Item	Subtotal	INDEX	
				(BN)	Budget Neutral
GENERAL FUND				(N)	New Position
				WGA	w/i Grade Adjustment
				No	Yes
Solicitor	Legal Records Clerk IV (Grade 11)	35,782		35,762	(N)
	Subtotal		35,782		-
Probate Judge	Reclass Deputy Judge (Grade 22)	1,565			1,565 (BN)
	to Associate Judge (Grade 23)				
	Reclass Clerk of Court (Grade 14)	1,367			1,367 (BN)
	to Clerk/Administrator (Grade 15)				
	Reclass Legal Audit Clerk (Grade 12)	978			978 (BN)
	to Guardian Clerk (Grade 13)				
	Reclass Legal Records Clerk IV (Grade 11)	1,044			1,044 (BN)
	to Marriage License Clerk (Grade 12)				
	Reclass Legal Records Clerk IV (Grade 11)	906			906 (BN)
	to Estate & Probate Clerk (Grade 12)				
	Reclass Legal Records Clerk IV (Grade 11)	979			979 (BN)
	to Estate & Probate Clerk (Grade 12)				
	Reclass Legal Records Clerk IV (Grade 11)	894			894 (BN)
	to Mental Comm. Clerk (Grade 12)				
	Legal Records Clerk IV (Grade 11)	35,782			35,782 (N)
	Legal Records Clerk IV (Grade 11)	35,782			35,782 (N)
	Subtotal		79,297		79,297
Lake City Magistrate	Reclass Legal Records Clerk III (Grade 10)	1,522		1,522	-
	to Legal Records Clerk IV (Grade 11)				
	Reclass Legal Records Clerk IV (Grade 11)	1,654		1,654	-
	to Office Manager (Grade 12)				
	Subtotal		3,176		-
Finance	Medical Coder I (Grade 9) (30 hours)	27,006		27,006	- (N)
	Subtotal		27,006		-
Human Resources	Reclass HR Technician (Grade 12)	3,434			3,434 (BN)
	to HR Specialist (Grade 13)				
	Subtotal		3,434		3,434
GIS	Reclass GIS Analyst (Grade 19)	4,901		4,901	-
	to Senior Analyst (Grade 22)				
	Subtotal		4,901		-
Treasurer	Treasurer - WGA (\$20,000)	23,710		23,710	-
	Reclass Deputy Treasurer	3,666		3,666	-
	(Grade 22 to Grade 25)				
	Subtotal		27,376		-
Treasurer - Delinquent Tax	Reclass Deputy Tax Collector	2,766		2,766	-
	(Grade 18 to Grade 20)				
	Subtotal		2,766		-
Auditor	Auditor - WGA (\$22,500)	26,674		26,674	-
	Deputy Auditor - WGA (\$7,500)	8,891		8,891	-
	Data Base Clerk - WGA (\$5,000)	5,928		5,928	-
	All other positions - WGA (\$2,500 each)	26,674		26,674	-
	Subtotal		68,167		-
Assessor	Reclass Mobile Home Technician	5,817		5,817	-
	(Grade 10 to Grade 14)				
	Subtotal		5,817		-

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2014 - 2015

SUMMARY OF GENERAL FUND REVENUES AND OTHER FUNDING SOURCES

	FY 2013 ACTUAL	FY 2014 BUDGET	FY 2014 PROJECTED	FY 2015 BUDGET
521 - 391 - 102 - 0000 Transfer from Local Accom Tax Fund	284,000 \$ 662,295	284,000 \$ 718,000	284,000 \$ 663,000	284,000 \$ 718,000
OPERATING TRANSFERS OUT				
511 - 391 - 004 - 0000 Transfer to Landfill for Solid Waste Collection	\$ (990,020)	\$ (907,020)	\$ (907,020)	\$ (396,366)
511 - 391 - 005 - 0000 Transfer to District Infrastructure Allocations	(315,000)	(315,000)	(230,000)	(315,000)
511 - 391 - 006 - 0000 Transfer to Economic Development	(389,253)	(389,253)	(389,253)	(389,253)
511 - 391 - 009 - 0000 Transfer to Road Maintenance Fund	(306,070)	(306,070)	(306,070)	(306,070)
	<u>\$ (2,000,343)</u>	<u>\$ (1,917,343)</u>	<u>\$ (1,832,343)</u>	<u>\$ (1,406,689)</u>
ADDITION TO/USE OF FUND BALANCE				
399 - 999 - 999 - 9500 (Addition to)/Use of Fund Balance	\$ (619,619)	\$ 100,000	\$ 95,725	\$ 100,000
	<u>\$ (619,619)</u>	<u>\$ 100,000</u>	<u>\$ 95,725</u>	<u>\$ 100,000</u>
Total Revenue	<u>\$ 49,767,282</u>	<u>\$ 52,394,780</u>	<u>\$ 52,103,010</u>	<u>\$ 54,125,434</u>

**FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2014-2015**

SUMMARY OF GENERAL FUND APPROPRIATIONS

Funct.	Dept	Division		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
411	401	000	County Council	289,233	271,490	329,589	326,846	322,824
411	401	100	Association of Counties	23,153	23,153	23,210	23,273	23,273
411	401	200	Paupers Funeral	12,150	8,600	6,873	6,873	6,873
411	401		County Council Totals	324,536	303,243	359,672	356,992	352,970
411	402	000	Administration	596,810	678,790	632,029	635,304	631,180
411	403	100	Clerk of Court	974,457	972,814	995,729	990,826	980,589
411	403	200	Court of Common Pleas	163,190	167,929	187,683	190,221	187,895
411	403	300	Family Court	610,858	640,194	617,754	635,045	625,975
411	403	400	Master in Equity	51,237	50,721	46,981	41,793	41,793
411	403		Clerk of Court Totals	1,799,742	1,831,658	1,848,147	1,857,885	1,836,252
411	404	000	Solicitor	983,849	1,043,670	1,072,306	1,087,769	1,071,970
411	405	000	Judge of Probate	501,181	508,947	513,719	597,993	584,032
411	406	000	Public Defender	657,647	659,364	696,583	708,825	703,105
411	406	100	Public Defender- Marion County	55,700	56,918	58,006	58,446	57,950
411	406		Public Defender Totals	713,347	716,282	754,589	767,271	761,055
411	407	100	Magistrates - Florence	1,332,085	1,306,210	1,461,988	1,299,855	1,285,120
411	407	200	Magistrates - Timmonsville	236,955	236,439	239,576	243,599	240,931
411	407	300	Magistrates - Olanta	90,467	100,576	103,259	110,231	109,185
411	407	400	Magistrates - Johnsonville	113,464	114,978	110,693	114,262	113,766
411	407	500	Magistrates - Pamplico	138,782	149,550	150,004	153,245	151,757
411	407	600	Magistrates - Lake City	220,372	224,656	230,271	462,830	396,670
411	407	700	Magistrates - LEC	7,091	7,640	8,175	8,175	8,175
411	407	800	Magistrates	1,710	1,914	2,475	2,475	2,475
411	407	900	Magistrates - Judge Mourounas	1,905	1,737	2,500	2,675	2,675
411	407		Magistrate Totals	2,142,831	2,143,700	2,308,941	2,397,347	2,310,754
411	409	000	Legal Services	119,440	69,338	79,650	79,000	79,000
411	410	100	Voter Registration	538,614	527,581	497,687	570,120	514,248
411	410	200	Elections	8,746	105,834	80,000	63,000	63,000
411	410		Voter Reg. & Elections Totals	547,360	633,415	577,687	633,120	577,248
411	411	000	Finance	649,096	652,874	702,141	740,058	705,075
411	411	900	Audit	64,005	52,920	65,000	65,000	65,000
411	411		Finance Totals	713,101	705,794	767,141	805,058	770,075
411	412	000	Human Resources	245,794	245,123	262,418	306,099	303,959
411	412	900	Personnel Non-Departmental	78,946	87,569	87,587	91,700	95,100
411	412		Human Resources Totals	324,740	332,692	350,005	397,799	399,059
411	413	100	Procurement Department	135,177	146,437	216,407	219,872	216,996
411	413	200	Central Maintenance	391,897	707,328	396,857	433,003	433,003
411	413		Procurement Totals	527,074	853,765	613,264	652,875	649,999
411	414	200	GIS	365,135	361,084	394,861	446,329	438,584
411	414	900	General Phone System	9,591	8,986	8,469	9,000	8,469
411	414		Administrative Services Totals	374,726	370,070	403,330	455,329	447,053
411	415	100	Treasurer	762,961	801,803	834,626	875,494	840,521
411	415	200	Treasurer - Delinquent Tax	373,722	388,597	402,602	417,569	404,486
411	415		Treasurer Totals	1,136,683	1,190,400	1,237,228	1,293,063	1,245,007
411	416	000	Auditor	445,575	454,288	477,730	588,184	479,570
411	417	000	Tax Assessor	1,202,356	1,247,102	1,294,869	1,344,650	1,324,296
411	417	100	Tax Assessor Reassessment	8,544	11,166	27,705	22,705	6,189
411	417		Tax Assessor Totals	1,210,900	1,258,268	1,322,574	1,367,355	1,330,485

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2014-2015

SUMMARY OF GENERAL FUND APPROPRIATIONS

Funct.	Dept	Division		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
411	418	100	Planning and Engineering	951,414	975,519	1,213,903	1,160,617	1,151,976
411	418	200	Building	722,044	670,458	887,264	921,614	913,569
411	418		Planning & Building Totals	1,673,458	1,645,977	2,101,167	2,082,231	2,065,545
411	419	000	Building Commission	1,247,183	1,302,197	1,647,001	1,898,887	1,374,112
411	420	000	Facilities Management	650,272	714,785	746,654	797,988	758,623
411	427	000	Information Technology	1,304,825	1,477,487	1,568,155	2,275,027	2,095,477
411	446	000	Veterans Affairs	141,673	148,773	150,489	160,929	155,822
411	480	210	Senior Citizens Center	160,802	143,259	176,404	189,661	175,036
411	480	220	Lake City Senior Center	150,183	150,182	150,187	150,187	150,187
411	480		Senior Center Totals	310,985	293,441	326,591	339,848	325,223
411	485	130	Pee Dee CAA	9,120	9,120	9,120	9,120	9,120
411	485	290	Senior Citizens Association	9,120	9,120	9,120	15,000	9,120
411	485	410	Florence Regional Airport	82,131	82,131	82,131	82,131	82,131
411	485	420	PDRTA	13,680	13,680	13,680	78,778	13,680
411	485	510	Soil & Water Conservation	3,482	3,482	3,482	3,482	3,482
411	485	520	County Agent	4,560	4,560	4,560	4,560	4,560
411	485	610	Stadium Commission	4,652	4,652	4,652	4,652	4,652
411	485	850	Humane Society	4,560	4,560	4,560	4,560	4,560
411	485	910	Pee Dee Council of Governments	82,131	82,131	82,131	82,131	82,131
411	485	990	Legislative Delegation	4,560	4,560	4,560	4,560	4,560
411	485		Direct Assistance Totals	217,996	217,996	217,996	288,974	217,996
488	000		Contingency	105,560	18,738	212,396	212,396	218,140
411	489	100	Employee Tort Insurance	-	-	-	-	-
411	489	200	Employee Blanket Bond	823	823	801	801	801
411	489	300	Employee Non-Departmental	850,845	663,071	398,701	525,614	525,614
411	489		General Government Other Totals	851,668	663,894	399,502	526,415	526,415
421	421	110	Sheriff's Department	8,135,909	8,591,237	8,819,389	9,856,337	9,511,285
421	421	154	Victim Witness	50,088	53,195	51,954	63,512	52,861
421	421	190	Sheriff's Special Projects	32,000	32,000	32,000	32,000	32,000
421	421	200	County Jail	6,360,868	6,527,427	6,686,834	7,696,685	7,406,287
421	421		Law Enforcement Total	14,578,865	15,203,859	15,589,977	17,648,534	17,002,433
421	422	100	Emergency Preparedness	261,438	292,167	330,548	328,425	326,440
421	422	200	Central Dispatch	1,665,643	1,717,049	1,928,094	1,917,572	1,896,064
421	422	300	Radio System	317,949	-	-	-	-
421	422		Emergency Management Total	2,245,030	2,009,216	2,258,642	2,245,997	2,222,504
421	426		County Radio System	-	253,753	250,816	252,816	252,816
421	428		County Fire	-	24,089	112,756	227,698	-
421	481	950	Rural Fire Departments	13,833	13,785	15,140	15,140	-
451	423	000	Emergency Medical Services	4,066,790	4,448,484	5,849,554	5,733,993	5,687,335
451	424	100	Timmonsville Rescue	165,916	323,012	174,711	202,117	174,711
451	424	300	Olanta Rescue	33,583	33,660	35,177	35,177	-
451	424	400	Hannah Salem Friendfield Rescue	43,650	43,637	43,650	49,650	-
451	424	500	Johnsonville Rescue	47,204	47,968	293,655	293,655	148,655
451	424	600	Pamplico Rescue	33,496	33,167	35,845	65,990	35,845
451	424	700	Windy Hill Rescue	8,333	8,026	8,358	8,358	-
451	424	800	Johnsonville Rural Fire	19,275	18,497	19,275	19,275	-
451	424	991	Lake City Rural Fire	4,989	4,752	4,752	4,752	-
451	424	992	Coward Rural Fire	1,927	1,927	1,927	1,927	-
451	424	993	Scranton Rural Fire	-	-	1,927	1,927	-
451	424	994	Howe Springs Rural Fire	1,927	1,927	1,927	1,927	-

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2014-2015

SUMMARY OF GENERAL FUND APPROPRIATIONS

Funct.	Dept	Division		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
451	424	995	West Florence Rural Fire	11,294	11,294	11,294	11,294	-
451	424		Rescue Squads Total	371,594	527,867	632,498	696,049	359,211
451	425		Coroner	262,856	278,212	282,034	395,616	327,969
451	429		On-Site Clinic	-	-	-	90,700	90,700
451	441	000	Health Department	80,932	84,090	80,934	80,934	80,934
451	442	000	Environmental Services	714,943	699,045	740,310	832,186	809,999
451	485	310	DSN Board	4,515	4,515	4,515	25,000	4,515
451	485	320	Mental Health Association	2,736	2,736	2,736	2,736	2,736
451	485	330	Pee Dee Mental Health	4,515	4,515	4,515	4,515	4,515
451	485	720	Pee Dee Speech & Hearing	684	4,788	2,736	3,000	2,736
451	485		Health Totals	12,450	16,554	14,502	35,251	14,502
461	485	110	MIAP	373,821	370,880	403,821	403,821	496,813
461	485	120	DSS	42,792	44,558	47,134	54,000	41,500
461	485	810	Pee Dee Coalition	9,120	9,120	9,120	50,000	14,120
461	485		Welfare Totals	425,733	424,558	460,075	507,821	552,433
471	451	100	Recreation	967,422	1,084,963	1,083,030	1,077,977	1,067,106
471	451	200	Lynches River Park	335,030	350,740	402,404	440,906	437,742
471	451	400	Tourism	24,778	32,863	324,008	319,008	324,008
471	451		Recreation Totals	1,327,230	1,468,566	1,809,442	1,837,891	1,828,856
471	455	000	County Library	3,520,209	3,606,763	3,605,622	3,697,324	3,628,157
471	486	620	Museum Commission	-	-	-	-	-
481	485	710	Literacy Council	4,515	4,515	4,515	4,515	4,515
			Total	\$ 46,590,495	\$ 48,640,964	\$ 52,394,780	\$56,629,806	\$54,125,434

Florence County
Fund 10

Function 411

Department 404 Solicitor

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	668,762	686,042	726,791	745,802	720,939
101	FICA CONTRIBUTION	49,147	50,139	55,600	57,054	55,152
102	INSURANCE-HEALTH & LIFE	64,238	72,918	90,424	108,241	93,888
103	STATE RETIREMENT CONTRIBUTION	56,224	64,480	68,779	81,074	78,364
105	POLICE RETIREMENT II CONTRIBUTION	8,865	9,340	9,750	-	-
112	WORKMENS COMPENSATION BENEFIT	1,147	914	26,455	-	26,455
113	UNEMPLOYMENT INSURANCE BENEFIT	7,172	-	1,574	-	1,574
		<u>855,555</u>	<u>883,833</u>	<u>979,373</u>	<u>992,171</u>	<u>976,372</u>
Operational Expenses						
1100	SPLYS & PRTG	13,851	14,654	10,690	13,355	13,355
1300	DUES, SUBSCRIPTIONS	7,225	5,530	5,000	5,000	5,000
1402	PISTOL BONDS	179	-	50	50	50
1500	INSURANCE-VEHICLES	2,938	3,520	1,360	1,360	1,360
1501	INSURANCE-TORT/PROF LIABILITY	940	692	1,127	1,127	1,127
1505	INSURANCE- BUILDINGS & PROPERTY	592	760	593	593	593
3000	FUEL / GASOLINE AND DIESEL	25,088	27,515	13,000	13,000	13,000
4700	SPECIALIZED DEPT. SUPPLIES	2,750	394	2,313	2,313	2,313
4900	MAINT/REPAIRS (NON CONTRACT)	10,071	7,444	2,220	2,220	2,220
5000	POSTAGE	15,676	8,720	5,528	5,528	5,528
5100	TRAVEL & SUBSISTENCE	7,156	6,200	6,803	6,803	6,803
5200	TRAINING TO EMPLOYEES	-	1,500	1,500	1,500	1,500
6100	ELECTRICITY & GAS	11,264	10,820	12,000	12,000	12,000
6200	TELEPHONE	3,740	3,593	5,674	5,674	5,674
6300	WATER	1,288	1,365	1,200	1,200	1,200
6400	MAINT & SVC CNTRCTS	24,076	30,687	23,875	23,875	23,875
6800	BOOKS & PUBLICATIONS	1,460	2,500	-	-	-
		<u>128,294</u>	<u>125,894</u>	<u>92,933</u>	<u>95,598</u>	<u>95,598</u>
Capital Outlay						
9500	CAPITAL IMPROVEMENTS	-	33,943	-	-	-
		-	<u>33,943</u>	-	-	-
Total		<u>983,849</u>	<u>1,043,670</u>	<u>1,072,306</u>	<u>1,087,769</u>	<u>1,071,970</u>

Personnel	Grade	Salaried/Hourly	Hours/Year
1 DEPUTY SOLICITOR II	30	SALARIED	N/A
1 DEPUTY SOLICITOR I	28	SALARIED	N/A
4 ASST SOLICITOR I	24	SALARIED	N/A
1 ASST SOLICITOR I	24	SALARIED	1560
1 ADMINISTRATIVE MANAGER	22	SALARIED	N/A
1 JUVENILE JUSTICE SPECIALIST	11	HOURLY	1950
1 VICTIM WITNESS SPECIALIST	12	HOURLY	1950
1 OFFICE COORDINATOR/SOLIC	19	HOURLY	1950
1 DUI PROSECUTOR	24	SALARIED	N/A
1 SECRETARY III	11	HOURLY	1950
1 VICTIM WITNESS ADVOCATE	16	HOURLY	1950
14 TOTAL			

Florence County
Fund 10

Function 411 Department 405 Judge of Probate Court

Department Expenses		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
Personal Services						
100	SALARIES & WAGES	357,016	358,695	359,066	409,059	409,059
101	FICA CONTRIBUTION	25,477	25,712	27,469	31,293	31,293
102	INSURANCE-HEALTH & LIFE	48,599	48,841	55,691	62,986	58,025
103	STATE RETIREMENT CONTRIBUTION	33,777	37,901	37,934	44,428	44,428
111	EMPLOYEE DEATH BENEFIT	-	-	-	3,062	3,062
112	WORKMENS COMPENSATION BENEFIT	3,396	1,168	1,000	-	-
115	WAGES O/T	-	-	-	9,000	-
		<u>468,265</u>	<u>472,317</u>	<u>481,160</u>	<u>559,828</u>	<u>545,867</u>
Operational Expenses						
1100	SPLYS & PRTG	7,842	9,957	9,000	13,000	13,000
1300	DUES, SUBSCRIPTIONS	732	521	874	874	874
1400	SURETY BONDS	367	218	640	640	640
1501	INSURANCE-TORT/PROFESS. LIABILITY	694	694	1,145	1,145	1,145
3100	RENTS AND LEASES / EQUIPMENT	973	472	1,500	1,500	1,500
4900	MAINT/REPAIRS (NON CONTRACT)	424	212	756	756	756
5000	POSTAGE	2,170	1,920	1,800	1,000	1,000
5100	TRAVEL & SUBSISTENCE	-	782	1,200	2,000	2,000
5200	TRAINING TO EMPLOYEES	195	220	600	1,000	1,000
6200	TELEPHONE	1,101	1,120	1,250	1,250	1,250
6400	MAINT & SVC CNTRCTS	2,992	3,083	3,100	3,000	3,000
6900	ADVERTISING AND PROMOTION	15,426	17,431	10,694	12,000	12,000
		<u>32,916</u>	<u>36,630</u>	<u>32,559</u>	<u>38,165</u>	<u>38,165</u>
Total		<u>501,181</u>	<u>508,947</u>	<u>513,719</u>	<u>597,993</u>	<u>584,032</u>

Personnel	Grade	Salaries/Hourly	Hours/Year
1 PROBATE JUDGE	N/A	SALARIED	N/A
1 DEPUTY JUDGE OF PROBATE	22	SALARIED	N/A
1 CLERK OF PROBATE COURT	14	HOURLY	1950
1 LEGAL AUDIT CLERK	12	HOURLY	1950
5 LEGAL RECORDS CLERK IV	11	HOURLY	1950

9 TOTAL

Personnel changes included in budget:

2 LEGAL RECORDS CLERK IV	11	HOURLY	1950
--------------------------	----	--------	------

RECLASS DEPUTY JUDGE OF PROBATE (GRADE 22) TO ASSOCIATE JUDGE (GRADE 23)
 RECLASS CLERK OF PROBATE COURT (GRADE 14) TO CLERK/ADMINISTRATOR (GRADE 15)
 RECLASS LEGAL AUDIT CLERK (GRADE 12) TO GUARDIAN CLERK (GRADE 13)
 RECLASS LEGAL RECORDS CLERK IV (GRADE 11) (SLOT 008) TO MARRIAGE LICENSE CLERK (GRADE 12)
 RECLASS LEGAL RECORDS CLERK IV (GRADE 11) (SLOT 006) TO ESTATE AND PROBATE CLERK (GRADE 12)
 RECLASS LEGAL RECORDS CLERK IV (GRADE 11) (SLOT 009) TO ESTATE AND PROBATE CLERK (GRADE 12)
 RECLASS LEGAL RECORDS CLERK IV (GRADE 11) (SLOT 007) TO MENTAL COMM. CLERK (GRADE 13)

Florence County
Fund 10

Function 411 Department 412 Division 000 Human Resources

Division Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	176,293	172,373	178,201	211,441	211,441
101	FICA CONTRIBUTION	12,692	12,300	13,632	16,175	16,175
102	INSURANCE-HEALTH & LIFE	24,785	25,633	28,661	27,085	24,945
103	STATE RETIREMENT CONTRIBUTION	16,696	18,212	18,819	22,974	22,974
112	WORKERS COMPENSATION	647	572	937	937	937
113	UNEMPLOYMENT INS. BENEFITS	-	-	475	475	475
		<u>231,113</u>	<u>229,090</u>	<u>240,725</u>	<u>279,087</u>	<u>276,947</u>
Operational Expenses						
1100	SPLYS & PRTG	7,895	6,814	8,181	9,500	9,500
1300	DUES, SUBSCRIPTIONS	1,160	1,599	1,000	1,000	1,000
1501	INSURANCE-TORT/PROFESS. LIABILITY	579	579	724	724	724
3100	RENTS AND LEASES / EQUIPMENT	1,998	1,344	1,600	1,600	1,600
5000	POSTAGE	1,993	1,769	1,688	1,688	1,688
5100	TRAVEL & SUBSISTENCE	-	248	1,300	1,300	1,300
5200	TRAINING TO EMPLOYEES	-	696	1,200	1,200	1,200
6200	TELEPHONE	1,056	1,006	1,050	1,050	1,050
6400	MAINT & SVC CNTRCTS	-	1,316	2,150	2,150	2,150
6800	BOOKS & PUBLICATIONS	-	-	800	800	800
		<u>14,681</u>	<u>15,371</u>	<u>19,693</u>	<u>21,012</u>	<u>21,012</u>
Capital Outlay						
9200	EQUIPMENT	-	-	1,500	-	-
9500	COMPUTER EQUIPMENT	-	662	500	1,000	1,000
9512	COMPUTER EQUIP/ SOFTWARE	-	-	-	5,000	5,000
		<u>-</u>	<u>662</u>	<u>2,000</u>	<u>6,000</u>	<u>6,000</u>
Total		<u>245,794</u>	<u>245,123</u>	<u>262,418</u>	<u>306,099</u>	<u>303,959</u>

Personnel	Grade	Salaried/Hourly	Hours/Year
1 HUMAN RESOURCES DIRECTOR	36	SALARIED	N/A
1 HUMAN RESOURCES COORDINATOR	22	SALARIED	N/A
1 BENEFITS SPECIALIST	14	HOURLY	1950
1 HUMAN RESOURCES TECHNICIAN	12	HOURLY	1950
1 ADMINISTRATIVE ASSISTANT	12	HOURLY	1950

5 TOTAL

Personnel changes included in budget:

RECLASS HUMAN RESOURCES TECHNICIAN (GRADE 12) TO HUMAN RESOURCES SPECIALIST (GRADE 13)

Capital

MISCELLANEOUS FURNITURE	1,000
MISCELLANEOUS COMPUTER EQUIPMENT	<u>5,000</u>

Total	<u>6,000</u>
-------	--------------

Florence County
Fund 10

Function 411 Department 412 Division 900 Human Resources - Non-Department

Division Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
101 FICA CONTRIBUTION		299	970	1,200	1,200	1,200
114 NON-CASH COMP BENEFITS		64,335	65,254	-	-	-
132 BPS EXP (OSHA)--VACCINE		4,872	4,450	1,000	1,000	1,000
133 RANDOM DRUG TESTING		14,226	14,380	14,000	14,000	17,400
136 EMPLOYEE ASSISTANCE PROGRAM		17,182	17,220	18,000	18,000	18,000
161 EMPLOYEE ACTIVITIES		24,499	30,278	32,000	32,000	32,000
		<u>125,413</u>	<u>132,552</u>	<u>66,200</u>	<u>66,200</u>	<u>69,600</u>
Operational Expenses						
1200 CONSULTING/TECH FEES		3,164	2,856	2,500	2,500	2,500
5200 TRAINING TO EMPLOYEES		-	-	-	1,900	1,900
5210 TUTION ASSISTANCE PROGRAM		8,505	8,510	11,000	9,100	9,100
6900 ADVERTISING AND PROMOTION		6,199	8,905	7,887	12,000	12,000
9891 PERSONAL USE / COUNTY VEHICLES		(64,335)	(65,254)	-	-	-
		<u>(46,467)</u>	<u>(44,983)</u>	<u>21,387</u>	<u>25,500</u>	<u>25,500</u>
Total		<u>78,946</u>	<u>87,569</u>	<u>87,587</u>	<u>91,700</u>	<u>95,100</u>

NOTE: The tuition assistance program appropriated above is to provide assistance to County employees who wish to further their education in an area of study beneficial to the County.

Florence County
Fund 10

Division 411 Department 412 Human Resources - SUMMARY

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	176,293	172,373	178,201	211,441	211,441
101	FICA CONTRIBUTION	12,991	13,270	14,832	17,375	17,375
102	INSURANCE-HEALTH & LIFE	24,785	25,633	28,661	27,085	24,945
103	STATE RETIREMENT CONTRIBUTION	16,696	18,212	18,819	22,974	22,974
112	WORKMENS COMPENSATION	647	572	937	937	937
113	UNEMPLOYMENT INSURANCE	-	-	475	475	475
114	NON-CASH COMP BENEFITS	64,335	65,254	-	-	-
132	BPS EXP (OSHA)--VACCINE	4,872	4,450	1,000	1,000	1,000
133	RANDOM DRUG TESTING	14,226	14,380	14,000	14,000	17,400
136	EMPLOYEE ASSISTANCE PROGRAM	17,182	17,220	18,000	18,000	18,000
161	EMPLOYEE ACTIVITIES	24,499	30,278	32,000	32,000	32,000
		356,526	361,642	306,925	345,287	346,547
Operational Expenses						
1100	SPLYS & PRTG	7,895	6,814	8,181	9,500	9,500
1200	CONSULTING/TECH FEES	3,164	2,856	2,500	2,500	2,500
1300	DUES, SUBSCRIPTIONS	1,160	1,599	1,000	1,000	1,000
1501	INSURANCE-TORT/PROFESS. LIABILITY	579	579	724	724	724
3100	RENTS AND LEASES / EQUIPMENT	1,998	1,344	1,600	1,600	1,600
5000	POSTAGE	1,993	1,769	1,688	1,688	1,688
5100	TRAVEL & SUBSISTENCE	-	248	1,300	1,300	1,300
5200	TRAINING TO EMPLOYEES	-	696	1,200	3,100	3,100
5210	TUTION ASSISTANCE PROGRAM	8,505	8,510	11,000	9,100	9,100
6200	TELEPHONE	1,056	1,006	1,050	1,050	1,050
6400	MAINT & SVC CNTRCTS	-	1,316	2,150	2,150	2,150
6800	BOOKS & PUBLICATIONS	-	-	800	800	800
6900	ADVERTISING AND PROMOTION	6,199	8,905	7,887	12,000	12,000
9891	PERSONAL USE/ COUNTY VEHICLES	(64,335)	(65,254)	-	-	-
		(31,786)	(29,612)	41,080	46,512	46,512
Capital Outlay						
9200	EQUIPMENT	-	-	1,500	-	-
9500	COMPUTER EQUIPMENT	-	662	500	1,000	1,000
9512	COMPUTER EQUIP/ SOFTWARE	-	-	-	5,000	5,000
		-	662	2,000	6,000	6,000
Total		324,740	332,692	350,005	397,799	399,059

Florence County
Fund 10

Function 411 Department 413 Division 100 Procurement Department

Division Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	85,724	95,703	144,048	144,048	144,048
101	FICA CONTRIBUTION	5,545	6,070	11,020	11,020	11,020
102	INSURANCE-HEALTH & LIFE	18,174	21,857	33,102	36,412	33,536
103	STATE RETIREMENT CONTRIBUTION	7,838	10,124	15,213	15,843	15,843
112	WORKMENS COMPENSATION BENEFIT	136	144	236	-	-
113	UNEMPLOYMENT INSURANCE BENEFIT	-	-	239	-	-
200	PART TIME- ALL OTHERS	7,138	-	-	-	-
		<u>124,555</u>	<u>133,898</u>	<u>203,858</u>	<u>207,323</u>	<u>204,447</u>
Operational Expenses						
1100	SPLYS & PRTG	2,100	3,709	3,200	3,200	3,200
1300	DUES, SUBSCRIPTIONS	410	410	420	420	420
1501	INSURANCE-TORT/PROFESS. LIABILITY	579	556	579	579	579
1615	CENTRAL COPYING/COST LESS REIMBSMTS	-	(2,950)	100	100	100
1616	CENTRAL MAIL RM/COST LESS REIMBSMTS	-	2,779	-	-	-
3000	FUEL/GASOLINE & DIESEL	84	25	50	50	50
3100	RENTS AND LEASES / EQUIPMENT	2,913	1,888	2,000	2,000	2,000
4900	MAINT/REPAIRS (NOT UNDER CONTRACT)	1,009	1,336	1,500	1,500	1,500
5000	POSTAGE	315	62	500	500	500
5100	TRAVEL & SUBSISTENCE	489	1,035	1,000	1,000	1,000
5200	TRAINING TO EMPLOYEES	979	2,360	2,000	2,000	2,000
6200	TELEPHONE	1,304	1,329	1,200	1,200	1,200
6900	ADVERTISING & PROMOTION	440	-	-	-	-
		<u>10,622</u>	<u>12,539</u>	<u>12,549</u>	<u>12,549</u>	<u>12,549</u>
Total		<u>135,177</u>	<u>146,437</u>	<u>216,407</u>	<u>219,872</u>	<u>216,996</u>

Personnel	Grade	Salaried/Hourly	Hours/Year
1 PROCUREMENT DIRECTOR	36	SALARIED	N/A
1 PROCUREMENT SPECIALIST II	18	HOURLY	1950
1 PROCUREMENT SPECIALIST I	13	HOURLY	1950
1 PROCUREMENT TECHNICIAN	10	HOURLY	1950
4 TOTAL			

FLORENCE COUNTY
Fund 10

Function 411 Department 485 Direct Assistance

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Operational Expenses						
Division 130	Pee Dee CAA					
	9000 DIRECT ASSISTANCE	9,120	9,120	9,120	9,120	9,120
		<u>9,120</u>	<u>9,120</u>	<u>9,120</u>	<u>9,120</u>	<u>9,120</u>
Division 290	Senior Citizen's Association					
	9000 DIRECT ASSISTANCE	9,120	9,120	9,120	15,000	9,120
		<u>9,120</u>	<u>9,120</u>	<u>9,120</u>	<u>15,000</u>	<u>9,120</u>
Division 410	Florence Regional Airport Commission					
	8900 RESERVED	82,131	82,131	82,131	82,131	82,131
		<u>82,131</u>	<u>82,131</u>	<u>82,131</u>	<u>82,131</u>	<u>82,131</u>
Division 420	PD Regional Transportation Authority					
	9000 DIRECT ASSISTANCE	13,680	13,680	13,680	78,778	13,680
		<u>13,680</u>	<u>13,680</u>	<u>13,680</u>	<u>78,778</u>	<u>13,680</u>
Division 510	Soil & Water Conservation					
	9000 DIRECT ASSISTANCE	3,482	3,482	3,482	3,482	3,482
		<u>3,482</u>	<u>3,482</u>	<u>3,482</u>	<u>3,482</u>	<u>3,482</u>
Division 520	County Agent - Clemson Extension					
	9000 DIRECT ASSISTANCE	4,560	4,560	4,560	4,560	4,560
		<u>4,560</u>	<u>4,560</u>	<u>4,560</u>	<u>4,560</u>	<u>4,560</u>
Division 610	City-County Stadium Commission					
	9000 DIRECT ASSISTANCE	4,652	4,652	4,652	4,652	4,652
		<u>4,652</u>	<u>4,652</u>	<u>4,652</u>	<u>4,652</u>	<u>4,652</u>
Division 850	Florence Area Humane Society					
	9000 DIRECT ASSISTANCE	4,560	4,560	4,560	4,560	4,560
		<u>4,560</u>	<u>4,560</u>	<u>4,560</u>	<u>4,560</u>	<u>4,560</u>
Division 910	Pee Dee Regional Council of Govmnts					
	1300 DUES, SUBSCRIPTIONS	82,131	82,131	82,131	82,131	82,131
		<u>82,131</u>	<u>82,131</u>	<u>82,131</u>	<u>82,131</u>	<u>82,131</u>
Division 990	Legislative Delegation Office					
	9000 DIRECT ASSISTANCE	4,560	4,560	4,560	4,560	4,560
		<u>4,560</u>	<u>4,560</u>	<u>4,560</u>	<u>4,560</u>	<u>4,560</u>
TOTAL DIRECT ASSISTANCE- GENERAL GOVERNMENT		<u>217,996</u>	<u>217,996</u>	<u>217,996</u>	<u>288,974</u>	<u>217,996</u>

FLORENCE COUNTY
Fund 10

Function 411 Department 488 Contingency

Department Expenses		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
<u>Operational Expense</u>						
	8800 CONTINGENCY	96,060	9,238	202,896	202,896	208,640
	8810 LEGISLATIVE DAY	9,500	9,500	9,500	9,500	9,500
		<u>105,560</u>	<u>18,738</u>	<u>212,396</u>	<u>212,396</u>	<u>218,140</u>
	Total	<u>105,560</u>	<u>18,738</u>	<u>212,396</u>	<u>212,396</u>	<u>218,140</u>

NOTES: The \$9,500 appropriation is Florence County's share of the cost of the annual Florence County Legislative Day held in Columbia.

FLORENCE COUNTY
Fund 10

Capital Outlay

8600 CAPITAL IMPROVEMENTS	-	-	1,000	1,000	1,000
9100 VEHICLES	102,595	514,250	490,615	675,557	568,892
9200 EQUIPMENT	61,457	66,555	29,558	86,728	74,975
9300 OFFICE FURNITURE & EQUIPMENT	1,973	997	2,500	2,500	2,500
9400 COMMUNICATIONS EQUIPMENT	13,388	811	39,562	39,562	3,480
9500 COMPUTER EQUIPMENT	19,204	25,329	-	-	-
9600 WEAPONS	5,314	2,506	-	9,000	4,000
9602 BULLET PROOF VESTS	10,335	33,044	5,400	14,000	14,000
	<u>214,266</u>	<u>643,492</u>	<u>568,635</u>	<u>828,347</u>	<u>668,847</u>
Total	<u>8,135,909</u>	<u>8,591,237</u>	<u>8,819,389</u>	<u>9,856,337</u>	<u>9,511,285</u>

Personnel	Grade	Salaried/Hourly	Hours/Year
1 SHERIFF	N/A	SALARIED	N/A
1 CHIEF DEPUTY SHERIFF	38	SALARIED	N/A
1 OFFICE COORDINATOR	17	HOURLY	2080
1 ADMINISTRATIVE MANAGER	27	SALARIED	N/A
2 CAPTAIN/UNIFORMED	27	SALARIED	N/A
1 CAPTAIN/INVESTIGATIONS	27	SALARIED	N/A
1 STAFF ATTORNEY/PIO	37	SALARIED	N/A
10 LIEUTENANT/UNIFORMED	23	SALARIED	N/A
2 LIEUTENANT/INVESTIGATOR	23	SALARIED	N/A
1 LIEUTENANT/BUSINESS RELATIONS	23	SALARIED	N/A
1 LIEUTENANT/TRAINING OFFICER	23	SALARIED	N/A
1 LIEUTENANT/SPECIAL OPERATIONS	23	SALARIED	N/A
23 INVESTIGATOR / SHERIFF	19	HOURLY	2220
1 LIEUTENANT/COURTROOM	23	SALARIED	N/A
6 SERGEANTS-SHIFT SERGEANTS	19	HOURLY	2220
41 DEPUTY SHERIFFS	15	HOURLY	2220
1 INVESTIGATOR/CDV	19	HOURLY	2220
1 SERGEANT-FLEET MANAGER	19	HOURLY	2220
6 CLERK II / ANALYST	9	HOURLY	2080
1 SERGEANT/TRAINING	19	HOURLY	2220
1 LIEUTENANT/FORENSICS	23	SALARIED	N/A
3 FORENSIC TECHNICIAN	17	HOURLY	2220
1 SERGEANT/WARRANTS	19	HOURLY	2220
2 EVIDENCE TECHNICIAN	16	HOURLY	2220
4 DEPUTY SHERIFF II/CEU	17	HOURLY	2220
1 FISCAL TECHNICIAN II	15	HOURLY	1950
1 FISCAL TECHNICIAN	13	HOURLY	2080
1 RECORDS MANAGER	16	HOURLY	2080
1 OFFICE MANAGER	12	HOURLY	2080
1 OFFICE MANAGER/NARCOTICS	12	HOURLY	2080
1 UCR MANAGER	12	HOURLY	2080
1 LEGAL RECORDS CLERK III	10	HOURLY	1950
1 CLERK II / WARRANTS	9	HOURLY	2080
1 SERGEANT/COMMUNITY AWARENESS	19	HOURLY	2220
1 SERGEANT/COURTROOM	19	HOURLY	2220
1 INVESTIGATOR/GANG-JUVENILE CRIME	19	HOURLY	2220
1 PROCESS MANAGER	12	HOURLY	2080
1 LIEUTENANT - DRUG ID ANALYST	23	SALARIED	N/A

125 TOTAL

Personnel changes included in budget:

THE FCSO WAGE AND SALARY ADMINISTRATION RECOMMENDATION DATED JANUARY 2014 IS FUNDED EFFECTIVE WITH THE FIRST FULL PAYROLL PERIOD BEGINNING AFTER JULY 1, 2014. THE NEW GRADES FOR THE AFFECTED POSITIONS ARE REFLECTED ABOVE.

FLORENCE COUNTY
Fund 10

Capital	Budget
MISC CAPITAL IMPROVEMENTS	1,000
REPLACE CHARGERS - MARKED (10)	241,650
REPLACE TAHOES (3)	82,500
REPLACE CHARGERS - UNMARKED (9)	217,485
REPLACE TRUCK - UNMARKED (1)	27,257
LIGHT BAR/SIREN COMBINATION (10)	17,200
UPPER/LOWER EDGE (12)	17,496
EQUIPMENT FOR MARKED CHARGERS	20,130
EQUIPMENT FOR TAHOES	4,380
EQUIPMENT FOR UNMARKED CHARGERS	14,229
MISC EQUIPMENT	1,540
MISC FURNITURE	2,500
MOTOROLA BATTERIES (40)	3,480
WEAPONS AND ACCESSORIES	4,000
BULLET PROOF VESTS	14,000
Total	668,847

FLORENCE COUNTY
Fund 10

Function 421 Department 421 Division 154 Sheriff's Office - Advocate & Services Registry

Division Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	39,310	41,053	40,186	40,686	40,686
101	FICA CONTRIBUTION	3,489	2,930	3,074	3,113	3,113
102	INSURANCE-HEALTH & LIFE	6,020	6,327	7,457	8,248	7,597
105	POLICE RETMNT II CONTRIBUTION	5,347	4,978	5,143	5,371	5,371
112	WORKMENS COMPENSATION BENEFIT	-	56	138	138	138
		<u>54,166</u>	<u>55,344</u>	<u>55,998</u>	<u>57,556</u>	<u>56,905</u>
Operational Expenses						
1500	INSURANCE-VEHICLE & BUILDING	648	627	1,000	1,000	1,000
1501	INSURANCE- TORT/PROFESSIONAL LIABILITY	723	723	723	723	723
3000	FUEL / GASOLINE AND DIESEL	3,109	3,387	3,900	3,900	3,900
5100	TRAVEL & SUBSISTENCE	85	-	-	-	-
6200	TELEPHONE	2,111	-	-	-	-
6481	CONTRACT-VEHICLE MAINTENANCE	217	-	333	333	333
8970	OPERATIONAL CHARGE BACK	(10,971)	(6,886)	(10,000)	-	(10,000)
		<u>(4,078)</u>	<u>(2,149)</u>	<u>(4,044)</u>	<u>5,956</u>	<u>(4,044)</u>
Total		<u>50,088</u>	<u>53,195</u>	<u>51,954</u>	<u>63,512</u>	<u>52,861</u>

Personnel	Grade	Salaried/Hourly	Hours/Year
1 LIEUTENANT/ADV SERVICES & REGISTRY	23	SALARIED	N/A

THE FCSO WAGE AND SALARY ADMINISTRATION RECOMMENDATION DATED JANUARY 2014 IS FUNDED EFFECTIVE WITH THE FIRST FULL PAYROLL PERIOD BEGINNING AFTER JULY 1, 2014. THE NEW GRADES FOR THE AFFECTED POSITIONS ARE REFLECTED ABOVE.

FLORENCE COUNTY
Fund 10

Function 421 Department 421 Division 190 Sheriff's Office - Spec Project

Division Expenses		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
<u>Operational Expenses</u>						
9000 DIRECT ASSISTANCE		32,000	32,000	32,000	32,000	32,000
		<u>32,000</u>	<u>32,000</u>	<u>32,000</u>	<u>32,000</u>	<u>32,000</u>
Total		<u>32,000</u>	<u>32,000</u>	<u>32,000</u>	<u>32,000</u>	<u>32,000</u>

FLORENCE COUNTY
Fund 10

Function 421 Department 421 Division 200 Sheriff's Office- County Jail

Division Expenses	11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
Personal Services					
100 SALARIES & WAGES	2,802,752	2,795,431	3,039,070	3,565,627	3,565,627
101 FICA CONTRIBUTION	228,486	219,441	246,641	286,923	286,923
102 INSURANCE-HEALTH & LIFE	489,776	471,565	547,920	690,193	635,795
103 STATE RETIREMENT CONTRIBUTION	50,876	68,555	69,621	75,607	75,607
105 POLICE RETMNT II CONTRIBUTION	301,293	290,369	327,703	408,069	408,069
112 WORKMENS COMPENSATION	55,392	44,188	77,355	77,355	77,355
113 UNEMPLOYMENT INSURANCE	23,780	6,188	19,100	19,100	19,100
115 WAGES-O/T	332,728	216,046	175,000	185,000	175,000
123 FRINGE/ UNIFORMS	2,057	2,175	2,083	2,083	2,083
132 BPS EXP (OSHA)- VACCINE & TRAINING	14	-	3,600	3,600	3,600
	<u>4,287,154</u>	<u>4,113,958</u>	<u>4,508,093</u>	<u>5,313,557</u>	<u>5,249,159</u>
Operational Expenses					
1100 SPLYS & PRTG	16,969	20,322	18,000	18,000	18,000
1300 DUES, SUBSCRIPTIONS	4,201	8,844	15,050	15,050	15,050
1301 LICENSE FEE - JAIL BOILER	275	50	275	275	275
1500 INSUR-VEH & BLDG	8,167	8,341	9,415	10,500	10,500
1501 INSURANCE - TORT PROFESS. LIABILITY	61,414	60,420	73,191	70,000	70,000
1504 INSURANCE- DATA PROCESSING	-	-	1,250	1,250	-
1505 INSURANCE - BUILDING & PROPERTY	18,355	22,825	23,495	24,000	24,000
2000 UNIFORMS & CLOTHES	18,156	24,823	45,451	45,451	35,451
2200 MEDICAL SUPPLIES	10,094	7,446	13,000	13,000	10,000
3000 FUEL / GASOLINE AND DIESEL	43,206	42,499	47,305	47,305	47,305
3100 RENTS AND LEASES / EQUIPMENT	28,689	26,226	26,500	26,500	26,500
3500 EQUIPMENT REPAIRS	15,591	18,502	14,000	18,000	18,000
4000 BUILDING MATERIALS	13,952	8,348	12,000	12,000	9,000
4100 PAINTING SUPPLIES	1,317	656	2,000	2,000	1,000
4300 ELECTRICAL SUPPLIES	7,922	4,227	5,500	5,500	5,500
4400 SMALL HAND TOOLS	1,005	877	1,100	1,100	1,100
4500 REPAIRS TO BLDGS	1,260	6,164	13,000	13,000	8,000
4700 SPECIALIZED DEPT. SUPPLIES	13,589	11,455	15,700	15,700	12,700
4705 SPECIALIZED SUPPLIES / INMATES	5,426	12,493	12,500	12,500	12,500
4708 INMATE SUPPLIES- INDEIGENT/ BASIC	12,446	14,255	14,500	14,500	14,500
4771 SUPPLIES(JAIL)SHEETS, TOWELS	21,895	53,929	24,000	30,000	25,000
4800 TITLES, TAGS, VEHICLES	-	-	50	50	50
4900 MAINT/REPAIRS (NON CONTRACT)	5,523	6,193	7,500	7,500	7,500
5000 POSTAGE	2,319	798	4,500	4,500	1,500
5100 TRAVEL & SUBSISTENCE	11,050	15,583	15,525	15,525	15,525
5200 TRAINING TO EMPLOYEES	3,325	11,509	8,500	8,500	8,500
5500 FOOD SERVICE (JAIL)	509,151	490,884	465,000	490,000	455,000
5520 KTCHN SPLYS & EXPNDBL EQPT	66,425	52,805	60,000	60,000	55,000
6100 ELECTRICITY & GAS	397,180	434,751	396,000	406,000	396,000
6170 PROPANE GAS (JAIL)	67,215	85,988	75,000	80,000	80,000
6200 TELEPHONE	21,978	17,516	20,000	20,000	20,000
6300 WATER	98,729	105,466	97,500	105,500	100,500
6400 MAINT & SVC CNTRCTS	173,489	221,060	185,670	185,670	170,670
6468 MAINT & SVC CNTRCTS- RMS/JMS SYSTEM	-	-	53,542	57,825	57,825
6470 CONTRACT-JUVENILE DETENTION	13,525	27,371	18,000	28,000	28,000
6472 CONTRACT-MEDICAL/DENTAL	160,205	166,169	112,110	112,110	112,110
6473 CONTRACT-PROGRAM SERVICES	32,000	34,640	35,532	35,532	35,532
6481 CONTRACT-VEHICLE MAINTENANCE FVS	12,510	4,894	8,477	8,625	8,625
6550 RADIO SYSTEM/NON-800 MHZ MAINTENANCE	354	1,197	1,100	1,100	1,100
6670 JANITORIAL (JAIL)	91,795	97,793	95,000	95,000	95,000
6800 BOOKS & PUBLICATIONS	165	879	765	765	765
8200 NON-EXPENDABLE SUPPLIES	3,166	1,510	2,500	2,500	2,500
8400 EQUIPMENT LESS THAN \$1,000	13,201	5,696	7,500	14,500	4,500
	<u>1,987,234</u>	<u>2,135,404</u>	<u>2,057,003</u>	<u>2,134,833</u>	<u>2,020,583</u>

FLORENCE COUNTY
Fund 10

Capital Outlay

8600 CAPITAL IMPROVEMENTS	25,768	99,419	61,200	61,200	31,200
9100 VEHICLES	-	50,333	24,500	75,257	51,257
9200 EQUIPMENT	-	18,810	2,400	2,400	2,400
9300 OFFICE FURNITURE & EQUIPMENT	4,065	5,004	1,000	1,000	1,000
9500 COMPUTER EQUIPMENT	49,765	90,573	23,500	99,500	41,750
9600 WEAPONS	3,351	12,317	5,625	5,625	5,625
9602 BULLET PROOF VESTS	3,531	1,609	3,313	3,313	3,313
	<u>86,480</u>	<u>278,065</u>	<u>121,538</u>	<u>248,295</u>	<u>136,545</u>
Total	<u>6,360,868</u>	<u>6,527,427</u>	<u>6,686,634</u>	<u>7,696,685</u>	<u>7,406,287</u>

Personnel	Grade	Salaried/Hourly	Hours/Year
1 DETENTION CENTER DIRECTOR	32	SALARIED	N/A
1 CAPTAIN/DEPUTY ADMINISTRATOR	27	SALARIED	N/A
3 LIEUTENANT (JAIL)	23	SALARIED	N/A
1 LIEUTENANT/SECURITY	23	SALARIED	N/A
1 SERGEANT/ SECURITY (JAIL)	19	HOURLY	2220
1 SERGEANT/TRAINING OFCR (JAIL)	19	HOURLY	2220
1 SERGEANT/COURT OFFICER (JAIL)	19	HOURLY	2220
5 SERGEANT/SHIFT SUPV (JAIL)	19	HOURLY	2220
5 CORRECTIONAL CORPORAL	17	HOURLY	2220
56 CORRECTIONAL OFFICERS	13	HOURLY	2220
1 REGISTERED NURSE	27	SALARIED	N/A
3 LPN	19	HOURLY	2080
1 PHYSICIAN (PT)	N/A	SALARIED	N/A
1 FOOD SVC DIRECTOR (JAIL)	19	SALARIED	N/A
3 COOK (JAIL)	11	HOURLY	2080
1 OFFICE MANAGER (JAIL)	12	HOURLY	2080
1 CLERK-INMATE SERVICES	11	HOURLY	2080
1 CLERK I/RECEPTION	9	HOURLY	2080
1 MAINTENANCE SUPERVISOR (JAIL)	22	SALARIED	N/A
2 MAINTENANCE TECHNICIAN (JAIL)	12	HOURLY	2080
1 CUSTODIAN III (JAIL)	12	HOURLY	2080
2 CUSTODIAN II (JAIL)	10	HOURLY	2080
2 RELEASE CORRECTIONAL OFFICERS	13	HOURLY	2220
1 SYSTEMS ADMINISTRATOR	23	HOURLY	2080
1 PREA INVESTIGATOR	19	HOURLY	2220

96 TOTAL

Personnel changes included in budget:

THE FCSO WAGE AND SALARY ADMINISTRATION RECOMMENDATION DATED JANUARY 2014 IS FUNDED EFFECTIVE WITH THE FIRST FULL PAYROLL PERIOD BEGINNING AFTER JULY 1, 2014. THE NEW GRADES FOR THE AFFECTED POSITIONS ARE REFLECTED ABOVE.

Capital	Budget
UPGRADE TO BUILDING	31,200
REPLACE VAN	24,000
REPLACE TRUCK	27,257
MISC EQUIPMENT	2,400
MISC FURNITURE	1,000
REPLACE COMPUTER EQUIPMENT	41,750
NEW AND REPLACEMENT TASERS	5,625
BULLET PROOF VESTS	3,313
Total	<u>136,545</u>

FLORENCE COUNTY
Fund 10

Function 461 Department 485 Direct Assistance

Department Expenses		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
Operational Expenses						
Division 110 Finance / MIAP Administration						
6400	MAINT & SVC CONTRACTS	49,331	49,331	49,331	49,331	49,331
9001	MEDICALLY INDIGENT ASSTNC FUND	324,490	321,549	354,490	354,490	447,482
		<u>373,821</u>	<u>370,880</u>	<u>403,821</u>	<u>403,821</u>	<u>496,813</u>
Division 120 DSS						
6200	TELEPHONE	32,993	37,057	27,900	25,000	15,000
6210	TELEPHONE-LAKE CITY DSS	9,799	7,501	8,234	5,000	2,500
6400	MAINT. AND SERVICE CONTRACTS	-	-	11,000	24,000	24,000
		<u>42,792</u>	<u>44,558</u>	<u>47,134</u>	<u>54,000</u>	<u>41,500</u>
Division 810 Pee Dee Coalition						
9000	DIRECT ASSISTANCE	9,120	9,120	9,120	50,000	14,120
		<u>9,120</u>	<u>9,120</u>	<u>9,120</u>	<u>50,000</u>	<u>14,120</u>
TOTAL DIRECT ASSISTANCE- WELFARE		<u>425,733</u>	<u>424,558</u>	<u>460,075</u>	<u>507,821</u>	<u>552,433</u>

FLORENCE COUNTY
Fund 10

Function 471 Department 451 Division 100 Recreation

Division Expenses	11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
Personal Services					
100 SALARIES & WAGES	332,786	340,179	348,469	339,362	335,102
101 FICA CONTRIBUTION	24,570	25,210	26,658	25,961	25,635
102 INSURANCE-HEALTH & LIFE	56,380	57,133	72,035	73,854	68,034
103 STATE RETIREMENT CONTRIBUTION	30,258	35,010	36,224	36,257	35,792
112 WORKER'S COMP	6,609	5,588	7,841	7,841	7,841
113 UNEMPLOYMENT INS. BENEFITS	-	-	794	794	794
115 WAGES O/T	3,736	6,440	6,534	6,534	6,534
128 FRINGE/SAFETY SHOES	-	215	400	400	400
170 TRANSFER FROM DIVISION 400	(24,173)	(32,231)	(34,917)	(34,917)	(34,917)
200 P-TIME / ALL OTHER	-	-	888	888	888
	<u>430,166</u>	<u>437,544</u>	<u>464,926</u>	<u>456,974</u>	<u>446,103</u>
Operational Expenses					
1100 SPLYS & PRTG	6,416	5,602	5,120	5,120	5,120
1200 CONSULTING & TECH FEES	8,629	4,123	6,000	4,915	4,915
1221 CONSULTING/ ARCHITECT SVS	-	-	-	2,000	2,000
1300 DUES, SUBSCRIPTIONS	1,860	3,698	2,850	4,250	4,250
1301 LICENSE FEES	163	95	250	250	250
1500 INSUR-VEH & BLDG	5,153	5,288	5,800	5,800	5,800
1501 INSURANCE-TORT/PROFESS. LIABILITY	1,127	2,887	5,000	3,217	3,217
1505 INSURANCE-BLDGS & PROPERTY	25,142	26,103	25,500	28,000	28,000
1508 INSURANCE-INLAND MARINE	883	1,054	1,075	1,500	1,500
1510 INSURANCE-CLAIMS NOT COVERED	371	-	500	500	500
2000 UNIFORMS AND CLOTHES	3,743	3,518	4,000	4,000	4,000
3000 FUEL / GASOLINE AND DIESEL	37,602	37,964	38,000	38,900	38,900
3100 RENTS AND LEASES / EQUIPMENT	1,470	772	1,380	1,380	1,380
3400 RENTS AND LEASES / LAND	1,168	320	1,000	635	635
4590 BLDG REPAIR-RECREATION DEPT-HQ	-	-	850	850	850
4700 SPECIALIZED DEPT. SUPPLIES	48,511	60,687	41,433	41,433	41,433
4800 TITLES, TAGS, VEHICLES	47	17	50	50	50
4900 MAINT/REPAIRS (NON CONTRACT)	11,020	20,059	7,000	7,000	7,000
5000 POSTAGE	2,757	1,709	3,000	3,000	3,000
5100 TRAVEL & SUBSISTENCE	3,756	4,248	4,000	4,000	4,000
5200 TRAINING TO EMPLOYEES	1,130	1,182	2,000	2,000	2,000
5515 FOOD & BEVERAGE	2,544	7,035	5,500	5,500	5,500
6100 ELECTRICITY & GAS	90,700	83,404	77,500	77,500	77,500
6190 ELEC & GAS- RECREATION DEPT- HQ	6,562	7,357	6,000	6,000	6,000
6200 TELEPHONE	6,367	6,497	6,000	5,907	5,907
6300 WATER	10,215	9,760	9,000	8,500	8,500
6390 WATER-RECREATION DEPT- HQ	1,351	1,486	1,500	1,500	1,500
6400 MAINT & SVC CNTRCTS	149,449	128,852	152,830	152,830	152,830
6481 VEH EQPT MAINT CONTR-MLS	15,190	5,501	17,834	17,834	17,834
6490 MAINT & SVC CNTRCTS-RECREATION DPT-HQ	544	66	1,000	1,000	1,000
6600 CLEANING & SANITATION	1,986	1,121	2,000	2,000	2,000
6900 ADVERTISING AND PROMOTION	5,544	6,058	5,432	5,432	5,432
9010 DIRECT ASSISTANCE - CAPITAL PROJECTS	15,046	13,503	14,950	14,950	14,950
9065 UMPIRES/OFFICIALS	1,640	1,403	3,000	2,500	2,500
9069 FRANCHISE FEES	3,177	3,255	1,500	1,500	1,500
9070 YOUTH BASKETBALL LEAGUES	879	850	1,500	1,500	1,500
9075 COACHES CERTIFICATION	1,140	900	2,250	2,250	2,250
9080 PAYMENTS TO LEAGUES	82,245	89,210	79,000	79,000	79,000
9090 PAYMENTS FOR CLASSES	-	-	500	500	500
9092 AEROBICS/SPECIAL PROGRAMS	-	566	500	500	500
	<u>555,527</u>	<u>546,150</u>	<u>542,604</u>	<u>545,503</u>	<u>545,503</u>

Florence County
Fund 155

Function 411 Department 404 Solicitor Check Law Office

Division Expenses		11/12 Actual	12/13 Actual	13/14 Budget	14/15 Requested	14/15 Budget
Personal Services						
100	SALARIES AND WAGES	33,975	50,618	121,671	121,671	121,671
101	FICA CONTRIBUTION	1,902	3,425	9,308	9,308	9,308
102	INSURANCE - HEALTH AND LIFE	9,874	15,060	35,202	38,437	35,407
103	STATE RETIREMENT CONTRIBUTION	2,774	5,336	12,826	13,189	13,189
200	PART-TIME	82,235	24,793	51,683	-	-
		<u>130,760</u>	<u>99,232</u>	<u>230,069</u>	<u>182,605</u>	<u>179,575</u>
Operational Expenses						
1501	INSURANCE - TORT	46	46	-	-	-
4900	MAINT/REPAIRS	575	7,051	-	-	-
		<u>621</u>	<u>7,097</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total		<u>131,381</u>	<u>106,329</u>	<u>230,069</u>	<u>182,605</u>	<u>179,575</u>

Personnel	Grade	Salaries/Hourly	Hours/Year
4 SECRETARY III	11	HOURLY	1950
1 CLERK III	8	HOURLY	1950
5 TOTAL			

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2014/2015

FIRE AND FIRST RESPONDER FUND // FUND 161

SUMMARY OF REVENUES AND OTHER FUNDING SOURCES

GENERAL PROPERTY TAX AND LOCAL SALES TAX

311-300-100-0000	Current Ad Valorem (20.5 Mills)	\$ 4,727,410
311-302-100-0000	Fees in Lieu of Taxes	200,000
		<u>4,927,410</u>

TOTAL REVENUE AND OTHER SOURCES	\$ <u>4,927,410</u>
--	----------------------------

SUMMARY OF APPROPRIATIONS

United Fire Protection - West Florence	\$ 1,183,491
United Fire Protection - Windy Hill	971,256
United Fire Protection - Howe Springs	1,042,988
United Fire Protection - Hannah/Salem	381,370
United Fire Protection - Olanta	299,915
United Fire Protection - Sardis Timmons ville	387,995
United Fire Protection - Johnsonville	499,563
United Fire Protection - Administrative	<u>160,832</u>

TOTAL APPROPRIATIONS	\$ <u>4,927,410</u>
-----------------------------	----------------------------

Florence County
Fund 161

unction 451 Department 428 Division 100 United Fire Protection - West Florence

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	600,000
101	FICA CONTRIBUTION	-	-	-	-	40,000
102	INSURANCE-HEALTH & LIFE	-	-	-	-	60,000
105	POLICE RETIREMENT CONTRIBUTION	-	-	-	-	60,000
113	UNEMPLOYMENT INSURANCE	-	-	-	-	2,500
123	FRINGE/UNIFORMS	-	-	-	-	15,000
128	SAFETY SHOES	-	-	-	-	2,000
		-	-	-	-	779,500
Operational Expenses						
1100	SPLYS & PRTG	-	-	-	-	6,000
1200	CONSULTING/TECH FEES	-	-	-	-	2,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	2,500
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	30,660
1501	INSURANCE- TORT/PROFESS LIABILITY	-	-	-	-	10,071
1505	INSURANCE - BUILDINGS & PROPERTY	-	-	-	-	10,000
1508	INSURANCE - INLAND MARINE	-	-	-	-	1,500
1550	INSURANCE- EQUIPMENT	-	-	-	-	5,000
2000	UNIFORMS & CLOTHES	-	-	-	-	20,000
2200	MEDICAL SUPPLIES	-	-	-	-	5,000
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	60,000
3500	EQUIPMENT REPAIRS	-	-	-	-	15,000
4500	REPAIRS TO BLDGS	-	-	-	-	30,000
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	20,000
4900	MAINT/REPAIRS (NON CONTRACT)	-	-	-	-	50,000
5100	TRAVEL & SUBSISTENCE	-	-	-	-	5,000
5200	TRAINING TO EMPLOYEES	-	-	-	-	12,000
5201	FIREFIGHTER PROGRAMS	-	-	-	-	10,000
6100	ELECTRICITY & GAS	-	-	-	-	30,000
6200	TELEPHONE	-	-	-	-	15,000
6300	WATER	-	-	-	-	6,000
6400	MAINT & SVC CNTRCTS	-	-	-	-	10,000
6403	EQUIPMENT TESTING	-	-	-	-	6,000
8820	WELLNESS PROGRAMS	-	-	-	-	13,000
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	5,000
9999	MISCELLANEOUS	-	-	-	-	6,260
		-	-	-	-	385,991
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	18,000
		-	-	-	-	18,000
Total		-	-	-	-	1,183,491

Florence County
Fund 161

Function 451 Department 428 Division 120 United Fire Protection - Windy Hill

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	432,000
101	FICA CONTRIBUTION	-	-	-	-	39,551
102	INSURANCE-HEALTH & LIFE	-	-	-	-	64,763
103	STATE RETIREMENT CONTRIBUTION	-	-	-	-	67,262
200	CONTRACT LABOR	-	-	-	-	2,500
		-	-	-	-	606,076
Operational Expenses						
1100	SPLYS & PRTG	-	-	-	-	4,700
1200	CONSULTING/TECH FEES	-	-	-	-	2,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	2,500
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	70,000
1900	PHYSICALS	-	-	-	-	12,250
2000	UNIFORMS & CLOTHES	-	-	-	-	12,700
2200	MEDICAL SUPPLIES	-	-	-	-	4,700
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	41,000
3500	EQUIPMENT REPAIRS	-	-	-	-	12,000
4300	BUILDING SUPPLIES	-	-	-	-	10,000
4500	REPAIRS TO BLDGS	-	-	-	-	20,000
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	17,000
4900	MAINT/REPAIRS (NON CONTRACT)	-	-	-	-	41,000
5100	TRAVEL & SUBSISTENCE	-	-	-	-	2,800
5200	TRAINING TO EMPLOYEES	-	-	-	-	12,000
5201	FIREFIGHTER PROGRAMS	-	-	-	-	10,550
6100	ELECTRICITY & GAS	-	-	-	-	29,000
6200	TELEPHONE	-	-	-	-	12,530
6300	WATER	-	-	-	-	5,900
6400	MAINT & SVC CNTRCTS	-	-	-	-	17,300
6800	BOOKS AND PUBLICATIONS	-	-	-	-	2,100
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	4,800
9999	MISCELLANEOUS	-	-	-	-	350
		-	-	-	-	347,180
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	18,000
		-	-	-	-	18,000
Total		-	-	-	-	971,256

Florence County
Fund 161

Function 451 Department 428 Division 130 United Fire Protection - Howe Springs

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	458,100
101	FICA CONTRIBUTION	-	-	-	-	40,261
102	INSURANCE-HEALTH & LIFE	-	-	-	-	60,000
103	STATE RETIREMENT CONTRIBUTION	-	-	-	-	49,800
		-	-	-	-	608,161
Operational Expenses						
1100	SPLYS & PRGTG	-	-	-	-	8,850
1200	CONSULTING/TECH FEES	-	-	-	-	2,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	2,500
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	66,000
1501	INSURANCE- TORT/PROFESS LIABILITY	-	-	-	-	15,000
1505	INSURANCE - BUILDINGS & PROPERTY	-	-	-	-	15,000
1900	PHYSICALS	-	-	-	-	16,000
2000	UNIFORMS & CLOTHES	-	-	-	-	22,142
2200	MEDICAL SUPPLIES	-	-	-	-	5,330
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	50,000
3500	EQUIPMENT REPAIRS	-	-	-	-	12,000
4300	BUILDING SUPPLIES	-	-	-	-	10,000
4500	REPAIRS TO BLDGS	-	-	-	-	20,000
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	20,000
4900	MAINT/REPAIRS (NON CONTRACT)	-	-	-	-	50,000
5100	TRAVEL & SUBSISTENCE	-	-	-	-	5,000
5200	TRAINING TO EMPLOYEES	-	-	-	-	12,000
5201	FIREFIGHTER PROGRAMS	-	-	-	-	10,000
6100	ELECTRICITY & GAS	-	-	-	-	25,000
6200	TELEPHONE	-	-	-	-	15,000
6300	WATER	-	-	-	-	6,000
6400	MAINT & SVC CNTRCTS	-	-	-	-	19,805
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	4,500
9999	MISCELLANEOUS	-	-	-	-	4,700
		-	-	-	-	416,827
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	18,000
		-	-	-	-	18,000
Total		-	-	-	-	1,042,988

Florence County
Fund 161

Function 451 Department 428 Division 200 United Fire Protection - Hannah/Salem

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	40,000
101	FICA CONTRIBUTION	-	-	-	-	19,800
102	INSURANCE-HEALTH & LIFE	-	-	-	-	5,200
105	POLICE RETIREMENT CONTRIBUTION	-	-	-	-	7,500
123	FRINGE/UNIFORMS	-	-	-	-	1,600
128	SAFETY SHOES	-	-	-	-	800
200	CONTRACT LABOR	-	-	-	-	113,584
		-	-	-	-	188,484
Operational Expenses						
1100	SPLYS & PRGTG	-	-	-	-	1,500
1200	CONSULTING/TECH FEES	-	-	-	-	2,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	300
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	36,000
1505	INSURANCE - BUILDINGS & PROPERTY	-	-	-	-	6,000
1550	INSURANCE- EQUIPMENT	-	-	-	-	2,500
2000	UNIFORMS & CLOTHES	-	-	-	-	6,699
2200	MEDICAL SUPPLIES	-	-	-	-	2,500
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	34,000
3500	EQUIPMENT REPAIRS	-	-	-	-	3,000
4500	REPAIRS TO BLDGS	-	-	-	-	3,000
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	4,000
4900	MAINT/REPAIRS (NON CONTRACT)	-	-	-	-	17,800
5100	TRAVEL & SUBSISTENCE	-	-	-	-	300
5200	TRAINING TO EMPLOYEES	-	-	-	-	6,000
5201	FIREFIGHTER PROGRAMS	-	-	-	-	8,500
5400	SIGNS/ADVERTISING	-	-	-	-	800
6100	ELECTRICITY & GAS	-	-	-	-	18,017
6200	TELEPHONE	-	-	-	-	6,620
6400	MAINT & SVC CNTRCTS	-	-	-	-	9,500
6403	EQUIPMENT TESTING	-	-	-	-	6,300
8820	WELLNESS PROGRAMS	-	-	-	-	5,750
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	800
		-	-	-	-	181,886
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	11,000
		-	-	-	-	11,000
Total		-	-	-	-	381,370

Florence County
Fund 161

Function 451 Department 428 Division 330 United Fire Protection - Olanta

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	143,000
123	FRINGE/UNIFORMS	-	-	-	-	7,000
		-	-	-	-	150,000
Operational Expenses						
1100	SPLYS & PRTG	-	-	-	-	5,700
1200	CONSULTING/TECH FEES	-	-	-	-	2,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	500
1501	INSURANCE- TORT/PROFESS LIABILITY	-	-	-	-	24,500
2200	MEDICAL SUPPLIES	-	-	-	-	4,000
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	25,000
3200	VEHICLE LEASE & OPERATION	-	-	-	-	17,000
4500	REPAIRS TO BLDGS	-	-	-	-	2,000
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	1,000
5100	TRAVEL & SUBSISTENCE	-	-	-	-	2,500
5200	TRAINING TO EMPLOYEES	-	-	-	-	3,665
5201	FIREFIGHTER PROGRAMS	-	-	-	-	10,000
6100	ELECTRICITY & GAS	-	-	-	-	8,700
6200	TELEPHONE	-	-	-	-	6,000
6400	MAINT & SVC CNTRCTS	-	-	-	-	15,850
6403	EQUIPMENT TESTING	-	-	-	-	4,000
8820	WELLNESS PROGRAMS	-	-	-	-	5,000
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	1,500
		-	-	-	-	138,915
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	11,000
		-	-	-	-	11,000
Total		-	-	-	-	299,915

Florence County
Fund 161

Function 451 Department 428 Division 400 United Fire Protection - Sardis Timmons ville

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	99,645
101	FICA CONTRIBUTION	-	-	-	-	10,000
102	INSURANCE-HEALTH & LIFE	-	-	-	-	20,000
103	STATE RETIREMENT CONTRIBUTION	-	-	-	-	10,000
123	FRINGE/UNIFORMS	-	-	-	-	1,000
200	CONTRACT LABOR	-	-	-	-	20,000
		-	-	-	-	160,645
Operational Expenses						
1100	SPLYS & PR TG	-	-	-	-	1,750
1200	CONSULTING/TECH FEES	-	-	-	-	2,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	500
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	26,000
1501	INSURANCE- TORT/PROFESS LIABILITY	-	-	-	-	5,000
2000	UNIFORMS & CLOTHES	-	-	-	-	2,500
2200	MEDICAL SUPPLIES	-	-	-	-	250
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	30,500
3200	VEHICLE LEASE & OPERATION	-	-	-	-	10,000
3500	EQUIPMENT REPAIRS	-	-	-	-	15,000
4500	REPAIRS TO BLDGS	-	-	-	-	12,200
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	5,000
4900	MAINT/REPAIRS (NON CONTRACT)	-	-	-	-	42,000
5100	TRAVEL & SUBSISTENCE	-	-	-	-	5,000
5200	TRAINING TO EMPLOYEES	-	-	-	-	8,500
5201	FIREFIGHTER PROGRAMS	-	-	-	-	6,000
6100	ELECTRICITY & GAS	-	-	-	-	8,200
6200	TELEPHONE	-	-	-	-	2,100
6300	WATER	-	-	-	-	1,250
6400	MAINT & SVC CNTRCTS	-	-	-	-	15,000
6403	EQUIPMENT TESTING	-	-	-	-	5,000
8820	WELLNESS PROGRAMS	-	-	-	-	3,200
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	2,400
9999	MISCELLANEOUS	-	-	-	-	7,000
		-	-	-	-	216,350
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	11,000
		-	-	-	-	11,000
Total		-	-	-	-	387,995

Florence County
Fund 161

Function 451 Department 428 Division 500 United Fire Protection - Johnsonville

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	245,113
101	FICA CONTRIBUTION	-	-	-	-	16,000
102	INSURANCE-HEALTH & LIFE	-	-	-	-	16,000
103	STATE RETIREMENT CONTRIBUTION	-	-	-	-	30,000
113	UNEMPLOYMENT INSURANCE	-	-	-	-	3,600
123	FRINGE/UNIFORMS	-	-	-	-	5,300
128	SAFETY SHOES	-	-	-	-	1,200
132	BPS EXP (OSHA) VACCINES	-	-	-	-	1,000
133	RANDOM DRUG SCREENINGS	-	-	-	-	200
200	CONTRACT LABOR	-	-	-	-	25,000
		-	-	-	-	343,413
Operational Expenses						
1100	SPLYS & PRGTG	-	-	-	-	2,000
1200	CONSULTING/TECH FEES	-	-	-	-	2,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	500
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	5,000
1501	INSURANCE- TORT/PROFESS LIABILITY	-	-	-	-	5,000
1505	INSURANCE - BUILDINGS & PROPERTY	-	-	-	-	5,000
1550	INSURANCE- EQUIPMENT	-	-	-	-	4,000
2000	UNIFORMS & CLOTHES	-	-	-	-	7,000
2200	MEDICAL SUPPLIES	-	-	-	-	200
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	33,000
3500	EQUIPMENT REPAIRS	-	-	-	-	4,000
4500	REPAIRS TO BLDGS	-	-	-	-	2,500
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	5,000
4900	MAINT/REPAIRS (NON CONTRACT)	-	-	-	-	20,000
5100	TRAVEL & SUBSISTENCE	-	-	-	-	2,600
5200	TRAINING TO EMPLOYEES	-	-	-	-	2,000
5201	FIREFIGHTER PROGRAMS	-	-	-	-	8,000
5400	SIGNS/ADVERTISING	-	-	-	-	200
6100	ELECTRICITY & GAS	-	-	-	-	8,000
6200	TELEPHONE	-	-	-	-	4,600
6300	WATER	-	-	-	-	1,800
6400	MAINT & SVC CNTRCTS	-	-	-	-	10,000
6403	EQUIPMENT TESTING	-	-	-	-	3,000
8820	WELLNESS PROGRAMS	-	-	-	-	3,000
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	2,500
9999	MISCELLANEOUS	-	-	-	-	1,250
		-	-	-	-	142,150
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	14,000
		-	-	-	-	14,000
Total		-	-	-	-	499,563

Florence County
Fund 161

Function 451 Department 428 Division 900 United Fire Protection - Administrative

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	79,767
101	FICA CONTRIBUTION	-	-	-	-	6,102
102	INSURANCE-HEALTH & LIFE	-	-	-	-	9,751
105	POLICE RETMNT II CONTRIBUTION	-	-	-	-	10,661
		-	-	-	-	106,281
Operational Expenses						
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	1,500
2000	UNIFORMS & CLOTHES	-	-	-	-	1,000
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	4,051
5100	TRAVEL & SUBSISTENCE	-	-	-	-	1,000
6200	TELEPHONE	-	-	-	-	1,000
6481	VEH EQPT MAINT CONTR-MLS	-	-	-	-	1,000
		-	-	-	-	9,551
Capital Outlay						
9100	VEHICLES	-	-	-	-	35,000
9400	COMMUNICATIONS EQUIPMENT	-	-	-	-	10,000
		-	-	-	-	45,000
Total		-	-	-	-	160,832
Personnel		Grade	Salaried/Hourly		Hours/Year	
1 FIRE/RESCUE COORDINATOR		38	SALARIED		N/A	

Florence County
Fund 161

Function 451 Department 428 United Fire Protection - SUMMARY

Department Expenses		11/12	12/13	13/14	14/15	14/15
		Actual	Actual	Budget	Requested	Budget
Personal Services						
100	SALARIES & WAGES	-	-	-	-	2,097,625
101	FICA CONTRIBUTION	-	-	-	-	171,714
102	INSURANCE-HEALTH & LIFE	-	-	-	-	235,714
103	STATE RETIREMENT CONTRIBUTION	-	-	-	-	157,062
105	POLICE RETIREMENT CONTRIBUTION	-	-	-	-	78,161
113	UNEMPLOYMENT INSURANCE	-	-	-	-	6,100
123	FRINGE/UNIFORMS	-	-	-	-	29,900
128	SAFETY SHOES	-	-	-	-	4,000
132	BPS EXP (OSHA) VACCINES	-	-	-	-	1,000
133	RANDOM DRUG SCREENINGS	-	-	-	-	200
200	CONTRACT LABOR	-	-	-	-	161,084
		-	-	-	-	2,942,560
Operational Expenses						
1100	SPLYS & PRGTG	-	-	-	-	30,500
1200	CONSULTING/TECH FEES	-	-	-	-	14,000
1300	DUES, SUBSCRIPTIONS	-	-	-	-	9,300
1500	INSURANCE- VEHICLE & BUILDINGS	-	-	-	-	235,160
1501	INSURANCE- TORT/PROFESS LIABILITY	-	-	-	-	59,571
1505	INSURANCE - BUILDINGS & PROPERTY	-	-	-	-	36,000
1508	INSURANCE - INLAND MARINE	-	-	-	-	1,500
1550	INSURANCE- EQUIPMENT	-	-	-	-	11,500
1900	PHYSICALS	-	-	-	-	28,250
2000	UNIFORMS & CLOTHES	-	-	-	-	72,041
2200	MEDICAL SUPPLIES	-	-	-	-	21,980
3000	FUEL / GASOLINE AND DIESEL	-	-	-	-	277,551
3200	VEHICLE LEASE & OPERATION	-	-	-	-	27,000
3500	EQUIPMENT REPAIRS	-	-	-	-	61,000
4300	BUILDING SUPPLIES	-	-	-	-	20,000
4500	REPAIRS TO BLDGS	-	-	-	-	89,700
4700	SPECIALIZED DEPT. SUPPLIES	-	-	-	-	72,000
4900	MAINT/REPAIRS (NON CONTRACT)	-	-	-	-	220,800
5100	TRAVEL & SUBSISTENCE	-	-	-	-	24,200
5200	TRAINING TO EMPLOYEES	-	-	-	-	56,165
5201	FIREFIGHTER PROGRAMS	-	-	-	-	63,050
5400	SIGNS/ADVERTISING	-	-	-	-	1,000
6100	ELECTRICITY & GAS	-	-	-	-	126,917
6200	TELEPHONE	-	-	-	-	62,850
6300	WATER	-	-	-	-	20,950
6400	MAINT & SVC CNTRCTS	-	-	-	-	97,455
6403	EQUIPMENT TESTING	-	-	-	-	24,300
6481	VEH EQPT MAINT CONTR-MLS	-	-	-	-	1,000
6800	BOOKS AND PUBLICATIONS	-	-	-	-	2,100
8820	WELLNESS PROGRAMS	-	-	-	-	29,950
9998	FIRE PREVENTION PROGRAMS	-	-	-	-	21,500
9999	MISCELLANEOUS	-	-	-	-	19,560
		-	-	-	-	1,838,850
Capital Outlay						
8600	CAPITAL IMPROVEMENTS	-	-	-	-	101,000
9100	VEHICLES	-	-	-	-	35,000
9400	COMMUNICATIONS EQUIPMENT	-	-	-	-	10,000
		-	-	-	-	146,000
Total		-	-	-	-	4,927,410

FLORENCE COUNTY, SOUTH CAROLINA
FISCAL YEAR 2014/2015

SOLID WASTE MANAGEMENT ENTERPRISE FUND // FUND 421

SUMMARY OF REVENUES AND OTHER FUNDING SOURCES

REVENUES FROM USE OF MONEY AND PROPERTY

351-344-101-0000 Household Fees - A household fee is charged to all residential units in the unincorporated area of the County, in addition to the the City of Lake City.	\$ 3,629,804
---	--------------

351-344-104-0000 Waste Tire Fees	70,000
	<u>3,699,804</u>

OTHER

371-361-500-9900 Interest Earned	35,000
	<u>35,000</u>

OPERATING TRANSFERS

511-391-002-0000 Transfer from General Fund	396,366
	<u>396,366</u>

USE OF FUND BALANCE

Use of Fund Balance	995
	<u>995</u>

TOTAL REVENUE AND OTHER SOURCES

\$ 4,132,165
<u><u>4,132,165</u></u>

SUMMARY OF APPROPRIATIONS

421-441-432-100 General O&M (Landfill)	\$ 291,165
421-441-432-200 General O&M (Solid Waste Collection)	3,835,000
421-441-432-300 Closure/Postclosure	6,000
	<u>6,000</u>

TOTAL APPROPRIATIONS

\$ 4,132,165
<u><u>4,132,165</u></u>

As a direct result of continued State reductions in the Local Government Fund, the manned convenience centers will be closed Tuesdays and Thursdays to reduce the subsidy from the General Fund; and to further offset contractual price increases, and to further reduce the General Fund subsidy to fund the FCSO pay plan, and to provide a 50% fee discount for all parcels containing 6 or more residential units, the solid waste household fee is set at \$99.50. To keep MCCs open on Tuesdays and Thursdays would require the fee to be increased an additional \$4.65.

FLORENCE COUNTY COUNCIL

June 19, 2014

AGENDA ITEM: Ordinance No. 21-2013/14 – Second Reading Deferral

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Defer Second Reading of Ordinance No. 21-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Title Of Proposed Ordinance No. 21-2013/14

Sponsor(s) : County Council
Introduction : March 20, 2014
Committee Referral :
Committee Consideration Date :
Committee Recommendation :
Public Hearing :
Second Reading :
Third Reading :
Effective Date :

I, _____,
Council Clerk, certify that the
ad for a Public Hearing on this
Ordinance ran on: _____.

ORDINANCE NO. 21-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Boundaries Of The Hannah-Salem-Friendfield Fire Protection District In Florence County, South Carolina, To Approve The Annual Levy And Collection Of Ad Valorem Taxes For The Operation And Maintenance Thereof, To Approve The Issuance Of General Obligation Bonds On Behalf Of The District, And Other Matters Relating Thereto.]

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, June 19, 2014

AGENDA ITEM: Ordinance No. 24-2013/14
Second Reading Deferral

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2 And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

OPTIONS:

1. *(Recommended)* Defer Second Reading of Ordinance No. 24-2013/14.
2. Provide alternate direction.

ATTACHMENTS:

1. Ordinance No. 24-2013/14 (title only)
2. Location Map

Sponsor(s) : Planning Commission
 Planning Commission Consideration :
 Planning Commission Public Hearing :
 Planning Commission Action :
 First Reading/Introduction : April 17, 2014
 Committee Referral : N/A
 County Council Public Hearing :
 Second Reading :
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 24-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council Districts Five And Six Bounded By Freedom Boulevard, National Cemetery Road, Francis Marion Road, Wickerwood Road, Flowers Road, Pamplico Highway, South Vance Drive, Furches Avenue, And The Westernmost Boundary Of Council District Six That Connects Furches Avenue And Freedom Boulevard, Florence, SC From Unzoned To The Following Zoning Designations Of R-1, R-2 And R-3A, Single-Family Residential District, B-1, Limited Business District, B-2, Convenience Business District And B-3, General Commercial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

Florence County Council Districts 5 and 6 Proposed Zoning

Legend

Roads

Proposed Zoning

District 5

District 6

District 7

1 Miles

This data is for Reference Use Only.
Florence County will not be held liable
for any damages caused by the use
of this data.

County Council Boundary Source:
2011 County Council Redistricting Plan (Plan 3)
Reviewed by the US Dept. of Justice
with no objections stated.

Florence County GIS Dept. March 28, 2014

FLORENCE COUNTY COUNCIL

June 19, 2014

AGENDA ITEM: Ordinance No. 27-2013/14 –Second Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

~~An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee And Special Source Revenue Credit Agreement Between Florence County, South Carolina And Project Olympus; Authorizing The Conversion Of An Existing Title Transfer FILOT Lease Agreement Between Florence County, South Carolina And Project Olympus To A Fee Agreement; And Other Matters Relating Thereto.~~

Amended Title:

An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 27-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 27-2013/14

Sponsor(s) : Economic Development
 First Reading : April 17, 2014
 Committee Referral :
 Committee Consideration Date :
 Committee Recommendation :
 Second Reading : June 19, 2014
 Public Hearing :
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 27-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance Authorizing Pursuant To Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, And Project Olympus, A Corporation Organized And Existing Under The Laws Of The State Of South Carolina; And The Provision Of A Special Source Revenue Credit Concerning A New Project; Authorizing And Providing With Respect To An Existing Project For The Conversion And Extension Of A Lease Arrangement For Fee-In-Lieu Of Tax Payments Between Florence County And Project Olympus Under Title 4, Chapter 29, South Carolina Code Of Laws, 1976, As Amended, To A Fee Agreement Under Title 12, Chapter 44, South Carolina Code Of Laws, 1976, As Amended; Authorizing An Amendment To A Fee Agreement Between Florence County And Project Olympus; And Matters Relating Thereto.]

WHEREAS:

1. Florence County (the "**County**"), a public body corporate and politic organized and existing under the laws of the State of South Carolina (the "**State**") is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "**Act**"), to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investment and thus make use of and employ manpower and other resources of the State; and
2. The County has, by Inducement Resolution No. 31-2013/14 adopted on April 17, 2014 (the "**Resolution**"), committed to provide certain property tax benefits to the Company, if the Company will locate the Project (defined below) in the County; and
3. The County desires to enter into a new fee agreement with Project Olympus, a corporation organized and existing under the laws of the State of South Carolina (the "**Company**"), which fee agreement shall provide for payments of fees-in-lieu of taxes for the Project under the provisions of the Act, and for a special source revenue credit applicable to such payments (the "**New Fee Agreement**"); and

4. The County and the Company desire to enter into the New Fee Agreement concerning the Company's investment in certain real properties and improvements thereto and machinery, equipment, fixtures and other property (which properties constitute a project under the Act and are referred to herein as the "**Project**"); and
5. The Project is anticipated to provide significant economic benefits to the County and surrounding areas, and is anticipated to involve an investment of at least \$50 million; and
6. The County has previously entered into a fee-in-lieu of taxes arrangement with the Company under Title 4, Chapter 29, South Carolina Code of Laws, 1976, as amended (the "**Old Act**"), in connection with which the Company transferred title to certain real and personal property to the County, and the County and the Company entered into an Inducement Agreement and Millage Rate Agreement, dated as of _____ ("**Inducement and Millage Rate Agreement**"), and a Lease Agreement, dated as of _____ (the "**Lease**"), concerning certain real properties and improvements thereto and certain machinery, equipment, fixtures and other property (the "**Original Project**"); and
7. The Act provides, at Section 12-44-170, that a company with property subject to an existing fee-in-lieu of property tax arrangement under the Old Act, pursuant to which arrangement project title is held by a county and leased to the company, may elect with the consent of the county to convert from such Old Act arrangement to a fee agreement under the Act, pursuant to which arrangement project title is held by the company, and such property shall be considered "economic development property" for purposes of the Act subject to the following:
 - (a) a continuation of the same fee payments required under the existing lease agreement;
 - (b) a continuation of the same fee payments only for the time required for payments under the existing lease agreement;
 - (c) a carryover of minimum investment or employment requirements of the existing arrangements to the new fee arrangement; and
 - (d) appropriate agreements and amendments between the company and the county continuing the provisions and limitations of the prior agreement.
8. To the extent necessary or required under the Act, the County desires to consent to, approve and ratify such conversion by the Company of its facilities from an Old Act arrangement to an Act arrangement and to the fee agreement (the "**Conversion Fee Agreement**") and other documents pursuant to which such conversion is to be made, and in connection therewith to approve a ten-year extension of the term of such arrangement as set forth in the Conversion Fee Agreement and to provide a credit to offset future fee-in-lieu of tax payments on Company personal property that is subject to the Conversion Fee Agreement but no longer used by the Company; and

9. Under Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the **"Infrastructure Law"**), the County is authorized to use revenues received from payments of fees-in-lieu of taxes for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project or the County and for improved or unimproved real property, buildings and structural components of buildings used in the operation of a manufacturing or commercial enterprise (collectively, the **"Infrastructure"**) in order to enhance the economic development of the County; and
10. The County and the Company previously entered into a _____ Fee Agreement (the **"Old Fee Agreement"**); and
11. Pursuant to the Resolution, the County agreed to provide certain credits against the Company's future fee-in-lieu of tax payments under the Old Fee Agreement in an amount sufficient to offset the Company's future fee-in-lieu of tax payments thereunder on personal property subject to that Agreement but no longer used by the Company; and
12. Such credit is to be provided to the Company pursuant to an Amendment to the Old Fee Agreement (the **"Amendment"**); and
13. Pursuant to the Resolution, the County committed to use a portion of the above aforementioned fee-in-lieu of tax payments for the purpose of defraying the costs of Infrastructure used in the operation of the Project, the Original Project, and the project subject to the Old Fee Agreement, as permitted by the Infrastructure Law; and
14. The County Council, having found pursuant to the Ordinance that the Infrastructure will serve the County and, as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to expand an industrial facility in the County, has agreed, pursuant to the Infrastructure Law, to provide certain credits against payments of fees-in-lieu of taxes to be made under the New Fee Agreement, the Conversion Fee Agreement, and the Amendment; and
15. There has been prepared and presented to this meeting the proposed form of the New Fee Agreement and the Conversion Fee Agreement (collectively, the **"Fee Agreements"**), and the form of the Amendment; and
16. It appears that the documents referred to above, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. With respect to the Project, pursuant to the Act and particularly Section 12-44-40(I) thereof, and based on information supplied to the County by the Company, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a "project" as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) The benefits of the Project to the public are greater than the costs to the public;

(e) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power;

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project, based on factual representations to the County by the Company, will be properly classified as economic development property; and

(g) A substantial public benefit is achieved by extending for ten years the term of the Lease in connection with its conversion to a fee agreement under the Act.

Section 2. With respect to the Original Project, the County, pursuant to the Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes the conversion of the Company's arrangement under the Old Act to an arrangement under the Act.

Section 3. With respect to the Original Project, the County consents to, approves and authorizes the transfer of title to all property, both real and personal, to the Company and to the cancellation of the Lease and the Inducement and Millage Rate Agreement (to the extent said agreements are not cancelled by operation of law) without further payment or penalty to the County under the Lease or the Inducement and Millage Rate Agreement.

Section 4. In connection with the Conversion Fee Agreement, the County hereby expressly agrees to the extension of the term of the Conversion Fee Agreement by 10 years pursuant to Section 12-44-21 of the Act, and hereby find that the provision of such 10-year extension achieves a substantial public benefit by inducing the Company to maintain and grow its operations in the County.

Section 5. The form, terms and provisions of each of the Fee Agreements and the Amendment that are before this meeting and filed with County Council are hereby approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if each of the Fee Agreements and the Amendment were set out in this Ordinance in their entirety. The Chair of the County Council and the Clerk to County Council be and they hereby

are authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements and the Amendment to the Company. The Fee Agreements and the Amendment are to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County, as approved by the officials of the County executing same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of the Fee Agreements and the Amendment now before this meeting. With respect to the Original Project, the County agrees to take such other actions as may be reasonably necessary or appropriate for the cancellation of the Lease and Inducement and Millage Rate Agreement, and the execution of the Conversion Fee Agreement, deeds, bills of sale and any/all other documents that the Company may reasonably request in order to convey to the Company title to any property that has been conveyed by the Company to the County pursuant to the Lease and to evidence the consent, approval and ratification described in this Ordinance.

Section 6. The Chair of County Council and the County Administrator, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreements and the Amendment, deeds, bills of sale and related documents and the performance of all obligations of the County under and pursuant to this Ordinance and the Fee Agreements and the Amendment.

Section 7. The consummation of all transactions contemplated by the Fee Agreements and the Amendment are hereby approved.

Section 8. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 9. The provisions of this Ordinance are hereof declared to be separable and if any section, phrase or provision hereby 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 10. 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 and approval.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the
County Council. The Ordinance was read and received a favorable vote at three public meetings
of the County Council on three separate days. At least one day passed between first and second
reading and at least seven days between second and third reading. At each meeting, a quorum of
the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County
Council, South Carolina, as of this ____ day of _____, 2014.

Connie Y. Haselden
Clerk to County Council
Florence County, South Carolina

DRAFT

FLORENCE COUNTY COUNCIL

June 19, 2014

AGENDA ITEM: Ordinance No. 29-2013/14 – Second Reading

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 29-2013/14.
2. Provide an alternate directive.

ATTACHMENTS:

Copy Of Proposed Ordinance No. 29-2013/14

Sponsor(s) : County Council
 First Reading : May 15, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 19, 2014
 Second Reading : June 19, 2014
 Third Reading : July 17, 2014
 Effective Date : July 17, 2014

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

ORDINANCE NO. 29-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

An Ordinance Authorizing The Execution And Delivery Of Not Exceeding \$75,000,000 Aggregate Principal Amount Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Of Florence County, South Carolina, From Time To Time, In One Or More Series, Pursuant To Article 11, Chapter 7, Title 44, Code Of Laws Of South Carolina 1976, As Amended, To Finance The Costs Of The Refunding Of Certain Outstanding Revenue Bonds Issued By Florence County On Behalf Of McLeod Regional Medical Center Of The Pee Dee, Inc.; The Entering Into Certain Covenants And Agreements And The Execution And Delivery Of Certain Instruments Relating To The Issuance Of The Aforesaid Bonds Including A Loan Agreement Or Loan Agreements Between Florence County And McLeod Regional Medical Center Of The Pee Dee, Inc., An Assignment By Florence County Of Its Rights Thereunder To The Trustee For Such Bonds, And A Trust Indenture Or Trust Indentures Between Florence County And The Trustee For Such Bonds; And Consenting To The Delivery Of Security Instruments Related To Such Bonds; And Other Matters Relating Thereto.

ARTICLE I

FINDINGS OF FACT

Section 1.1. Findings of Fact. As an incident to the adoption of this Ordinance, Florence County Council ("Council"), which is the governing body of Florence County, South Carolina (the "County"), has made the following findings:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina (the "State") and is authorized and empowered by the provisions of Title 44, Chapter 7, Article 11, Code of Laws of South Carolina, 1976, as amended (the "Act"):

- (i) to enter into agreements (including subsidiary loan agreements) with any hospital agency or public agency (as such terms are defined in the Act) necessary or incidental to the issuance of bonds;
- (ii) to enter into intergovernmental loan agreements with a project county (as such terms are defined in the Act) for the purpose of financing hospital facilities (as defined in the Act) located in the project county;

- (iii) to acquire and, in connection with such acquisition, to enlarge or expand, whether by purchase, gift or lease, hospital facilities;
- (iv) to enter into loan agreements with any hospital agency or public agency, prescribing the payments to be made by the hospital agency or public agency to the county or its assignee to meet the payments that shall become due on bonds, including terms and conditions relative to the acquisition and use of hospital facilities and the issuance of bonds;
- (v) to issue bonds for the purpose of defraying the cost of providing hospital facilities and to secure the payment of such bonds as provided in the Act;
- (vi) to receive and accept from any public agency loans or grants for or in aid of the construction of hospital facilities or any portion thereof, and to receive and accept loans, grants, aid or contributions from any source of either money, property, labor or other things of value to be held, used and applied only for the purposes for which such loans, grants, aid and contributions are made;
- (vii) to mortgage any hospital facilities and the site thereof for the benefit of the holders of bonds issued to finance such hospital facilities;
- (viii) to issue bonds to refinance or to refund outstanding obligations, mortgages or advances heretofore or hereafter issued, made or given by a hospital or public agency for the cost of hospital facilities;
- (ix) to charge to each hospital and public agency utilizing the provisions of the Act any administrative costs and expenses incurred in the exercise of the powers and duties conferred by the Act;
- (x) to do all things necessary or convenient to carry out the purposes of the Act;
- (xi) to make and execute contracts and agreements necessary or incidental to the exercise of its powers and duties under the Act, with persons, firms, Hospitals, governmental agencies and others;
- (xii) to make the proceeds of any bonds available by way of a loan to a hospital or public agency pursuant to a loan agreement (as defined in the Act);
- (xiii) to acquire by purchase, lease, gift or otherwise, or to obtain options for the acquisition of, existing hospital facilities and any property, real or personal, improved or unimproved, including interests in land in fee or less than fee for any hospital facilities, upon such terms and at such costs as shall be agreed upon by the owner and the county board (as defined in the Act);
- (xiv) to arrange or contract with any county, city, town or other political subdivision or instrumentality of the State for the opening or closing of streets or for the furnishing of utility or other services to any hospital facilities;
- (xv) to enter into lease agreements with any hospital or public agency whereby the county board leases hospital facilities to such hospital or public agency; and

- (xvi) to pledge or assign any money, rents, charges, fees or other revenues, including any proceeds of insurance or condemnation awards, pursuant to any loan agreement to the payment of the bonds issued pursuant to such loan agreement,

all as provided in the Act for the purpose of financing, refinancing, acquiring, enlarging, improving, constructing, equipping, and providing hospital facilities to serve the people of the State and promoting the public health and welfare of the people of the State by making accessible to them modern and efficient hospital facilities at the lowest possible expense to those utilizing such hospital facilities.

(b) McLeod Regional Medical Center of the Pee Dee, Inc., a private, not-for-profit South Carolina Hospital (the "Hospital") and a "hospital agency" within the meaning of such term in the Act, has operated hospital facilities in the City of Florence and has provided health care to the citizens of the City of Florence and the Pee Dee region of South Carolina since 1930.

(c) The Hospital has requested that the County exercise the powers vested in it by the Act and issue not exceeding \$75,000,000 Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project), Series 2014 (the "2014 Bonds") for the purpose of refinancing the County's \$86,000,000 Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2004A (the "Prior Bonds") in order to achieve a savings with respect to debt service on said Prior Bonds (the refunding of the Prior Bonds may hereafter be referred to as the "Undertaking"). The Hospital has advised the County that the costs of the Undertaking will not exceed \$75,000,000.

(d) The Hospital has requested that the County enter into a Loan Agreement with respect to the 2014 Bonds (the "Series 2014 Loan Agreement") between the County and the Hospital whereby an amount designated by the Hospital as sufficient for such purpose will be loaned by the County to the Hospital for the purpose of assisting the Hospital in the financing of the Undertaking.

(e) The 2014 Bonds are to be issued and secured pursuant to a Trust Agreement (the "Series 2014 Trust Agreement"), between the County and US Bank National Association, as Trustee (the "Trustee"). The proceeds of the 2014 Bonds will be loaned to the Hospital pursuant to the Series 2014 Loan Agreement. Pursuant to the Series 2014 Loan Agreement, the Hospital will agree to effect the refunding of the Prior Bonds and the Hospital will issue its Obligation No. 14 ("Obligation No. 14") in favor of the County evidencing the Hospital's obligation to pay such amounts as shall be required to provide for the payment of all amounts due with respect to the 2014 Bonds. As security for the 2014 Bonds the County's rights to repayment under the 2014 Loan Agreement will be assigned and pledged to the Trustee pursuant to the Series 2014 Trust Agreement.

(f) The Hospital has arranged for the sale of the Bonds to J.P. Morgan Securities Inc. (the "Underwriter"). The Bonds will be sold to the Underwriter pursuant to the Bond Purchase Agreement with respect to the 2014 Bonds to be dated the date of such sale (the "Bond Purchase Agreement") among the County, the Hospital, and the Underwriter of the 2014 Bonds. Pursuant to the Bond Purchase Agreement, the Underwriter thereunder will make a public offering of the 2014 Bonds. In connection with such offering, there has been prepared a Preliminary Official Statement (the "Preliminary Official Statement") for the 2014 Bonds containing information with respect to the 2014 Bonds, the Hospital, the County, and other matters. At the time of the sale of the 2014 Bonds to the Underwriter, there will be a final Official Statement (the "Official Statement") with respect to the 2014 Bonds for delivery to purchasers of the 2014 Bonds.

(g) It is intended that the 2014 Bonds meet the requirements of the Act and that they be "Qualified 501(c)(3) Bonds" under Section 145(a) of the Internal Revenue Code of 1986, as amended (the "Code"), interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code. In order to satisfy various requirements of the Act and the Code, the following actions have been taken:

- (i) On May 15, 2014, Council adopted a Resolution pursuant to which Council agreed to issue obligations pursuant to the Act in order to finance Undertaking and authorized a petition to the South Carolina State Budget and Control Board (the "State Board") for its approval pursuant to Section 44-7-1590 of the Act and authorized a public hearing and notice of such hearing, on the issuance of the 2014 Bonds to finance the Undertaking in accordance with Section 147(f) of the Code.
- (ii) On June 2, 2014, the County published notice of a hearing on the question of the issuance of the 2014 Bonds and the financing of the Florence Projects; such notice was published in the *Florence Morning News*, a newspaper of general circulation in Florence County.
- (iii) On June 17, 2014, the State Board approved the 2014 Bonds pursuant to Section 44-7-1590 of the Act.
- (iv) On June 18, 2014, notice of State Board approval of the 2014 Bonds was published in the *Florence Morning News* as required by Section 44-7-1590 of the Act.
- (v) On June 19, 2014, Council, which is the elected legislative body of the County, held a public hearing on the question of the issuance of the 2014 Bonds and the financing of the Undertaking, at which hearing all interested persons were given the opportunity to express their views on such subjects.
- (h) Council is enacting this Ordinance in order to:
 - (i) authorize the issuance, delivery and sale of the 2014 Bonds;
 - (ii) authorize the execution and delivery on behalf of the County of the Loan Agreement, the Trust Agreement, the Bond Purchase Agreement, and the Official Statement;
 - (iii) approve and ratify the use of the Preliminary Official Statement and the final Official Statement;
 - (iv) evidence the approval of the refunding of the Prior Bonds and the issuance of the 2014 Bonds by the County;
 - (v) authorize the filing of an information report pursuant to Section 149(e) of the Code; and
 - (vi) authorize the execution and delivery by, and on behalf of, the County and Council of such other agreements and certificates and the taking of such other action by the County and its officers as shall be necessary or desirable in connection with the issuance and delivery of the 2014 Bonds in order to carry out the intent of this Ordinance.

ARTICLE II

THE BONDS

Section 2.1. Authorization of Bonds. Council hereby authorizes the issuance by the County of not exceeding Seventy-Five Million Dollars (\$75,000,000) Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2014, pursuant to, and in accordance with, the provisions of the Series 2014 Trust Agreement. The 2014 Bonds shall be in such principal amount not exceeding Seventy-Five Million Dollars (\$75,000,000) and shall bear interest at such rate or rates of interest as shall be approved by the Chairman of Council (the "Chairman"), such approval to be evidenced by the Chairman's execution of the Series 2014 Trust Agreement as authorized by this Ordinance. The 2014 Bonds shall mature, bear interest, be subject to redemption and be payable at such times, in the manner, at such places and subject to such terms and conditions, all as provided in the Series 2014 Trust Agreement.

Section 2.2. Payment of Bonds by County; Limited Obligation. (a) For the payment of the 2014 Bonds there shall be pledged all of the County's interest in Obligation No. 14 and all of the County's interest in and under the Series 2014 Loan Agreement and all moneys to be paid by the Hospital thereunder except amounts to be paid to the County pursuant to Sections 3.04(v), 8.01 and 8.02 of the Series 2014 Loan Agreement. The 2014 Bonds and the interest thereon shall be limited obligations of the County, payable by the County solely from the aforesaid amounts to be paid by the Hospital pursuant to Obligation No. 14 and the Series 2014 Loan Agreement. The principal of, premium, if any, and interest on, the 2014 Bonds shall be payable solely from the funds pledged for their payment in accordance with the Series 2014 Loan Agreement and the Series 2014 Trust Agreement. The 2014 Bonds and the interest thereon shall never constitute an indebtedness or a charge against the general credit or taxing powers of the County within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to any pecuniary liability of the County.

(b) Neither the members of Council nor any person executing any of the 2014 Bonds shall be liable personally on the 2014 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 2.3. Sale and Delivery of Bonds; Application of Proceeds. The sale of the 2014 Bonds to the Underwriter on the terms and conditions, and at the price, provided in the Bond Purchase Agreement is hereby authorized and approved. Provided the conditions for delivery of the 2014 Bonds imposed by the Bond Purchase Agreement have been satisfied or waived as therein provided, the 2014 Bonds shall be delivered to the Underwriter at the time and place provided in the Bond Purchase Agreement. The proceeds of the sale of the 2014 Bonds shall be paid to the Trustee in accordance with Section 3.01 of the Series 2014 Loan Agreement and Section 207 of the Series 2014 Trust Agreement and applied in accordance with the terms and provisions of the Series 2014 Loan Agreement and Series 2014 Trust Agreement.

ARTICLE III

AGREEMENTS AND OFFICIAL STATEMENT

Section 3.1. Authorization of Loan Agreements, Trust Agreements, and Bond Purchase Agreements. The Series 2014 Loan Agreement, the Series 2014 Trust Agreement, and the Bond Purchase Agreement in substantially the forms attached hereto as Exhibits "A", "B", and "C", respectively, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Series 2014 Loan Agreement, the Series 2014 Trust

Agreement, and the Bond Purchase Agreement on behalf of the County are hereby authorized and directed. Each of such agreements shall be executed on behalf of the County by the Chairman of County Council (the "Chairman") and attested by the Clerk to Council (the "Clerk").

Section 3.2. Approval of Preliminary Official Statement; Authorization of Official Statement.

Council hereby approves the Preliminary Official Statement and ratifies the use of the Preliminary Official Statement by the Underwriter in connection with the offering of the 2014 Bonds by the Underwriter. The Chairman is authorized to review and "deem final" within meaning of Rule 15c2-12 of the Securities and Exchange Commission the Preliminary Official Statement. Council hereby authorizes the preparation and distribution of the final Official Statement with respect to the 2014 Bonds. The final Official Statement shall be approved on behalf of the County by the Chairman, such approval to be evidenced by the Chairman's execution of the final Official Statement, which execution is hereby authorized.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Approval of Bonds. Council, which is the elected legislative body of the County, which is a governmental unit having jurisdiction over the area in which the improvements financed by the Prior Bonds are located, following notice and a public hearing as described in Section 1.1(g)(ii), hereby approves the 2014 Bonds and intends that this Ordinance evidence such approval for purposes of Section 147(f) of the Code.

Section 4.2. Information Report. The Chairman and Clerk, or either of them, are hereby authorized to execute, deliver and file such information reports with respect to the 2014 Bonds, on Form 8038 or such other form as may be prescribed by the United States Department of Treasury, as shall be required or desirable in order to comply with Section 149(e) of the Code.

Section 4.3. Other Instruments and Actions. In order to implement the pledge of revenues under the Series 2014 Trust Agreement to secure the 2014 Bonds and in order to effect the issuance and delivery of the 2014 Bonds and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Chairman and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements, including documents relative to the refunding of the Prior Bonds (including without limitation redemption or defeasance escrows as may be required to effect such refundings), and to take such further action as the Chairman shall deem necessary or desirable.

Section 4.4. Ordinance a Contract. This Ordinance shall be a contract between the County and the holders, from time to time, of the 2014 Bonds, and shall be enforceable as such against the County.

Section 4.5. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 4.6. Effective Date. This Ordinance shall become effective upon receiving approval on third reading by Council.

(SEAL)

FLORENCE COUNTY COUNCIL

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

Approved as to Form
D. Malloy McEachin, County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FORM OF 2014 LOAN AGREEMENT

DRAFT

LOAN AGREEMENT

among

FLORENCE COUNTY, SOUTH CAROLINA

and

**MCLEOD REGIONAL MEDICAL CENTER
OF THE PEE DEE, INC.**

Dated as of August 1, 2014

Relating to

[\$75,000,000]

Florence County, South Carolina
Refunding Hospital Revenue Bonds
(McLeod Regional Medical Center Project)
Series 2014

Substantially all of the rights, title and interest of Florence County, South Carolina in this Loan Agreement has been pledged and assigned to U.S. Bank National Association, as Bond Trustee under a Trust Agreement (the "Trust Agreement") dated as of August 1, 2014, between the County and the Bond Trustee.

LOAN AGREEMENT

TABLE OF CONTENTS

(This Table of Contents is not a part of the Loan Agreement and is only for convenience of reference.)

ARTICLE I

DEFINITIONS

Section 1.01	Definitions	1
Section 1.02	Rules of Interpretation	3

ARTICLE II

REPRESENTATIONS; TAX COVENANTS

Section 2.01	Representations by the County	4
Section 2.02	Reserved.....	4
Section 2.03	Representations by the Hospital.....	4
Section 2.04	Representations and Covenants of the Hospital with Respect to Tax Matters	5

ARTICLE III

THE LOAN

Section 3.01	Issuance of the Bonds to Fund Loan; Making of the Loan; Security for the Loan.....	6
Section 3.02	Total Required Payments.....	6
Section 3.03	Loan Repayments	7
Section 3.04	Required Payments under the Agreement.....	8
Section 3.05	Hospital's Payments as Trust Funds	8
Section 3.06	No Set-Off.....	9
Section 3.07	Pledge and Assignment to Bond Trustee	9

ARTICLE IV

COST OF ISSUANCE FUND; PAYMENT OF COST OF REFUNDED BONDS

Section 4.01	Disbursements from Cost of Issuance Fund.....	9
Section 4.02	Payment of Cost of Refunded Bonds.....	9

ARTICLE V

SPECIAL COVENANTS

Section 5.01	Compliance with Covenants, Conditions and Agreements in Master Indenture	10
Section 5.02	Examination of Books and Records of the Hospital	10
Section 5.03	Financial Statements and Other Information	10
Section 5.04	Further Assurances and Corrective Instruments	10
Section 5.05	Recording and Filing; Other Instruments	10
Section 5.06	Inspections; Reports; Repairs	11
Section 5.07	Continuing Disclosure	11

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01	Events of Default Defined	14
Section 6.02	Remedies on Default.....	14
Section 6.03	Application of Amounts Realized in Enforcement of Remedies	15

Section 6.04	No Remedy Exclusive	15
Section 6.05	Agreement to Pay Attorneys' Fees and Expenses	15
Section 6.06	County and Hospital to Give Notice of Default	15

ARTICLE VII

PREPAYMENTS

Section 7.01	Optional Prepayment	15
Section 7.02	Extraordinary Prepayment	15
Section 7.03	Notice of Prepayment and Right of Revocation	16

ARTICLE VIII

INDEMNIFICATION AND NON LIABILITY OF THE COUNTY AND THE BOND TRUSTEE

Section 8.01	General	16
Section 8.02	Payment of Costs upon Default	17

ARTICLE IX

TERMINATION OF AGREEMENT

Section 9.01	Termination of Agreement	18
--------------	--------------------------------	----

ARTICLE X

MISCELLANEOUS

Section 10.1	Members of County Council, Officers and Employees of the County and Hospital not Liable	18
Section 10.2	Amendment of Agreement	18
Section 10.3	Redemption of Bonds	19
Section 10.4	Surplus Funds	19
Section 10.5	Limitation on the County's Liability	19
Section 10.6	Hospital's Remedies	19
Section 10.7	Consents and Approvals	19
Section 10.8	Extent of Covenants	19
Section 10.9	Arbitrage	19
Section 10.10	Notices; Demands; Requests	20
Section 10.11	Multiple Counterparts	21
Section 10.12	Severability	21
Section 10.13	State Law Controlling	21
Section 10.14	Effective Date of this Agreement	21
Section 10.15	Obligations Cumulative; Provisions of Master Indenture Control	21
Section 10.16	Applicability of Agreement to Bond Trustee	21

LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of August 1, 2014, between **FLORENCE COUNTY, SOUTH CAROLINA** (the "County") and **MCLEOD REGIONAL MEDICAL CENTER OF THE PEE DEE, INC.**, a private, non-profit corporation duly incorporated and validly existing under and by virtue of the laws of the State of South Carolina (the "Hospital"),

WITNESSETH:

In consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless otherwise required by the context, all terms used herein shall have the meanings assigned to such terms in Section 101 of the Trust Agreement (as hereinafter defined) or as set forth below:

"Act" means Title 44, Chapter 7, Article 11, Code of Laws of South Carolina, 1976, as amended, or any successor statute.

"Agreement" means this Loan Agreement, including any amendments or supplements hereto as herein permitted.

"Bond Fund" means the fund created and so designated by Section 501 of the Trust Agreement.

"Bond Trustee" means the Bond Trustee at the time serving as such under the Trust Agreement, whether the original or a successor Bond Trustee.

"Bond Year" means the period commencing on November 1 of any year and ending on October 31 of the next succeeding year.

"Bonds" means Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2014 authorized to be issued pursuant to an ordinance of the County in the aggregate principal amount of [\$75,000,000], including such Bonds issued in exchange for other such Bonds pursuant to Section 204 of the Trust Agreement, or in replacement for mutilated, destroyed, lost or stolen Bonds pursuant to Section 210 of the Trust Agreement.

"Closing" means the date on which this Agreement becomes legally effective, the same being the date on which the Bonds are delivered against payment therefor.

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

"Cost of Issuance Fund" means the fund created and so designated by Section 401 of the Trust Agreement.

"Costs of Issuance" means (i) the costs of legal fees and expenses, underwriter's discount, underwriting fees, financing costs, financial advisor's fees, accounting fees and expenses, consulting fees, the Bond Trustee's fees and expenses, paying agent and certifying and authenticating agent fees,

publication costs and printing and engraving costs incurred in connection with the authorization, sale, issuance and carrying of the Bonds and the preparation of this Agreement, Obligation No. 14, Supplement No. 14, the Trust Agreement and all other documents in connection therewith and (ii) any other costs in connection with the issuance of the Bonds permitted by the Act to be paid or reimbursed from the proceeds of the Bonds.

“County” means Florence County, South Carolina, and any successor thereto.

“County Representative” means each of the persons at the time designated to act on behalf of the County in a written certificate furnished to the Hospital and the Bond Trustee, which certificate shall contain the specimen signature(s) of such person(s) and shall be signed on behalf of the County by the Chairman or Vice Chairman of its County Council.

“Depository” means Depository as defined in Section 101 of the Trust Agreement.

“Eminent Domain” means the eminent domain or condemnation power by which all or any part of the Operating Assets may be taken for public use or any agreement that is reached in lieu of proceedings to exercise such power.

“Event of Default” means with respect to this Agreement each of those events set forth in Section 6.01 of this Agreement.

“Holder” means Holder as defined in Section 101 of the Trust Agreement.

“Hospital” means McLeod Regional Medical Center of the Pee Dee, Inc., a private, nonprofit corporation duly incorporated and validly existing under and by virtue of the laws of the State of South Carolina, and any successor or successors thereto.

“Hospital Representative” means each of the persons at the time designated to act on behalf of the Hospital in a written certificate furnished to the County and the Bond Trustee, which certificate shall contain the specimen signature(s) of such person(s) and shall be signed on behalf of the Hospital by its President and Chief Executive Officer or its Chief Financial Officer or its Administrator.

“Interest Account” means the account in the Bond Fund created and so designated by Section 501 of the Trust Agreement.

“Interest Payment Date” means May 1 or November 1, as the case may be.

“Loan” means the loan of the proceeds of the Bonds made by the County to the Hospital pursuant to Section 3.01 of this Agreement.

“Loan Repayments” means those payments designated by and set forth in Section 3.03 of this Agreement.

“Master Indenture” means the Amended and Restated Master Trust Indenture dated as of January 15, 1998, as amended, between the Hospital and the Master Trustee, as supplemented and amended in accordance with its terms.

“National Repository” mean the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access (“EMMA”) system.

"Obligation No. 14" means Obligation No. 14 issued, authenticated and delivered under the Master Indenture and Supplement No. 14 (as defined in Obligation No. 14) which was delivered to the County as collateral security for the repayment of the Loan and the performance of the Hospital's obligations under this Agreement and which was assigned by the County to the Bond Trustee as security for the Bonds.

"Officer's Certificate" means a certificate signed by a County Representative or a Hospital Representative, as the case may be.

"Official Statement" means the Official Statement dated July ____, 2014, relating to the Bonds.

"Operating Assets" means any or all land, leasehold interests buildings, machinery, equipment, hardware and inventory of the Hospital and each other Member of the Obligated Group (as defined in the Master Indenture) used in their respective trades or businesses, whether separately or together with other such assets, but not including cash, investment securities and other Property (as defined in the Master Indenture) held for investment purposes.

"Principal Account" means the account in the Bond Fund created and so designated by Section 501 of the Trust Agreement.

"Prior Trust Agreement" means the Trust Agreement dated as of April 1, 2004, relating to the Refunded Bonds.

"Refunded Bonds" means the outstanding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2004A.

"Required Payments under the Agreement" means the payments so designated by and set forth in Section 3.04 of this Agreement.

"Sinking Fund Account" means the account in the Bond Fund created and so designated by Section 501 of the Trust Agreement.

"Sinking Fund Requirement" means the Sinking Fund Requirement as defined in Section 101 of the Trust Agreement.

"State" means the State of South Carolina.

"Supplement No. 14" means Supplemental Indenture for Obligation No. 14, dated as of August 1, 2014, between the Hospital and the Master Trustee.

"Total Required Payments" means the sum of Loan Repayments and Required Payments under the Agreement.

"Trust Agreement" means the Trust Agreement securing the Bonds, dated as of August 1, 2014, between the County and U.S. Bank National Association, as Bond Trustee, including any trust agreement amendatory thereof or supplemental thereto.

Section 1.02 Rules of Interpretation. 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 "Bond," "owner," "Holder" and "person" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation, partnership, joint

venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

ARTICLE II

REPRESENTATIONS; TAX COVENANTS

Section 2.01 Representations by the County. The County represents that:

- (a) The County is a body politic and corporate and a political subdivision of the State.
- (b) Under the provisions of the Act, the County is duly authorized to enter into and to execute and deliver this Agreement and the Trust Agreement, to undertake the transactions contemplated by this Agreement and the Trust Agreement, and to carry out its obligations hereunder and thereunder.
- (c) By duly adopted ordinance, the County has duly authorized the execution and delivery of this Agreement and the Trust Agreement and the issuance, sale, execution and delivery of the Bonds.
- (d) The County will lend [\$75,000,000] of the proceeds of the Bonds to the Hospital for the purpose of providing funds, together with other available funds, (A) to refund the Refunded Bonds, and (B) to pay certain expenses incurred in connection with the authorization and issuance of the Bonds.

Section 2.02 Reserved.

Section 2.03 Representations by the Hospital. The Hospital represents that:

- (a) The Hospital has been duly incorporated and is validly existing as a non-profit corporation in good standing under the laws of the State, no part of the net earnings of which inures to the benefit of any private shareholder or individual, is not a private foundation under Section 509(a) of the Code and is an organization described in Section 501(c)(3) of the Code and the regulations thereunder.
- (b) The Hospital has authority to enter into this Agreement and Supplement No. 14 and, by proper corporate action, has been duly authorized to execute and deliver this Agreement, Obligation No. 14 and Supplement No. 14.
- (c) The execution and delivery of this Agreement, Obligation No. 14 and Supplement No. 14, the consummation of the transactions contemplated hereby and thereby, and the fulfillment of or compliance with the terms and conditions hereof and thereof do not and will not conflict with the Hospital's charter or bylaws, and do not and will not in any material respect conflict with, or constitute on the part of the Hospital a breach of or default under, any indenture, deed of trust, mortgage, agreement or other instrument to which the Hospital is a party or conflict with, violate or result in a breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Hospital is subject.
- (d) The Hospital is a "hospital agency" within the meaning of the Act.
- (e) Obligation No. 14 is the joint and several obligation of each Member of the Obligated Group enforceable in accordance with its terms.

Section 2.04 Representations and Covenants of the Hospital with Respect to Tax Matters.

The Hospital represents and covenants that:

(a) All property provided by the net proceeds of the Refunded Bonds will be owned by the Hospital in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The Hospital shall not permit the net proceeds of the Bonds or any facility financed with the proceeds of the Refunded Bonds to be used in any manner that would result in five percent (5%) 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.

(c) The Hospital will not enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Refunded Bonds (or any function of any such facility) that would cause more than 3% of the facilities provided by the Bonds to be considered to be used in a private trade or business of a non-governmental person within the meaning of Section 141(b) of the Code, treating use by qualified 501(c)(3) organizations with respect to activities not constituting unrelated trades or businesses (determined by applying Section 513(a) of the Code) as use by a governmental unit.

(d) The Hospital will not sell or lease any property provided by the Refunded Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bonds; provided, however, such opinion shall not be required if such sale or lease: (i) is to a Member of the Obligated Group (provided such Member of the Obligated Group is an organization described in Section 501(c)(3) of the Code and exempt from taxation under Section 501(a) of the Code); or (ii) is either (A) in the ordinary course of business in compliance with Section 1.142-2(c)(4) of the Regulations promulgated under the Code, or (B) together with all other transfers of Bond financed facilities will not cause more than 3% of the facilities provided by the Bonds to be considered to be used in a private trade or business of a non-governmental person within the meaning of Section 141(b) of the Code, treating use by qualified 501(c)(3) organizations with respect to activities not constituting unrelated trades or businesses (determined by applying Section 513(a) of the Code) as use by a governmental unit.

(e) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The Hospital has not entered into any leases or sales or service contracts with any federal government agency which contracts result in payments being received by the Hospital and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

(f) Not more than two percent (2%) of the proceeds of the Bonds will be used to pay costs related to the issuance of the Bonds.

(g) The Hospital (i) shall not take any action which would cause, or omit to take any action the omission of which would cause, the Hospital to cease being an organization described in Section 501(c)(3) of the Code and exempt from taxation under Section 501(a) of the Code, and (ii) shall not, without first obtaining an opinion of nationally recognized bond counsel that such activity will not affect the tax exemption of the Bonds, carry on or permit to be carried on in the facilities financed or refinanced with the proceeds of the Refunded Bonds or in connection with the facilities provided with the Refunded Bonds to be used in or for any activities which constitute unrelated trades or businesses, determined by applying Section 513(a) of the Code, of the Hospital or any other 501(c)(3) organization; provided,

however, that the Hospital may carry on or permit to be carried on in the facilities financed or refinanced with the proceeds of the Refunded Bonds or in connection with the facilities provided with the Refunded Bonds to be used in or for any activities which constitute unrelated trades or businesses without receiving such an opinion of nationally recognized bond counsel to the extent that the property so used in such unrelated trades or businesses does not exceed 3% of the principal amount of the Bonds.

ARTICLE III

THE LOAN

Section 3.01 Issuance of the Bonds to Fund Loan; Making of the Loan; Security for the Loan Simultaneously with the delivery of this Agreement, the County shall issue and deliver the Bonds to provide it with funds to be loaned to the Hospital pursuant to this Agreement. The Bonds shall be issued in accordance with the Trust Agreement. The Hospital's approval of the terms of the Bonds and the Trust Agreement shall be conclusively established by its execution and delivery of this Agreement.

The Hospital hereby accepts the Loan and as evidence of its obligation to repay the same and as collateral security therefore shall deliver to the County Obligation No. 14. The Hospital shall repay the Loan in accordance with the provisions of Obligation No. 14 and this Agreement. The Hospital acknowledges that the proceeds of the Loan will be delivered to the Bond Trustee and applied on behalf of the Hospital in accordance with this Agreement and the Trust Agreement.

Obligation No. 14 is issued under and secured by the Master Indenture and Supplement No. 14. The Master Indenture provides that the Hospital may issue additional indebtedness secured by the security for Obligation No. 14 on a *pari passu* basis for the purposes, under the terms and conditions and to the extent described in the Master Indenture.

Section 3.02 Total Required Payments. The Hospital shall make Total Required Payments under this Agreement when due.

The Hospital's obligation to make the Total Required Payments and to satisfy any other financial liabilities incurred under this Agreement shall be a direct, general and unconditional obligation of the Hospital.

The Hospital shall make Loan Repayments and Required Payments under the Agreement pursuant to Section 3.04 of this Agreement directly to the Bond Trustee or, in the name of the Bond Trustee, to any Depository for deposit in the Bond Fund. Required Payments under the Agreement pursuant to Section 3.04 shall be made by the Hospital directly to the persons, firms, governmental agencies and other entities entitled to such payments.

Neither of the County or the Bond Trustee is required to give the Hospital notice of any date upon which any of the Total Required Payments is due. Nothing in this Section 3.02 shall require the Hospital to pay the costs and expenses set forth in Section 3.04(i), (iii), (iv) and (v), so long as the validity or the reasonableness thereof shall be contested in good faith and the Hospital shall have delivered to the Bond Trustee an opinion of counsel acceptable to the Bond Trustee to the effect that such contest does not jeopardize the interests of the County, the Bond Trustee or the Holders; otherwise the Hospital shall pay such costs and expenses to the effect that, in the opinion of counsel, the interests of the County and the Bond Trustee or the Holders are not jeopardized. The Hospital may, in good faith, contest the reasonableness or validity of costs and expenses set forth in 3.04(ii) of this Agreement, provided that payment of such expenses as are expenses established by the Bond Trustee in accordance with the Bond Trustee's standard schedule of fees and expenses as published from time to time shall be made when due

and any contest thereof shall be made thereafter.

If, after giving effect to the credits specified in Section 502 of the Trust Agreement, any installment of Total Required Payments should be insufficient to enable the Bond Trustee to make the deposits specified in Section 502 of the Trust Agreement, the Hospital shall increase each future installment of the Total Required Payments as may be necessary to make up any previous deficiency.

Section 3.03 **Loan Repayments.** The Hospital shall repay the Loan in monthly installments, or as otherwise provided in this Agreement. Each monthly installment shall be deemed to be a Loan Repayment and shall be paid at the times and in the amounts set forth below. Loan Repayments shall be sufficient in the aggregate to repay the Loan, together with interest thereon and to pay in full all Bonds issued under the Trust Agreement, together with the total interest and redemption premium, if any, thereon.

The Loan Repayments shall be due and payable as follows:

(a) [on October 25, 2014, and on or before the 25th day of each April and October thereafter, into the Interest Account, an amount which, after credits as hereinafter provided for, is equal to the interest payable on the Bonds on the next ensuing Interest Payment Date;

(b) on October 25, 2014, and on or before the 25th day of each October thereafter, into the Principal Account, the amount required to retire the Serial Bonds maturing on the next ensuing November 1;

(c) on October 25, 2019, and on or before the 25th day of each October thereafter, into the Sinking Fund Account, the amount required to retire the Term Bonds to be called by mandatory redemption or to be paid at maturity on the next ensuing November 1 in accordance with the Sinking Fund Requirement therefor or the maturity thereof; and]

(d) any amount that may from time to time be required to enable the County to pay redemption premiums as and when Bonds are called for redemption.

Each Loan Repayment as set forth in this Section 3.03 shall be equal to the sum of the amounts specified above in paragraphs (a) to (d), inclusive.

On the Interest Payment Date immediately following a date on which the Hospital shall have failed to pay to the Bond Trustee the amount due as a Loan Repayment or on which an investment loss shall have been charged to the Bond Fund or any account therein in accordance with Section 502 of the Trust Agreement, the Hospital shall pay, in addition to the Loan Repayment then due, an amount equal to the deficiency in payment or the amount of such loss. To the extent that investment earnings are transferred or credited to the Bond Fund or any account therein in accordance with Articles IV or V of the Trust Agreement or amounts are transferred or credited to such Bond Fund or accounts as a result of the application of Bond proceeds, or otherwise, future Loan Repayments shall be proportionately reduced by the amount so credited unless such transfer is made to cure deficiencies in the fund or account to which the transfer is made.

The Hospital may satisfy all or a portion of its obligations to make the payments required by subparagraphs (b) and (c) of the second paragraph of this Section 3.03, on or before the 45th day next preceding any November 1 on which Bonds are to mature or be retired pursuant to the Sinking Fund Requirement, by delivering to the Bond Trustee Bonds maturing or required to be redeemed on such November 1 in any aggregate principal amount desired. Upon such delivery for cancellation the Hospital

will receive a credit against amounts required to be deposited into the Principal Account or the Sinking Fund Account on or before the next succeeding payment date on account of such Bonds in the amount of one hundred percent (100%) of the principal amount of any such Bonds so purchased and canceled. If, on any November 1, the face amount of such Bonds plus the amounts deposited to the credit of the Principal Account or the Sinking Fund Account for payment on such November 1 are greater than the amount required to be deposited into such Account, such excess shall be returned to the Hospital by the Bond Trustee as an overpayment.

The Hospital may prepay all or any part of the Loan at the times and in the manner provided in Article VII of this Agreement.

Section 3.04 Required Payments under the Agreement.

The Hospital shall also pay, when due and payable, as Required Payments under the Agreement, certain costs and expenses, exclusive of costs and expenses payable from the proceeds of the Bonds, as follows:

- (i) the fees and other costs incurred for services of the Bond Registrar;
- (ii) the fees and other costs payable to the Bond Trustee;
- (iii) all costs incurred in connection with the purchase or redemption of Bonds to the extent money is not otherwise available therefor;
- (iv) the fees and other costs incurred for services of such engineers, architects, attorneys, management consultants, insurance advisers and accountants as are employed to make examinations, provide services, render opinions or prepare reports required under this Agreement, the Master Indenture or the Trust Agreement;
- (v) reasonable fees and other costs that the Hospital is obligated to pay, not otherwise paid under this Agreement or the Trust Agreement, incurred by the County in connection with its administration and enforcement of, and compliance with, this Agreement or the Trust Agreement, and reasonable attorneys' fees; and

The Required Payments under this Agreement as set forth in this Section 3.04, if any, shall be not less than the sum of the amounts specified in clauses (i) to (v), inclusive.

Section 3.05 Hospital's Payments as Trust Funds. All payments of the Loan Repayments and Required Payments made by or on behalf of the Hospital under this Agreement to the Bond Trustee or in the name of the Bond Trustee to any Depositary shall be and constitute trust funds, whether held by the Bond Trustee, the Bond Registrar or any other bank or trust company designated for such purpose, and shall continue to be impressed with a trust until such money is applied in the manner provided in the Trust Agreement.

The Hospital may at any time give to the Bond Trustee written directions respecting the investment of any money held in any of the funds or accounts established under the Trust Agreement, subject, however, to the provisions of Article V of the Trust Agreement. The Bond Trustee may request, orally or in writing, direction or authorization of the Hospital with respect to the proposed investment of money under the provisions of the Trust Agreement. Upon receipt of such request, accompanied by a memorandum setting forth the details of any proposed investment, the Hospital shall either approve such proposed investment in writing or shall give written directions to the Bond Trustee respecting the

investment of such money.

Section 3.06 No Set-Off. The obligation of the Hospital to make the Loan Repayments and all other Required Payments under the Agreement and Obligation No. 14 and to perform and observe the other agreements contained in this Agreement shall be absolute and unconditional. The Hospital shall pay without abatement, diminution or deduction (whether for taxes or otherwise) all such amounts regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Hospital may have or assert against the County, the Bond Trustee, any Holder or any other person.

Section 3.07 Pledge and Assignment to Bond Trustee. Simultaneously with the delivery of this Agreement, the County shall pledge and assign to the Bond Trustee as security for the Bonds all of the County's right, title and interest in and to Obligation No. 14, the Master Indenture and this Agreement (except for those certain rights under this Agreement that are set forth in the granting clauses of the Trust Agreement). The Hospital hereby consents to such pledge and assignment and agrees that the Bond Trustee may enforce any and all rights, privileges and remedies of the County under or with respect to Obligation No. 14, the Master Indenture and this Agreement, including those rights reserved by the County.

ARTICLE IV

COST OF ISSUANCE FUND: PAYMENT OF COST OF REFUNDED BONDS

Section 4.01 Disbursements from Cost of Issuance Fund. The money in the Cost of Issuance Fund shall be applied by the Bond Trustee, upon receipt of a certificate signed by a Hospital Representative, to the payment of Costs of Issuance in accordance with the provisions of Article IV of the Trust Agreement, and pending such application such money shall be invested and reinvested in accordance with Article VI of the Trust Agreement.

Section 4.02 Payment of Cost of Refunded Bonds. At such time as the Hospital has notice that the funds initially deposited with the Escrow Agent pursuant to the Escrow Agreement on the date of delivery of the Bonds, together with the investment earnings thereon, are insufficient to pay the redemption price of or the amount due at maturity upon the Refunded Bonds as contemplated in the Escrow Agreement, the Hospital shall deliver or cause to be delivered to the Escrow Agent, in cash and/or "Defeasance Obligations" (within the meaning of the Prior Trust Agreement) an amount equal to such deficiency. The obligation of the Hospital to pay any such deficiency shall be a direct, general and unconditional obligation of the Hospital.

If the Hospital should pay any such deficiency, it shall not be entitled to any reimbursement therefor from the County or from the Bond Trustee, and shall not be entitled to any abatement, diminution or postponement of Total Required Payments.

ARTICLE V

SPECIAL COVENANTS

Section 5.01 Compliance with Covenants, Conditions and Agreements in Master Indenture. The Hospital covenants that so long as the Bonds are Outstanding it shall comply with, and with respect to the other Members of the Obligated Group (as defined in the Master Indenture) covenants to cause each Member of the Obligated Group to comply with, each and every covenant, condition and agreement in the Master Indenture. Each such covenant, condition and agreement in the Master Indenture is hereby incorporated by reference and made a part of this Agreement with the same effect intended as though the text of each such covenant, condition and agreement were set forth in this Agreement as express covenants, conditions and agreements of the Hospital.

Section 5.02 Examination of Books and Records of the Hospital. The County and the Bond Trustee shall be permitted, during normal business hours and upon reasonable notice, to examine the books and records of the Hospital, including any accountants' work papers, with respect to compliance with the obligations of the Hospital hereunder and under the Master Indenture.

Section 5.03 Financial Statements and Other Information.

(a) The Hospital shall furnish to the County, the Bond Trustee, S&P, Fitch, and any Holder who requests the same in writing, the financial statements, certificate of no default and other information which the Hospital has covenanted to furnish the Master Trustee pursuant to Section 3.10 of the Master Indenture. Such information shall be furnished to the County, the Bond Trustee, S&P, Fitch, and any Holder who requests such in writing at the times and in the manner provided by Section 3.10 of the Master Indenture for such information to be furnished to the Master Trustee. Simultaneous therewith, the Hospital shall cause to be filed with the County and the Bond Trustee an Officer's Certificate demonstrating compliance with the provisions of Section 3.07 of the Master Indenture.

(b) In addition, so long as any Bonds are Outstanding, the Hospital covenants that it will file with the Bond Trustee within ten (10) days following its receipt thereof, a copy of any report and recommendations submitted by any Consultant pursuant to Section 3.07(b) of the Master Indenture.

Section 5.04 Further Assurances and Corrective Instruments. Subject to the provisions of Section 10.02 of this Agreement, the County and the Hospital agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

Section 5.05 Recording and Filing; Other Instruments. (a) The Hospital covenants that it will, upon the request of the Bond Trustee, cause counsel to render an opinion to the Bond Trustee not earlier than 60 nor later than 30 days prior to each fifth anniversary date after the issuance of the Bonds to the effect that all financing statements and continuation statements have been recorded or filed or re-recorded or re-filed in such manner and in such places required by law in order fully to preserve and to protect to the extent possible under applicable law the rights of the Bond Trustee in the assignment of certain rights of the County under this Agreement and Obligation No. 14 to the Bond Trustee as against creditors of, or purchasers for value from, the County or the Hospital.

(b) At the direction of the Bond Trustee, the Hospital and the County shall execute and deliver all instruments and shall furnish all information and evidence deemed necessary or advisable by such counsel to enable him to render the opinion referred to in subsection (a) of this Section. The Hospital

shall file and re-file and record and re-record or cause to be filed and re-filed and recorded and re-recorded all instruments required to be filed and re-filed and recorded and re-recorded pursuant to the opinion of such counsel and at the direction of the Bond Trustee shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding, except as otherwise in this Agreement required.

Section 5.06 Inspections: Reports: Repairs. During normal business hours and upon reasonable notice, the County, the Bond Trustee and the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds, through their respective officers, employees, consultants and other authorized representatives, shall have free and unobstructed access at all reasonable times to make an inspection of any Operating Assets for purposes of ascertaining whether the Hospital has complied with its agreements and obligations under this Agreement. Upon the request from time to time of the County or the Bond Trustee, which request shall not be made unless any such inspection referred to above shall disclose that the Hospital may have violated any of its agreements under the provisions of this Agreement, the Hospital shall cause an inspection of the Operating Assets to be made by an architect or an engineer acceptable to the County and shall file with the County and the Bond Trustee immediately following each such inspection the report of such architect or engineer setting forth (a) findings as to whether the Operating Assets have been maintained in good repair, working order and condition and (b) recommendations as to the proper maintenance and repair of the Operating Assets during the remaining life of the Bonds then Outstanding. If such report concludes that the Operating Assets have not been maintained in good repair, working order and condition, the Hospital shall restore the Operating Assets promptly to good repair, working order and condition with all expedition practicable.

Section 5.07 Continuing Disclosure. The Hospital undertakes, for the benefit of the Holders of the Bonds, to provide:

(a) by not later than one hundred twenty (120) days after the end of each fiscal year of the Hospital (the "Fiscal Year"), beginning with the Fiscal Year ended September 30, 2014, to the National Repository and to the state information depository for the State of South Carolina ("SID"), if any, the Audited Financial Statements (described below) for such Fiscal Year, if available, or, if such Audited Financial Statements are not available by one hundred twenty (120) days after the end of such Fiscal Year, the Unaudited Financial Statements (described below) for such Fiscal Year to be replaced subsequently by the Audited Financial Statements to be delivered within ten (10) days after such Audited Financial Statements become available for distribution;

(b) by not later than one hundred twenty (120) days after the end of each Fiscal Year, beginning with the Fiscal Year ended September 30, 2014, to the National Repository and to the SID, if any, the following financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year (i) utilization statistics of the type set forth under the heading "UTILIZATION" in the Official Statement; (ii) revenue and expense data of the type set forth under the headings "FINANCIAL PERFORMANCE" and "MANAGEMENT DISCUSSION" in APPENDIX A to the Official Statement; (iii) sources of patient revenue of the type set forth under the heading "FINANCIAL PERFORMANCE – Sources of Revenue" in APPENDIX A to the Official Statement; and (iv) outstanding indebtedness, unless such information is included in the audited financial statements of the Hospital, together with such narrative explanation, as may be necessary to avoid misunderstanding, and to assist the reader in understanding the presentation of financial and operating data concerning the Hospital and in judging the financial and operating condition of the Hospital;

(c) by not later than forty-five (45) days after the end of the each quarterly fiscal period of each Fiscal Year, beginning with the quarterly fiscal period ending December 31, 2014 for Fiscal Year

2015, to the National Repository and to the SID, if any, for such quarterly fiscal period (i) Unaudited Financial Statements (as hereinafter defined), including balance sheet and statement of operations of the Hospital, as of the end of each such quarterly fiscal period, shown in each case in comparative form with the same period of the preceding quarterly fiscal period in reasonable detail; (ii) an update of the financial and statistical data as of a date not earlier than the end of the preceding quarterly fiscal period for the following information: (A) utilization statistics of the type set forth under the heading "UTILIZATION" in Appendix A to the Official Statement; (B) revenue and expense data of the type set forth under the headings "FINANCIAL PERFORMANCE" and "MANAGEMENT DISCUSSION" in Appendix A to the Official Statement; (C) sources of patient revenue of the type set forth under the heading "FINANCIAL PERFORMANCE -Sources of Revenue" in Appendix A to the Official Statement; and (D) outstanding indebtedness, unless such information is included in the Unaudited Financial Statements together with such narrative explanation as may be necessary to avoid misunderstanding, and to assist the reader in understanding the presentation of financial and operating data concerning the Hospital and in judging the financial and operating condition of the Hospital; and (iii) notice of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of the Holders of the Bonds, if material;
- (8) Bond calls (other than mandatory sinking fund redemptions), if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Hospital;
- (13) The consummation of a merger, consolidation, or acquisition involving the Hospital or the sale of all or substantially all of the assets of the Hospital, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(d) in a timely manner, to the National Repository and to the SID, if any, of a failure of the Hospital to provide any of the information described in this Section 5.07 on or before the date specified.

(e) For purposes of this Section 5.07, "Audited Financial Statements" means the combined financial statements of the Hospital and its affiliates for a twelve-month period, or for such other period for which an audit has been performed, prepared in accordance with generally accepted accounting principles, which have been audited and reported upon by independent certified public accountants. Audited Financial Statements will also include, in an additional information section, unaudited combined financial statements for the same twelve-month period from which the accounts of any affiliate which is not a Member of the Obligated Group have been eliminated and to which the accounts of any Member of the Obligated Group which is not an affiliate have been added; provided, however, that for purposes of adding the accounts of a Member of the Obligated Group which is not an affiliate, the balances of such accounts will be extracted from audited financial statements of such Member of the Obligated Group and its affiliates, if any. For purposes of this Section 5.07, "Unaudited Financial Statements" has the same meaning as Audited Financial Statements, except that such financial statements have not been audited and reported upon by independent certified public accountants.

(f) If the Hospital fails to comply with the undertaking described above, any Holder of the Bonds then Outstanding may take action to protect and enforce the rights of all Bondholders with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking will not be an Event of Default under this Agreement and will not result in any acceleration of payment on the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all Holders of the Bonds.

(g) The Hospital reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Hospital, provided that:

(i) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, composition, nature or status of the Obligated Group;

(ii) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 issued under the Securities Exchange Act of 1934 ("Rule 15c2-12") as of the date of the Official Statement relating to the Bonds, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(iii) any such modification does not materially impair the interests of the Holders of the Bonds, as determined by bond counsel, or by the approving vote of the Holders of a majority in principal amount of the Bonds then Outstanding pursuant to the terms of the Trust Agreement, as it may be amended from time to time.

Any annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendments and the impact of the change in the type of operating data or financial information being provided.

The undertaking described in this Section 5.07 will terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full or the principal of and interest on all of the Bonds.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01 **Events of Default Defined.** The term "Event of Default" shall mean any one or more of the following events:

(a) Default in the due and punctual payment of any Loan Repayment or any payment required under Obligation No. 14; or

(b) (i) Default in the due and punctual payment of any Required Payment under the Agreement set forth in Section 3.04 of this Agreement; or (ii) Default in the performance, observation or compliance with any covenant, condition or agreement on the part of the Hospital under this Agreement (other than a failure to make any payment under subsection (a) of this Section 6.01 or failure to comply with the provisions of Section 5.07 hereof), including any covenant, condition or agreement in the Master Indenture applicable to any Member of the Obligated Group and incorporated by reference in this Agreement pursuant to Section 5.01 hereof, or any covenant, condition, or agreement contained in Supplement No. 14 and, if capable of cure, such default continues for a period of 30 days after the date on which written notice of such default, requiring the same to be remedied, shall have been given to the Hospital by the Bond Trustee, or to the Hospital and the Bond Trustee by the Holders of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding; provided, however, that if such performance, observation or compliance, if capable of achieving cure, requires work to be done, action to be taken or conditions to be remedied which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such 30-day period, no Event of Default shall be deemed to have occurred or to exist if, and so long as, the Hospital shall commence such performance, observation or compliance within such period and shall diligently and continuously prosecute the same to completion; or

(c) The Master Trustee shall have declared the outstanding principal amount of Obligation No. 14 and all interest due thereon immediately due and payable in accordance with Section 4.02(a) of the Master Indenture or an Event of Default shall have occurred under the Master Indenture which would entitle the Master Trustee so to accelerate Obligation No. 14; or

(d) An "Event of Default" shall have occurred under the Trust Agreement or the Master Indenture.

Section 6.02 **Remedies on Default.** Whenever any Event of Default shall have happened and be continuing, the County may take the following remedial steps:

(a) In the case of an Event of Default described in Section 6.01(a) of this Agreement, the County may take whatever action at law or in equity is necessary or desirable to collect the payments then due under Obligation No. 14;

(b) In the case of an Event of Default described in Section 6.01(b) of this Agreement, the County may take whatever action at law or in equity is necessary or desirable to enforce the performance, observance or compliance by the Hospital with any covenant, condition or agreement by the Hospital under this Agreement;

(c) In the case of an Event of Default described in Section 6.01(c) of this Agreement, the County shall take such action, or cease such action, as the Master Trustee shall direct, but only to the extent such directions are consistent with the provisions of the Master Indenture; and

Notwithstanding any other provision of this Agreement or any right, power or remedy existing at law or in equity or by statute, the County shall not under any circumstances declare the entire unpaid aggregate amount of the Loan to be immediately due and payable except in the event that the Master Trustee shall have declared the aggregate principal amount of Obligation No. 14 and all interest due thereon immediately due and payable in accordance with Section 4.02(a) of the Master Indenture and Supplement No. 14.

Section 6.03 Application of Amounts Realized in Enforcement of Remedies. Any amounts collected pursuant to action taken under Section 6.02 hereof shall be paid to the Bond Trustee for deposit in the Bond Fund and applied in accordance with the provisions of the Trust Agreement or, if payment of the Bonds shall have been made or provision therefor shall have been made in accordance with Article XII of the Trust Agreement, shall be applied according to the provisions of Section 10.04 hereof.

Section 6.04 No Remedy Exclusive. Subject to Section 6.02 of this Agreement, no remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.05 Agreement to Pay Attorneys' Fees and Expenses. In any Event of Default, if the County or the Bond Trustee employs attorneys or incurs other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements on the part of the Hospital herein contained, whether or not suit is commenced, the Hospital agrees that it will on demand therefor pay to the County or the Bond Trustee the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County or the Bond Trustee.

Section 6.06 County and Hospital to Give Notice of Default. The County and the Hospital severally covenant that they will, at the expense of the Hospital, promptly give to the Bond Trustee written notice of any Event of Default of which they shall have actual knowledge or written notice, but the County shall not be liable for failing to give such notice.

ARTICLE VII

PREPAYMENTS

Section 7.01 Optional Prepayment. The Hospital is hereby granted, and shall have, the option to prepay, together with accrued interest, all or any portion of the unpaid aggregate amount of the Loan in accordance with the terms and provisions of the Trust Agreement. Said prepayment shall be made by the Hospital taking, or causing the County to take, the actions required (a) for payment of the Bonds, whether by redemption or purchase prior to maturity or by payment at maturity, or (b) to effect the purchase, redemption or payment at maturity of less than all of the Bonds according to their terms.

Section 7.02 Extraordinary Prepayment. The Hospital shall have the option to prepay the unpaid aggregate amount of the Loan (in whole or in part upon the occurrence of the events described in (a) below, or in whole upon the occurrence of the events described in (b) below), together with accrued interest to the date of prepayment, upon the occurrence of one of the following events:

- (a) Damage or destruction of all or any part of the Operating Assets by fire or

casualty, or loss of title to or use of substantially all of the Operating Assets as a result of the failure of title or as a result of Eminent Domain proceedings or proceedings in lieu thereof; or

(b) Changes in the Constitution of the United States of America or of the State or in legislation or administrative action, or failure of administrative action by the United States or the State or any agency or political subdivision of either thereof, or by reason of any judicial decision;

in either event, to such extent that in the opinion of the board of trustees of the Hospital (expressed in a resolution) and in the opinion of an independent architect, engineer or management consultant (as may be appropriate for the particular event), both filed with the County and the Bond Trustee, (i) this Agreement is impossible to perform without unreasonable delay or (ii) unreasonable burdens or excessive liabilities not being imposed on the date hereof are imposed on the Hospital.

Subject to the provisions of Section 3.04 of the Master Indenture, this Section 7.02 shall not be construed to prohibit the Hospital from applying insurance proceeds with respect to any casualty loss or condemnation awards or payments in lieu thereof to the optional prepayment of the Loan in accordance with the provisions of Section 7.01 of this Agreement.

Section 7.03 Notice of Prepayment and Right of Revocation.

(a) To make a prepayment pursuant to Section 7.01 or 7.02, the Hospital shall give written notice to the County and the Bond Trustee which shall specify therein (i) the date of the intended prepayment of the Loan, which shall be not less than forty-five (45) days nor more than seventy-five (75) days from the date the notice is mailed, (ii) the aggregate principal amount of the Bonds to be redeemed or paid at maturity and the date or dates on which such redemption or payment is to occur, and which shall include such certificates or opinions as are required by Section 7.02, (iii) the source of the money that will be used by the Hospital to make such prepayment of the Loan, and (iv) the maturity or maturities of the Bonds to be redeemed or paid.

(b) The Hospital shall have the right to revoke any notice given pursuant to this Section 7.03 of a prepayment pursuant to Section 7.01 if, on or prior to the date fixed for redemption of Bonds pursuant to Section 301(a) of the Trust Agreement, the Hospital Representative notifies the Bond Trustee in writing that the Hospital has elected to revoke its election to redeem such Bonds because it has determined that the source of money for such redemption specified in the notice given by the Hospital Representative pursuant to Section 7.03(a) of this Agreement will not be available.

ARTICLE VIII

INDEMNIFICATION AND NON LIABILITY OF THE COUNTY AND THE BOND TRUSTEE

Section 8.01 General. The Hospital shall and hereby does indemnify and hold harmless the County, the Bond Trustee and all members, officers, directors, agents and employees thereof against all losses, costs, damages, expenses and liabilities (collectively referred to hereinafter as "Losses") of whatever nature (including but not limited to reasonable attorneys fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined, excluding any such Loss or Claim that arises out of an act of gross negligence or willful misconduct of any member, officer, director, agent or employee of the County or the Bond Trustee. The word "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature, including but not

limited to claims, lawsuits, causes of action and other legal actions and proceedings, involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the County, the Bond Trustee, the Hospital and any other person) brought against the County or the Bond Trustee or to which the County or the Bond Trustee is a party, that directly or indirectly result from, arise out of or relate to (i) the design, construction, transfer, sale, operation, use, occupancy, maintenance or ownership of the facilities financed or refinanced with the proceeds of the Refunded Bonds or any part thereof or (ii) the execution, delivery or performance of this Agreement, the Trust Agreement, the Master Indenture or any related instruments or documents. The obligations of the Hospital under this Section 8.01 shall apply to all Losses or Claims, or both, that result from, arise out of or are related to any event, occurrence, condition or relationship prior to termination of this Agreement, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement or thereafter. The County or the Bond Trustee, as the case may be, shall reimburse the Hospital for payments made by the Hospital pursuant to this Section 8.01 to the extent of any proceeds, net of all expenses of collection, actually received by the County or the Bond Trustee from any insurance covering such Claims with respect to the Losses sustained. The County and the Bond Trustee shall have the duty to claim any such insurance proceeds and the County and the Bond Trustee shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to the Hospital. In case any action shall be brought against the County or the Bond Trustee in respect of which indemnity may be sought against the Hospital, then the County or the Bond Trustee, as the case may be, shall promptly notify the Hospital in writing. Failure to notify the Hospital shall not relieve it from any liability that it may have other than on account of this Agreement except to the extent such failure to notify prejudices the Hospital's ability to defend the claim or mitigate any losses. The Hospital shall have the right to assume the investigation and defense thereof, including the employment of counsel, which counsel shall be reasonably satisfactory to the indemnified parties, and the payment of all expenses. The County shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, and the reasonable fees and expenses of such counsel shall be paid by the Hospital. The Bond Trustee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Bond Trustee unless the employment of such counsel has been authorized by the Hospital or the Bond Trustee has reasonably objected to a joint defense by the Hospital on the ground that there may be legal defenses available to it that are different from or in addition to those available to the Hospital, in which case the Bond Trustee shall have the right to designate and retain separate counsel in such action and the reasonable fees and expenses of such counsel shall be paid by the Hospital. If no reasonable objection is made and the Hospital assumes the defense of such action, the Hospital shall not be liable for the fees and expenses of any counsel for the Bond Trustee incurred thereafter in connection with such action. In no event shall the Hospital be liable for the fees and expenses of more than one counsel for the Bond Trustee in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, unless the retaining of additional counsel has been specifically authorized by the Hospital.

Notwithstanding anything in this Section 8.01 to the contrary, the Hospital shall not be liable for any Losses of or Claims of or against the Bond Trustee resulting from the negligent act of or negligent failure to take action by the Bond Trustee.

Section 8.02 Payment of Costs upon Default. The Hospital shall pay, and shall indemnify the County and the Bond Trustee against, all costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in enforcing any covenant or agreement of the Hospital contained in this Agreement, the Trust Agreement, and the Master Indenture.

ARTICLE IX

TERMINATION OF AGREEMENT

Section 9.01 Termination of Agreement. When all Bonds have been defeased in accordance with Section 1201 of the Trust Agreement and all other obligations incurred by the County and the Hospital under the Trust Agreement and this Agreement have been paid or sufficient funds for such payment are held in trust by the Bond Trustee for such purposes, this Agreement shall terminate and the Bond Trustee shall contemporaneously cancel Obligation No. 14 and shall deliver the same to the Hospital.

ARTICLE X

MISCELLANEOUS

Section 10.01 Members of County Council, Officers and Employees of the County and Hospital not Liable. Neither the members of County Council, officers and employees of the County, nor the members of the board of directors or the officers and employees of the Hospital, shall be personally liable for any costs, losses, damages or liabilities caused or subsequently incurred by the Hospital or any officer, director or agent thereof in connection with or as a result of this Agreement.

Section 10.02 Amendment of Agreement. This Agreement may, without the consent of or notice to any of the Holders, be amended, from time to time, to:

- (a) cure any ambiguity or formal defect or omission in this Agreement or in any supplement thereto;
- (b) grant to or confer upon the Bond Trustee for the benefit of the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders or the Bond Trustee;
- (c) add conditions, limitations and restrictions on the Hospital to be observed thereafter.

Other than amendments referred to in the preceding paragraph of this Section and subject to the terms and provisions and the limitations contained in Section 1102 of the Trust Agreement with respect to modification of the Trust Agreement and not otherwise, the Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to consent to and approve the execution by the Hospital and the County of such supplements and amendments hereto as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein; provided, however, nothing in this Section shall permit or be construed as permitting a supplement or amendment which would:

- (i) extend the stated maturity of or time for paying interest on Obligation No. 14 or reduce the principal amount of or the redemption premium or rate of interest payable on Obligation No. 14 without the consent of the Holders of all Bonds then Outstanding;
- (ii) except as expressly permitted at the time of execution of this Agreement, grant to the holder of any Indebtedness (as defined in the Master Indenture) a security interest in Pledged Assets (as defined in the Master Indenture) superior to that of the

Holders without the consent of the Holders of all Bonds then Outstanding; or

(iii) reduce the aggregate principal amount of Bonds then Outstanding the consent of the Holders of which is required to authorize such supplement or amendment without the consent of the Holders of all Bonds then Outstanding.

Copies of any modification of or amendment to this Agreement shall be sent to S&P and Fitch no later than ten (10) days prior to the effective date thereof.

Section 10.03 Redemption of Bonds. Upon the request of the Hospital made in accordance with this Agreement, the County shall take all steps that may be proper and necessary under the applicable redemption provisions of the Trust Agreement to effect the redemption of all or part of the then Outstanding Bonds in such principal amount and on such redemption date as the Hospital shall direct. All expenses of such redemption shall be paid from money in the hands of the Bond Trustee or by the Hospital and not from funds of the County.

Section 10.04 Surplus Funds. When all Bonds shall have been redeemed or retired and Obligation No. 14 and all other obligations incurred or to be incurred by the County and the Bond Trustee under the Trust Agreement or this Agreement shall have been paid, or sufficient funds or Defeasance Obligations shall be held in trust pursuant to the Trust Agreement for the payment of all such obligations, any surplus funds remaining to the credit of any fund or account established under the Trust Agreement for the security of the Bonds shall be paid to the Hospital as an overpayment of the Total Required Payments.

Section 10.05 Limitation on the County's Liability. All obligations of the County under this Agreement shall be payable solely from the Total Required Payments and other revenues derived and to be derived from the Hospital. Neither the members, officers nor employees of the County shall be personally liable for the payment of any sum or for the performance of any obligation under this Agreement.

Section 10.06 Hospital's Remedies. In the event the County should fail to perform any of its obligations under this Agreement, the Hospital may institute such action against the County as the Hospital may deem necessary to compel performance; provided, however, that no such action shall seek to impose, or impose, any pecuniary liability upon the County, or any personal or pecuniary liability upon any officer or employee thereof, except in the case of willful misconduct, nor shall any such failure excuse the obligations of the Hospital hereunder.

Section 10.07 Consents and Approvals. Whenever the written consent or approval of the County or the Hospital shall be required under the provisions of this Agreement, such consent or approval shall not be unreasonably withheld or delayed. Unless otherwise specified herein, consents of the County shall be executed and delivered on behalf of the County by the County Representative, and consents of the Hospital shall be executed and delivered on behalf of the Hospital by the Hospital Representative.

Section 10.08 Extent of Covenants. All covenants, stipulations, obligations and agreements of the County and the Hospital contained in this Agreement shall be effective to the extent authorized and permitted by applicable law.

Section 10.09 Arbitrage. The County and the Hospital shall proceed with due diligence to spend the proceeds of the Bonds to pay the Cost of the Project and to refund the Refunded Bonds. The County and the Hospital shall take no action, and shall not approve any action of, or the making of any investment or use of the proceeds of the Bonds by, the Bond Trustee that would cause the Bonds to be

“arbitrage bonds” within the meaning of Section 148 of the Code and the regulations thereunder as such may be applicable to the Bonds at the time of such action, investment or use.

Section 10.10 Notices; Demands; Requests. All notices, demands and requests to be given to or made hereunder by the Hospital, the County, or the Bond Trustee shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to the Hospital -

McLeod Regional Medical Center
555 East Cheves Street
Florence, South Carolina 29501
Attention: President and Chief Executive Officer

(b) As to the County -

Florence County, South Carolina
c/o Florence County Council
City-County Complex
180 N. Irby Street
Florence, South Carolina 29501
Attention: Chairman

(c) As to the Bond Trustee -

U.S. Bank National Association
1441 Main Street, Suite 775
Columbia, South Carolina 29201
Attn: Corporate Trust Department

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by facsimile or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

Section 10.11 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

Section 10.12 Severability. If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest extent permitted by law.

Section 10.13 State Law Controlling. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

Section 10.14 Effective Date of this Agreement. Notwithstanding that this Agreement is dated as of August 1, 2014, this Agreement shall take effect when it is fully executed and has been delivered to the parties hereto contemporaneously with the delivery of and payment for the Bonds, and none of the Total Required Payments shall be payable prior to or for any period prior to the effective date of this Agreement.

Section 10.15 Obligations Cumulative; Provisions of Master Indenture Control. The obligations of the Hospital under this Agreement shall be in addition to the obligations of the Hospital under the Master Indenture, and in the event of any conflict between this Agreement and the Master Indenture, the provisions of the Master Indenture shall control.

Section 10.16 Applicability of Agreement to Bond Trustee. The Hospital and the County agree that the Bond Trustee, as assignee of the County, shall be entitled to enforce and to benefit from the terms and conditions of this Loan Agreement that relate to the County, except for certain rights reserved by the County, notwithstanding the fact that it is not a signatory hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Florence County, South Carolina, has caused these presents to be signed in its name and on its behalf by the Chairman of its County Council and its official seal to be hereunto affixed and attested by the Clerk of its County Council; and McLeod Regional Medical Center of the Pee Dee, Inc. has caused these presents to be signed in its name and on its behalf by its President and Chief Executive Officer and its corporate seal to be hereunto affixed and attested by its Chief Financial Officer all as of the first day of August, 2014.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

By _____
Chairman, Florence County Council

Attest:

Clerk, Florence County Council

DRAFT

MCLEOD REGIONAL MEDICAL CENTER
OF THE PEE DEE, INC.

(SEAL)

By _____
President and Chief Executive Officer

Attest:

Chief Financial Officer

DRAFT

FORM OF 2014 TRUST AGREEMENT

DRAFT

TRUST AGREEMENT

by and between

FLORENCE COUNTY, SOUTH CAROLINA

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of August 1, 2014

Relating to

[\$75,000,000]
Refunding Hospital Revenue Bonds
(McLeod Regional Medical Center Project)
Series 2014

TRUST AGREEMENT
TABLE OF CONTENTS

(This Table of Contents is not a part of the Trust Agreement and is only for convenience of reference.)

ARTICLE I
DEFINITIONS

Section 101	Meaning of Words and Terms	3
Section 102	Rules of Construction	10

ARTICLE II
DETAILS OF BONDS; ISSUANCE OF BONDS

Section 201	Limitation on Issuance of Bonds	11
Section 202	Terms of Bonds.....	11
Section 203	Authentication of Bonds	12
Section 204	Exchange of Bonds	13
Section 205	Negotiability, Registration and Transfer of Bonds	13
Section 206	Ownership of Bonds	13
Section 207	Authorization of Bonds.....	13
Section 208	No Additional Bonds	16
Section 209	Temporary Bonds	16
Section 210	Mutilated, Destroyed, or Stolen Bonds	16
Section 211	Book-Entry Only System.....	16

ARTICLE III
REDEMPTION OF BONDS

Section 301	Redemption Dates and Prices	18
Section 302	Selection of Bonds to be Redeemed	18
Section 303	Redemption Notice	19
Section 304	Effect of Calling for Redemption	19
Section 305	Redemption of Portion of Bonds	20
Section 306	Use of Defeasance Obligations to Redeem Bonds.....	20
Section 307	Conditional Redemption; Revocation of Redemption Notice.....	20
Section 308	Purchases in Lieu of Redemption	20

ARTICLE IV
COST OF ISSUANCE FUND

Section 401	Cost of Issuance Fund.....	20
Section 402	Payments from Cost of Issuance Fund.....	21
Section 403	Reliance Upon Certificates	21

ARTICLE V
BOND FUND

Section 501	Establishment of Bond Fund.....	21
Section 502	Deposits to the Bond Fund.....	21

Section 503	Application of Money in Interest Account	22
Section 504	Application of Money in Principal Account	22
Section 505	Application of Money in Sinking Fund Account	23
Section 506	Reserved	23
Section 507	Application of Money in Redemption Account	23
Section 508	Reserved	24
Section 509	Money Held in Trust	24
Section 510	Cancellation of Bonds	24
Section 511	Disposition of Fund Balances	24

ARTICLE VI SECURITY FOR DEPOSITS, INVESTMENT OF FUNDS, AND COVENANT AS TO ARBITRAGE

Section 601	Security for Deposits	25
Section 602	Investment of Money	25
Section 603	Valuation	26
Section 604	Covenant as to Arbitrage	26

ARTICLE VII GENERAL COVENANTS AND REPRESENTATIONS

Section 701	Payment of Principal, Interest and Premium	26
Section 702	Covenant to Perform; Authority of County	27
Section 703	Covenant as to the Agreement	27
Section 704	Enforcement of the Agreement	27
Section 705	Further Instruments and Actions	27

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 801	Events of Default	27
Section 802	Acceleration of Maturities; Remedies on Default	28
Section 803	Bond Trustee May Bring Suit	29
Section 804	Application of Funds	29
Section 805	Effect of Discontinuance of Proceedings	31
Section 806	Control of Proceedings by Holders	31
Section 807	Restrictions Upon Actions by Individual Holders	31
Section 808	Appointment of Receiver	31
Section 809	Enforcement of Rights of Action	32
Section 810	No Remedy Exclusive	32
Section 811	Delay Not a Waiver	32
Section 812	Notice of Default	32
Section 813	Right to Enforce Payment of Bonds Unimpaired	32

ARTICLE IX THE BOND TRUSTEE AND THE BOND REGISTRAR

Section 901	Acceptance of Duties	33
Section 902	Indemnification of Bond Trustee as Condition for Remedial Action	34
Section 903	Limitations on Obligations and Responsibilities of Bond Trustee; Additional Rights of Bond Trustee	34
Section 904	Bond Trustee Not Liable for Failure of County to Act	35
Section 905	Compensation and Indemnification of Bond Trustee and Bond Registrar	35

Section 906	Monthly Statements from Bond Trustee	36
Section 907	Bond Trustee May Rely on Certificates	36
Section 908	Notice of Default	36
Section 909	Bond Trustee Not Responsible for Recitals	37
Section 910	Bond Trustee Protected in Relying on Certain Documents	37
Section 911	Bond Trustee May Pay Taxes and Assessments	37
Section 912	Resignation and Removal of Bond Trustee Subject to Appointment of Successor	37
Section 913	Resignation of Bond Trustee	37
Section 914	Removal of Bond Trustee	37
Section 915	Appointment of Successor Bond Trustee	38
Section 916	Vesting of Duties in Successor Bond Trustee	38
Section 917	Removal and Resignation of Bond Registrar	39
Section 918	Action to be Taken or Consent to be Given by County	39

ARTICLE X

EXECUTION OF INSTRUMENTS BY HOLDERS AND PROOF OF OWNERSHIP OF BONDS; DETERMINATION OF CONCURRENCE OF HOLDERS; LISTS OF HOLDERS OF BONDS; HOLDERS OF BONDS DEEMED HOLDERS OF OBLIGATION NO. 14

Section 1001	Execution of Instruments by Holders and Proof of Ownership of Bonds	39
Section 1002	Preservation of Information; Communications to Holders	40
Section 1003	Holders of Bonds Deemed Holders of Obligation No. 14	41

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

Section 1101	Supplemental Trust Agreements Without Consent of Holders	41
Section 1102	Modification of Trust Agreement with Consent of Holders	42
Section 1103	Exclusion of Bonds	43
Section 1104	Responsibilities of Bond Trustee and County under this Article	43
Section 1105	Consent of Hospital Required	43
Section 1106	Notice of Supplemental Agreements	43

ARTICLE XII

DEFEASANCE

Section 1201	Release of Trust Agreement	44
--------------	----------------------------------	----

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301	Effect of Dissolution of County	45
Section 1302	Successorship of Depository and Bond Registrar	45
Section 1303	Manner of Giving Notice	45
Section 1304	Particular Notices	47
Section 1305	Substitute Mailing	47
Section 1306	Parties, Bond Registrar, Hospital, and Holders Alone Have Rights Under Trust Agreement	47
Section 1307	Effect of Partial Invalidity	47
Section 1308	Effect of Covenants	47
Section 1309	No Recourse Against Members, Officers or Employees of County	47
Section 1310	Expenses Payable under Trust Agreement	48
Section 1311	Dealing in Bonds	48

Section 1312	Multiple Counterparts	48
Section 1313	Headings	48
Section 1314	Business Days	48
Section 1315	Further Authority	48
Section 1316	Governing Law	48
Section 1317	Consent and Direction to Cancel Mortgage	48

EXHIBIT A – Form of Bonds

DRAFT

TRUST AGREEMENT

This **TRUST AGREEMENT**, dated as of August 1, 2014, by and between **FLORENCE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "**County**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association having an office in Columbia, South Carolina, which is authorized under such laws to exercise trust powers and is subject to examination by federal authority (said corporation, and any bank or trust company becoming successor trustee under this Trust Agreement being hereinafter sometimes called the "**Bond Trustee**"),

WITNESSETH:

WHEREAS, the County is authorized under Title 44, Chapter 7, Article 11, Code of Laws of South Carolina, 1976, as amended (the "**Act**"), to borrow money and to lend the same to any "public agency" or "hospital agency" (as defined in the Act) for the purpose of providing funds to pay all or any part of the cost of "hospital facilities" (as defined in the Act) or for the purpose of refunding any debt issued by any such "public agency" or "hospital agency"; and

WHEREAS, McLeod Regional Medical Center of the Pee Dee, Inc. (the "**Hospital**") is a South Carolina nonprofit corporation and a "hospital agency" within the meaning and intent of the Act, which owns and operates acute care hospital facilities located in the City of Florence, South Carolina; and

WHEREAS, the Hospital has requested that the County issue its revenue bonds pursuant to the Act for the purpose of providing funds to be used by the Hospital to refund the outstanding principal amount of the Florence County, South Carolina, Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2004A (the "**Refunded Bonds**"); and

WHEREAS, the Hospital has further requested that the County avail itself of the provisions of the Act and loan the proceeds of its revenue bonds to the Hospital for the purpose of refunding the Refunded Bonds, and paying certain expenses incurred in connection with the issuance of the Bonds by the County; and

WHEREAS, the County has determined to issue its hospital revenue bonds in the aggregate principal amount of \$75,000,000 (the "**Bonds**") and to lend the proceeds thereof to the Hospital for the purpose of providing funds, together with other available funds, (i) to refund the Refunded Bonds; and (ii) to pay certain expenses incurred in connection with the issuance of the Bonds by the County; and

WHEREAS, the County is entering into this Trust Agreement for the purpose of authorizing the Bonds and securing the payment thereof by assigning to the Bond Trustee Obligation No. 14, certain of its rights as holder and assignee thereof under the Master Indenture and certain of its rights under the Agreement; and

WHEREAS, the County has determined that the Bonds and the certificates of authentication to be endorsed by the Bond Registrar on all Bonds as provided herein shall be, respectively, substantially in the form attached hereto as "**Exhibit A**", with such variations, omissions and insertions as are required or permitted by this Trust Agreement:

WHEREAS, under the Constitution and laws of the State of South Carolina, including the Act, the County is authorized to enter into this Trust Agreement, to issue the Bonds as hereinafter provided, to

lend the proceeds of the Bonds to the Hospital for the purposes hereinbefore stated, and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of South Carolina, including the Act, to happen, exist and be performed precedent to and in the execution and delivery of this Trust Agreement have happened, exist and have been performed as so required to make this Trust Agreement a valid and binding trust agreement securing the Bonds in accordance with its terms; and

WHEREAS, the Bond Trustee has accepted the trusts created by this Trust Agreement and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH: that in consideration of the premises, of the acceptance by the Bond Trustee of the trusts hereby created, and of the purchase and acceptance of Bonds by the Holders (as defined herein) thereof, and also for and in consideration of the sum of One Dollar in hand paid by the Bond Trustee at or before the execution and delivery of this Trust Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Holders thereof, and to secure the payment of all Bonds at any time issued and outstanding under this Trust Agreement and the interest and the redemption premium, if any, thereon according to their tenor, purport and effect, and to secure the performance and observance of all the covenants, agreements and conditions, express or implied, therein and herein contained, the County has executed and delivered this Trust Agreement, and by this Trust Agreement does hereby give, grant, bargain, alien, remise, release, convey, transfer, assign, confirm, set over and pledge unto the Bond Trustee, and its successor or successors in trust:

1. All right, title and interest of the County in and to Obligation No. 14 and under the Master Indenture as holder of Obligation No. 14.

2. All right, title and interest of the County in and to the Agreement (except for those certain rights that are set forth in the next sentence of this clause), it being the intent and purpose hereof that the assignment and transfer to the Bond Trustee of the payments and other sums due and to become due under the Agreement shall be effective and operative immediately and the Bond Trustee shall have the right to collect and receive said payments and other sums for application in accordance with the provisions hereof at all times during the period from and after the date of this Trust Agreement until the indebtedness hereby secured shall have been fully paid and discharged. The County specifically reserves from this assignment the following rights: (a) to receive all notices, opinions, certificates, copies of documents, instruments, reports and correspondence, and evidence of certain actions by the Hospital required to be delivered to the County under the Agreement; (b) to grant approvals and consents and make determinations when required under the Agreement; (c) to make requests for information and inspections where allowed under the Agreement; (d) to receive payments under Sections 3.04(v) and 8.02 of the Agreement; (e) the rights conferred upon the County in Sections 10.01 and 10.05 of the Agreement; and (f) to be indemnified pursuant to Section 8.01 of the Agreement; provided that the reservation of the aforementioned rights shall not prevent the Bond Trustee from enforcing the same on behalf of the County and the Holders. The County is to remain liable to observe and perform all the conditions and covenants in the Agreement provided to be observed and performed by it.

3. All money and securities held by the Bond Trustee in the Bond Fund (as hereinafter

defined) and, until applied in payment of any item of the Cost of the Project (as hereinafter defined) in accordance with Section 404 hereof, and in any other funds or accounts established under this Trust Agreement (excluding the Rebate Fund).

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Bond Trustee and its successor or successors in trust and to them and their assigns forever, subject to the rights of the Hospital under the Agreement and to the exceptions, reservations and matters therein and herein recited.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the benefit, security and protection of all and singular the present and future Holders and owners of the Bonds issued or to be issued under and secured by this Trust Agreement, without preference, priority or distinction as to lien or otherwise, except as may otherwise be provided herein, of any one Bond over any other Bond by reason of priority in their issue, sale or otherwise, all as herein provided;

Provided, however, that if the County or its successors or assigns, shall well and truly pay, or cause to be paid, or provide for the payment of, the principal of Bonds and the interest and any redemption premium due or to become due thereon, at the times and in the manner mentioned in the Bonds and this Trust Agreement, according to the true intent and meaning thereof and hereof, and shall cause the payments to be made into the Bond Fund as required under this Trust Agreement, and shall pay or cause to be paid to the Bond Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such performance and payments this Trust Agreement and the rights hereby granted shall cease, determine and be void, as provided in Article XII hereof; otherwise this Trust Agreement to be and remain in full force and effect.

THIS TRUST AGREEMENT FURTHER WITNESSETH and it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated, delivered and dealt with, and all said property hereby given, granted, bargained, aliened, remised, released, conveyed, transferred, assigned, confirmed, set over and pledged is to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the County has agreed and covenanted, and does hereby agree and covenant, with the Bond Trustee and with the respective Holders, from time to time, of Bonds or any part thereof, as follows:

ARTICLE I

DEFINITIONS

Section 101 Meaning of Words and Terms. In addition to words and terms elsewhere defined in this Trust Agreement, the following words and terms as used in this Trust Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Act” means Title 44, Chapter 7, Article 11, Code of Laws of South Carolina, 1976, as amended, or any successor statute.

“Affiliate” means Affiliate as defined in the Master Indenture.

“Agreement” means the Loan Agreement relating to the Bonds, dated as of August 1, 2014, between the County and the Hospital, including all amendments or supplements thereto as therein

permitted.

"Bond Fund" means the Florence County, South Carolina (McLeod Regional Medical Center Project) Series 2014 Bond Fund created and so designated by Section 501 of this Trust Agreement.

"Bond Registrar" means the Bond Trustee acting in the capacity of registrar for the Bonds under Section 205.

"Bond Trustee" means the Bond Trustee at the time serving as such under this Trust Agreement whether the original or a successor Bond Trustee.

"Bond Year" means the period commencing on November 1 of any year and ending on October 31 of the next succeeding year.

"Bonds" means the Bonds issued under Section 207 hereof.

"Business Day" means a day (a) other than a day on which banks located in Columbia, South Carolina, St. Paul, Minnesota, or in New York, New York, are authorized or required by law to close and (b) on which The New York Stock Exchange is not closed.

"Closing" means Closing as defined in Section 1.01 of the Agreement.

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

"Conditional Redemption" means Conditional Redemption as defined in Section 307 hereof.

"Cost of Issuance" means (i) the costs of legal fees and expenses, underwriter's discount, underwriting fees, financing costs, financial advisor's fees, accounting fees and expenses, consulting fees, the Bond Trustee's fees and expenses, paying agent and certifying and authenticating agent fees, publication costs and printing and engraving costs incurred in connection with the authorization, sale, issuance and carrying of the Bonds and the preparation of the Agreement, Obligation No. 14, Supplement No. 14 (as defined in the Agreement), this Trust Agreement and all other documents in connection therewith and (ii) any other costs in connection with the issuance of the Bonds permitted by the Act to be paid or reimbursed from the proceeds of the Bonds.

"Cost of Issuance Fund" means the Florence County, South Carolina (McLeod Regional Medical Center Project), Series 2014 Costs of Issuance Fund created and so designated by Section 401 of this Trust Agreement.

"County" means Florence County, South Carolina, and any successor thereto.

"County Representative" means the County Representative as defined in Section 1.01 of the Agreement.

"Defaulted Interest" means Defaulted Interest as defined in Section 202 of this Trust Agreement.

"Defeasance Obligations" means (a) noncallable Government Obligations, (b) evidences of ownership of a proportionate interest in specified noncallable Government Obligations, which

Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian, (c) defeased Government Obligations and (d) evidences of ownership of a proportionate interest in specified defeased Government Obligations, which defeased Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian.

“Depository” means one or more banks or trust companies authorized under the laws of the United States of America or the State to engage in the banking business within the State having capital, surplus and undivided profits of at least \$50,000,000, and designated by the County, with the approval of the Hospital, as a depository of money under the provisions of this Trust Agreement.

“Escrow Agent” means U.S. Bank National Association, acting as Escrow Agent, pursuant to the Escrow Agreement.

“Escrow Agreement” shall mean that certain Escrow Deposit Agreement dated August ____, 2014, among the County, the Hospital and the Escrow Agent providing for the payment of the Refunded Bonds.

“Event of Default” means with respect to this Trust Agreement each of those events set forth in Section 801 of this Trust Agreement.

“Fitch” means Fitch Ratings organized under the laws of the State of New York, its successors and their assigns, and, if such limited partnership shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Hospital by notice to the Bond Trustee and the County.

“Government Obligations” means direct obligations of, or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by, the United States of America; provided, that the full faith and credit of the United States of America must be pledged to any such direct obligation or guarantee.

“Holder” means a person in whose name a Bond is registered in the registration books provided for in Section 205 of this Trust Agreement.

“Hospital” means the Hospital as defined in Section 1.01 of the Agreement.

“Hospital Representative” means the Hospital Representative as defined in Section 1.01 of the Agreement.

“Interest Account” means the account in the Bond Fund created and so designated by Section 501 hereof.

“Interest Payment Date” means May 1 or November 1, as the case may be.

“Investment Securities,” for purposes of this Trust Agreement, mean as follows:

- (a) Government Obligations, including (i) repurchase agreements with a qualified depository bank or securities dealers fully collateralized by such obligations, maturing on or

before the date such moneys will be required for disbursement, and (ii) shares in money market funds that invest solely in Government Obligations or repurchase agreements described in clause (i) (which may include money market funds advised by the Bond Trustee);

(b) Prime commercial paper rated by Moody's within its NCO/Moody's ratings of "Prime 1", or by Standard & Poor's within its ratings of "A-1", or by Fitch, Inc. within its ratings of "F-1";

(c) Savings accounts, time deposits or certificates of deposit, including a business investment deposit account in the name of the Bond Trustee, maturing on or before the date such moneys will be required for disbursement, held in any bank or trust company organized under the laws of the United States of America or any state thereof, including the Bond Trustee, which has, at the time of the acquisition by the Bond Trustee of such investments, a combined capital, surplus and undivided profits of not less than \$100,000,000 and a short-term bank deposit rating of at least "A-1/P-1" and a long-term bank deposit rating of "A" or better;

(d) Tax-exempt securities that are rated, or that are supported by a letter of credit or similar credit enhancement that is rated, not lower than the second highest rating category of Moody's or Standard & Poor's;

(e) Shares in any money market fund that invests solely in obligations described in (a) through (d) above or obligations determined to be of comparable quality by the board of directors of such fund; and

(f) Such other obligations as may at any time be authorized under applicable law of the State; provided that the Bond Trustee may require as a condition to the investment of funds under this clause (f) that the Bond Trustee shall have received an opinion of Bond Counsel to the effect that such investment is permitted under applicable law of the State.

"Loan" means the Loan as defined in Section 1.01 of the Agreement.

"Loan Repayments" means those payments designated by and set forth in Section 3.03 of the Agreement.

"Master Indenture" means the Amended and Restated Master Trust Indenture dated as of January 15, 1998, as amended, between the Hospital and the Master Trustee, as supplemented and amended in accordance with its terms.

"Master Trustee" means the Master Trustee under the Master Indenture.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successor and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Hospital by notice to the County and the Bond Trustee.

"Obligation No. 14" means the obligation so designated issued under the Master Indenture and delivered to the County pursuant to the Agreement.

"Officer's Certificate" means the Officer's Certificate as defined in Section 1.01 of the

Agreement.

"Opinion of Counsel" means an opinion in writing signed by an attorney or firm of attorneys who may be counsel for the County or the Hospital or other counsel.

"Outstanding" when used with reference to Bonds means, as of a particular date, all Bonds theretofore issued under this Trust Agreement, except:

(1) Bonds theretofore canceled by the Bond Registrar or delivered to the Bond Registrar for cancellation;

(2) Bonds for the payment of which money, Defeasance Obligations, or a combination of both, sufficient to pay, on the date when such Bonds are to be paid or redeemed, the principal amount of or Redemption Price of, and the interest accruing to such date on, the Bonds to be paid or redeemed, has been deposited with the Bond Trustee or the Bond Registrar in trust for the Holders of such Bonds; Defeasance Obligations shall be deemed to be sufficient to pay or redeem Bonds on a specified date if the principal of and the interest on such Defeasance Obligations, when due, will be sufficient to pay on such date the Redemption Price of, and the interest accruing on, such Bonds to such date;

(3) Bonds in exchange for or in lieu of which other Bonds have been issued; and

(4) Bonds deemed to have been paid in accordance with Section 1201 of this Trust Agreement.

"Permitted Liens" means Permitted Liens as defined in Section 1.01 of the Master Indenture.

"Predecessor Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond, and, for purposes of this definition, any Bond authenticated and delivered under Section 210 of this Trust Agreement in lieu of a lost, destroyed or stolen Bond shall be deemed to evidence the same debt as the lost, destroyed or stolen Bond.

"Principal Account" means the account in the Bond Fund created and so designated by Section 501 of this Trust Agreement.

"Project" means the Project as defined in Section 1.01 of the Agreement.

"Project Documents" means the Project Documents as defined in Section 1.01 of the Agreement.

"Rating Agency" means Fitch, if such agency's ratings are in effect with respect to the Bonds, and S&P, if such agency's ratings are in effect with respect to the Bonds, and Moody's, if such agency's ratings are in effect with respect to the Bonds, and their respective successors and assigns. If any such corporation ceases to act as a securities rating agency, the Hospital may appoint any nationally recognized securities rating agency as a replacement by notice to the County and the Bond Trustee. Initially, _____ and _____ shall provide ratings with respect to the Bonds.

"Redemption Account" means the account in the Bond Fund created and so designated by Section 501 of this Trust Agreement.

“Redemption Price” means, with respect to any Bond or portion thereof, the principal amount of such Bond or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms, the terms of the Series Ordinance providing for the issuance thereof and this Trust Agreement.

“Refunded Bonds” means all of the outstanding principal amount of Florence County, South Carolina, Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2004A being refunded with a portion of the proceeds of the Bonds.

“Regular Record Date” means, with respect to any Interest Payment Date, the 15th day of the month next preceding such Interest Payment Date.

“Securities Depository” means The Depository Trust Company, New York, New York, or other recognized securities depository selected by the Hospital, which securities depository maintains a book-entry system in respect of the Bonds, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Bond Registrar the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

“Serial Bonds” means Bonds which are stated to mature in the years 20__ through 20__, inclusive.]

“Series Ordinance” means the ordinance of the County providing for the issuance of the Bonds that is required by Section 207 of this Trust Agreement to be adopted prior to the issuance of the Bonds.

“Sinking Fund Account” means the account in the Bond Fund created and so designated by Section 501 of this Trust Agreement.

“Sinking Fund Requirement” means, with respect to the Term Bonds maturing on a particular date for any Bond Year, the principal amount fixed or computed as hereinafter provided for the retirement of such Term Bonds by redemption on November 1 of the following Bond Year.

[Current Sinking Fund Provisions - Prior to November 1, 2018, there shall be no Sinking Fund Requirement. Commencing with the Bond Year beginning on November 1, 2018, the Sinking Fund Requirement for the Term Bonds maturing on November 1, 2022 shall be the following:

<i>Bond Year Beginning</i>	<i>Sinking Fund Requirement</i>
<u>November 1</u>	
2018	\$ 925,000
2019	980,000
2020	2,570,000
2021	2,700,000
2022	2,840,000

Commencing with the Bond Year beginning on November 1, 2023, the Sinking Fund Requirement for the Term Bonds maturing on November 1, 2026 shall be the following:

<u>Bond Year Beginning</u> <u>November 1</u>	<u>Sinking Fund Requirement</u>
2023	\$2,980,000
2024	3,135,000
2025	3,285,000
2026	3,455,000

Commencing with the Bond Year beginning on November 1, 2027, the Sinking Fund Requirement for the Term Bonds maturing on November 1, 2030 shall be the following:

<u>Bond Year Beginning</u> <u>November 1</u>	<u>Sinking Fund Requirement</u>
2027	\$6,120,000
2028	6,410,000
2029	6,715,000
2030	7,030,000

Commencing with the Bond Year beginning on November 1, 2031, the Sinking Fund Requirement for the Term Bonds maturing on November 1, 2033 shall be the following:

<u>Bond Year Beginning</u> <u>November 1</u>	<u>Sinking Fund Requirement</u>
2031	\$7,375,000
2032	7,735,000
2033	8,115,000

The Sinking Fund Requirement for each Bond Year shall be met by providing for the retirement of Term Bonds maturing on the appropriate date by purchase and cancellation or redemption on November 1 of the following Bond Year. The aggregate amount of such Sinking Fund Requirements for the Term Bonds maturing on a particular date shall be equal to the aggregate principal amount of such Term Bonds. The Sinking Fund Requirements for the Term Bonds of each maturity shall begin in the Bond Year determined as provided above and shall end with the Bond Year immediately preceding the maturity of such Term Bonds (such final installment being payable at maturity and not redeemed).

On or before the 45th day next preceding any November 1 on which Term Bonds maturing on a particular date are to be retired pursuant to the Sinking Fund Requirement, the County or the Hospital may deliver to the Bond Trustee to be forwarded to the Bond Registrar for cancellation such Term Bonds in any aggregate principal amount desired and receive a credit against amounts required to be transferred from the Sinking Fund Account on account of such Term Bonds in the amount of one hundred percent (100%) of the principal amount of any such Term Bonds so purchased. Any principal amount of Term Bonds purchased and delivered to the Bond Trustee and canceled in excess of the principal amount of such Term Bonds required to be redeemed on such November 1 shall be credited against and reduce

the principal amount of future Sinking Fund Requirements for such Term Bonds in such manner as shall be specified in an Officer's Certificate of the Hospital in substantially the form of the Officer's Certificate filed with the Bond Trustee pursuant to Section 406 of this Trust Agreement.

On or before the 15th day of November in each Bond Year, the Bond Trustee shall recompute, if necessary and based solely on an Officer's Certificate of the Hospital, the Sinking Fund Requirement for such Bond Year with respect to Term Bonds maturing on a particular date and all subsequent Bond Years for such Term Bonds Outstanding. The Sinking Fund Requirement for such Bond Year so recomputed shall continue to be applicable during the balance of such Bond Year and no adjustment shall be made therein by reason of Term Bonds redeemed or called for redemption during such Bond Year.

If Term Bonds maturing on a particular date are paid or redeemed by operation of the Redemption Account, the Bond Trustee shall reduce future Sinking Fund Requirements for such Term Bonds in such manner as shall be specified in an Officer's Certificate of the Hospital in substantially the form of the Officer's Certificate filed with the Bond Trustee pursuant to Section 406 of this Trust Agreement.]

"S&P" means Standard & Poor's Ratings Group, a division of a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the County, with the approval of the Hospital, by notice to the Bond Trustee and the Hospital.

"Special Record Date" for the payment of any Defaulted Interest on Bonds means a date fixed by the Bond Trustee pursuant to Section 202 of this Trust Agreement.

"State" means the State of South Carolina.

"Supplement No. 14" means Supplemental Indenture for Obligation No. 14, dated as of August 1, 2014, between the Hospital and the Master Trustee.

["Term Bonds" means the Bonds stated to mature in the years 2022, 2026, 2030, and 2033.]

"Total Required Payments" means the Total Required Payments as defined in Section 1.01 of the Agreement.

"Trust Agreement" means this trust agreement, including any trust agreement amendatory hereof or supplemental hereto.

Section 102 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond", "owner", "Holder" and "person" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

ARTICLE II

DETAILS OF BONDS: ISSUANCE OF BONDS

Section 201 Limitation on Issuance of Bonds. No Bonds may be issued under the provisions of this Trust Agreement except in accordance with the provisions of this Article.

Section 202 Terms of Bonds. The definitive Bonds are issuable in fully registered form in denominations of \$5,000 or any whole multiple thereof. The definitive Bonds issued under the provisions of this Article shall be substantially in the form attached hereto as Exhibit A, with such appropriate variations, omissions and insertions as may be necessary or appropriate to conform to the provisions of this Trust Agreement. All Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bonds may be listed or any usage or requirement of law with respect thereto.

The Bonds shall be dated as of [August 1, 2014], and shall bear interest until their payment, such interest to the maturity thereof being payable on November 1, 2014 and semiannually thereafter on May 1 and November 1 in each year, and shall be stated to mature (subject to the right of prior redemption), all as hereinafter provided. Each Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated unless it is (a) authenticated upon any Interest Payment Date in which event it shall bear interest from such Interest Payment Date or (b) authenticated prior to the first Interest Payment Date in which event it shall bear interest from its date; provided, however, that if at the time of authentication of any Bond interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The Bonds shall be executed with the manual or facsimile signatures of the Chairman or Vice-Chairman of the County Council of the County and by the Clerk to the County Council and the official seal or a facsimile of the official seal of the County shall be affixed thereto or printed or impressed thereon.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and also any Bonds may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bonds shall be the proper officers to sign such Bonds although at the date of such Bonds such persons may not have been such officers.

Subject in all respects to Section 211 of this Trust Agreement, the principal of and redemption premium, if any, on the Bonds shall be paid upon the presentation and surrender of said Bonds at the principal corporate trust office of the Bond Trustee. The interest on the Bonds shall be payable by check or draft drawn upon the Bond Trustee and mailed to the registered owners as of the close of business on the Record Date next preceding the Interest Payment Date at their respective addresses as such appear as of the close of business on such Record Date on the bond registration books kept by the Bond Trustee, provided that, owners of Bonds in the aggregate principal amount of not less than \$500,000 may, by written instruction filed with the Bond Trustee on or before the Record Date next preceding such Interest Payment Date, direct that interest payments be transmitted by wire transfer to an account in the continental United States (which wire transfer shall be at the expense of the Holder).

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest may be paid by the County, at its election in each case, as provided in Subsection A or B below:

A. The County may elect to make payment of any Defaulted Interest on the Bonds to the persons in whose names such Bonds (or their respective Predecessor Bonds) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The County shall notify the Bond Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Bond Trustee to comply with the next sentence hereof), and at the same time the County shall deposit or cause to be deposited with the Bond Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Subsection provided. Thereupon the Bond Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Bond Trustee of the notice of the proposed payment. The Bond Trustee shall promptly notify the County and the Hospital of such Special Record Date and, in the name and at the expense of the Hospital, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at his address as it appears in the registration books maintained under Section 205 of this Trust Agreement not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Bonds (or their respective Predecessor Bonds) are registered on such Special Record Date and shall no longer be payable pursuant to the following Subsection B.

B. The County may make payment of any Defaulted Interest on the Bonds in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the County to the Bond Trustee of the proposed payment pursuant to this Subsection, such payment shall be deemed practicable by the Bond Trustee.

Subject to the foregoing provisions of this Section, each Bond delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 203 Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth, duly executed by the Bond Registrar, shall be entitled to any benefit or security under this Trust Agreement. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication on the Bond shall have been duly executed by the Bond Registrar, and such certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Trust Agreement. The Bond Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that

the same officer sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204 Exchange of Bonds. Bonds, upon surrender thereof at the corporate trust office of the Bond Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the Holder, be exchanged for an equal aggregate principal amount of Bonds, of any denomination or denominations authorized by this Trust Agreement and in the same form as the Bonds surrendered for exchange.

The County shall make provision for the exchange of the Bonds at the corporate trust office of the Bond Registrar.

Section 205 Negotiability, Registration and Transfer of Bonds. The Bond Trustee is hereby appointed as Bond Registrar and as such shall keep books for the registration and registration of transfer of Bonds as provided in this Trust Agreement.

The Bond Registrar shall evidence acceptance of the duties, responsibilities and obligations of the Bond Registrar under this Trust Agreement by the execution of the certificate of authentication on the Bonds.

The transfer of any Bond may be registered only upon the books kept for the registration and registration of transfer of Bonds upon surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer the County shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new registered Bond or Bonds registered in the name of the transferee, of any denomination or denominations authorized by this Trust Agreement in the aggregate principal amount equal to the principal amount of such Bond surrendered or exchanged.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the County shall execute and the Bond Registrar shall authenticate and deliver Bonds at the earliest practicable time in accordance with the provisions of this Trust Agreement. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. No service charge shall be made for any registration, transfer or exchange of Bonds, but the County and the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 206 Ownership of Bonds. The County, the Bond Trustee, the Bond Registrar and any agent of the County, the Bond Trustee or the Bond Registrar, may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest on such Bond, and for all other purposes whatsoever, whether or not such Bond be overdue, and, to the extent permitted by law, neither the County, the Bond Trustee, the Bond Registrar nor any such agent shall be affected by notice to the contrary.

Section 207 Authorization of Bonds. There shall be issued under and secured by this Trust Agreement an issue of hospital facilities revenue refunding bonds of the County in the aggregate principal amount of [Seventy-Five Million Dollars (\$75,000,000)] for the purpose of providing funds, together with other available funds, for (i) refunding the Refunded Bonds, and (ii) paying certain expenses incurred in connection with the issuance of the Bonds. The Bonds shall be designated "Florence County, South

Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project), Series 2014", and shall be dated as of [August 1, 2014].

The Bonds shall be stated to mature, subject to the right of prior redemption as hereinafter set forth, on November 1 in the following years and amounts, and shall bear interest (based on a three hundred sixty-day year consisting of twelve (12) thirty-day months) at the following rates:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
[2016	805,000	
2017	840,000	
2018	875,000	
2023	10,015,000	
2027	12,855,000	
2031	26,275,000	
2034	23,225,000]	

The Bonds shall be numbered from R-1 upwards and shall be subject to redemption as provided in Article III of this Trust Agreement.

The Bonds shall be executed substantially in the form and in the manner hereinabove set forth and shall be deposited with the Bond Registrar for authentication, but before the Bonds shall be delivered by the Bond Registrar, there shall be filed or deposited with the Bond Trustee the following:

(a) a copy, certified by the Clerk or any Assistant or Acting Clerk to the County Council of the County, of the Series Ordinance for the Bonds;

(b) a copy, certified by the Secretary or any Deputy Secretary of the South Carolina State Budget and Control Board, of the resolution of the State Budget and Control Board approving the issuance of the Bonds;

(c) a fully executed counterpart of this Trust Agreement;

(d) a fully executed counterpart of the Agreement;

(e) a fully executed counterpart of the Escrow Agreement;

(f) the fully executed Obligation No. 14, which shall either be accompanied by an assignment thereof to the Bond Trustee without recourse, or which shall bear evidence that it has been otherwise transferred to the Bond Trustee;

(g) a certified copy of the Master Indenture;

(h) copies of insurance certificates and a statement, signed by the Hospital's insurance agent, to the effect that the insurance required by the Master Indenture is in effect;

(i) a fully executed counterpart of Supplement No. 14 (as defined in the Agreement);

(j) an opinion of counsel for the Hospital stating that (1) the Hospital has been duly organized and is validly existing as a corporation in good standing under the laws of the State with power and authority to execute and deliver the Agreement, the Master Indenture,

Supplement No. 14 and Obligation No. 14 and to consummate the transactions contemplated by such instruments; (2) the Agreement, the Master Indenture, Supplement No. 14 and Obligation No. 14 have been duly authorized, executed and delivered by the Hospital and constitute valid and binding agreements of the Hospital enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by usual equity principles; (3) the Hospital has received and there are currently in full force and effect all permits, licenses and certifications necessary to conduct the operation of an acute care general hospital; (4) the execution and delivery of the Agreement, the Master Indenture, Supplement No. 14 and Obligation No. 14 and compliance with the terms thereof, under the circumstances contemplated thereby, do not conflict with the Hospital's Articles of Incorporation or bylaws and do not in any material respect conflict with, or constitute on the part of the Hospital a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument of which such counsel has knowledge after due investigation to which the Hospital is a party or to such counsel's knowledge materially conflict with, violate or result in a breach of any law, public administrative rule or regulation, judgment, court order or consent decree to which the Hospital is subject; (5) the Hospital has been determined to be an organization that is exempt from Federal income taxes under Section 501(a) of the Code, by virtue of being an organization described in Section 501(c)(3) of the Code and the Hospital is not a "private foundation" as defined in Section 509(a) of the Code and, to such counsel's knowledge, the Hospital has conducted its operations and has made all necessary filings so as to maintain its status as an exempt organization and has done nothing to impair its status as an exempt organization; (6) there are no liens or encumbrances of record on the Operating Assets (as defined in the Master Indenture), except those that qualify as Permitted Liens; (7) all financing statements (including any financing statement required to be filed under the provisions of the Uniform Commercial Code of the State) have been filed in such manner and in such place as is required by law to establish, preserve and protect, and to maintain the priority of, the security interest granted in the Master Indenture as a first security interest, on all collateral specifically or generally described therein as subject to the lien thereof and under the laws then in force, except that it will be necessary to file continuation statements as required by said Uniform Commercial Code; and (8) all certificates of need and all other approvals required in connection with the construction of the Project have been obtained; and

(k) Any other instrument or document the Bond Trustee reasonably requires.

When the documents mentioned in paragraphs (a) to (k), inclusive, of this Section shall have been filed with the Bond Trustee and when the Bonds shall have been executed and authenticated as required by this Trust Agreement, the Bond Registrar shall deliver the Bonds at one time to or upon the order of the purchasers named in written instructions from the County provided to the Bond Trustee, but only upon payment to the Bond Trustee of the purchase price of the Bonds and the accrued interest thereon. The Bond Trustee shall be entitled to rely upon the Series Ordinance and resolutions mentioned in paragraphs (a) and (b) of this Section as to all matters stated therein.

The proceeds of the Bonds shall be applied by the Bond Trustee, simultaneously with the delivery of the Bonds, as follows:

[(1) the Bond Trustee shall transfer to the Escrow Agent \$_____ to be held and applied pursuant to the Escrow Agreement for the redemption of the Refunded Bonds; and

(2) the Bond Trustee shall deposit the sum of \$_____ in the Cost of Issuance Fund.]

Section 208 No Additional Bonds. Except as provided in Section 210 of this Trust Agreement, after the delivery of the Bonds no other bonds or other indebtedness of the County may be issued under and secured by this Trust Agreement at any time or for any purpose; provided, however, that nothing herein shall be construed as prohibiting the County from issuing bonds or other indebtedness under any other trust agreement, indenture or other instrument.

Section 209 Temporary Bonds. Until definitive Bonds are ready for delivery, there may be executed, and upon request of the County, the Bond Registrar shall authenticate and deliver, in lieu of definitive Bonds and subject to the same limitations and conditions, typewritten, printed, engraved or lithographed temporary Bonds, in the form of fully registered Bonds in denominations of \$5,000 or any whole multiple thereof, substantially of the tenor of the Bonds set forth in this Trust Agreement and with such appropriate omissions, insertions and variations as may be required.

Until definitive Bonds are ready for delivery, any temporary Bond may, if so provided by the County, be exchanged at the corporate trust office of the Bond Registrar, without charge to the Holder thereof, for an equal aggregate principal amount of temporary fully registered Bonds of authorized denominations, of like tenor, of the same maturity and bearing interest at the same rate.

If temporary Bonds shall be issued, the County shall cause the definitive Bonds to be prepared and to be executed and delivered to the Bond Registrar, and the Bond Registrar, upon presentation to it at its corporate trust office of any temporary Bond, shall cancel the same and authenticate and deliver in exchange therefor at the place designated by the Holder, without charge to the Holder thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Trust Agreement as the definitive Bonds to be issued and authenticated hereunder.

Section 210 Mutilated, Destroyed, or Stolen Bonds. In case any Bond secured hereby shall become mutilated or be destroyed, stolen or lost, the County shall cause to be executed, and the Bond Registrar shall authenticate and deliver, a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, and the Holder shall pay the reasonable expenses and charges of the County and the Bond Registrar in connection therewith and, in case of a Bond destroyed or lost, the Holder shall file with the Bond Registrar evidence satisfactory to it and to the County that such Bond was destroyed or lost, and of his ownership thereof, and shall furnish the County, the Hospital, and the Bond Registrar indemnity satisfactory to them.

Every Bond issued pursuant to the provisions of this Section 210 in exchange or substitution for any Bond which is mutilated, destroyed, lost or stolen shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued under this Trust Agreement. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 211 Book-Entry Only System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the

ownership of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Securities Depository, and except as hereinafter provided, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Securities Depository.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of the Securities Depository, the County, the Bond Trustee, and the Hospital shall have no responsibility or obligation to any Depository Participant or to any person on behalf of whom such a Depository Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the County, the Hospital and the Bond Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Securities Depository, Cede & Co. or any Depository Participant with respect to any beneficial ownership interest in any Bond, (ii) the delivery to any Depository Participant or any other person, other than a Holder, as shown in the bond register maintained by the Bond Registrar, of any notice with respect to any Bonds, including without limitation any notice of redemption, purchase or any event that would or could give rise to a purchase right or option with respect to any Bond, (iii) the payment to any Depository Participant or any other person, other than a Holder, as shown in the bond register maintained by the Bond Registrar, of any amount with respect to principal or purchase price of, premium, if any, or interest on, or the purchase price of, any Bond, or (iv) any consent given by the Securities Depository as registered owner. Notwithstanding any other provision of this Trust Agreement to the contrary, the County, the Bond Trustee, the Hospital and each paying agent, if any, shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, purchase price, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption, sale, purchase or any event that would or could give rise to a sale or purchase right or option with respect to any Bond, for the purpose of making payment of any purchase price of such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Bonds and the Purchase Price of any Bonds only to or upon the order of the respective registered owners, as shown in the bond register maintained by the Bond Registrar, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal or purchase price of, premium, if any, and interest on the Bonds and the purchase price of any Bond to the extent of the sum or sum so paid. No person other than a registered owner, as shown in the bond register maintained by the Bond Registrar, shall receive a Bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Trust Agreement.

The Holders have no right to a depository for the Bonds. The County, at the direction of the Hospital, or the Bond Trustee may remove the Securities Depository or any successor thereto for any reason at any time. In such event, the County or the Bond Trustee if the County shall fail to do so, shall (i) at the request of the Hospital appoint a successor Depository, qualified to act as such under Section 17(a) of the Securities Exchange Act, notify the prior Securities Depository of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository, or (ii) at the request of the Hospital notify the Securities Depository of the availability through the Securities Depository of Bond certificates and transfer one or more separate Bond certificates to Depository Participants having Bonds credited to their Securities Depository accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of the Securities Depository, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Depository Participants receiving Bonds shall designate, in accordance with the provisions of this Trust Agreement.

The Securities Depository may exercise the rights of a Holder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

ARTICLE III

REDEMPTION OF BONDS

Section 301 Redemption Dates and Prices. The Bonds may not be called for redemption by the County except as provided below:

(a) If the Hospital exercises its option to prepay the Loan pursuant to Section 7.01 of the Agreement, the Bonds maturing on and after [November 1, 2025], are required to be redeemed by the County at the direction of the Hospital on or after [November 1, 2024], in whole or in part on any date, upon payment of the redemption price of par, plus interest accrued to the redemption date.

(b) If the Hospital exercises its option to prepay the Loan in whole or in part as provided in Section 7.02 of the Agreement, the Bonds are required to be redeemed in whole if the Loan is prepaid in whole, or in part (by lot) if the Loan is prepaid in part, on any date, by the County at the direction of the Hospital, in either case, at a redemption price equal to one hundred percent (100%) of the principal amount thereof, without premium, plus accrued interest to the redemption date;

(c) Beginning [November 1, 2019], the Term Bonds maturing on [November 1, 2022], are required to be redeemed, to the extent of any Sinking Fund Requirement therefor, on the November 1 immediately following each Bond Year in which there is a Sinking Fund Requirement therefor, upon payment of one hundred percent (100%) of the principal amount thereof.

(d) Beginning [November 1, 2024], the Term Bonds maturing on [November 1, 2026], are required to be redeemed, to the extent of any Sinking Fund Requirement therefor, on the November 1 immediately following each Bond Year in which there is a Sinking Fund Requirement therefor, upon payment of one hundred percent (100%) of the principal amount thereof.

(e) Beginning [November 1, 2028], the Term Bonds maturing on [November 1, 2030], are required to be redeemed, to the extent of any Sinking Fund Requirement therefor, on the November 1 immediately following each Bond Year in which there is a Sinking Fund Requirement therefor, upon payment of one hundred percent (100%) of the principal amount thereof.

(f) Beginning [November 1, 2032], the Term Bonds maturing on [November 1, 2033], are required to be redeemed, to the extent of any Sinking Fund Requirement therefor, on the November 1 immediately following each Bond Year in which there is a Sinking Fund Requirement therefor, upon payment of one hundred percent (100%) of the principal amount thereof.

Section 302 Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in whole multiples of \$5,000 and in a principal amount equal to at least \$50,000. The Bond Trustee shall select the Bonds to be redeemed in accordance with the terms and provisions of this Trust Agreement.

If less than all of the Bonds are to be called for redemption (other than pursuant to Section 301(c), (d), (e), and (f) hereof), the Bond Trustee shall redeem Bonds in the order of maturities determined by the

Hospital. If a book-entry system of registration of the Bonds is not being used and less than all the Bonds of any maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be selected by lot, in such manner as the Bond Trustee in its discretion may determine. If less than all of the beneficial interests in a Bond of a single maturity registered in the name of a Securities Depository or a Securities Depository Nominee are to be redeemed, the beneficial interests to be redeemed shall be selected by lot by the Securities Depository. In either case, each \$5,000 portion of principal of a Bond shall be counted as one Bond for this purpose.

Section 303 Redemption Notice. At least twenty (20) days but not more than sixty (60) days before the redemption date of any Bonds, whether such redemption be in whole or in part, the Bond Trustee shall cause a notice of any such redemption signed by the Bond Trustee to be mailed, postage prepaid, to all Holders owning Bonds to be redeemed in whole or in part. Failure to mail any such notice to any Holder or any defect in any notice so mailed shall not affect the validity of the proceedings for the redemption of the Bonds of any other Holders; failure to mail any notice to any securities depository or bond information service or any defect in any notice so mailed shall not affect the proceedings for the redemption of Bonds of Holders to whom proper notice was mailed. Each such notice shall set forth the date fixed for redemption, the Redemption Price to be paid, the maturities of the Bonds to be redeemed and, if less than all of the Bonds then Outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond of the same maturity in principal amount equal to the unredeemed portion of such Bond will be issued. Not more than ninety (90) days following any redemption date, the Bond Trustee shall mail an additional redemption notice to the Holder of any Bond called for redemption on such date but not presented for redemption within sixty (60) days following such date.

Section 304 Effect of Calling for Redemption. On or before the date fixed for redemption, money or Defeasance Obligations maturing prior to the redemption date shall be deposited with the Bond Trustee to pay the principal of and the premium, if any, on the Bonds and interest accruing thereon to the redemption date of the Bonds called for redemption.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the Redemption Price provided therefor, plus accrued interest to such date. If money or Defeasance Obligations, or a combination of both, sufficient to pay the Redemption Price of the Bonds to be redeemed, and to pay accrued interest thereon to the date fixed for redemption, are held by the Bond Trustee in trust for the Holders of Bonds to be redeemed, interest on the Bonds called for redemption shall cease to accrue; such Bonds shall cease to be entitled to any benefit or security under this Trust Agreement or to be deemed Outstanding; and the Holders of such Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price thereof plus accrued interest to the date of redemption. Bonds and portions of Bonds for which irrevocable instructions to pay on one or more specified dates or to call for redemption have been given to the Bond Trustee in form satisfactory to it shall not thereafter be deemed to be Outstanding under this Trust Agreement and shall cease to be entitled to the security of or any rights under this Trust Agreement, other than rights to receive payment of the Redemption Price thereof and accrued interest thereon to the date of redemption, to be given notice of redemption in the manner provided in Section 303 hereof, and, to the extent hereinafter provided, to receive Bonds for any unredeemed portions of Bonds if money or Defeasance Obligations, or a combination of both sufficient to pay the Redemption Price of such Bonds or portions thereof, and to pay accrued interest thereon to the date upon which such Bonds are to be paid or redeemed, are held in separate accounts by the Bond Trustee in trust for the Holder's of such Bonds.

Section 305 **Redemption of Portion of Bonds.** If a portion of an Outstanding Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the County shall execute and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond of the same maturity and bearing interest at the same rate.

Section 306 **Use of Defeasance Obligations to Redeem Bonds.** For purposes of all Sections in this Article, Defeasance Obligations shall be deemed to be sufficient to pay or redeem bonds on a specified date if the principal of and the interest on such Defeasance Obligations, when due, will be sufficient to pay on such date the Redemption Price of, and the interest accruing on, such Bonds to such date.

Section 307 **Conditional Redemption: Revocation of Redemption Notice.** In the case of an optional redemption under Sections 301(a) or (b), the redemption notice may state that (i) it is conditioned upon the deposit of moneys by the Hospital, in an amount equal to the amount necessary to effect the redemption, with the Bond Trustee no later than the scheduled redemption date or (ii) the Hospital retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this Section 307. In the case of a Conditional Redemption subject to the deposit of moneys, the failure of the Hospital to make funds available in part or in whole on or before the scheduled redemption date shall not constitute an Event of Default hereunder and any Bonds subject to such Conditional Redemption shall remain Outstanding. Any Conditional Redemption subject to rescission may be rescinded in whole or in part at any time on or prior to the scheduled redemption date if a Hospital Representative instructs the Bond Trustee in writing to rescind the redemption notice. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default hereunder. If a Conditional Redemption for which notice has been sent to Holders pursuant to this Section 307 will not occur, either because the Hospital has not made funds available to effect such redemption on or before the scheduled redemption date or the Hospital has rescinded such notice in accordance with this Section 307, the Bond Trustee shall give immediate notice to the Securities Depository if all of the Bonds are held under the Securities Depository book-entry system or the affected Holders of any Bonds that are not held under the Securities Depository book-entry system that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Section 308 **Purchases in Lieu of Redemption.** Purchases of Bonds Outstanding may be made by the Hospital at any time with money available to it from any source. Upon any such purchase the Hospital shall deliver such Bonds to the Bond Trustee for cancellation.

ARTICLE IV

COST OF ISSUANCE FUND

Section 401 **Cost of Issuance Fund.** A special fund is hereby established with the Bond Trustee and designated Florence County, South Carolina (McLeod Regional Medical Center Project) Series 2014 Cost of Issuance Fund, to the credit of which deposits shall be made as required by the provisions of this Trust Agreement. The amount set forth in Section 207 shall be deposited in the Cost of Issuance Fund from the proceeds of the Bonds.

The money in the Cost of Issuance Fund shall be held by the Bond Trustee in trust and shall be applied to the payment of Costs of Issuance and, pending such application, shall be subject to a lien and charge in favor of the Holders and for the further security of such Holders until paid out or transferred as herein provided

Section 402 **Payments from Cost of Issuance Fund.** Payment of the Costs of Issuance shall be made from the Cost of Issuance Fund. All payments from the Cost of Issuance Fund shall be subject to the provisions and restrictions set forth in this Article, and the County covenants that it will not cause or permit to be paid from the Cost of Issuance Fund any sums except in accordance with such provisions and restrictions. Money on deposit in the Cost of Issuance Fund shall be disbursed by the Bond Trustee upon receipt of a certificate or certificates signed by a Hospital Representative stating the amount to be paid and the payee and that such amount is for the payment of Costs of Issuance. Any amount remaining on deposit in the Cost of Issuance Fund on January 1, 2015, shall be transferred to the Interest Account.

Section 403 **Reliance Upon Certificates.** All certificates received by the Bond Trustee as conditions of payment from the Cost of Issuance Fund may be relied upon by the Bond Trustee and shall be retained by the Bond Trustee, subject at all reasonable times to examination by the County, the Hospital and the Holders of not less than twenty-five (25%) in aggregate principal amount of the Bonds Outstanding.

ARTICLE V

BOND FUND

Section 501 **Establishment of Bond Fund.** There is hereby established the Florence County, South Carolina (McLeod Regional Medical Center Project) Series 2014 Bond Fund, in which there is established a Principal Account, an Interest Account, a Sinking Fund Account, and a Redemption Account.

The money in each of said funds and accounts shall be held in trust and applied as hereinafter provided and, pending such application, the money in the Bond Fund shall be subject to a lien and charge in favor of the Holders and for the further security of such Holders.

Section 502 **Deposits to the Bond Fund.** (a) The Bond Trustee shall deposit all amounts received as Loan Repayments in the following order, subject to credits as provided in this Article V:

(i) on October 25, 2014, and on or before the twenty-fifth day of each April and October thereafter, into the Interest Account, an amount which, after credits as hereinafter provided for, is equal to the interest payable on the Bonds on the next ensuing Interest Payment Date;

[(ii) on October 25, 2014, and on or before the twenty-fifth day of each October thereafter, into the Principal Account, the amount required to retire the Serial Bonds maturing on the next ensuing November 1; and

(iii) on October 25, 2019, and on or before the twenty-fifth day of each October thereafter, into the Sinking Fund Account, the amount required to retire the Term Bonds to be called by mandatory redemption or to be paid at maturity on the next ensuing November 1 in accordance with the Sinking Fund Requirement therefor or the maturity thereof.]

(b) If, after giving effect to the credits specified below, any installment of Total Required Payments required above should be increased, the Bond Trustee shall so notify the Hospital and request that each future installment of the Total Required Payments be increased as may be necessary to make up any previous deficiency in any of the required payments and to make up any deficiency or loss in any of the above-mentioned accounts and funds, except as provided in Section 602 hereof.

To the extent that investment earnings are credited to the Interest Account, Principal Account or Sinking Fund Account in accordance with Section 602 of this Trust Agreement or amounts are credited thereto as result of the application of Bond proceeds or a transfer of surplus funds in the Cost of Issuance Fund or a transfer of investment earnings on any other fund or account held by the Bond Trustee, or otherwise, future deposits to such accounts shall be reduced by the amount so credited, and the Loan Repayments due from the Hospital in the months following the date upon which such amounts are credited shall be reduced by the amounts so credited.

All amounts received by the Bond Trustee as principal of or interest accruing on the Bonds to be redeemed as a result of a prepayment of Obligation No. 14 shall be deposited in the Redemption Account and Interest Account, respectively, when received. All amounts received by the Bond Trustee for the payment of redemption premiums shall be deposited in the Redemption Account when received.

Section 503 Application of Money in Interest Account. Unless the Bond Trustee is then also serving as the Bond Registrar, not later than 12:00 noon on the Business Day preceding each Interest Payment Date, date for the payment of Defaulted Interest, or date upon which Bonds are to be redeemed hereunder, the Bond Trustee shall withdraw from the Interest Account and transfer to the Bond Registrar, in Federal Reserve or other immediately available funds, the amounts required for paying interest on the Bonds to each Holder which is not a Securities Depository Nominee. The Bond Registrar shall, not later than the Business Day next preceding each Interest Payment Date, remit by mail to each Holder which is not a Securities Depository Nominee the amount required for paying interest on such Bonds when due and payable.

Unless the Bond Trustee is then also serving as the Bond Registrar, at such time as to enable the Bond Registrar to make payments of interest on the Bonds in accordance with any existing agreement between the Bond Registrar and any Securities Depository, the Bond Trustee shall withdraw from the Interest Account and transfer to the Bond Registrar, in Federal Reserve or other immediately available funds, the amounts required to pay to any Holder which is a Securities Depository Nominee interest on the Bonds on the next succeeding Interest Payment Date; provided, however, that in no event shall the Bond Trustee be required to make such transfer prior to the Business Day next preceding each Interest Payment Date.

In the event the balance in the Interest Account on the twenty-fifth day of the month next preceding an Interest Payment Date or date upon which Bonds are to be redeemed is insufficient for the payment of interest becoming due on the Bonds on the next ensuing Interest Payment Date or date upon which Bonds are to be redeemed, the Bond Trustee shall notify the Hospital of the amount of the deficiency. Upon notification, the Hospital shall immediately deliver to the Bond Trustee an amount sufficient to cure the same.

Section 504 Application of Money in Principal Account. Unless the Bond Trustee is then also serving as the Bond Registrar, not later than 12:00 noon on the Business Day preceding each November 1, the Bond Trustee shall withdraw from the Principal Account and transfer to the Bond Registrar, in Federal Reserve or other immediately available funds, the amount necessary to pay the principal of all Bonds maturing on such November 1.

In the event the balance in the Principal Account on the twenty-fifth day of the month next preceding a November 1 is insufficient for the payment of principal becoming due on the Bonds on the next ensuing November 1, the Bond Trustee shall notify the Hospital of the amount of the deficiency. Upon notification, the Hospital shall immediately deliver to the Bond Trustee an amount sufficient to cure the same.

Section 505 **Application of Money in Sinking Fund Account.** Money held for the credit of the Sinking Fund Account shall be applied during each Bond Year to the retirement of Term Bonds then Outstanding in accordance with the provisions of this Section.

The Bond Trustee shall call for redemption on the November 1 immediately following such Bond Year, as provided in Section 301(c)-(f) of this Trust Agreement, Bonds or portions thereof then subject to redemption in a principal amount equal to the aggregate Sinking Fund Requirement for the Bonds for such Bond Year, less the principal amount of any such Bonds delivered by the Hospital or the County to the Bond Trustee for cancellation during such Bond Year. Such redemption shall be made pursuant to the provisions of Article III of this Trust Agreement. If such November 1 is the stated maturity date of any such Bonds, the Bond Trustee shall not call such Bonds for redemption but, not later than 12:00 noon on the Business Day preceding such maturity date, shall withdraw from the Sinking Fund Account and remit to the Bond Registrar, in Federal Reserve or other immediately available funds, the amount required for paying the principal of such Bonds when due and payable. Not later than 12:00 noon on the Business Day preceding each such redemption date, the Bond Trustee shall withdraw from the Interest Account and the Sinking Fund Account and transfer to the Bond Registrar, in Federal Reserve or other immediately available funds the respective amounts required for paying the interest on and the Redemption Price of the Bonds or portions thereof so called for redemption.

If at any date there shall be money in the Sinking Fund Account and no Bonds shall be then Outstanding, the money therein shall be withdrawn by the Bond Trustee and paid to the Hospital.

In the event the balance in the Sinking Fund Account on the twenty-fifth day of the month next preceding a November 1 is insufficient for the payment of the Sinking Fund Requirement on the Bonds on the next ensuing November 1, the Bond Trustee shall notify the Hospital of the amount of the deficiency. Upon notification, the Hospital shall immediately deliver to the Bond Trustee an amount sufficient to cure the same.

If, on any November 1, the face amount of Term Bonds for which there is a payment of a Sinking Fund Requirement on such November 1 delivered by the Hospital or the County to the Bond Trustee for cancellation during the preceding Bond Year plus the amounts deposited to the credit of the Sinking Fund Account for payment on such November 1 are greater than the amount required to be deposited into such Account, such excess shall be returned to the Hospital by the Bond Trustee as an overpayment.

Upon the retirement of any Bonds by redemption pursuant to the provisions of this Section, the Bond Trustee shall file with the County and the Hospital a statement identifying such Bonds and setting forth the date of redemption, the amount of the purchase price or the Redemption Price of such Bonds and the amount paid as interest thereon. The expenses incurred in connection with the redemption of any such Bonds are required to be paid by the Hospital as part of the Required Payments under the Agreement.

Section 506 **Reserved.**

Section 507 **Application of Money in Redemption Account.** Money held for the credit of the Redemption Account shall be applied to redemption of Bonds, as follows:

(a) The Bond Trustee shall call for redemption on each Interest Payment Date such amount of Bonds or portions thereof as, with the redemption premium, if any, will exhaust the money then held for the credit of the Redemption Account as nearly as may be practicable; provided, however, that not less than Fifty Thousand Dollars (\$50,000) principal amount of Bonds shall be called for redemption at any one time. Such redemption shall be made pursuant to the provisions of Article III of this Trust Agreement. Not later than 12:00 noon on the Business Day preceding the redemption date the Bond Trustee shall withdraw from the Interest Account and from the Redemption Account and transfer to the Bond Registrar, in Federal Reserve or other immediately available funds, the respective amounts required for paying the interest on and the Redemption Price of the Bonds or portions thereof so called for redemption; and

(b) Money in the Redemption Account shall be applied by the Bond Trustee in each Bond Year to the redemption of Bonds then Outstanding in accordance with the latest Officer's Certificate filed by the Hospital with the Bond Trustee designating the Bonds to be purchased or redeemed.

Upon the retirement of any Bonds by redemption pursuant to the provisions of this Section, the Bond Trustee shall file with the County and the Hospital a statement identifying such Bonds and setting forth the date of redemption, the amount of the Redemption Price of such Bonds and the amount paid as interest thereon. The expenses in connection with the redemption of any such Bonds are required to be paid by the Hospital as part of the Required Payments under the Agreement.

Section 508 Reserved.

Section 509 Money Held in Trust. All money that the Bond Trustee shall have withdrawn from the Bond Fund or shall have received from any other source and set aside or transferred to the Bond Registrar for the purpose of paying any of the Bonds hereby secured, either at the maturity thereof or by call for redemption or for the purpose of paying any interest on the Bonds hereby secured, shall be held in trust for the respective Holders. Any money that is so set aside or transferred and that remains unclaimed by the Holders for a period of five (5) years after the date on which such Bonds have become payable shall be paid over to the Hospital, and thereafter the Holders of such Bonds shall look only to the Hospital for payment and then only to the extent of the amounts so received, without any interest thereon, and the Bond Trustee, the Bond Registrar and the County shall have no responsibility with respect to such money.

Section 510 Cancellation of Bonds. All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Bond Registrar when such payment or redemption is made, and such Bonds shall be canceled. The Bond Registrar shall certify to the Bond Trustee, the County and the Hospital the details of all Bonds so canceled. Upon cancellation of all Bonds, the Bond Registrar shall give written notice to S&P and Fitch of the retirement of the Bonds. All Bonds canceled under any of the provisions of this Trust Agreement shall be destroyed by the Bond Registrar, which shall, in such event, execute a certificate in duplicate, describing the Bonds so destroyed, and one executed certificate shall be filed with the County and one executed certificate shall be retained by the Bond Trustee.

Section 511 Disposition of Fund Balances. After provision shall be made for the payment of all Outstanding Bonds, including the interest thereon, and for the payment of all other obligations, expenses and charges required to be paid under or in connection with this Trust Agreement, Obligation No. 14, the Agreement and the Master Indenture, the Bond Trustee shall pay, as an overpayment of Total Required Payments, all remaining amounts in any fund or account then held by it under this Trust Agreement to the Hospital; provided, however, that if a continuing lien has been imposed on any such

balance by another bond order, indenture or agreement, the Bond Trustee shall pay such balance to such person as such bond order, indenture or agreement shall provide.

ARTICLE VI

SECURITY FOR DEPOSITS. INVESTMENT OF FUNDS,

AND COVENANT AS TO ARBITRAGE

Section 601 Security for Deposits. Subject to the exceptions contained in the Granting Clauses of this Trust Agreement, any and all money deposited with the Bond Trustee (or one or more other Depositaries as provided in this Trust Agreement) shall be trust funds under the terms hereof and shall not be subject to any lien or attachment by any creditor (other than the Holders) of the County or the Hospital. Such money shall be held in trust and applied in accordance with the provisions of this Trust Agreement.

All money deposited with the Bond Trustee or any Depository shall be credited to the particular fund or account to which such money belongs.

Section 602 Investment of Money. Subject to the provisions of Section 604 of this Trust Agreement, money held for the credit of all funds and accounts shall be continuously invested and reinvested by the Bond Trustee at the written direction of the Hospital in Investment Securities to the extent practicable. Any such Investment Securities shall mature not later than the respective dates when the money held for the credit of such funds or accounts will be required for the purposes intended.

No Investment Securities in any fund or account may mature beyond the latest maturity date of any Bonds Outstanding at the time such Investment Securities are deposited.

For the purposes of this section, the maturity date of repurchase agreements for Government Obligations or other obligations is the maturity date of such repurchase agreements and not the maturity date of the underlying Government Obligation or other obligation.

The Hospital may at any time give to the Bond Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Article, and the Bond Trustee shall then invest such money under this Section as so directed by the Hospital.

Investment Securities credited to any fund or account established under this Trust Agreement shall be held by or under the control of the Bond Trustee and while so held shall be deemed at all times to be part of such fund or account in which such money was originally held, and the interest accruing thereon and any profit or loss realized upon the disposition or maturity of such investment shall be credited to or charged against such fund or account. The Bond Trustee shall sell or reduce to cash a sufficient amount of such Investment Securities whenever it shall be necessary so to do in order to provide moneys to make any payment or transfer of moneys from any such fund or account. The Bond Trustee shall not be liable or responsible for any loss resulting from any such investment.

Whenever a payment or transfer of money between two or more of the funds or accounts established pursuant to Article IV of this Trust Agreement is permitted or required, such payment or

transfer may be made in whole or in part by transfer of one or more Investment Securities at a value determined in accordance with this Article VI, provided that the Investment Securities transferred are those in which moneys of the receiving fund or account could be invested at the date of such transfer.

Notwithstanding anything contained herein to the contrary, the Bond Trustee shall have no obligation to enter into any investment contract, forward delivery investment agreement or any similar agreements with respect to the investment of any monies held under this Trust Agreement unless (i) such agreement is in form and content acceptable to the Bond Trustee in its reasonable judgment, (ii) any liability of the Bond Trustee under such agreement is limited to loss occasioned by the gross negligence or willful misconduct of the Bond Trustee, (iii) the Bond Trustee is not liable under any circumstances for any termination or similar amount under such agreement, and (iv) the County shall pay to the Bond Trustee an additional fee established by the Bond Trustee in accordance with the customary practices.

Section 603 Valuation. For the purpose of determining the amount on deposit in any fund or account, Investment Securities in which money in such fund or account is invested shall be valued at the lesser of (a) the cost of such Investment Securities minus the amortization of any premium or plus the amortization of any discount thereon or (b) the market value of such obligations.

The Bond Trustee shall value the Investment Securities in the funds and accounts established under this Trust Agreement five Business Days prior to each Interest Payment Date. In addition, the Investment Securities shall be valued by the Bond Trustee at any time requested by the County Representative or the Hospital Representative on reasonable notice to the Bond Trustee (which period of notice may be waived or reduced by the Bond Trustee); provided, however, that the Bond Trustee shall not be required to value the Investment Securities more than once in any calendar month.

Section 604 Covenant as to Arbitrage. The County agrees that money constituting "gross proceeds" of the Bonds (within the meaning of Section 148 of the Code and applicable regulations promulgated from time to time thereunder), whether or not such money was derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and any such applicable regulations. The County shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. In the event the County is of the opinion that it is necessary to restrict or limit the yield on the investment of money held by the Bond Trustee pursuant to this Trust Agreement, or to use such money in a certain manner, in order to avoid the Bonds being considered "arbitrage bonds" within the meaning of Section 148 of the Code and any such applicable regulations, the County may issue to the Bond Trustee a written certificate to such effect and appropriate instructions, in which event the Bond Trustee shall take such action as is necessary and reasonably available to the Bond Trustee to restrict or limit the yield on such investment or to use such money in accordance with such certificate and instructions, irrespective of whether the Bond Trustee shares such opinion.

ARTICLE VII

GENERAL COVENANTS AND REPRESENTATIONS

Section 701 Payment of Principal, Interest and Premium. The County shall cause to be paid, when due, the principal of (whether at maturity, by acceleration, by call for redemption or otherwise) and the premium, if any, and interest on the Bonds at the places, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, provided, that it is understood that such obligations are not general obligations of the County but are limited obligations and are payable solely from revenues and receipts derived in respect of Obligation No. 14 to the extent

provided in the Master Indenture, this Trust Agreement and the Agreement and the money attributable to proceeds of Bonds and the income from the investment thereof. The Bonds shall not be secured by a pledge of the full faith and credit of the State or of any political subdivision thereof, including the County, but shall be payable solely from the revenues and other funds provided for their payment under this Trust Agreement, Obligation No. 14 and the Agreement.

Section 702 **Covenant to Perform: Authority of County.** The County shall faithfully perform at all times all of its covenants, undertakings and agreements contained in this Trust Agreement, in any Bond executed, authenticated and delivered hereunder, or in any proceedings of the County pertaining thereto. The County represents that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Bonds authorized hereby and to execute this Trust Agreement, and to assign the Agreement and Obligation No. 14 and pledge the revenues, receipts, proceeds and funds derived in respect thereof, in the manner and to the extent herein set forth as security for the Bonds; that all action on its part for the issuance of the Bonds initially issued hereunder and the adoption of this Trust Agreement has been duly and effectively taken; and that such Bonds in the hands of the Holders thereof are and will be valid and enforceable limited obligations of the County according to their terms.

Section 703 **Covenant as to the Agreement.** The County covenants that it will fulfill its obligations, and that it will require the Hospital to perform its duties and obligations under Obligation No. 14 and the Agreement. The County shall promptly notify the Bond Trustee of any actual or alleged Event of Default of which it has knowledge and shall not execute or agree to any change, amendment, modification or supplement of or to the Agreement, except as is provided in the Agreement and this Trust Agreement. The County shall administer the Agreement in accordance with its terms and shall not agree to any reduction, abrogation, waiver, diminution or other modification in any manner and to any extent whatsoever of the obligation of the Hospital to make the Total Required Payments and to meet its other obligations as provided in the Agreement.

Section 704 **Enforcement of the Agreement.** The Bond Trustee may enforce all rights of the County and all obligations of the Hospital under the Agreement, Obligation No. 14 and the Master Indenture for and on behalf of the Holders, whether or not the County is in default hereunder.

Section 705 **Further Instruments and Actions.** Each of the County and the Bond Trustee shall execute and deliver such further instruments or take such further actions as may be required to carry out the purposes of this Trust Agreement and the Agreement, including without limitation the filing of financing statements under the Uniform Commercial Code and the continuation thereof and other such actions necessary to preserve the priority of the security interest created by this Trust Agreement.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 801 **Events of Default.** Each of the following events is hereby declared an Event of Default:

- (a) Default in the due and punctual payment of any interest on any Bond Outstanding;

(b) Default in the due and punctual payment of the principal of and redemption premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by acceleration;

(c) Default in the payment of any other amount required to be paid under this Trust Agreement or the performance or observance of any other of the covenants, agreements or conditions contained in this Trust Agreement, or in the Bonds issued under this Trust Agreement, and continuance thereof 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 and the Hospital by the Bond Trustee, which may give such notice in its discretion and shall give such notice at the written request of bondholders of not less than 25% in aggregate principal amount of the Bonds then Outstanding, unless the Bond Trustee, or the Bond Trustee and bondholders of an aggregate principal amount of Bonds not less than the aggregate principal amount of Bonds the bondholders of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period but can reasonably be expected to be fully remedied, the County and the Bond Trustee shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the County, or the Hospital on behalf of the County, within such period and is being diligently pursued;

(d) The occurrence of an "Event of Default" under the Loan Agreement;

(e) If Obligation No. 14 is declared by the Master Trustee to be immediately due and payable; and

(f) If there occurs any Event of Default under the Master Indenture.

Section 802 Acceleration of Maturities: Remedies on Default. (a) Upon the happening and continuance of any Event of Default specified in Section 801 of this Trust Agreement, the Bond Trustee may, or upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall, by notice in writing to the County and the Hospital, declare the principal amount of Bonds then Outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or in this Trust Agreement to the contrary notwithstanding; provided, however, that if at any time after the principal of Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Trust Agreement, money shall have accumulated in the Bond Fund sufficient to pay the principal of all matured Bonds and arrears of interest, if any, upon all Bonds then Outstanding (except the principal of any Bonds not then due and payable by its terms and the interest accrued on such since the last Interest Payment Date), and the charges, compensations, expenses, disbursements, advances and liabilities of the Bond Trustee and all other amounts then payable by the County hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Bond Trustee, and every other default known to the Bond Trustee in the observance or performance of any covenant, condition or agreement contained in the Bonds or in this Trust Agreement (other than a default in the payment of the principal of such Bonds then due only because of a declaration under this Section) shall have been remedied to the satisfaction of the Bond Trustee, then and in every such case, the Bond Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds not then due and payable by their terms (Bonds then due and payable only because of a declaration under this Section shall not be deemed to be due and payable by their terms) and then Outstanding and shall, by written notice to the County and the Hospital, rescind and annul such declaration and its consequences,

but no such rescission and annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

(b) Whenever any Event of Default shall have happened and be continuing, the Bond Trustee may take the following remedial steps:

(i) In the case of any Event of Default, the Bond Trustee may by written notice to the County, the Master Trustee and the Hospital declare immediately due and payable the principal amount of the Outstanding Bonds and the payments to be made by the Hospital therefor and accrued interest on the foregoing, whereupon the same shall become immediately due and payable without any further action or notice.

(ii) In the case of an Event of Default described in Section 801(a) or (b) of this Trust Agreement, the Bond Trustee may take whatever action at law or in equity is necessary or desirable to collect the Loan Repayments then due or payments due under Obligation No. 14.

(iii) In the case of an Event of Default described in Section 801(c) of this Trust Agreement, the Bond Trustee may take whatever action at law or in equity is necessary or desirable to enforce the performance, observance or compliance by the County with any covenant, condition or agreement by the County under this Trust Agreement.

(iv) In the case of an Event of Default described in Sections 801(d), (e), or (f) of this Trust Agreement, the Bond Trustee may take whatever action the County would be entitled to take, and shall take whatever action the County would be required to take, pursuant to the Agreement in order to remedy the Event of Default in question.

Section 803 Bond Trustee May Bring Suit. Upon the happening and continuance of any Event of Default, then and in every such case the Bond Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding hereunder shall, proceed, subject to the provisions of Section 902 and Section 903 hereof, to protect and enforce its rights and the rights of the Holders under the laws of the State under the Agreement, this Trust Agreement and Obligation No. 14 by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant, condition or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Bond Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

Section 804 Application of Funds. All money received by the Bond Trustee pursuant to any right given or action taken under this Trust Agreement shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money and the fees and expenses of the Bond Trustee, be deposited in the Bond Fund and applied to the payment of the principal of, redemption premium (if any) and interest then due and unpaid on the Bonds in accordance with the provisions of this Trust Agreement, and thereafter to pay the fees and expenses of the County. Anything in this Trust Agreement to the contrary notwithstanding, if at any time the money in the Bond Fund shall not be sufficient to pay the interest on or the principal of Bonds as the same shall become due and payable (either by their terms or by acceleration of maturities under the provisions of Section 802 of this Trust Agreement), such money, together with any money then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) If the principal of all the Bonds shall not have become due and payable or shall not have been declared due and payable, all such money shall be applied as follows:

first: to the payment to the persons entitled thereto of all installments of interest on the Bonds then due and payable in the order in which such installments became due and payable with interest on the overdue installments of interest at the same rate to the extent permitted by law and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference;

second: to the payment to the persons entitled thereto of the unpaid principal of any Bonds that shall have become due and payable (other than Bonds deemed to have been paid in accordance with Article XII hereof), with interest on the principal amount of such Bonds at the rate specified therein from the respective dates upon which such Bonds became due and payable, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date, and then to the payment ratably according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of Bonds and to the redemption of Bonds, all in accordance with the provisions of this Trust Agreement.

(b) If the principal of all Bonds shall have become or shall have been declared due and payable, all such money shall be applied to the payment of principal and interest then due 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 privilege.

(c) If the principal of all Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then, subject to the provisions of paragraph (b) of this Section 804 in the event that the principal of all Bonds shall later become due and payable or be declared due and payable, the money then remaining in and thereafter accruing to the Bond Fund shall be applied in accordance with the provisions of paragraph (a) of this Section 804.

Whenever money is to be applied by the Bond Trustee pursuant to the provisions of this Section, such money shall be applied by the Bond Trustee at such times and from time to time, as the Bond Trustee in its sole discretion shall determine, having due regard for the amount of such money available for such application and the likelihood of additional money becoming available for such application in the future; the setting aside of such money, in trust for the proper purpose, shall constitute proper application by the Bond Trustee, and the Bond Trustee shall incur no liability whatsoever to the County, to any Holder or to any other person for any delay in applying any such money so long as the Bond Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Trust Agreement as may be applicable at the time of application by the Bond Trustee. Whenever the Bond Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Bond Trustee shall deem another

date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Bond Trustee shall give notice by first class mail, postage prepaid, to all Holders of the fixing of any such date, and shall not be required to make payment to the Holder of any Bonds until such Bonds shall be surrendered to the Bond Registrar for cancellation if fully paid.

Section 805 Effect of Discontinuance of Proceedings. If any proceeding taken by the Bond Trustee, or Holders on account of any Event of Default shall have been discontinued or abandoned for any reason, then and in every such case, the County, the Bond Trustee, and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the County, the Bond Trustee, and the Holders shall continue as though no proceeding had been taken.

Section 806 Control of Proceedings by Holders. Anything in this Trust Agreement to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, subject to the provisions of Section 902 of this Trust Agreement, by an instrument or concurrent instruments in writing executed and delivered to the Bond Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Bond Trustee hereunder, provided that such direction shall be in accordance with law and the provisions of this Trust Agreement.

Section 807 Restrictions Upon Actions by Individual Holders. Except as provided in Section 813 of this Trust Agreement, no Holder shall have any right to institute any suit, action or proceeding in equity or at law on any Bond or for the execution of any trust hereunder or for any other remedy hereunder unless the County or the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding previously shall have given to the Bond Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, and unless also the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have made a written request of the Bond Trustee after the right to exercise such powers or right of action as the case may be, shall have accrued, and shall have afforded the Bond Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name, and unless, also, there shall have been offered to the Bond Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Bond Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Bond Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Agreement or to any other remedy hereunder. Notwithstanding the foregoing provisions of this Section and without complying therewith, the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding may institute any such suit, action or proceeding in their own names for the benefit of all Holders hereunder. It is understood and intended that, except as otherwise above provided, no one or more Holders shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Trust Agreement, or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Holders and that any individual rights of action or other right given to one or more of such Holders by law are restricted by this Trust Agreement to the rights and remedies herein provided.

Section 808 Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and of the Holders under this Trust Agreement, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the amounts payable under the Agreement and Obligation No. 14 as assigned to the Bond Trustee under this Trust Agreement, pending such

proceedings, with such powers as the court making such appointments shall confer, whether or not any such amounts shall be deemed sufficient ultimately to satisfy the Bonds then Outstanding hereunder.

Section 809 Enforcement of Rights of Action. All rights of action (including the right to file proof of claim) under this Trust Agreement or under any Bonds may be enforced by the Bond Trustee without the possession of any Bonds or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Bond Trustee shall be brought in its name as Bond Trustee, without the necessity of joining as plaintiffs or defendants any Holders hereby secured, and any recovery of judgment shall be for the equal benefit of the Holders.

Section 810 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bond Trustee or to the Holders is intended to be exclusive of any other remedy or remedies herein provided, and each 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.

Section 811 Delay Not a Waiver. No delay or omission by the Bond Trustee or any Holder in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power or remedy given by this Trust Agreement to the Bond Trustee and to the Holders may be exercised from time to time and as often as may be deemed expedient.

The Bond Trustee may, and upon written request of the Holders of not less than a majority in principal amount of the Bonds then Outstanding shall, waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Trust Agreement or before the completion of the enforcement of any other remedy under this Trust Agreement, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 812 Notice of Default. The Bond Trustee shall mail by first class mail to all Holders at their addresses as they appear on the registration books and the Master Trustee written notice of the occurrence of any Event of Default set forth in Section 801 of this Trust Agreement within thirty (30) days after the Bond Trustee shall have notice of the same, pursuant to the provisions of Section 908 of this Trust Agreement, that any such Event of Default shall have occurred; provided that, except upon the happening of an Event of Default specified in clause (a) of Section 6.01 of the Agreement and clauses (a) and (b) of Section 801 of this Trust Agreement, the Bond Trustee may withhold such notice to the Holders if in its opinion such withholding is in the interest of the Holders; and provided further that the Bond Trustee shall not be subject to any liability to any Holder by reason of its failure to mail any such notice.

Section 813 Right to Enforce Payment of Bonds Unimpaired. Nothing in this Article shall affect or impair the right of any Holder to enforce the payment of the principal of and interest on his Bond or the obligation of the County to pay the principal of and interest on each Bond to the Holder thereof at the time and place in said Bond expressed.

ARTICLE IX

THE BOND TRUSTEE AND THE BOND REGISTRAR

Section 901 Acceptance of Duties. The Bond Trustee by execution hereof accepts and agrees to fulfill the trusts and obligations imposed upon it by this Trust Agreement and the Agreement, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Trust Agreement, to all of which the County and the respective Holders agree. Prior to the occurrence of any Event of Default of which the Trustee is deemed to have knowledge in accordance with Section 908 hereof and after the curing of all such Events of Default that may have occurred, the Bond Trustee shall perform such duties and only such duties of the Bond Trustee as are specifically set forth in this Trust Agreement, and no implied covenants or obligations shall be read into this Trust Agreement or the Agreement against the Bond Trustee. During the existence of any such Event of Default of which the Bond Trustee is deemed to have knowledge in accordance with Section 908 hereof that has not been cured the Bond Trustee shall exercise any of the rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Trust Agreement, any Bond or the Agreement shall be construed to relieve the Bond Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to any such Event of Default of which the Bond Trustee is deemed to have knowledge in accordance with Section 908 hereof, and after the curing of any other Events of Default that may have occurred:

(1) the duties and obligations of the Bond Trustee shall be determined solely by the express provisions of this Trust Agreement and the Agreement and the Bond Trustee shall not be liable except for the performance of such duties and obligations of the Bond Trustee as are specifically set forth in this Trust Agreement and the Agreement, and no implied covenants or obligations shall be read into this Trust Agreement or the Agreement against the Bond Trustee, and

(2) in the absence of bad faith on its part, the Bond Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to it conforming to the requirements of this Trust Agreement, but in the case of any such certificate or opinion by which any provision hereof is specifically required to be furnished to the Bond Trustee, the Bond Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Trust Agreement and the Agreement; and

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(1) the Bond Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Bond Trustee unless it shall be proved that the Bond Trustee was negligent in ascertaining the pertinent facts, and

(2) the Bond Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of

not less than twenty-five percent (25%) or a majority, as this Trust Agreement shall require, in aggregate principal amount of Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any power conferred upon the Bond Trustee under this Trust Agreement and the Agreement.

None of the provisions contained in this Trust Agreement or the Agreement shall require the Bond Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

Whether or not expressly so provided, every provision of this Trust Agreement and of the Agreement relating to the conduct or affecting the liability of or affording protection to the Bond Trustee is subject to the provisions of this Article IX.

Section 902 Indemnification of Bond Trustee as Condition for Remedial Action. The Bond Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Trust Agreement or the Agreement or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of any of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. The Bond Trustee nevertheless may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Bond Trustee, without indemnity, and in such case the County, at the request of the Bond Trustee, subject to the second paragraph of Section 901, shall reimburse the Bond Trustee from funds available under the Agreement for all costs, expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the County shall fail to make such reimbursement, the Bond Trustee may reimburse itself from any money in its possession under the provisions of this Trust Agreement and shall be entitled to a preference therefor over any Bonds Outstanding.

Section 903 Limitations on Obligations and Responsibilities of Bond Trustee: Additional Rights of Bond Trustee. The Bond Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the County or the Hospital, or to report, or make or file claims or proof of loss for, any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. Except as to the acceptance of the trusts by its execution of this Trust Agreement, the Bond Trustee shall have no responsibility in respect of the validity, sufficiency, due execution or acknowledgment of this Trust Agreement, or in respect of the validity of Bonds or the due execution or issuance thereof. The Bond Trustee shall be under no obligation to see that any duties herein imposed upon any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Bond Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

The Bond Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Bond Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Bond Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the County and the Hospital, in person or by agent or attorney.

The Bond Trustee may execute any of its trusts or powers or perform any duties under this Trust Agreement either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement as provided in Section 905, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Bond Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

The Bond Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Trust Agreement or the Agreement.

In the event the Bond Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of holders of Bonds, each representing less than a majority in aggregate principal amount of the Bonds Outstanding, pursuant to the provisions of this Trust Agreement, the Bond Trustee, in its sole discretion, may determine what action, if any, shall be taken.

The Bond Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Trust Agreement and the Agreement shall extend to the Bond Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Bond Trustee's right to compensation, shall survive the Bond Trustee's resignation or removal, the defeasance or discharge of this Trust Agreement and final payment of the Bonds.

The permissive right of the Bond Trustee to take the actions permitted by this Trust Agreement or the Agreement shall not be construed as an obligation or duty to do so.

The Bond Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds (except statements furnished by it), and the Bond Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

Section 904 Bond Trustee Not Liable for Failure of County to Act. The Bond Trustee shall not be liable or responsible because of the failure of the County or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the County or because of the loss of any money arising through the insolvency or the act or default or omission of any Depository other than a Bond Trustee Depository in which such money shall have been deposited under the provisions of this Trust Agreement. The Bond Trustee shall not be responsible for the application of any of the proceeds of Bonds or any other money deposited with it and paid out, withdrawn or transferred hereunder if such application, payment withdrawal or transfer shall be made in accordance with the provisions of this Trust Agreement. The immunities and exemptions from liability of the Bond Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 905 Compensation and Indemnification of Bond Trustee and Bond Registrar. Subject to the provisions of any contract between the County and the Bond Trustee or the Bond Registrar relating to the compensation of the Bond Trustee or the Bond Registrar, the County shall cause the Hospital to pay to the Bond Trustee and the Bond Registrar reasonable compensation for all services performed by either of them hereunder and also all their reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder including, without limitation, expenses incurred in connection with the custody and/or valuation of any securities hereunder, and to indemnify and save the Bond Trustee or the Bond Registrar harmless against any liabilities that it may incur in the proper exercise and performance of its powers and duties hereunder (subject to the second paragraph of Section

901). If the County shall fail to cause any payment required by this Section to be made, the Bond Trustee or the Bond Registrar may make such payment from any money in its possession under the provisions of this Trust Agreement and shall be entitled to a preference therefor over any Bonds Outstanding hereunder. The County covenants that it shall promptly deposit or cause to be deposited to the credit of the respective fund or account the amount withdrawn therefrom by the Bond Trustee or the Bond Registrar to make any such payment, provided sufficient funds are available to pay all costs and expenses, if any, reasonably incurred by the County in connection therewith.

Section 906 Monthly Statements from Bond Trustee. (a) It shall be the duty of the Bond Trustee, on or before the 15th day of each month, to file with the County and the Hospital a statement setting forth in respect of the preceding calendar month:

(1) the amount withdrawn or transferred by it and the amount deposited with it on account of each fund or account held by it under the provisions of this Trust Agreement,

(2) the amount on deposit with it at the end of such month in each such fund or account,

(3) a brief description of all obligations held by it as an investment of money in each such fund or account,

(4) the amount applied to the redemption of Bonds under this Trust Agreement and a description of the Bonds or portions thereof so redeemed, and

(5) any other information that the County or the Hospital may reasonably request and is in the possession or control of the Bond Trustee.

(b) All records and files pertaining to Bonds and the Hospital in the custody of the Bond Trustee shall be open at all reasonable times to the inspection of the County, the Hospital and their agents and representatives.

Section 907 Bond Trustee May Rely on Certificates. If at any time it shall be necessary or desirable for the Bond Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Bond Trustee, and in any case in which this Trust Agreement provides for permitting or taking any action, the Bond Trustee may rely upon any certificate required or permitted to be filed with it under the provisions of this Trust Agreement, and any such certificate shall be evidence of such fact or protect the Bond Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in this Trust Agreement, any request, notice, certificate or other instrument from the County to the Bond Trustee shall be deemed to have been signed by the proper party or parties if signed by any County Representative, and the Bond Trustee may accept and rely upon a certificate signed by any County Representative as to any action taken by the County.

Section 908 Notice of Default. Except upon the happening of any Event of Default specified in clause (a) of Section 6.01 of the Agreement and clauses (a) and (b) of Section 801 of this Trust Agreement, the Bond Trustee shall not be obliged to take notice or be deemed to have notice of any Event of Default under this Trust Agreement or the Agreement, unless specifically notified in writing of such Event of Default by the County or the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and, in the absence of such notice, the Bond Trustee shall conclusively presume no Event of Default exists.

Section 909 Bond Trustee Not Responsible for Recitals. The recitals, statements and representations contained herein, in the Agreement, and in the Bonds shall be taken and construed as made by and on the part of the County and not by the Bond Trustee, and the Bond Trustee assumes and shall be under no responsibility for the correctness of the same.

The Bond Trustee makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title or interest of the County therein, the security provided thereby or by this Trust Agreement, the technical or financial feasibility of the Project, the compliance of the Project with the Act, or the tax-exempt status of the Bonds. The Bond Trustee is not accountable for the use or application by the Hospital of any of the Bonds or the proceeds of the Bonds, or for the use or application of any moneys paid over by the Bond Trustee in accordance with any provision of this Trust Agreement or the Agreement.

Section 910 Bond Trustee Protected in Relving on Certain Documents. The Bond Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Trust Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document believed by it to be genuine and signed by the proper party or parties or upon the written opinion of any attorney, engineer or accountant, and the Bond Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Bond Trustee shall not be under any obligation to see to the recording or filing of this Trust Agreement, the Agreement or otherwise to the giving to any person of notice of the provisions hereof.

Section 911 Bond Trustee May Pay Taxes and Assessments. In case the County or the Hospital shall fail to pay or cause to be paid any tax, assessment or governmental or other charge to the extent, if any, that the County or the Hospital may be deemed by the Bond Trustee liable for same, the Bond Trustee may, but shall not be obligated to, pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Bond Trustee or the Holders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section shall be repaid upon demand by the Bond Trustee by the County solely from funds made available by the Hospital, but the Bond Trustee shall be under no obligation to make any such payment from sources provided in this Trust Agreement unless it shall have available or be provided with adequate funds for the purpose of such payment.

Section 912 Resignation and Removal of Bond Trustee Subject to Appointment of Successor. Notwithstanding anything herein to the contrary, no resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Bond Trustee under Section 915.

Section 913 Resignation of Bond Trustee. Subject to the provisions of Section 912, the Bond Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing given to the County and the Hospital and mailed, postage prepaid, to the Holders, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Bond Trustee hereunder if such new Bond Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof.

Section 914 Removal of Bond Trustee. The Bond Trustee may be removed at any time by an instrument or concurrent instruments in writing, executed by the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding and filed with the County and mailed, postage prepaid, to the Holders not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument or instruments filed with the County

under the provisions of this paragraph, duly certified by the Clerk or any Assistant or Acting Clerk of the County Council of the County as having been received by the County, shall be delivered promptly by the Clerk or any Assistant or Acting Clerk of the County Council of the County to the Bond Trustee.

Unless an Event of Default has occurred and is continuing, the Bond Trustee may be removed by the County at any time, without cause, upon thirty (30) days' written notice delivered to the Bond Trustee; provided, however, that a new Bond Trustee must be appointed hereunder and shall have accepted the trusts hereof.

The Bond Trustee may also be removed at any time for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Trust Agreement with respect to the duties and obligations of the Bond Trustee by any court of competent jurisdiction upon the application of the County or the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding.

Section 915 Appointment of Successor Bond Trustee. If at any time hereafter the Bond Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Bond Trustee shall be taken over by any governmental official, agency, department or board, the position of Bond Trustee shall thereupon become vacant. If the position of Bond Trustee shall become vacant for any reason, the Hospital shall recommend and the County shall appoint a Bond Trustee to fill such vacancy, such approval not to be unreasonably withheld. A successor Bond Trustee shall not be required if the Bond Trustee shall sell or assign substantially all of its trust business and the vendee or assignee shall continue in the trust business, or if a transfer of the trust department of the Bond Trustee is required by operation of law, provided that such vendee, assignee or transferee is a bank or trust company within the State which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than Fifty Million Dollars (\$50,000,000). The County shall mail, postage prepaid, notice of any such appointment made by it to all Holders.

At any time within one (1) year after any such vacancy shall have occurred, the Holders of not less than twenty-five percent (25%) in principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing, executed by such Holders and filed with the County, may nominate a successor Bond Trustee, which the County shall appoint and which shall supersede any Bond Trustee theretofore appointed by the County. Photographic copies, duly certified by the Clerk or any Assistant or Acting Clerk of the County Council of the County as having been received by the County, of each such instrument shall be delivered promptly by the County to the predecessor Bond Trustee and to the Bond Trustee so appointed by the Holders.

If no appointment of a successor Bond Trustee shall be made pursuant to the foregoing provisions of this Section, any Holder hereunder or any retiring Bond Trustee may apply to any court of competent jurisdiction to appoint a successor Bond Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Bond Trustee.

Any successor Bond Trustee hereafter appointed shall be a bank or trust company within the State which is duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than Fifty Million Dollars (\$50,000,000).

Section 916 Vesting of Duties in Successor Bond Trustee. Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the County, an

instrument in writing accepting such appointment hereunder, and thereupon such successor Bond Trustee, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor; but such predecessor shall nevertheless, on the written request of its successor or of the County and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 905 of this Trust Agreement, execute and deliver an instrument transferring to such successor Bond Trustee all the rights, immunities and powers of such predecessor hereunder; and every predecessor Bond Trustee shall deliver all property and money held by it hereunder to its successor. Should any instrument in writing from the County be required by any successor Bond Trustee for more fully and certainly vesting in such Bond Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Bond Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the County.

Section 917 Removal and Resignation of Bond Registrar. The Bond Registrar may be removed at any time, with or without cause, by the County upon thirty (30) days' written notice by the County to the Bond Registrar. A copy of such written notice shall be delivered promptly by the County to the Bond Trustee, and the Hospital. Upon receipt of such notice the Bond Trustee shall cause notice of such removal to be mailed, postage prepaid, to the Holders, not less than sixty (60) days before such removal is to take effect.

The Bond Registrar may resign and thereby become discharged from the duties, obligations and responsibilities of Bond Registrar under this Trust Agreement, by written notice delivered to the County, the Hospital, and the Bond Trustee. Upon receipt of such notice the Bond Trustee shall cause notice of such resignation to be mailed, postage prepaid, to the Holders, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Bond Registrar hereunder if such new Bond Registrar shall be appointed before the time limited by such notice and shall then accept the duties, obligations and responsibilities of the Bond Registrar under this Trust Agreement. If at any time thereafter the Bond Registrar shall resign, be removed, be dissolved or otherwise become incapable of acting, or the entity acting as Bond Registrar shall be taken over by any governmental official, agency, department or board, the position of Bond Registrar shall thereupon become vacant. If the position of Bond Registrar shall become vacant for any reason, the County shall appoint a Bond Registrar to fill such vacancy. A successor Bond Registrar shall not be required if the Bond Registrar shall sell or assign substantially all of its business and the vendee or assignee shall be qualified in the sole judgment of the County to carry out the duties, obligations and responsibilities of Bond Registrar under this Trust Agreement. The County shall promptly deliver written notice of any such appointment by it to the Hospital, and the Bond Trustee.

Section 918 Action to be Taken or Consent to be Given by County. For purposes of this Article IX, any action to be taken or consent to be given by the County shall be taken or given by the Chairman or Vice-Chairman of the County Council of the County.

ARTICLE X

EXECUTION OF INSTRUMENTS BY HOLDERS AND PROOF OF OWNERSHIP OF BONDS; DETERMINATION OF CONCURRENCE OF HOLDERS; LISTS OF HOLDERS OF BONDS; HOLDERS OF BONDS DEEMED HOLDERS OF OBLIGATION NO. 14

Section 1001 Execution of Instruments by Holders and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by any Holder may be in any number of concurrent instruments of

similar tenor and may be signed or executed by such Holders or their attorneys or legal representatives. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Trust Agreement and shall be conclusive in favor of the Bond Trustee and the County with regard to any action taken by either under such instrument if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(b) The ownership of Bonds shall be proved by the registration books kept under the provisions of Section 205 of this Trust Agreement.

Nothing contained in this Article shall be construed as limiting the Bond Trustee to such proof, it being intended that the Bond Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Holder shall bind every future Holder of the same Bond in respect of anything done by the Bond Trustee in pursuance of such request or consent.

Notwithstanding any of the foregoing provisions of this Section 1001, the Bond Trustee shall not be required to recognize any person as a Holder or to take any action at his request unless such Bonds shall be deposited with it.

Section 1002 Preservation of Information: Communications to Holders. (a) The Bond Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders received by the Bond Trustee from the Bond Registrar.

(b) If a Holder which is a Securities Depository Nominee or three or more Holders which are not Securities Depository Nominees (hereinafter collectively referred to as "applicants") apply in writing to the Bond Trustee and furnish reasonable proof that each such applicant has owned a Bond for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders with respect to their rights under this Trust Agreement or under the Bonds and is accompanied by a copy of the form of communication which such applicants propose to transmit, then the Bond Trustee shall, within five Business Days after the receipt of such application, at its election, either

(i) afford such applicants access to the information preserved at the time by the Bond Trustee in accordance with subsection (a) of this Section 1002, or

(ii) inform such applicants as to the approximate number of Holders whose names and addresses appear in the information preserved at the time by the Bond Trustee in accordance with subsection (a) of this Section 1002, and as to the approximate cost of mailing to such Holders the form of communication, if any, specified in such application.

If the Bond Trustee shall elect not to afford such applicants access to such information, the Bond Trustee shall, upon the written request of such applicants, mail to each Holder whose name and address appears in the information preserved at the time by the Bond Trustee in accordance with subsection (a) of this Section 1002 a copy of the form of communication which is specified in such request, with reasonable promptness after a tender to the Bond Trustee of the material to be mailed and of payment, or

provision for the payment, of the reasonable expenses of mailing.

(c) Every Holder, by receiving and holding one or more Bonds, agrees with the County and the Bond Trustee that neither the County nor the Bond Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with subsection (b) of this Section 1002, regardless of the source from which such information was derived, and that the Bond Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under such subsection.

Section 1003 Holders of Bonds Deemed Holders of Obligation No. 14. In the event that any request, direction or consent is requested or permitted by the Master Indenture of the holders of Obligations issued thereunder, including Obligation No. 14, the Holders of Bonds then Outstanding shall be deemed to be holders of Obligation No. 14 for the purpose of any such request, direction or consent in the proportion that the aggregate principal amount of Bonds then Outstanding held by each such Holder of Bonds bears to the aggregate principal amount of all Bonds then Outstanding.

The provisions of this Article X and of Article VIII of the Master Indenture shall govern the execution of any such request, direction, consent or other instrument in writing required or permitted to be signed by Holders and holders of Obligation No. 14, respectively.

ARTICLE XI

SUPPLEMENTAL TRUST AGREEMENTS

Section 1101 Supplemental Trust Agreements Without Consent of Holders. The County and the Bond Trustee, from time to time and at any time, may enter into such agreements supplemental hereto as shall be consistent with the terms and provisions of this Trust Agreement and the Agreement and, in the Opinion of Counsel, shall not affect adversely or prejudice the interest of the Holders:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein that may be inconsistent with any other provision herein, to make any other provisions with respect to matters or questions arising under this Trust Agreement, or to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this Trust Agreement, or

(b) to grant to or confer upon the Bond Trustee for the benefit of the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders or the Bond Trustee, or

(c) to add to the conditions, limitations and restrictions of this Trust Agreement other conditions, limitations and restrictions thereafter to be observed, or

(d) to add to the covenants and agreements of the County in this Trust Agreement other covenants and agreements thereafter to be observed by the County or to surrender any right or power herein reserved to or conferred upon the County, or

(e) to permit the qualification of this Trust Agreement under any federal statute now or hereafter in effect or under any federal or state securities law, and, in connection therewith, if the County so determines, to add to this Trust Agreement or any supplemental trust agreement such

other terms, conditions and provisions as may be permitted or required by such federal statute or federal or state securities law, or

(f) to provide for the reissuance of Bonds in bearer form.

Section 1102 Modification of Trust Agreement with Consent of Holders. Subject to the terms and provisions contained in this Section and not otherwise, the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding that will be affected by a proposed supplemental trust agreement shall have the right, from time to time, anything contained in this Trust Agreement to the contrary notwithstanding, to consent to and approve the execution by the County and the Bond Trustee of such trust agreement or trust agreements supplemental hereto as shall be deemed necessary or desirable by the County and the Bond Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Trust Agreement; provided, however, that nothing herein contained shall permit, or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any Bonds issued hereunder, or (b) a reduction in the principal amount of any Bonds or the redemption premium or the rate of interest thereon, or (c) a preference or priority of any Bonds over any other Bonds, or (d) a reduction in the aggregate principal amount of Bonds required for consent to such supplemental trust agreement without the consent of the Holders of all of the Bonds then Outstanding. Nothing herein contained, however, shall be construed as making necessary the approval by the Holders of the execution of any supplemental trust agreement as authorized in Section 1101 of this Trust Agreement.

Copies of any modification of or supplement or amendment to this Agreement shall be sent to S&P and Fitch no later than ten (10) days prior to the effective date thereof.

If at any time the County shall request the Bond Trustee to enter into any supplemental trust agreement for any of the purposes of this Section, the Bond Trustee shall, at the expense of the Hospital, cause notice of the proposed execution of such supplemental trust agreement to be mailed, postage prepaid, to all Holders. Such notice shall briefly set forth the nature of the proposed supplemental trust agreement and shall state that copies thereof are on file at the principal office of the Bond Trustee for inspection by all Holders. The Bond Trustee shall not, however, be subject to any liability to any Holder by any reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such supplemental trust agreement when approved and consented to as provided in this Section 1102.

Whenever, at any time within three years after the date of mailing of such notice, the County shall deliver to the Bond Trustee an instrument or instruments in writing purporting to be executed by the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding or the Holders of all of the Bonds then Outstanding, as the case may be, that are affected by a proposed supplemental trust agreement, which instrument or instruments shall refer to the proposed supplemental trust agreement described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Bond Trustee may execute such supplemental trust agreement in substantially such form, without liability or responsibility to any Holder, whether or not such Holder shall have consented thereto.

If the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding or the Holders of all of the Bonds then Outstanding, as the case may be, that are affected by a proposed supplemental trust agreement at the time of the execution of such supplemental trust agreement shall have consented to and approved the execution thereof as herein provided, no Holder shall have any right to object to the adoption of such supplemental trust agreement, or to object to any of the terms and

provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the County and the Bond Trustee from executing the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any supplemental trust agreement pursuant to the provisions of this Section, this Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Trust Agreement of the County, the Bond Trustee and all Holders shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Trust Agreement as so modified and amended.

For purposes of this Section, Bonds shall be deemed to be "affected" by a supplemental trust agreement that adversely affects or diminishes the rights of Holders against the County or the rights of the Holders in the security for such Bonds. The Bond Trustee may in its discretion determine whether any Bonds would be affected by any supplemental trust agreement and any such determination shall be conclusive upon the Holders of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Bond Trustee shall not be liable for any such determination made in good faith.

Section 1103 Exclusion of Bonds. Bonds owned or held by or for the account of the Hospital, any Affiliate (as defined in the Master Indenture) or any subsidiary of the Hospital or any Affiliate shall not be deemed Outstanding Bonds for the purpose of any consent or other action or any calculation of Outstanding Bonds provided for in this Article, Article VIII hereof or Section 10.02 of the Agreement, and none of such parties as Holders shall be entitled to consent or take any other action provided for in this Article, Article VIII hereof or said Section 10.02. At the time of any consent or other action taken under this Article, Article VIII hereof or said Section 10.02, the Hospital shall furnish the Bond Trustee a certificate signed by a Hospital Representative, upon which the Bond Trustee may rely, describing all Bonds so to be excluded.

Section 1104 Responsibilities of Bond Trustee and County under this Article. The Bond Trustee shall receive, and shall be fully protected in relying upon, the opinion of any counsel who shall be counsel for the County, as conclusive evidence that any such proposed supplemental trust agreement does or does not comply with the provisions of this Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to accept such supplemental trust agreement.

No amendment of any provision of this Trust Agreement affecting the rights or obligations, or limiting the liability of the Bond Trustee shall be effective without the prior written consent of the Bond Trustee.

Section 1105 Consent of Hospital Required. Anything herein to the contrary notwithstanding, no such supplement or amendment to this Trust Agreement shall become effective unless and until the Hospital shall have consented thereto.

Section 1106 Notice of Supplemental Agreements. Not less than fifteen (15) days prior to the effective date of any trust agreement supplemental hereto, the Bond Trustee shall mail to the Rating Agencies notice of the proposed execution of such supplemental trust agreement and a copy of the form thereof. Within fifteen (15) days after the execution of any supplemental trust agreement, the Bond Trustee shall mail to the Rating Agencies a full transcript of all proceedings relating to such supplemental trust agreement.

ARTICLE XII

DEFEASANCE

Section 1201 Release of Trust Agreement. When (a) if the Bonds shall have become due and payable in accordance with their terms or otherwise as provided in this Trust Agreement, the whole amount of the principal and the interest and premium, if any, so due and payable upon all Bonds shall be paid, and (b) if the Bonds shall not have become due and payable in accordance with their terms, (x) the Bond Trustee shall hold sufficient (i) money or (ii) Defeasance Obligations the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of and the interest and redemption premium, if any, on all Bonds then Outstanding to the maturity date or dates of such Bonds or to the date or dates specified for the redemption thereof, and (y) if Bonds are to be called for redemption, irrevocable instructions to call the Bonds for redemption shall have been given by the County to the Bond Trustee, and (z) sufficient funds shall also have been provided or provision made for paying all other obligations payable hereunder by the County, then and in that case the right, title and interest of the Bond Trustee in the Pledged Assets (as defined in the Master Indenture) and the funds and accounts mentioned in this Trust Agreement shall thereupon cease, determine and become void and, on demand of the County and upon being furnished with an opinion to the effect that all conditions precedent to the release of this Trust Agreement have been satisfied, the Bond Trustee shall release this Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by the County and shall transfer to the Hospital, any surplus in, and all balances remaining in, all funds and accounts, other than money held for the redemption or payment of Bonds. Otherwise, this Trust Agreement shall be, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations shall be deposited with and held by the Bond Trustee or the Bond Registrar as hereinabove provided, (i) in addition to the requirements set forth in Article III of this Trust Agreement, the Bond Trustee, within thirty (30) days after such Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Bond Trustee to be mailed, postage prepaid, to all Holders, setting forth (a) the date or dates, if any, designated for the redemption of the Bonds, (b) a description of the Defeasance Obligations so held by it, and (c) that this Trust Agreement has been released in accordance with the provisions of this Section, and (ii) (a) the Bond Trustee shall nevertheless retain such rights, powers and privileges under this Trust Agreement as may be necessary and convenient in respect of the Bonds for the payment of the principal, interest and any premium for which such Defeasance Obligations have been deposited, and (b) the Bond Registrar shall retain such rights, powers and privileges under this Trust Agreement as may be necessary and convenient for the registration, transfer and exchange of Bonds.

All money and Defeasance Obligations held by the Bond Trustee (or the Bond Registrar) pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

If moneys or Defeasance Obligations have been deposited with the Bond Trustee pursuant to this Section 1201 for payment of less than all Bonds of the same maturity, the Bonds of such maturity to be so paid from such deposit shall be selected by the Bond Trustee by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Bonds of such maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within seven days after the moneys or Defeasance Obligations have been deposited with the Bond Trustee. This selection process shall be in lieu of the selection process otherwise provided with respect to redemption of Bonds in Article V. After such selection is made, Bonds that are to be paid from such deposit (including Bonds issued in exchange for such Bonds pursuant to the transfer or exchange provisions of this Trust Agreement) shall be identified by a separate CUSIP number or other designation satisfactory to the Bond

Trustee. The Bond Trustee shall notify Holders whose Bonds (or portions thereof) have been selected for payment from the moneys or Defeasance Obligations on deposit and shall direct such Holders to surrender their Bonds to the Bond Trustee in exchange for Bonds with the appropriate designation. The selection of Bonds for payment from such deposit pursuant to this paragraph shall be conclusive and binding on the County and the Hospital. Notwithstanding the foregoing, this paragraph shall be subject to the other provisions herein relating to Bonds while held under a book-entry only system. The County shall give to the Bond Trustee in form satisfactory to it irrevocable instructions to give notice of the deposit of moneys or Defeasance Obligations, the selection of Bonds to be redeemed, including CUSIP numbers, and the anticipated date of redemption. The Bond Trustee shall promptly give such notice to the Holders.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301 Effect of Dissolution of County. In the event the County for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the events, stipulations, obligations and agreements contained in this Trust Agreement by or on behalf of or for the benefit of the County shall bind or inure to the benefit of the successor successors of the County from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term "County" as used in this Trust Agreement shall include such successor or successors.

Section 1302 Successorship of Depository and Bond Registrar. Any bank or trust company with or into which any Depository or the Bond Registrar may be merged or consolidated, or to which the assets and business of such Depository or the Bond Registrar may be sold, shall be deemed the successor of such Depository and Bond Registrar for the purposes of this Trust Agreement. If the position of any Depository or the Bond Registrar shall become vacant for any reason, the County, at the request of the Bond Trustee or the Hospital and provided sufficient funds are available to pay all costs and expenses, if any, reasonably incurred by the County in connection therewith, shall appoint a bank or trust company to fill such vacancy within thirty (30) days after the County receives notice of such vacancy; provided that if the County shall fail to appoint such Depository or the Bond Registrar within such period, the Bond Trustee shall make such appointment.

Section 1303 Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the Hospital, the County, the Bond Trustee, and the Bond Registrar shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, return receipt requested postage prepaid, addressed as follows:

(a) As to the Hospital —

McLeod Regional Medical Center
of the Pee Dee, Inc.
555 East Cheves Street
Florence, South Carolina 29501
Attention: President and CEO

(b) As to the County —

Florence County, South Carolina
c/o Florence County Council
City-County Complex
180 N. Irby Street
Florence, South Carolina 29501
Attention: Chairman

(c) As to the Bond Trustee —

U.S. Bank National Association
1441 Main Street, Suite 775
Columbia, South Carolina 29201
Attention: Corporate Trust Department

(d) As to the Bond Registrar —

U.S. Bank National Association
60 Livingston Avenue
St. Paul, Minnesota 55107-2292
Attention: Corporate Trust Department

(e) As to S&P —

Standard & Poor's Ratings Group
25 Broadway
New York, New York 10004
Attention: Municipal Finance Department

(f) As to Fitch —

Fitch Ratings
One State Street Plaza
New York, NY 10004
msf.surveillance@fitchratings.com

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by facsimile or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

All documents received by the Bond Trustee under the provisions of this Trust Agreement, or photographic copies thereof, shall be retained in its possession until this Trust Agreement shall be released under the provisions of Section 1201 of this Trust Agreement, subject at all reasonable times to the inspection of the County, the Hospital and any Holder and the agents and representatives thereof.

Section 1304 Particular Notices. In addition to the notices otherwise provided for in this Trust Agreement, the Bond Trustee shall give written notice to the Rating Agencies with respect to (a) any change of Bond Trustee, or (b) redemption in full of the Bonds.

Section 1305 Substitute Mailing. If, because of the temporary or permanent suspension of postal service, the County or the Bond Trustee shall be unable to mail any notice required to be given by the provisions of this Trust Agreement, the County or the Bond Trustee shall give notice in such other manner as in the judgment of the County or the Bond Trustee shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

Section 1306 Parties, Bond Registrar, Hospital, and Holders Alone Have Rights Under Trust Agreement. Except as herein otherwise expressly provided, nothing in this Trust Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Bond Trustee, the Bond Registrar, the County, the Hospital, and the Holders, any right, remedy or claim, legal or equitable, under or by reason of this Trust Agreement or any provision hereof, this Trust Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Bond Trustee, the County, the Hospital, the Bond Registrar, and the Holders.

Section 1307 Effect of Partial Invalidity. In case any one or more of the provisions of this Trust Agreement, the Agreement or the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Trust Agreement, the Agreement or the Bonds, but this Trust Agreement, the Agreement and said Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds, this Trust Agreement or the Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the County or the Hospital to the full extent permitted by law.

Section 1308 Effect of Covenants. All covenants, stipulations, obligations and agreements of the County contained in this Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County to the full extent permitted by the Constitution and laws of the State. This Trust Agreement is executed and delivered with the intent that the laws of the State shall govern its construction.

Section 1309 No Recourse Against Members, Officers or Employees of County. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Trust Agreement, in any Bond hereby secured or in any document or certification whatsoever, or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceedings by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee, as such, of the County, either directly or through the County, or otherwise, for the payment for or to, the County or any receiver of the County, or for, or to, any Holder or otherwise, of any sum that may be due and unpaid upon any such Bond. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the County or any receiver of the County, or for, or to, any Holder or otherwise, of any sum that may remain due and unpaid upon the Bonds hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the execution of this Trust Agreement and the issuance of the Bonds.

Section 1310 Expenses Payable under Trust Agreement. All expenses incurred in carrying out this Trust Agreement shall be payable solely from funds derived by the County from its loan of the proceeds of the Bonds to the Hospital. Anything in this Trust Agreement to the contrary notwithstanding, the performance by the County of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of the County for all warranties and other covenants herein shall be limited solely to the money and revenues received from the payments by the Hospital in respect of Obligation No. 14 and under the Agreement, and from money attributable to the proceeds of Bonds, or the income from the investment thereof, and the County shall not be required to effectuate any of its duties, obligations, powers or covenants except from, and to the extent of, such moneys, revenues, proceeds and payments.

Section 1311 Dealing in Bonds. The Bond Trustee, the Bond Registrar and any bank or trust company acting as Depository under this Trust Agreement and its directors, officers, employees or agents, and any officer, employee or agent of the County, may in good faith, buy, sell, own, hold and deal in any Bonds issued under the provisions of this Trust Agreement and may join in any action which any Holder may be entitled to take with like effect as if such Bond Trustee were not a trustee and such bank or trust company were not the Bond Registrar or a Depository under this Trust Agreement or as if such officer, employee or agent of the County did not serve in such capacity.

Section 1312 Multiple Counterparts. This Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

Section 1313 Headings. Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall not constitute a part of this Trust Agreement, nor shall they affect its meaning, construction or effect.

Section 1314 Business Days. If the day stated for any action required or payment to be made pursuant to this Trust Agreement shall not be a Business Day, the date for such action to be taken or payment to be made shall be the next succeeding Business Day.

Section 1315 Further Authority. The officers of the County, attorneys, engineers and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Trust Agreement and the Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds, the Agreement and this Trust Agreement.

Section 1316 Governing Law. This Trust Agreement and all controversies arising hereunder shall be governed by the laws of the State of South Carolina.

Section 1317 Consent and Direction to Cancel Mortgage. In accepting the Bonds, the Holders thereof, as the deemed holder of Obligation No. 14 in accordance with the terms of the Master Indenture, shall be deemed to consent to the cancellation of the Mortgage (as defined in the Master Indenture) upon delivery to the Master Trustee of an Opinion of Bond Counsel (as defined in the Master Indenture) that Obligations No. 10 issued pursuant to the Master Indenture has been paid or defeased, and the liens of the Supplemental Indenture to the Master Indenture authorizing such Obligations No. 10 has been released, and to direct the Master Trustee to undertake such cancellation upon the conditions stated.

IN WITNESS WHEREOF, the County has caused these presents to be signed in its name and behalf by the County Representative and, to evidence its acceptance of the trust hereby created, the Bond Trustee has caused these presents to be signed in its behalf by its duly authorized officer.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Chairman, Florence County Council

(SEAL)

Attest:

Clerk, Florence County Council

U.S. BANK NATIONAL ASSOCIATION
as Bond Trustee

By: _____
Its: _____

EXHIBIT A

[Form of Bonds]

No. _____

\$ _____

FLORENCE COUNTY, SOUTH CAROLINA
REFUNDING HOSPITAL REVENUE BOND
(MCLEOD REGIONAL MEDICAL CENTER PROJECT)
SERIES 2014

REGISTERED OWNER:

CUSIP: _____

PRINCIPAL AMOUNT:

DOLLARS

INTEREST RATE:

INTEREST PAYMENT DATES: _____, 20____ and thereafter on November 1
and May 1 of each year.

MATURITY DATE:

Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), for value received, promises to pay to the registered owner of this bond, or registered assigns, but solely from the sources hereinafter described, upon presentation and surrender hereof, in lawful money of the United States of America, the principal amount set forth above on the Maturity Date set forth above, unless paid earlier as provided below, with interest at the interest rate set forth above from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from _____, 2014, until paid in full, at the rate set forth above, payable on each Interest Payment Date. Interest shall be computed on the basis of a three hundred sixty (360)-day year consisting of twelve (12) thirty-day months. From and after the date on which this bond becomes due, any unpaid principal will bear interest at the interest rate set forth above until paid or payment is duly provided for.

The principal of and premium, if any, on this bond are payable when due to the registered owner hereof upon presentation and surrender of this bond at the principal office of U.S. Bank National Association (the "Bond Trustee") in _____, _____. [Bonds not issued by means of a book-entry system shall contain the following statement: or, at the written request of any owner of \$500,000 or more in aggregate principal amount of Bonds (as hereinafter defined) filed the with Bond Trustee on or before a Record Date, by wire transfer to an account within the continental United States designated by such owner.]

The record date for payment of interest is the fifteenth day of the month immediately preceding the Interest Payment Date. [Bonds not issued by means of a book-entry system shall contain the following statement: Such payment of interest shall be by check mailed to the registered owner at his address as it appears on the bond registration books maintained by the Bond Trustee or, at the written request of any owner of \$500,000 or more in aggregate principal amount of Bonds filed with the Bond Trustee on or before a Record Date, by wire transfer to an account within the continental United States designated by such owner.] All such payments shall be made in such coin or currency of the United States of America as

at the time of payment is legal tender for payment of public and private debts.

This Bond is one of a duly authorized issue of revenue bonds of the County, designated "Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2014" (the "Bonds"), in the aggregate principal amount of _____ Dollars (\$ _____) issued under a Trust Agreement, dated as of August 1, 2014 (the "Trust Agreement") between the County and the Bond Trustee. The Bonds are being issued to finance the cost of refunding the County's Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2004A (the "Refunded Bonds"); and paying certain costs of issuance of the Bonds related to the facilities of McLeod Regional Medical Center of the Pee Dee, Inc., a South Carolina nonprofit corporation (the "Hospital") and related entities.

This Bond is a limited obligation of the County. The County is not obligated to pay this Bond or the premium, if any, or the interest thereon except from the revenues and funds assigned to the Bond Trustee or otherwise pledged therefor, and neither the faith and credit nor the taxing power of the State of South Carolina or of any political subdivision thereof is pledged as security for the payment of the principal of or the interest or premium, if any, on this Bond.

The County has entered into a Loan Agreement, dated as of August 1, 2014 (the "Agreement"), with the Hospital, under which the County has agreed to lend to the Hospital the proceeds of the Bonds and in consideration and as evidence of the loan the Hospital has agreed to make payments to the Bond Trustee (the "Loan Repayments") in such amounts and at such times as are required to provide for timely payment of the principal of, premium, if any, and interest on the Bonds. The Agreement further obligates the Hospital to perform, observe and comply with certain covenants, conditions and agreements set forth in an Amended and Restated Master Trust Indenture dated as of January 15, 1998, together with all such supplements and amendments thereto as therein permitted (being herein called the "Master Indenture"), by and between the Hospital and U.S. Bank National Association (successor to Wachovia Bank, National Association, formerly known as First Union National Bank), as master trustee (the "Master Trustee"), including covenants, conditions and agreements with respect to the operation of the Hospital and other Members of the Obligated Group (as defined in the Master Indenture).

As evidence of its indebtedness under the Agreement, the Hospital has executed and delivered to the County its Obligation No. 14 dated August 1, 2014 ("Obligation No. 14"). Obligation No. 14 is issued under and secured by the Master Indenture, which provides that the Hospital and other Members of the Obligated Group may incur additional indebtedness by the issuance of Obligations (as defined in the Master Indenture), secured by the security for Obligation No. 14 on a *pari passu* basis for the purposes, under the terms and conditions and to the extent described in the Master Indenture. Pursuant to the Master Indenture the Hospital has heretofore executed and delivered, and there are outstanding, Obligations in the aggregate principal amount of _____.

Pursuant to the Trust Agreement the County has, for the benefit of the owners of the Bonds, assigned the County's rights under the Agreement, including all its rights, title and interest to receive the Loan Repayments (subject to the reservation of certain rights of the County, including its rights to notices, payment of certain expenses and indemnity), to Obligation No. 14 and rights under the Master Indenture as holder of Obligation No. 14, and to any and all moneys and securities in the Bond Fund under the Trust Agreement to the Bond Trustee in trust.

Reference is made to the Agreement, the Trust Agreement and the Master Indenture for a more complete statement of the provisions thereof and of the rights of the County, the Bond Trustee, the Master

Trustee, the Hospital and the owners of the Bonds. Copies of Obligation No. 14, the Master Indenture, the Trust Agreement and the Agreement are on file and may be inspected at the corporate trust office of the Bond Trustee in Columbia, South Carolina. By the purchase and acceptance of this Bond, the registered owner hereof signifies assent to all of the provisions of the aforementioned documents.

This Bond is issued and the Trust Agreement and the Agreement were made and entered into under and pursuant to the Constitution and laws of the State of South Carolina, and particularly in conformity with the provisions, restrictions and limitations of Title 44, Chapter 7, Article 11, Code of Laws of South Carolina, 1976, as amended (the "Act").

Bonds issued pursuant to a book-entry system shall contain the following paragraph: The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Trust Agreement. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee (as defined in the Trust Agreement), is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The County, the Bond Registrar and the Bond Trustee will recognize the Securities Depository Nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including payments of principal of, and redemption premium, if any, and interest on, this Bond, notices and voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its participants or persons acting through such participants. While the Securities Depository Nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements between the Bond Registrar or its successors under the Trust Agreement and the Securities Depository.

Bonds may be exchanged at the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Trust Agreement, for an equal aggregate principal amount of Bonds of the same maturity, of any authorized denominations and bearing interest at the same rate.

The transfer of this Bond is registerable by the registered owner hereof in person or by his attorney or legal representative at the corporate trust office of the Bond Registrar, but only in the manner and subject to the limitations and conditions provided in the Trust Agreement and upon surrender and cancellation of this Bond. Upon any such registration of transfer, the County shall execute and the Bond Registrar shall authenticate and deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of the same maturity and rate of interest and of any authorized denominations, in an aggregate principal amount equal to the principal amount of this Bond.

Bonds maturing on and after _____, 20____, are subject to redemption by the County at the direction of the Hospital on and after _____, 20____, in whole or in part on any date. Any such redemption shall be at par.

The Bonds are also subject to redemption at the option of the County, upon request of the Hospital (in whole or in part upon the occurrence of the events described in (a) below, or in whole upon the occurrence of the events described in (b) below), at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, upon the occurrence of one of the following events:

(a) Damage or destruction of all or any part of the Operating Assets (as defined in the Agreement) by fire or casualty, or loss of title to or use of substantially all of the Operating Assets as a result of the failure of title or as a result of Eminent Domain (as defined in the Agreement) proceedings or proceedings in lieu thereof; or

(b) Changes in the Constitution of the United States of America or of the State or in legislation or administrative action, or failure of administrative action by the United States or the State or any agency or political subdivision of either thereof, or by reason of any judicial decision;

in either event, to such extent that in the opinion of the board of trustees of the Hospital (expressed in a resolution) and in the opinion of an independent architect, engineer or management consultant (as may be appropriate for the particular event), both filed with the County and the Bond Trustee, (i) the Agreement is impossible to perform without unreasonable delay or (ii) unreasonable burdens or excessive liabilities not being imposed on the date of issuance of the Bonds are imposed on the Hospital.

At least twenty (20) days but not more than sixty (60) days before the redemption date of any Bonds, whether such redemption is in whole or in part, the Bond Trustee shall cause a notice of any such redemption signed by the Bond Trustee to be mailed, postage prepaid, to all registered owners owning Bonds to be redeemed in whole or in part, but failure so to mail any such notice to any registered owner or any defect in any notice so mailed shall not affect the validity of the proceedings for the redemption of the Bonds of any other registered owner. On the date fixed for redemption, notice having been mailed in the manner provided in the Trust Agreement, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date unless the Hospital Representative shall have notified the Bond Trustee that the Hospital has elected to revoke such redemption in accordance with the provisions of the Trust Agreement, in which case the Bonds shall not be redeemed and any notice of redemption mailed to the registered owners will be null and void. If there has been delivered to the Bond Trustee, and the Bond Trustee is then holding in trust, money or Defeasance Obligations (as defined in the Trust Agreement), or a combination of both, sufficient to pay the redemption price of the Bonds to be redeemed plus accrued interest to the date of redemption, interest on the Bonds called for redemption shall cease to accrue; such Bonds or portions thereof shall cease to be entitled to any benefits or security under the Trust Agreement or to be deemed Outstanding (as defined in the Trust Agreement); and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

The registered owner of this Bond shall have no right to enforce the provisions of the Trust Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Trust Agreement, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Trust Agreement and except that any registered owner may institute action to enforce the payment of the principal of or the interest on this Bond.

Upon the occurrence of certain events, on the conditions, in the manner and with the effect set forth in the Trust Agreement, the principal of all Bonds then outstanding under the Trust Agreement may become or may be declared due and payable before their stated maturities, together with the interest accrued thereon.

Modifications or alterations of the Trust Agreement, the Agreement and the Master Indenture and any agreement supplemental thereto, may be made only to the extent and in the circumstances permitted by the Trust Agreement, the Agreement and the Master Indenture.

This Bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Trust Agreement, at all times shall be and shall be understood to be an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of South Carolina and is issued with the intent that the laws of the State of South Carolina shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Trust Agreement and the Agreement have happened, exist and have been performed as so required.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Trust Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Florence County, South Carolina has caused this Bond to be executed with the facsimile signatures of the Chairman of its County Council and the County Administrator of the County and a facsimile of its official seal to be printed hereon and this Bond to be dated the ____ day of ____, 2014.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Chairman, Florence County Council

By: _____
Clerk to Florence County Council

/SEAL/

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

[Please Print or Typewrite Name and Address of Transferee] the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to the Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

[To be endorsed on all Bonds]

Date of Authentication:

CERTIFICATE OF AUTHENTICATION

This Bond is a Bond of the Series designated therein and issued under the provisions of the within-mentioned Trust Agreement.

U.S. Bank National Association,
Bond Registrar

By _____
Authorized Signatory

DRAFT

FORM OF BOND PURCHASE AGREEMENT – SERIES 2014

DRAFT

BOND PURCHASE AGREEMENT

\$ _____,000
Florence County, South Carolina
Refunding Hospital Revenue Bonds
(McLeod Regional Medical Center Project)
Series 2014

_____, 2014

Florence County, South Carolina
c/o Florence County Council
180 N. Irby St., MSC-G
Florence, South Carolina 29501

Ladies and Gentlemen:

J.P. Morgan Securities LLC (the "*Underwriter*") hereby offers to enter into this Bond Purchase Agreement (this "*Bond Purchase Agreement*") with you, Florence County, South Carolina (the "*Issuer*"), acting by and through its County Council (the "*County Council*"), for the purchase by the Underwriter and sale by you of the Bonds specified below. This offer is made subject to acceptance by you and approval by McLeod Regional Medical Center of the Pee Dee, Inc., a South Carolina nonprofit corporation (the "*Borrower*"), prior to 5:00 P.M., Florence, South Carolina time, on the date hereof or such other time as is mutually agreed upon. Upon such acceptance, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon each of the Issuer and the Underwriter. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. All capitalized terms used in this Bond Purchase Agreement and not otherwise defined herein have the same meaning as in the Official Statement hereinafter referred to.

1. Upon the terms and conditions and on the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter all (but not less than all) of the \$ _____,000 Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2014 (the "*Bonds*") at the aggregate purchase price of \$ _____ (reflecting underwriting discount of \$ _____ and [plus/less] original issue [premium/discount] of \$ _____). The Bonds shall be as described in and shall be issued and secured under and pursuant to a Trust Agreement dated as of August 1, 2014 (the "*Trust Agreement*"), by and between the Issuer and U.S. Bank National Association, as trustee (the "*Trustee*"), and an Ordinance duly enacted by County Council on _____, 2014, (the "*Bond Ordinance*"). The Bonds will mature in the amounts and on the dates, and have those additional terms set forth on Schedule I hereto and in the Trust Agreement. The proceeds from the sale of the Bonds will be applied to refund the outstanding principal amount of the Issuer's Hospital Revenue Bonds (McLeod Regional Medical Center Project), Series 2004A (the "*Refunded Bonds*") and pay certain costs of issuance of the Bonds (collectively, the "*Project*").

The Bonds are secured by a Loan Agreement, dated as of August 1, 2014 between the Issuer and the Borrower (the "*Loan Agreement*"), and the Obligation No. 14 (the "*2014 Obligation*") issued pursuant to an Amended and Restated Master Trust Indenture dated as of January 15, 1998, as amended and supplemented (the "*Master Trust Indenture*") between the Borrower and U.S. Bank National Association, as successor master trustee (the "*Master Trustee*"), including as amended and supplemented by a Supplemental Indenture for Obligation No. 14 dated as of August 1, 2014 (the "*Series 2014 Supplemental Master Indenture*"). The Borrower, McLeod Health, McLeod Medical Center-Dillon and McLeod Physician Associates II are currently the only members of the Obligated Group established pursuant to the Master Trust Indenture.

To secure its obligations under the Master Trust Indenture, each of the Members of the Obligated Group have granted to the Master Trustee a first lien on and security interest in all amounts in the Accounts established under the Master Trust Indenture, and in its Gross Receipts (as defined in the Master Trust Indenture), for the equal and ratable benefit of the holders of any Obligations, including the 2014 Obligation, and any other obligations issued from time to time under the Master Trust Indenture.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the Issuer, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the sale of the Bonds.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of the Bonds at the offering prices or yields not in excess of those set forth in *Schedule I* hereto. The Underwriter reserves the right, in its sole discretion, to change such offering prices or yields as the Underwriter deems necessary in connection with the offering of the Bonds and to offer and sell the Bonds to certain dealers (including the Underwriter and other dealers depositing the Bonds into unit investment trusts) and others at prices lower than the initial offering prices or at yields higher than the initial yields set forth in *Schedule I* hereto. The Underwriter also reserves the right: (i) to over allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market, and (ii) to discontinue such stabilizing, if commenced, at any time. A "bona fide public offering" shall include an offering to a representative number of institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

3. *Official Statement.* The Underwriter has distributed copies of the Preliminary Official Statement dated [____], 2014, which, together with the cover page and appendices thereto, is herein referred to as the "*Preliminary Official Statement*." By its acceptance of this Bond Purchase Agreement, the Issuer hereby ratifies, confirms and approves the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as hereinafter defined) electronically over the internet on the website of [____] (www.[____].com) and in printed paper form. For purposes of this Bond Purchase Agreement, the printed paper form of the Preliminary Official Statement and the Official Statement are deemed controlling. The Issuer deems the Preliminary Official

Statement final as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("*Rule 15c2-12*"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

The Issuer has delivered to the Underwriter on the date hereof a copy of the final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, the Borrower, Bond Counsel and the Underwriter subsequent to the acceptance of this Bond Purchase Agreement by the Issuer, is referred to herein as the "*Official Statement*"). The Official Statement, with only such changes therein as shall have been accepted by the Underwriter shall be signed on behalf of the Issuer by the Chairman of the County Council and on behalf of the Borrower by its President and Chief Executive Officer. By execution thereof by the Chairman of the County Council and the President and Chief Executive Officer of the Borrower, the Issuer and the Borrower shall deem the Official Statement complete as of its date within the meaning of the rules of the Securities and Exchange Commission (the "*SEC*") cited above in substantially the same form as the Preliminary Official Statement, subject only to such additions, deletions, revisions, and recent developments as shall have been consented to or accepted by the Underwriter. The Underwriter hereby agrees to cooperate and assist in the preparation of the Official Statement. The Issuer and the Borrower authorizes the use by the Underwriter of the Official Statement, the Bond Ordinance and the Trust Agreement in connection with the public offering and sale of the Bonds.

The Issuer hereby agrees to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof (but in no event later than three (3) business days prior to the Closing Date (as hereinafter defined)) or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payments from any customers of the Underwriter, copies of the Official Statement in such quantities as the Underwriter deems necessary to comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board ("*MSRB*"). The Underwriter hereby agrees to deliver a copy of the printed paper form of the Official Statement to the MSRB on or before the Closing Date.

4. *Supplements to Official Statement.* During the period commencing on the Closing Date and ending twenty-five (25) days from the end of the underwriting period (the Closing is hereby assumed to be the end of the underwriting period under Rule 15c2-12, unless written notice to the contrary is given by the Underwriter to the Issuer and the Borrower on or before the Closing, provided that the underwriting period shall not be extended for more than 60 days after Closing), the Issuer and the Borrower shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If any such event occurs and in the reasonable judgment of the Underwriter, the Issuer and the Borrower, an amendment or supplement to the Official Statement is appropriate, the Issuer shall, at the expense of the Borrower, forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) that will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser or "potential customer," not misleading.

5. *Qualification of Securities.* The Issuer and the Borrower will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as

the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; provided, however, that neither the Issuer nor the Borrower will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

6. The Issuer represents to and agrees with the Underwriter that:

(a) The statements and information contained with respect to the Issuer under the caption "THE ISSUER" in the Preliminary Official Statement are, and as of the date of the Official Statement and as of the Closing such information in the Preliminary Official Statement and the Official Statement will be, true and correct in all material respects. If, at any time prior to 90 days after the Closing, any event occurs with respect to the Issuer as a result of which such statements and information contained in the Official Statement as then amended or supplemented might include an untrue statement of a material fact, the Issuer shall promptly notify the Underwriter and the Borrower in writing of such events. Any information supplied by the Issuer for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact relating to the Issuer.

(b) The Issuer is a body corporate and politic, duly created and existing as a political subdivision under the Constitution and Laws of the State of South Carolina (the "State") and is authorized pursuant to Title 44, Chapter 7, Article 11, Code of Laws of South Carolina 1976, as amended (the "Act") to issue its revenue bonds for the purpose of financing or refinancing "hospital facilities" (as defined in the Act), to refund the Refunded Bonds, to enter into this Bond Purchase Agreement, the Trust Agreement, the Loan Agreement and the Escrow Deposit Agreement dated as of August 1, 2014 (the "Escrow Agreement") among the Issuer, the Borrower and U.S. Bank National Association, as escrow agent, providing for payment of the Refunded Bonds, to deliver its Arbitrage Certificate and Tax Certificate dated the Closing Date (the "Tax Certificate"), to pledge the trust estate as provided in the Trust Agreement and as described in the Official Statement, and to loan the proceeds of the Bonds to the Borrower for the purposes described in the Official Statement.

(c) To the knowledge of the Issuer, without inquiry or investigation, the execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Bonds, the Loan Agreement, the Trust Agreement, the Escrow Agreement and the Tax Certificate, and the adoption of the Bond Ordinance, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject.

(d) With respect to such matters that are preconditions to the issuance of the Bonds, the Issuer will rely on Bond Counsel to ensure that, at the date of the Closing, the Issuer will have in all respects complied with the Act and the Internal Revenue Code of 1986, as amended (the "Code").

(e) To the knowledge of the Issuer, all approvals, consents and orders of any governmental authority, board, agency, commission or other body in or of the State having jurisdiction which would constitute a condition precedent to the adoption of the Bond Ordinance and the performance by the Issuer of its obligations hereunder and under the Trust Agreement, the Loan Agreement, the Escrow Agreement, the Tax Certificate and the Bonds, have been obtained

or, if not, the Issuer will rely on Bond Counsel to ensure that approvals, consents and orders will be obtained at the time of or prior to the Closing, provided that no representation is made as to approvals or consents under state securities laws.

(f) The Issuer represents, based solely on the opinion of Bond Counsel, that the Bonds, when duly issued, authenticated and delivered in accordance with the Bond Ordinance and the Trust Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Issuer payable by the Issuer solely from the funds, accounts and other sources pledged under the Trust Agreement. Neither the general credit nor the taxing power of the State or any political subdivision thereof is pledged for the payment of the Bonds. The Bonds and payments thereon are not and shall never constitute an indebtedness of the Issuer or the State within the meaning of any constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the Issuer, the State or any political subdivision thereof, or a charge against their general credit or taxing powers.

(g) The Issuer represents, based solely on the opinion of Bond Counsel, that the Bond Ordinance and this Bond Purchase Agreement, and the Trust Agreement, the Loan Agreement, the Escrow Agreement and the Tax Certificate, when each of them has been executed and delivered by the Issuer, will, assuming due authorization, execution and delivery by the Borrower and the Trustee, each constitute a valid and binding special, limited obligation of the Issuer; provided that the enforceability of such obligations may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and to general principles of equity.

(h) No litigation is pending or, to the knowledge of the Issuer, without inquiry or investigation, threatened (i) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the application of proceeds of the Bonds as provided in the Trust Agreement and Loan Agreement or the collection of revenues of the Issuer pledged under the Trust Agreement, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Trust Agreement, the Loan Agreement, the Escrow Agreement, the Bond Ordinance, the Tax Certificate or this Bond Purchase Agreement, or (iii) in any way contesting the existence or powers of the Issuer.

(i) The Issuer is not in default as to the principal of or interest on any obligation that it has issued (excepting those that it has issued as a conduit for an entity other than the Borrower; as to which no representation is made).

(j) The Bond Ordinance has been duly enacted by the County Council, has not been amended and remains in full force and effect.

(k) The payment for the Bonds (the "Closing") will take place at 10:00 A.M., Florence, South Carolina time, and in such place as the Underwriter, the Issuer and the Borrower shall agree upon, on August [], 2014, or at such other time or on such earlier or later date as the Underwriter, the Issuer and the Borrower mutually agree upon (the "Closing Date"). The Borrower, the Underwriter, and Bond Counsel will make arrangements to ensure that (i) the Bonds will be delivered as definitive fully registered bonds in denominations as provided in the Trust Agreement registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), and in such amounts as the Underwriter may request not less than one business day prior to the Closing; (ii) the Bonds shall be delivered to the Trustee through DTC's

FAST System or shall be deposited for safekeeping with DTC not less than one business day prior to the Closing, subject to release by the Trustee upon completion of the Closing; and (iii) the Bonds, while on deposit with DTC, will be made available to the Underwriter for checking not less than 24 hours prior to the Closing Date.

7. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date, and in reliance upon the representations and covenants of the Borrower pursuant to Exhibit A hereto, both as of the date hereof and as of the Closing Date. The Underwriter has the right to cancel its obligation to purchase the Bonds by delivering to the Issuer a written notice signed by the Underwriter setting forth in reasonable detail the reasons for their election to do so, if between the date hereof and the Closing Date any of the following events occur that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds, in either case at the prices or yields set forth in the Official Statement, or materially adversely affect the market for the Bonds or the market price generally of obligations of the general character of the Bonds:

(a) if, between the date hereof and the Closing, the market price or marketability at the initial offering prices set forth in the Official Statement of the Bonds has been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the Issuer from the Underwriter terminating the obligation of the Underwriter to accept delivery of and to pay for the Bonds and stating the reason therefor, which shall be a reason set forth in this paragraph (a), by reason of any of the following:

(b) (x) any legislation is (A) enacted by or introduced in Congress, (B) favorably reported for passage to either House of the Congress of the United States by any Committee of such House to which such legislation has been referred for consideration, (C) recommended to the Congress for passage by the President of the United States or the Treasury Department, or (D) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the Staff of such Committee or by the Staff of the Joint Committee on Taxation of the United States Congress, or by the occurrence of any other Congressional action, affecting the federal tax status of the Borrower, its property or income which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Bonds, or (y) any decision rendered by a court established under Article III of the Constitution of the United States or any Tax Court of the United States, or any final order, ruling, regulation or official statement issued or made by or on behalf of the Treasury Department of the United States or the IRS, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such revenues or other income of the general character expected to be received by the Issuer, or (z) any final order, ruling, regulation or official statement issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds are not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, or otherwise is or would be in violation of any applicable federal securities laws as amended and then in effect;

(c) laws, regulations, rulings or other actions shall have been proposed or made by a governmental agency or legislative body which has or will have the effect of making interest on the Bonds subject to inclusion in gross income under the laws of the State;

(d) any other action or event transpires which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith or contemplated by the Official Statement, including the tax-exempt status of the Borrower or any other member of the Obligated Group under Sections 501(a) and 501(c)(3) of the Code, and which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering price, by the Underwriter of the Bonds; or

(e) legislation is enacted or proposed or actively considered for enactment, or a decision by a court of the United States is rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter is made, to the effect that (i) the Bonds or any securities of the Issuer or any securities similar to the type contemplated herein (exclusive of industrial development bonds described in Section 3(a)(2) of the Securities Act of 1933, as amended and as then in effect (the "Securities Act")) are not exempt from the registration, qualification or other requirements of the Securities Act or the reporting requirements of the Securities Exchange Act of 1934, as amended and as then in effect, or (ii) the Trust Agreement, the Loan Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture or the 2014 Obligation or any similar instrument is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(f) any legislation shall be actively considered for enactment or enacted or passed by one house of the governing body of the State that shall question the validity of, or performance by the Issuer with respect to the Project under, the Bonds, the Bond Ordinance, the Bonds, the Trust Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the Loan Agreement, the Escrow Agreement, the 2014 Obligation, this Bond Purchase Agreement or which shall purport to invalidate or impede the issuance of the Bonds;

(g) except as disclosed in the Official Statement, any litigation shall be instituted, pending or threatened that shall question the validity of, or performance by the Issuer with respect to the Project under the Bonds, the Bond Ordinance, the Bonds, the Trust Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the Loan Agreement, the Escrow Agreement, the 2014 Obligation, this Bond Purchase Agreement or which shall purport to invalidate or impede the issuance of the Bonds;

(h) any outbreak of hostilities or other local, national or international calamity or crisis, or any escalation of existing hostilities or other local, national or international calamity or crisis, shall have occurred, which, in the reasonable judgment of the Underwriter, materially and adversely affects (i) the market price or marketability of the Bonds or (ii) the ability of the Underwriter to enforce contracts for sale of the Bonds;

(i) a general banking moratorium shall have been declared by federal, State authorities, or a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading substantially all listed securities thereon shall have been fixed and be in force, or maximum ranges for prices for such securities shall have been required to be in force on the New York Stock Exchange, whether by virtue of a determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction;

(j) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities

generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by or the charge to the net capital requirements of the Underwriter;

(k) any proceeding against the Issuer shall be pending or threatened by the SEC prior to the Closing Date;

(l) the adoption of any amendment to the federal Constitution or the Act, any order or decision by any federal, State court, or enactment by any federal, State legislative body materially adversely affecting (i) the Issuer or (ii) the validity or enforceability of the Bonds, Bond Ordinance, the Bonds, the Trust Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the Loan Agreement, the Escrow Agreement, the 2014 Obligation, this Bond Purchase Agreement or any instrument or agreement to which the Issuer is a party in connection herewith;

(m) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way protesting or affecting any authority for or the validity of the Bond Ordinance, the Bonds, the Trust Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the Loan Agreement, the Escrow Agreement, the 2014 Obligation or the existence or powers of the Issuer, the Borrower or any other member of the Obligated Group;

(n) any legislation, ordinance, rule or regulation introduced in, or enacted or promulgated by, any governmental body, department or agency of the United States or in the State, or a decision by any court of competent jurisdiction within the United States or within the State shall be rendered which, in the reasonable judgment of the Underwriter, materially and adversely affects (i) the market price or marketability of the Bonds or (ii) the ability of the Underwriter to enforce contracts for sale of the Bonds;

(o) there is any material adverse change in the affairs of the Issuer or the Obligated Group or the Borrower;

(p) there shall have occurred any downgrading or any notice shall have been given of any intended or potential downgrading in the underlying rating accorded any of the Bonds by a nationally recognized rating agency; or

(q) if an event occurs, or information becomes known, which, in the reasonable judgment of the Underwriter makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect of the Official Statement containing any untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

If the Issuer shall be unable for any reason to satisfy the conditions of the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall have any further obligations or liability hereunder.

8. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject to the following further conditions:

(a) at the time of Closing, (i) the Official Statement, the Trust Agreement, the Loan Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the 2014 Obligation, the Escrow Agreement, the Tax Certificate, the Bond Ordinance and the Letter of Representation, shall be in full force and effect and in such form as shall have been approved by the Underwriter, (ii) the County Council shall have duly adopted and there shall be in full force and effect the Bond Ordinance and additional resolutions as, in the opinion of Bond Counsel, are necessary in connection with the transactions contemplated hereby, and (iii) the Borrower shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of counsel to the Underwriter, are necessary in connection with the transaction contemplated hereby;

(b) at or prior to the Closing, the Underwriter shall receive the following:

(i) the approving opinion of Bond Counsel, dated the Closing Date in the form set forth in Appendix D to the Official Statement, and a supplemental opinion of Bond Counsel addressed to the Underwriter and the Issuer, dated the Closing Date, in the form set forth in Exhibit B to this Bond Purchase Agreement;

(ii) the opinion of counsel to the Borrower, addressed to the Underwriter and the Issuer, dated the Closing Date, in form set forth in Exhibit C to this Bond Purchase Agreement;

(iii) the opinion of counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in a form acceptable to the Underwriter;

(iv) the Issuer's certificate, dated the Closing Date, signed by its Chairman and in form satisfactory to the Underwriter, to the effect that:

(1) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date,

(2) no litigation, proceedings or investigations are pending or, to the signatory's knowledge, threatened (A) to restrain or enjoin the issuance or delivery of any of the Bonds, the use of the proceeds thereof as contemplated by the Trust Agreement, or the collection of revenues pledged under the Trust Agreement, (B) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bond Ordinance, the Bonds, the Trust Agreement, the Loan Agreement, this Bond Purchase Agreement or the Tax Certificate, (C) in any way contesting the existence or powers of the Issuer or the County Council or the title of any of the County Council members or other officers of the Issuer to their respective offices, or (D) wherein an unfavorable ruling would materially adversely affect the transactions contemplated in the Official Statement, the tax-exempt status of the interest on the Bonds or amounts to be received by the Issuer pursuant to the Loan Agreement or the 2014 Obligation,

(3) to the knowledge of the Issuer, no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the information set forth under the caption "THE ISSUER" of the Official Statement,

(4) the Bond Ordinance has been adopted and as of the Closing Date have not been amended or repealed.

(v) the Borrower's certificate, signed by an authorized officer of the Borrower, dated the Closing Date, to the effect that:

(1) the representations and warranties of the Borrower set forth in the Letter of Representation, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture and the Loan Agreement are true and correct in all material respects as of the date hereof,

(2) no event has occurred that would constitute a material default on the part of any member of the Obligated Group (including, but not limited to, any event that would permit acceleration) in any agreement relating to material debt of any member of the Obligated Group, or, to the best knowledge of the signatory, that would cause the signatory to believe that such member will default in any material way with respect to its obligations under any such agreement,

(3) no litigation, proceedings or investigations are pending against any member of the Obligated Group or to the best knowledge of the signatory otherwise pending or threatened (A) to restrain or enjoin the issuance or delivery of any of the Bonds, the use of the proceeds thereof as contemplated by the Trust Agreement, or the collection of revenues pledged under the Trust Agreement, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Trust Agreement, the Loan Agreement, the Escrow Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the 2014 Obligation, the Letter of Representation, the Tax Certificate or this Bond Purchase Agreement, (C) in any way contesting the corporate existence or tax-exempt status or powers of any member of the Obligated Group, (D) that in any manner questions the right of the members of the Obligated Group to enter into the transactions described in the Official Statement, or (E) for which the probable ultimate recoveries and the estimated costs and expenses of defense will not be entirely within the applicable insurance policy limits (subject to applicable deductibles) or reserves held under its self-insurance program or otherwise available, or if such recoveries, costs and expenses may be outside such limits or reserves held under its self-insurance program or otherwise available, will result in a materially adverse effect on the financial condition or results of operations of any member of the Obligated Group,

(4) to the best of the signatory's knowledge, no event affecting the Obligated Group or any member thereof has occurred since the date of the Official Statement that should be disclosed in the Official Statement in order to make the statements and information therein, in the light of the circumstances in which they were made, not misleading in any material respect,

(5) since September 30, 2013 (A) there has been no material and adverse change in the financial condition or results of operation of any member of the Obligated Group, and (B) no member of the Obligated Group has incurred any liabilities that are material to the Obligated Group, other than, in the

case of (A) and (B), in the ordinary course of business or as set forth in or contemplated by the Official Statement;

(vi) two copies of the Trust Agreement, the Loan Agreement, the Escrow Agreement, the Letter of Representation, the Series 2014 Supplemental Master Indenture, the 2014 Obligation and the Tax Certificate, each duly executed by the parties thereto;

(vii) two certified copies of the Bond Ordinance;

(viii) two copies of the Articles of Incorporation (or equivalent constitutive document) of each member of the Obligated Group, as then in effect, certified as of a recent date by the Secretary of State of the State of South Carolina; two copies of the Good Standing Certificate (or equivalent document) of each member of the Obligated Group, certified as of a recent date by the Secretary of State of the State of South Carolina; two copies of the Bylaws of each member of the Obligated Group, as then in effect, certified by the Secretary or Assistant Secretary of the Borrower and appropriate resolutions authorizing the execution and delivery of each document contemplated herein to which it is a party or by which its property is bound, including the Loan Agreement, the Escrow Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the 2014 Obligation, the Tax Certificate, the Official Statement and the Letter of Representation, and authorizing the approval of this Bond Purchase Agreement and all transactions contemplated by the Official Statement or this Bond Purchase Agreement (including the execution and delivery by the appropriate parties of the Trust Agreement), all certified by the Secretary or Assistant Secretary of the Borrower;

(ix) copies of the Internal Revenue Service determination letters regarding the status of each Member of the Obligated Group as an organization described in Section 501(c)(3) of the Code;

(x) specimen Bonds;

(xi) the certificates and opinions required by the Trust Agreement for the issuance thereunder of the Bonds;

(xii) defeasance opinion of Bond Counsel;

(xiii) any opinions of counsel required under the Trust Agreement dated as of April 1, 2004 relating to the Refunded Bonds (the "2004 Indenture") to be delivered in connection with the refunding of the Refunded Bonds;

(xiv) The verification report of Causey Demgen & Moore Inc. (the "Verification Agent"), dated as of the Closing Date, described under the heading "VERIFICATION OF MATHEMATICAL ACCURACY" in the Official Statement, which shall be sufficient, in the judgment of Bond Counsel, to evidence that the Refunded Bonds are, as of the Closing Date, no longer "Outstanding" within the meaning of the 2004 Indenture;

(xv) the certificates and opinions required by the Master Trust Indenture for the issuance thereunder of the 2014 Obligation;

(xvi) copies of the Issuer's published notices concerning the Bonds, including the "TEFRA" notices, and publishers' affidavits therefor;

(xvii) a copy of Federal IRS Form 8038 prepared with respect to the Bonds and executed by a representative of the Issuer;

(xviii) a certificate executed by the Borrower which establishes to the satisfaction of Bond Counsel that the average maturity of the Bonds does not exceed 120% of the weighted average reasonably expected economic life of the assets financed or refinanced with the proceeds of the Bonds;

(xix) the letter of representations from the Issuer and accepted by DTC;

(xx) evidence that Standard & Poor's Credit Market Services, a Division of The McGraw-Hill Companies, Inc. and Fitch Ratings have issued ratings of "____" with positive outlook and "____" with stable outlook, respectively, for the Bonds, and that such ratings are in effect at the Closing Date and are not then being reviewed;

(xxi) (a) evidence that financing statements have been filed for record with the Secretary of State of the State of South Carolina with respect to the security interests granted or assigned in the Master Trust Indenture and (b) evidence that termination statements have been filed for record with the Secretary of State of the State of South Carolina, with respect to the termination and release of security interests and liens granted or assigned with respect to the Refunded Bonds and the mortgage dated as of April 1, 2004 and granted to the Master Trustee with regard to certain real property and interests therein as security for the payment of the Obligations;

(xxii) [(a) from KPMG, auditor to the Borrower, an agreed-upon procedures letter in substance reasonably satisfactory to the Issuer, the Borrower and the Underwriter dated the date of this Bond Purchase Agreement, addressed to the Borrower and the Underwriter, with respect to certain "agreed upon procedures" undertaken by KPMG concerning the audited consolidated financial statements of the Borrower for the fiscal years ended September 30, 2013 and 2012, set forth in Appendix B to the Preliminary Official Statement and the Official Statement and (b) a letter, dated the date of this Bond Purchase Agreement, from KPMG, to the effect that such accountants reaffirm, as of the date of Closing, and as though made at the date of Closing, the statements made in their letter delivered pursuant to clause (a) above]; and

(xxiii) such additional legal opinions, certificates, proceedings, instruments and other documents as Underwriter's Counsel, Bond Counsel or counsel to the Borrower may reasonably request to evidence compliance by the Issuer and the Borrower with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations and warranties of the Borrower and the Issuer in this Bond Purchase Agreement, the Trust Agreement, the Tax Certificate, the Loan Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the 2014 Obligation and the Letter of Representation and the due performance or satisfaction by the Issuer and the Borrower at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Borrower, provided, however, that any additional opinions relating to performance or satisfaction of any agreement by the Issuer will be delivered by Bond Counsel.

If the Issuer is unable to satisfy the conditions to the Underwriter's obligations in this Bond Purchase Agreement or if the Underwriter's obligations are terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement will terminate and none of the Underwriter, the Issuer and the Borrower will have any further obligation hereunder except pursuant to the Letter of Representation.

9. (a) If the Bonds are sold and delivered, all expenses and costs of the Issuer incident to the performance of its obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the fees and expenses of the Issuer's counsel and advisors and the costs of printing or reproducing the Bonds, the Official Statement, the Loan Agreement, the Trust Agreement, the Tax Certificate, this Bond Purchase Agreement and the other underwriting documents, in reasonable quantities, fees of the Borrower's consultants and accountants, fees of rating agencies, CUSIP Service Bureau charges, fees and expenses of Bond Counsel, fees of the South Carolina Municipal Advisory Board and the reasonable fees and expenses of Underwriter's counsel, shall be paid from the net proceeds of the Bonds or by the Borrower. The Borrower shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter on behalf of the Issuer's employees in the course of implementing this Bond Purchase Agreement and issuing the Bonds, including, but not limited to, the costs of meals and local transportation of those employees, if any.

(b) The Underwriter shall pay (a) the cost of preparation and printing of any Blue Sky and legal investment memoranda to be used by them; (b) all advertising expenses in connection with the public offering of the Bonds; and (c) all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds.

If either the Issuer or the Borrower is unable to satisfy the conditions to the obligations of the Underwriter contained herein, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds are terminated for any reason hereunder, responsibility for fees, expenses and costs shall be determined in accordance with paragraph (cc) of the Letter of Representation attached hereto as Exhibit A and the Issuer shall have no obligation for any such fees, expenses or costs.

10. Any notice or other communication to be given under this Bond Purchase Agreement must be in writing and either hand-delivered, sent by facsimile (with appropriate form of confirmation received) or mailed by registered or certified mail, return receipt requested or by a nationally recognized express delivery service, postage prepaid, to:

ISSUER:

Florence County, South Carolina
c/o Florence County Council
180 N. Irby St., MSC-G
Florence, South Carolina 29501
Attention: Chairman

BORROWER:

McLeod Regional Medical Center
555 East Cheves Street
Florence, South Carolina 29501
Attention: President and CEO

UNDERWRITER:

J.P. Morgan Securities LLC
383 Madison Avenue, 8th Floor
Mail Code NY1-M105
New York NY 10179
Attention: Christopher J. McCann

11. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person, partnership, association or corporation, including, without limitation, any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof. All representations and agreements of the Issuer in this Bond Purchase Agreement shall survive the delivery and payment for the Bonds.

12. This Bond Purchase Agreement shall be deemed made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina and may be signed in counterparts.

13. Notwithstanding anything to the contrary contained herein, no failure of the Issuer to comply with any term, condition, representation, warranty, covenant or agreement herein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from such revenues or proceeds of the Bonds; and no execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer.

[Remainder of page intentionally left blank]

J.P. MORGAN SECURITIES LLC

By: _____
Its: _____

Accepted on the date first above written:

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Its: _____

Agreed to and Approved by:

MCLEOD HEALTH REGIONAL MEDICAL
CENTER OF THE PEE DEE, INC.

By: _____
Its: _____

SCHEDULE I

TERMS OF THE BONDS

The Bonds shall bear interest (based on a 360-day year consisting of twelve 30-day months) at the respective rates and shall mature on November 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate (%)</u>
-------------	-------------------------	--------------------------

Mandatory Sinking Fund Redemption:

<u>Bonds Maturing November 1, 20__</u>	
<u>Mandatory Sinking Fund Redemption Dates (November 1)</u>	<u>Mandatory Sinking Fund Redemption Payments</u>

Maturity

Bonds Maturing November 1, 20__ @__%	
Mandatory Sinking Fund Redemption Dates (November 1)	Mandatory Sinking Fund Redemption Payments

†Maturity

Bonds Maturing November 1, 20__ @__%	
Mandatory Sinking Fund Redemption Dates (November 1)	Mandatory Sinking Fund Redemption Payments

†Maturity

Bonds Maturing November 1, 20__	
Mandatory Sinking Fund Redemption Dates (November 1)	Mandatory Sinking Fund Redemption Payments

†Maturity

Bonds Maturing November 1, 20

Mandatory Sinking
Fund Redemption Dates
(November 1)

Mandatory Sinking Fund
Redemption Payments

Maturity

Optional Redemption Provisions:

As provided in the Trust Agreement

LETTER OF REPRESENTATION

_____, 2014

Florence County, South Carolina
c/o Florence County Council
180 N. Irby St., MSC-G
Florence, South Carolina 29501

J.P. Morgan Securities LLC
383 Madison Avenue, 8th Floor
Mail Code NY1-M105
New York NY 10179

Ladies and Gentlemen:

The Florence County, South Carolina (the "*Issuer*") and the undersigned, McLeod Regional Medical Center of the Pee Dee, Inc. (the "*Borrower*"), have entered into a Loan Agreement dated as of August 1, 2014 (the "*Loan Agreement*"). Pursuant to a Bond Purchase Agreement, dated _____, 2014 (the "*Bond Purchase Agreement*") with J.P. Morgan Securities LLC (the "*Underwriter*") which the Borrower has approved, the Issuer proposes to issue \$_____,000 Florence County, South Carolina Refunding Hospital Revenue Bonds (McLeod Regional Medical Center Project) Series 2014 (the "*Bonds*"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Purchase Agreement.

In order to induce you to enter into the Bond Purchase Agreement and to make the offering and sale of the Bonds therein contemplated, the Borrower hereby represents, warrants and agrees with you as follows, and the Underwriter, in consideration of the agreements of the Borrower set forth herein, agrees with the Borrower as to the matters set forth in paragraph (bb)(B) below:

(a) The Borrower is a member of the Obligated Group as of date hereof.

(b) The Borrower has delivered to the Underwriter copies of the Preliminary Official Statement dated _____, 2014 (the "*Preliminary Official Statement*"), relating to the Bonds. The Preliminary Official Statement has been provided for distribution, at the expense of the Borrower, in such quantity as has been requested by the Underwriter in order to permit each "participating underwriter" to comply with the provisions of Rule 15c2-12 and the applicable rules of the Municipal Securities Rulemaking Board with respect to distribution to each potential customer, upon request, and each customer of a copy of the Preliminary Official Statement.

(c) The Issuer has agreed to provide or cause the Borrower to provide to the Underwriter, pursuant to the Bond Purchase Agreement, executed copies of the Official Statement dated the date hereof, relating to the Bonds, in substantially the form of the Preliminary Official Statement, with only such changes therein as shall have been approved by the Issuer, the Borrower and the Underwriter (the delivery of the Official Statement to the Underwriter and the acceptance thereof by the Underwriter to constitute in all events such approval), executed on behalf of the Borrower by a duly authorized officer. The Official Statement shall be provided for distribution, at the expense of the Borrower, in such quantity as shall be requested by the Underwriter in order to permit each "participating underwriter" under Rule 15c2-12 to comply with the provisions of Rule 15c2-12 and the applicable rules of the Municipal Securities Rulemaking Board with respect to distribution to each potential customer, upon request, and to each customer of a copy of the final Official Statement. The Borrower ratifies the use of the Preliminary Official Statement and authorizes the Official Statement to be used in connection with the offering of the Bonds, and ratifies and approves the prior distribution thereof by the Underwriter prior to the availability of the final version thereof. The Underwriter agrees to make the Official Statement available through a nationally recognized securities repository.

(d) The Borrower ratifies the distribution and use of the Preliminary Official Statement. The Borrower has reviewed and hereby approves the statements and information relating to McLeod Health or its affiliates or their activities set forth in the Preliminary Official Statement, and to be set forth in the Official Statement. The statements and the information relating to McLeod Health or its affiliates or their activities set forth in the Preliminary Official Statement are true and correct in all material respects, and the Preliminary Official Statement does not and the Official Statement, as of its date and as of the Closing Date will not contain any untrue or misleading statement of a material fact relating to McLeod Health or its affiliates or their activities or omit to state any material fact relating to McLeod Health or its affiliates or their activities necessary to make the statements relating to McLeod Health or its affiliates or their activities therein in the light of the circumstances under which they were made, not misleading.

(e) After Closing, the Borrower will not approve, adopt or distribute any amendment of or supplement to the Official Statement, except with the prior written consent of the Issuer and the Underwriter. If, during the period from the date hereof through and including the date 25 days following the "end of the underwriting period" (as such term is described in Rule 15c2-12 and the Bond Purchase Agreement), the Borrower becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement or omit to state a material fact required to be stated therein or necessary to make the statements contain therein, in the light of the circumstances under which they were made, not misleading, the Borrower shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Borrower shall prepare and deliver to the Underwriter at the expense of the Borrower as many copies of an amendment or supplement to the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request. Any information supplied for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) The Borrower is a duly organized and validly existing nonprofit corporation, created and existing under the laws of the State of South Carolina with full legal right, power and authority (i) to enter into this Letter of Representation, the Loan Agreement, the Escrow Agreement, the Tax Certificate, the 2014 Obligation and the Series 2014 Supplemental Master

Indenture (collectively, the "Borrower Documents"), (ii) to issue the 2014 Obligation, and (iii) to carry out and consummate all transactions contemplated by this Letter of Representation and the other Borrower Documents.

(g) The execution and delivery of this Letter of Representation does not, and the execution and delivery of the other Borrower Documents, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute a breach of or default under the Articles of Incorporation or the bylaws of any member of the Obligated Group or any agreement or instrument to which any member of the Obligated Group is a party or any existing law, administrative regulation, court order or consent decree to which the Borrower or any other member of the Obligated Group or any of its property is subject.

(h) All approvals, consents and orders of any governmental authority, board, agency, Board, commission or other body in or of any State and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the other Borrower Documents or by any other member under the Borrower Documents (except for Blue Sky laws, as to which no representation is made), have been obtained or, if not, will be obtained at the time of or prior to the Closing.

(i) This Letter of Representation is, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution and delivery by the other parties thereto, each constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(j) No litigation, proceedings or investigations are pending against the Borrower or to the best knowledge of the signatory otherwise pending or threatened (i) to restrain or enjoin the issuance or delivery of any of the Bonds, the use of the proceeds thereof as contemplated by the Trust Agreement, or the collection of revenues pledged under the Trust Agreement, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Trust Agreement or the Borrower Documents, (iii) in any way contesting the corporate existence or tax-exempt status or powers of any member of the Obligated Group, (iv) that in any manner questions the right of the members of the Borrower to enter into the transactions described in the Official Statement, or (v) for which the probable ultimate recoveries and the estimated costs and expenses of defense will not be entirely within the applicable insurance policy limits (subject to applicable deductibles) or reserves held under its self-insurance program or otherwise available, or if such recoveries, costs and expenses may be outside such limits or reserves held under its self-insurance program or otherwise available, will result in a materially adverse effect on the financial condition or results of operations of any member of the Obligated Group.

(k) Each Member of the Obligated Group is an organization described in Section 501(c)(3) of the Code, is not a private foundation as described in Section 509(a) of the Code, and is exempt from federal income taxes under Section 501(a) of the Code (a "Tax-Exempt Organization"). Neither the Borrower nor any other Member of the Obligated Group will carry on any trade or business at the Facilities which is an unrelated trade or business determined by applying Section 513(c) of the Code to such an extent as to jeopardize the status of such Member as a Tax-Exempt Organization; and, in any case, none of the proceeds of the Bonds will be used to finance or refinance property which will be used in such an unrelated trade or business.

(l) No member of the Obligated Group has “unrelated business taxable income” as defined in Section 512 of the Code of such a magnitude which could have a material adverse effect on its status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, would have a material adverse effect on the condition, financial or otherwise, of the Obligated Group.

(m) The Borrower is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, and no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of section 3(a)(4) of the Securities Act of 1933, as amended, and of section 12(g)(2)(D) of the Securities Exchange Act of 1934, as amended.

(n) Reserved.

(o) No member of the Obligated Group is in breach of or in default under any existing law, court or administrative regulation, decree or order, or any agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case in any manner or to any extent which could have a material adverse effect on the financial condition or results of operations of such member, the operation by such member of its properties, the transactions contemplated by this Letter of Representation and the Official Statement or the status of the Borrower or any other Member as a Tax-Exempt Organization or have an adverse effect on the validity or enforceability in accordance with their respective terms of the Bonds, the Trust Agreement or the Borrower Documents or in any way adversely affect the corporate existence or powers of the Borrower or any other member.

(p) Each member of the Obligated Group has or will have all necessary licenses, approvals and permits presently required under federal, state and local law to operate its facilities.

(q) The Preliminary Official Statement is “deemed final” by the Borrower within the meaning of Rule 15c2-12.

(r) Since September 30, 2013, the date of the latest available audited financial statements of the System to be included in the Official Statement, (i) there has been no material and adverse change in the financial condition or results of operations of any member of the Obligated Group, and (ii) no Member has incurred any liabilities that are material to such member, other than in the case of (i) or (ii), in the ordinary course of business or as set forth in or contemplated by the Official Statement.

(s) The audited financial statements of the System for the years ended September 30, 2013 and 2012 contained in Appendix B to the Official Statement present fairly the financial position of the System and the Obligated Group as of the dates indicated and the results of its operations, changes in net assets and cash flows for the periods specified, and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects to the periods involved, except as stated in the notes thereto. The unaudited financial statements for the seven-month periods ending as of April 30, 2014 and 2013 included in Appendix A present fairly the financial position of the System and the Obligated Group as of the dates indicated and the results of its operations for the periods specified, and such financial statements have been prepared in conformity with generally

accepted accounting principles consistently applied in all material respects to the periods involved.

(t) Each member of the Obligated Group is qualified under applicable statutes, regulations and administrative practices for payments to health-care providers under Medicare and Medicaid and for contractual payments made by other third party providers. No member of the Obligated Group is engaged in termination proceedings as to its participation in any material third party reimbursement or payment arrangements and no member of the Obligated Group has received notice that its current participation in any material third party reimbursement or payment arrangements is subject to any termination or suspension as a result of alleged violations or any non-compliance with participation requirements.

(u) The Obligated Group has in effect, or has provided for, as of the Closing Date, all insurance coverage required by the Master Trust Indenture, with deductible amounts not in excess of those permitted by the Master Trust Indenture.

(v) Each member of the Obligated Group has good title to or a leasehold interest in its material real Property and good title to its other Property, subject in all cases to only Permitted Liens (as such terms are defined in the Master Trust Indenture).

(w) The signatory has no knowledge of any defect in the title to the Property (as such term is defined in the Master Trust Indenture) of the Obligated Group, except for defects in title to such Property that do not and will not materially adversely affect the value of, or materially interfere with or materially impair the operation of, such Property currently affected thereby for the purposes for which it was acquired or is held (or, if any such Property is not being operated, the operations for which it was designed or last modified). The signatory has no knowledge of any liens, encumbrances, covenants, conditions or restrictions affecting the Property of the Obligated Group, other than Permitted Liens. All liens, encumbrances, covenants, conditions and restrictions, if any, on the Property do not and will not materially adversely affect the value of, or materially interfere with or materially impair the operation of, the Property currently affected thereby for the purpose for which it was acquired or is held (or, if such Property is not being operated, the operation for which it was designed or last modified).

(x) The Obligated Group has not received notice of an alleged violation and, to the best of the Borrower's knowledge, no member of the Obligated Group is in violation of any zoning, land use, environmental or other similar law or regulation applicable to any of its property which could materially adversely affect the operations or financial condition of such member.

(y) At the date hereof, no default or event of default of the Borrower or other member of the Obligated Group has occurred and is continuing and no event caused by the Borrower or other member of the Obligated Group has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an event of default under the Trust Agreement, the Master Trust Indenture, the Series 2014 Supplemental Master Indenture, the Loan Agreement, the Bond Purchase Agreement, the 2014 Obligation, this Letter of Representation or any other material agreement or material instrument to which the Borrower or any other member of the Obligated Group is a party or by which any member of the Obligated Group is or may be bound or to which any of their Property or other assets is or may be subject, including all such agreements or instruments to which the Issuer is a party.

(z) In addition to the foregoing, the Borrower hereby makes to the Underwriter and the Issuer the same representations and warranties as are set forth by it in each Borrower Document, which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated herein by reference for the benefit of the Underwriter and the Issuer with the same effect as if each and every such representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to any Borrower Document shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the prior written consent of the Underwriter and the Issuer.

(aa) The Borrower will use commercially reasonable efforts to assure that each of the conditions to the obligations of the Underwriter under the Bond Purchase Agreement set forth in Section 9 thereof (other than Section 9(b)(iii) thereof) are satisfied at or prior to the Closing.

(bb) *Indemnification.*

(A) (i) The Borrower agrees to indemnify and hold harmless the Issuer and its officials, employees, agents, advisors and counsel (collectively, the "Issuer Parties") and the Underwriter and each person, if any, who controls the Issuer or the Underwriter within the meaning of the Securities Act of 1933, as amended (the "Indemnified Parties"), from and against any and all judgments, losses, claims, damages and liabilities, joint and several (including reasonable fees and expenses of counsel) to which any such Indemnified Party may become subject under the Securities Act, the Exchange Act or other federal or state statutory law or regulations, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact relating to McLeod Health or its affiliates or their activities set forth in the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact relating to McLeod Health or its affiliates or their activities required to be stated therein or which is necessary to make the statements relating to McLeod Health or its affiliates or their activities made therein, in light of the circumstances in which they were made, not misleading in any material respect, and to the extent of the aggregate amount paid in settlement of any litigation or other action commenced or threatened arising from a claim based upon any such untrue statement or alleged untrue statement, omission or alleged omission or obligation or determination if such settlement is effected with the written consent of the Borrower; and will reimburse, as incurred any legal or other expenses reasonably incurred by any such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action.

(ii) Promptly after receipt by an Indemnified Party under this Section of notice of the commencement of any action, such Indemnified Party will, if a claim in respect thereof is to be made against the Borrower under this Section, give notice to the Borrower of the commencement thereof; but the omission so to notify the Borrower will not relieve the Borrower from any liability that it may have to any Indemnified Party otherwise than under this Section unless the omission to give timely notice would materially impair the ability of the Borrower to conduct an adequate defense. The Borrower will assume the defense of any action against any Indemnified Party based upon allegations of any such loss, claim, damage, liability or action, including the retaining of counsel and the payment of counsel fees and all other expenses relating to

such defense; provided, however, that such counsel shall be satisfactory to the Indemnified Party and the Indemnified Party may retain separate counsel in any such action and may participate in the defense thereof which retention and participation shall be at the expense of such Indemnified Party unless such retaining of separate counsel has been specifically authorized in writing by the Borrower; provided, further that the Indemnified Party may retain separate counsel at the expense of the Borrower if the Indemnified Party shall be advised in an opinion of counsel that there may be legal defenses available to the Indemnified Party which are adverse to or in conflict with those available to the Borrower. After notice from the Borrower to an Indemnified Party of its assumption of the defense thereof, the Borrower will not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation and of retaining separate counsel specifically authorized by the Borrower. This indemnity agreement will be in addition to any liability which the Borrower may otherwise have.

(iii) In order to provide for just and equitable contribution in circumstances in which the indemnification provided to the Indemnified Parties in the preceding paragraph is due in accordance with its terms but is for any reason held by a court to be unavailable from the Borrower on grounds of policy or otherwise, the Borrower and the Underwriter shall contribute to the total losses, claims, damages and liabilities (including legal or other expenses of investigation or defense reasonably incurred) to which they may be subject. Notwithstanding the previous sentence, in no case shall the Underwriter be responsible for any amount in excess of the underwriting fees applicable to the Bonds offered by the Underwriter. However, in no case will any person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person who controls the Indemnified Parties within the meaning of Section 15 of the Securities Act of 1933, as amended, will have the same rights to contribution as the Indemnified Parties, and each person who controls the Borrower within the meaning of the Securities Act and each officer and each director of a Member of the Borrower will have the same rights to contribution as such Member, subject to the foregoing sentence. Any party entitled to contribution will, promptly after receiving notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made under this paragraph, notify each party from whom contribution may be sought, but the omission to notify such party shall not relieve any party from whom contribution may be sought from any other obligation it may have otherwise than under this paragraph unless the omission to give timely notice would materially impair the ability of the Indemnified Party to conduct an adequate defense.

(B) (i) The Underwriter agrees to indemnify and hold harmless the Borrower from and against any and all judgments, losses, claims, damages and liabilities (including reasonable fees and expenses of counsel reasonably incurred) to which the Borrower may become subject under federal laws or regulations or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact set forth in the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading in any material respect, and to

the extent of the aggregate amount paid in settlement of any litigation or other action commenced or threatened arising from a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission if such settlement is effected with the written consent of the Underwriter; and will reimburse any legal or other expenses reasonably incurred by the Borrower in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that such indemnity shall extend only to statements in or omissions from the Official Statement under the heading "UNDERWRITING" or such other portions of the Official Statement where the information contained in such statements appears.

(ii) Promptly after receipt by the Borrower under this Section of notice of the commencement of any action, the Borrower will, if a claim in respect thereof is to be made against the Underwriter under this Section, give notice to the Underwriter of the commencement thereof; but the omission so to notify the Underwriter will not relieve the Underwriter of any liability under this Section unless the omission to give timely notice would materially impair the ability of the Underwriter to conduct an adequate defense. The Underwriter will assume the defense of any action against the Borrower based upon allegations of any such loss, claim, damage, liability or action, including the retaining of counsel satisfactory to the Borrower and the payment of counsel fees and all other expenses relating to such defense; provided, however, that the Borrower may retain separate counsel in any such action and may participate in the defense thereof which retention and participation shall be at the expense of the Borrower unless such retaining of separate counsel has been specifically authorized in writing by the Underwriter; provided, further that the Borrower may retain separate counsel at the expense of the Underwriter if the Borrower shall be advised in an opinion of counsel that there may be legal defenses available to the Borrower which are adverse or in conflict with those available to the Underwriter. After notice from the Underwriter to the Borrower of its assumption of the defense thereof, the Underwriter will not be liable to the Borrower under this Section for any legal or other expenses subsequently incurred by the Borrower in connection with the defense thereof other than reasonable costs of investigation and of retaining separate counsel specifically authorized by the Underwriter. This indemnity agreement will be in addition to any liability which the Underwriter may otherwise have.

(C) The Borrower acknowledges that in connection with the offering of the Bonds and the discussions and negotiations relating to the terms of the Bonds set forth in the Bond Purchase Agreement: (i) the Underwriter has acted at arms' length, is not an agent of or advisor to, and owes no fiduciary duties to, the Borrower or any other member of the Borrower or person, (ii) the Underwriter's duties and obligations to the Borrower or any other member of the Borrower shall be limited to those contractual duties and obligations set forth in the Bond Purchase Agreement and (iii) the Underwriter may have interests that differ from those of the Borrower or the other members of the Borrower. The Borrower waives to the full extent permitted by applicable law any claims it or they may have against the Underwriter arising from an alleged breach of fiduciary duty in connection with the offering of the Bonds.

(cc) If the Bonds are sold and delivered, the Borrower agrees to comply with Section 9(a) of the Bond Purchase Agreement, which provides for the payment of fees, expenses and costs identified therein from the proceeds of the Bonds or by the Borrower.

(i) If either the Issuer or the Borrower is unable to satisfy the conditions to the obligations of the Underwriter contained in the Bond Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds are terminated for any reason permitted thereunder (except as set forth in (ii) below), the Borrower shall pay those expenses and costs referred to in Section 9(a) of the Bond Purchase Agreement and all other fees, expenses and costs incurred by the Issuer and all fees, expenses and costs reasonably incurred by the Underwriter, including the reasonable fees and expenses of its counsel, in connection with the transactions contemplated by the Bond Purchase Agreement.

(ii) If the obligations of the Underwriter to purchase and accept delivery of the Bonds are terminated due to the occurrence of an event described in Section 7 of the Bond Purchase Agreement that does not arise from an act or omission by the Borrower, the Borrower shall pay those fees, expenses and costs referred to in subparagraph (i) of this paragraph (cc), other than the fees of the Underwriter and its counsel.

(dd) [During the last five years the Borrower has not failed to comply in all material respects with any prior continuing disclosure undertaking pursuant to the Rule. **CONFIRM**]

The representations, warranties, agreements and indemnities contained herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of you of any matters described in or related to the transactions contemplated hereby and by the Bond Purchase Agreement or the Borrower Documents.

This Letter of Representation shall be binding upon and inure solely to the benefit of you, and, to the extent set forth herein, persons controlling you, and your personal representatives, successors and assigns, and no other persons or firm shall acquire or have any right by virtue of this Letter of Representation.

If the foregoing is in accordance with your understanding of the agreement between us, kindly sign and return to the Borrower the enclosed duplicate of this letter of agreement whereupon this will constitute a binding agreement between us in accordance with the terms hereof.

Very truly yours,

MCLEOD HEALTH REGIONAL MEDICAL
CENTER OF THE PEE DEE, INC.

By: _____
Its: _____

Accepted and agreed as of
the date first above written

J.P. MORGAN SECURITIES LLC

By: _____
Its: _____

FLORENCE COUNTY, SOUTH
CAROLINA

By: _____
Its: _____

DRAFT

**FORM OF SUPPLEMENTAL
OPINION OF BOND COUNSEL**

_____, 2014

Florence County, South Carolina
c/o Florence County Council
Florence, South Carolina

U.S. Bank National Association
Columbia, South Carolina

J.P. Morgan Securities LLC
New York, New York

Re: \$_____,000 Florence County, South Carolina, Refunding Hospital Revenue Bonds (McLeod
Regional Medical Center Project) Series 2014

Gentlemen:

We have, as bond counsel, rendered a separate opinion of even date herewith (the "Bond Opinion") in connection with the issuance of the above-referenced bonds (the "Bonds") by Florence County, South Carolina, a body corporate and politic and a political subdivision of the State of South Carolina (the "Issuer"). This opinion is rendered to supplement the Bond Opinion. Capitalized terms not otherwise defined herein or in the Bond Opinion shall have the meanings assigned in that certain Bond Purchase Agreement dated _____, 2014 (the "Bond Purchase Agreement"), between the Issuer and J.P. Morgan Securities LLC, or in the Official Statement for the Bonds dated _____, 2014.

We have examined such certificates, proceedings, proofs and documents as we have deemed necessary in connection with the opinions hereinafter set forth. Based on the foregoing and upon such investigation as we have deemed necessary, we are of the opinion that:

1. The Trust Agreement, the Escrow Agreement, the Loan Agreement and the Bond Purchase Agreement have been authorized, executed and delivered by the Issuer and constitute binding and enforceable agreements of the Issuer in accordance with their terms, except to the extent that the enforceability of such agreements may be limited by (a) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights and (b) general principles of equity, including the exercise of judicial discretion in appropriate cases.
2. The Official Statement has been approved by the Issuer.

3. The information in the Official Statement under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE 2014 BONDS," "THE 2014 BONDS," "TAX EXEMPTION," and "APPENDIX C—Definitions of Certain Terms and Summaries of the Master Trust Indenture and Supplements, the Trust Agreement and the Loan Agreement" is an accurate summarization of the details and provisions affecting the Bonds set forth therein, and the Trust Agreement, the Loan Agreement, Obligation No. 14, the Master Trust Indenture and the Bonds conform in form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement and such summarizations do not omit any statement that, in our opinion, should be included or referred to therein.

4. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement and the Master Trust Indenture is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.

Very truly yours,

DRAFT

FORM OF OPINION TO BORROWER

[Counsel to the Borrower will deliver an opinion containing at least the following opinion points. Counsel's form of opinion will be appended as this Exhibit C.]

1. Each member of the Obligated Group is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina, with full legal right, power and authority to (a) conduct its businesses substantially as presently conducted, (b) to execute, deliver, and perform its obligations, if any, under the Loan Agreement, the Letter of Representation, the Tax Certificate, the 2014 Obligation, the Series 2014 Supplemental Master Indenture and the other certificates and agreements executed by Borrower (collectively, the "Borrower Documents") in connection with the issuance of the Bonds and the loan of the proceeds thereof, (c) to issue the 2014 Obligation and (d) to carry out and consummate all transactions contemplated by the Borrower Documents.

2. Each member of the Obligated Group is exempt from federal income tax under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code, other than taxation of unrelated business income subject to taxation under Section 511 of the Code, and is not a "private foundation" as defined in Section 509(a) of the Code.

3. The Official Statement and the Borrower Documents have been duly authorized, executed, and delivered by the Borrower, and the Borrower Documents are legal, valid, and binding obligations of the Borrower and the other members of the Obligated Group, as applicable, enforceable against the Borrower and the other members of the Obligated Group, as applicable, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and except as the enforceability of the indemnifications set forth in the Letters of Representation may be limited by principles of public policy.

4. The undertaking of the Project and the execution and delivery of the Borrower Documents by the Borrower and the approval by the Borrower of the Bond Purchase Agreement, the Trust Agreement, the Bonds and the Official Statement, and compliance by the Borrower with the provisions thereof, do not and will not conflict with or constitute a breach of or a default under the provisions of the articles of incorporation, by-laws or resolutions of the Borrower and will not in any material respect constitute on the part of the Borrower a breach or default under any indenture, deed of trust, document, mortgage, lease, sublease, agreement or other instrument to which the Borrower is a party or by which it or its properties are bound, and, to best of our knowledge after diligent inquiry, do not materially conflict with, violate, or result in a breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Borrower is subject.

5. To our knowledge after diligent inquiry, neither the Borrower nor its affiliates is in material breach of or in default under (a) any existing law, ordinance, court or administrative regulation, decree or order, or (b) any agreement, indenture, deed of trust, document, mortgage, lease, sublease, or other instrument to which it is a party or by which it or any of its properties are bound, which breach or default would affect adversely the undertaking of the Project, the validity or enforceability

against the Borrower or the other members of the Obligated Group of any of the Borrower Documents, or would affect materially and adversely the ability of any member of the Obligated Group to perform its obligations thereunder or to carry out and consummate the transactions contemplated by the Bond Purchase Agreement and the Official Statement. To our knowledge after diligent inquiry, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a breach or default of the nature described in the preceding sentence.

6. Except as is disclosed in the Official Statement, to our knowledge after diligent inquiry, there is no, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending, threatened against, or affecting the Borrower or its affiliates (a) contesting the corporate existence, tax-exempt status or powers of any member of the Obligated Group or the titles of their respective directors and officers to their respective offices, (b) contesting the validity of, the power of the Borrower to execute and deliver, or affecting the enforceability of the Borrower Documents or any of the other instruments pertaining to the transactions described in the Bond Purchase Agreement and the Official Statement to which the Borrower is a party, or contesting or affecting the power of the Borrower and the Obligated Group, as applicable, to consummate the transactions contemplated in such documents or to undertake the Project, (c) contesting in any way the completeness or accuracy of the Official Statement, or (d) wherein an unfavorable decision, ruling, or finding would materially adversely affect the operations, properties or consolidated financial position of the Borrower or its affiliates.

7. The Borrower has received and there remains in full force and effect all governmental consents, permits, licenses and approvals, including certificates of need, that would constitute a condition precedent to, or the lack of which would materially adversely affect, the performance by any member of the Obligated Group of its obligations under the Borrower Documents and to undertake the Project, except for those governmental consents, permits, licenses and approvals (e.g., an occupancy permit), which are not required to be obtained as of the date hereof. However, we know of no matter presently existing that would prohibit any material governmental consents, permits, licenses and approvals which have not yet been obtained from being obtained in a timely manner as required.

8. Nothing has come to our attention which would lead us to believe that the information in the Official Statement (excluding the materials under the captions "THE ISSUER," "THE 2014 BONDS - Book-Entry Only System," "THE BOND TRUSTEE," "UNDERWRITING," "TAX EXEMPTION," "LITIGATION (as it pertains to the Issuer)," Appendix D and financial and statistical data included in the Official Statement, as to which no opinion is expressed) contains an untrue statement of a material fact or omits to state a material fact that is required to be stated therein or is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

FORM OF LETTER FROM AUDITOR

[Form Agreed Upon Procedures Letter]

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Introduction - Ordinance No. 30-2013/14

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

(An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmonsville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety.)

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 30-2013/14.
2. Provide An Alternate Directive.

ATTACHMENTS:

Ordinance No. 30-2013/14.

Sponsor(s) : Administration
 First Reading/Introduction : June 19, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing :
 Second Reading :
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 30-2013/14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Amending Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-4 In Order To Transfer Water/Sewer System Service Area Previously Granted To The Town Of Timmons ville To The City Of Florence, And To Grant The City Of Florence Additional Water And Sewer Service Area; And Repeal Florence County Code, Chapter 28, Public Utilities, Article 1, Section 28-6 In Its Entirety).

WHEREAS:

1. The County of Florence previously granted a water/sewer system service area franchise exemption to the Town of Timmons ville; and
2. Subsequently, the City of Florence purchased the Town of Timmons ville water/sewer system in January 2014; and
3. The County desires to transfer the previously granted water/sewer system franchise area to the City of Florence; and
4. Grant an additional franchise to the City of Florence for areas that have not been previously granted to any public water and sewer service provider.

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

1. Chapter 28 of the Florence County Code is hereby amended by adding sections to be numbered beginning with Section 28-4 (d) to grant water/sewer service area franchise described as follows, and denoted on attached map in green as C:
 - d. All water/sewer system service areas within the municipal boundaries of the Town of Timmons ville.
 - e. Other areas beginning at a point north of the Town of Timmons ville which is the intersection of Lake Swamp and the Florence/Darlington County line and extending southwest along the Florence/Darlington County line to the intersection of the Florence/Darlington County line and Lynches River; continuing south and east along Lynches River to the intersections of Lynches River and the centerline of Interstate Route 95 (I-95); continuing north and east along I-95 to a point 1,000

- feet west of State Secondary Road 403; continuing south for 1,000 feet along a line 1,000 feet west of State Road 403 to a point 1,000 feet south of I-95; continuing northeast for 2,000 feet along a line 1,000 feet south of I-95 to a point 1,000 feet east of State Road 403; continuing north for 1,000 feet along a line 1,000 feet east of State Road 403 to I-95; and continuing north and east along I-95 to the intersection of I-95 and Lake Swamp; and continuing north and northwest along the main run of Lake Swamp to the point of origin.
- f. Other areas beginning at a point 2,500 feet from and north of US Highway 76 at the center line of Lake Swamp, and continuing east, northeast on a line 2,500 feet from U.S. Highway 76 to the western boundary of the City of Florence Service Area at a point 1,000 feet from S.R. 545; and continuing south along the boundary of the city service area, at a distance of 1,000 feet west of S.R. 545 to 1,000 feet south of U.S. Highway 76; and south in a straight line to the center line of I-95 and a point 2,500 feet and south of U.S. Highway 76; and west, southwest on a line 2,500 feet from U.S. Highway 76 to the eastern boundary of the Timmons ville water/sewer service area at the center line of Lake Swamp; and then north along the center line of Lake Swamp and the eastern boundary of the Timmons ville Water/Sewer Service Area to the point of origin.
- g. The entire area identified as Tax Map Parcel 00021-04-006.
2. In addition, the City of Florence shall be granted a water and sewer service area franchise, as denoted on the attached map in red as A and B, in areas which have not been previously granted to the City of Florence, Town of Timmons ville, or any other public water and sewer service provider and are described as follows:
- a. Beginning at a point on the Florence-Darlington County line approximately 432 feet west-northwest of the intersection of Sally Hill Road and Old South Drive; thence southwest approximately 11,678 feet along the Florence-Darlington County line to a point; thence southeast approximately 8,515 feet along the eastern boundary of the designated Timmons ville water/sewer system service area (running with the center of Lake Swamp) to a point 2,500 feet north of US Highway 76; thence east-northeast approximately 3,420 feet to a point on the western boundary of the City of Florence service area located 1,000 feet south of Mt. Carmel Road; thence westward with the western boundary of the City of Florence water/sewer service area to a point 1,000 feet northwest of Darlington Street; thence northeast along a line located 1,000 feet northwest of Darlington Street to a point on Holly Bush Road; thence northeast approximately 1,914 feet to the point of beginning.
- b. Beginning at a point at the intersection of I-95 and Lynches River; thence southeast (downstream) along Lynches River to a point 1,000 feet east of Cale Yarborough Highway (SC 403); thence north 6,477 feet along a line located 1,000 feet east of Cale Yarborough Highway to a point; thence north-northwest approximately 2,180 feet along a line located 1,000 feet south of Creek Road to a point; thence continuing north-northwest approximately 9,780 feet along a line located 1,000 feet west of Cale Yarborough Highway to the intersection with I-95; thence southwest approximately 14,230 feet along I-95 to the point of beginning.
3. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

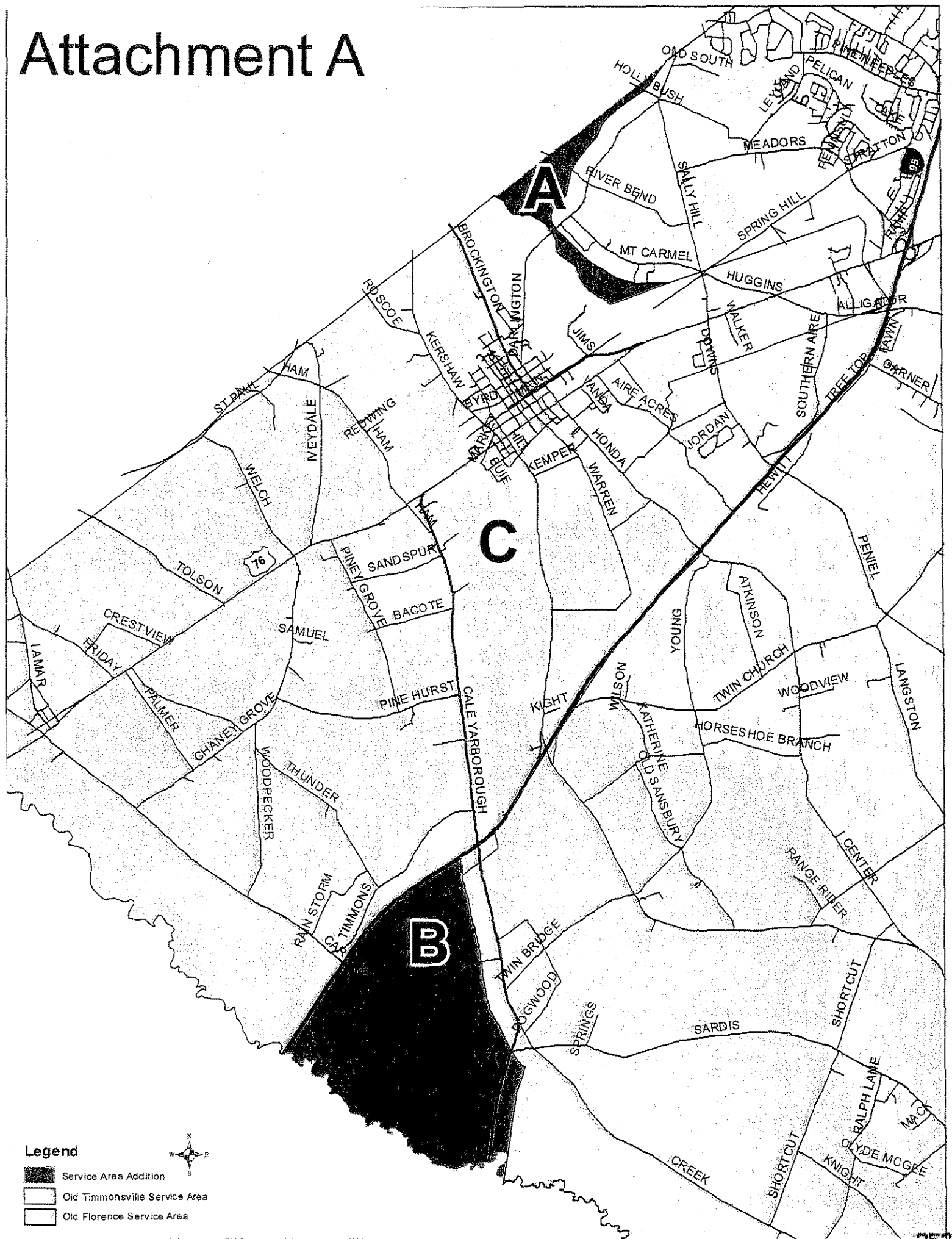
COUNCIL VOTE:

OPPOSED:

ABSENT:

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

Attachment A



FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Boards & Commissions
 Commission on Alcohol and Drug Abuse

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Recommendation For The Re-Appointments Of Don Coker – Council District 5, Richard Sale – Council District 6, And Marshall Rainey – At-Large Accounting, To Serve On The Florence County Commission On Alcohol & Drug Abuse, With Appropriate Expiration Terms.

ATTACHMENTS:

1. Current list of Board members.

COMMISSION ON ALCOHOL AND DRUG ABUSE

Authority: Ordinance #04-81/82, #07-81/982, #23-84/85,
Ordinance #30-87/88, #07-96/97

Appointed by: County Council

Membership
Roster

Nine (9) members for an initial, staggered period, term of one to four (4) years. Succeeding terms of four years, appointees holding office until successor is appointed and qualified. Three at-large, voting members, nominated by the Commission: 1) Pharmacy Expert, 2) Accounting Expert, 3) Business Law Expert. Succeeding terms of four years after initial terms as follows: 1) Pharmacy: Expires 6-89; 2) Accounting: Expires 6-90; 3) Business Law: Expires 6-91.

<u>SEAT</u>	<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	7	Elizabeth Thomas Post Office Box 1416 Florence, SC 29503	6/2018 665-0389 669-3691
2	1	Bishop Oscar Hardman P.O. Box 1624 Lake City, SC 29560	6/2017 389-9727
3	3	Audrey Davis 138 Wilson Road Florence, SC 29506	6/2015
4	4	Ben McInville 3509 Twin Church Road Timmonsville, SC 29161	6/2015
5	5	Don Coker 312 Morris Street Lake City, SC 29560	6/2014 394-2519 - O
6	2	Charles Munn 860 Poppie Lane Pamplico, SC 29583	6/2017 687-8598
7	6	Richard Sale 620 Lansdowne Drive Florence, SC 29501	6/2014 665-8889 - H

<u>SEAT</u>	<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
8	8	W. Joe McMillan, Jr. McMillan Tiller and Associates Coldwell Banker 667-1100 491 W. Cheves Street Florence, SC 29501	6/2016
9	9	David P. Milligan 3710 W. Pineneedles Rd. Florence, SC 29501	6/2015

AT LARGE, VOTING MEMBERS

1 Pharmacy:	Dr. Dawn Floyd CVS Pharmacy Lake City P O Box 372 Olanta, SC 29114	6/2017
2 Accounting:	Marshall T. Rainey 610 South Gaillard St. Florence, SC 29506	6/2014
3 Business Law:	James R. "Randy" McDonald 319 Scotland Road Lake City, SC 29560	6/2015

Randy Cole: 665-9349 -O
(Rose Santiago-Toca)
Post Office Box 6196
Florence, SC 29502-6196

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Boards & Commissions
 Policy Commission on Recreation

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Re-Appointment Of William L. Breeden, Jr. To Serve On The Policy Commission On Recreation Representing Council District 6, With Appropriate Expiration Term.

ATTACHMENTS:

1. Current list of Board members.

POLICY COMMISSION ON RECREATION

AUTHORITY **ORDINANCES #04-81/82, #07-81/82, #16-01/02, #28-06/07**

APPOINTED BY: **COUNTY COUNCIL**

Ten (10) members; nine (9) appointed by County Council, one (1) at-large recommended by the nine Commission members with County Council approval; staggered terms initially then for a term of four years, appointees holding office until successor is appointed and qualified.

<u>COUNCIL DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Eric Sebnick 1673 Olanta Hwy. Scranton, SC 29591	843 389-1761 (H) 6/2015
2	Robert E. Sullivan, Jr. 902 Quail Drive Pamplico, SC 29583	843 493-2182 (H) 843 493-2502 (W) 6/2010
3	Kenny Lovette 328 Magna Carta Road Florence, SC 29501	843 669-8312 (H) 6/2009
4	Levy Sadler 5948 Clearbrook Drive Effingham, SC 29541	6/2011
5	Darryl Jackson 3680 Breckridge Circle Florence, SC 29505	843 669-8221 (W) 843 673-9465 (H) 6/2014
6	William L. Breeden, Jr. 4721 Justine Drive Florence, SC 29506	843 662-9962 6/2013
7	Rev. Anthony Howard 1476 East Old Marion Hwy. Florence, SC 29506	843 667-8235 (H) 6/2014
8	Joseph Huggins 510 Welch Road Timmonsville, SC 29161	843 346-3696 6/2014
9	G. Geer Ward, Jr. 928 Swan Point Florence, SC 29501	843 667-4830 (H) 843 678-0918 (P) 6/2017

At-Large

Paige W. Skinner
1801 Bishop Drive
Florence, SC 29505

843 667-8584

6/2011

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Boards & Commissions
 Senior Center Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Re-Appointment Of Andrew Wilson To Serve On The Senior Center Commission Representing Council District 2, With Appropriate Expiration Term.

ATTACHMENTS:

1. Current list of Board members.

SENIOR CENTER COMMISSION

AUTHORITY: ORDINANCE #10-2003/04 (Effective 10-21-03) and
ORDINANCE No. 03-2011/12 (Effective 10/20/11)
APPOINTED BY: COUNTY COUNCIL

Nine (9) voting members nominated from each of the nine (9) Council districts. Terms are for four (4) years, except those initially appointed with staggered terms. Members shall be eligible to serve for two (2) consecutive terms.

<u>DIST.</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Reverend Jerry L. Gadsen 315 W. Thomas Street Lake City, South Carolina 29560	6/2015
2	Andrew Wilson 6897 Francis Marion Road Pamplico, SC 29583	319-1095 6/2014
3	Vacant	6/2017
4	Bettie Huggins 776 East Smith Street Timmonsville, SC 29161	6/2015
5	Jean P. McPherson 2404 Arthur Road Florence, SC 29505 Jeanpm26@aol.com	662-1843 6/2014
6	Mary Baker 2306 Lake View Drive Florence, SC 29505	843 669-4756 6/2017
7	LeVance McIver 1522 N. Alpine Trail Florence, SC 29506	843-618-0733 6/2015

- | | | |
|---|--|------------------------|
| 8 | Earl Dawkins
446 Thomas Road
Florence, SC 29501 | 6/2014 |
| 9 | Ruth Sandifer
1103 Old Marion Hwy.
Florence, SC 29506
<u>Lruthsandifer@sc.rr.com</u> | 843-662-1282
6/2013 |

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council
 Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly Financial Reports Are Provided To Council For Fiscal Year 2014 Through March 31, 2014 As An Item For The Record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY14
07/01/13 TO 03/31/14**

	YEAR-TO-DATE			
	BUDGETED	ACTUAL	REMAINING	PCT
	REVENUE	REVENUE	BALANCE	
REVENUES				
Taxes	36,920,690	34,774,237	2,146,453	5.81%
Licenses & Permits	1,525,350	821,379	703,971	46.15%
Fines & Fees	3,229,000	1,680,591	1,548,409	47.95%
Intergovernmental	5,792,783	3,314,301	2,478,482	42.79%
Sales and Other Functional	5,638,050	3,709,724	1,928,326	34.20%
Miscellaneous	558,250	192,924	365,326	65.44%
Operating Transfers	(1,369,343)	(230,000)	(1,139,343)	83.20%
Use of Fund Balance	-	-	-	
TOTAL	52,294,780	44,263,156	8,031,624	15.36%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY14
07/01/13 TO 03/31/14**

		YEAR-TO-DATE		REMAINING BALANCE	PCT
		BUDGETED EXPENDITURE	ACTUAL EXPENDITURE		
EXPENDITURES					
10-411-401	County Council	359,672	249,230	110,442	30.71%
10-411-402	Administrator	632,029	364,230	267,799	42.37%
10-411-403	Clerk of Court	1,848,147	1,321,381	526,767	28.50%
10-411-404	Solicitor	1,072,306	744,698	327,608	30.55%
10-411-405	Judge of Probate	513,719	364,229	149,490	29.10%
10-411-406	Public Defender	754,589	516,537	238,052	31.55%
10-411-407	Magistrates	2,308,941	1,650,184	658,757	28.53%
10-411-409	Legal Services	79,650	221,464	(141,814)	-178.05%
10-411-410	Voter Registration & Elections	577,687	361,499	216,188	37.42%
10-411-411	Finance	767,141	572,318	194,823	25.40%
10-411-412	Human Resources	350,005	256,351	93,654	26.76%
10-411-413	Procurement & Vehicle Maintenance	613,264	630,092	(16,828)	-2.74%
10-411-414	Administrative Services	403,330	285,617	117,713	29.19%
10-411-415	Treasurer	1,237,228	857,505	379,723	30.69%
10-411-416	Auditor	477,730	329,235	148,495	31.08%
10-411-417	Tax Assessor	1,322,574	916,530	406,044	30.70%
10-411-418	Planning and Building	2,101,167	1,220,355	880,812	41.92%
10-411-419	Complex	1,647,001	1,070,078	576,923	35.03%
10-411-420	Facilities Management	746,654	538,603	208,051	27.86%
10-411-427	Information Technology	1,568,155	1,684,913	(116,758)	-7.45%
10-411-446	Veteran's Affairs	150,489	108,156	42,333	28.13%
10-411-480	Senior Citizen Centers	326,591	164,622	161,969	49.59%
10-411-485	General Direct Assistance	217,996	172,899	45,097	20.69%
10-411-488	Contingency	212,396	21,669	190,727	89.80%
10-411-489	Employee Non-Departmental	399,502	521,531	(122,029)	-30.55%
10-421-421	Sheriff's Office	15,589,977	11,036,343	4,553,634	29.21%
10-421-422	Emergency Management	2,509,458	1,744,930	764,528	30.47%
10-421-428	County Fire	112,756	84,240	28,516	25.29%
10-421-481	Rural Fire Departments	15,140	2,266	12,874	85.03%
10-451-423	EMS	5,849,554	3,701,169	2,148,385	36.73%
10-451-424	Rescue Squads	632,498	436,626	195,872	30.97%
10-451-425	Coroner	282,034	204,781	77,253	27.39%
10-451-441	Health Department	80,934	41,447	39,487	48.79%
10-451-442	Environmental Services	740,310	565,635	174,675	23.59%
10-451-485	Health Direct Assistance	14,502	3,626	10,877	75.00%
10-461-485	Welfare - MIAP & DSS	460,075	395,112	64,963	14.12%
10-471-451	Recreation	1,809,442	1,222,368	587,074	32.45%
10-471-455	County Library	3,605,622	2,513,535	1,092,087	30.29%
10-481-485	Literacy Council	4,515	2,258	2,258	50.00%
TOTAL		52,394,780	37,098,260	15,296,520	29.19%

Percent of Fiscal Year Remaining = 25.00%

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 07/01/13 TO 03/31/14

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,954,622	1,916,319	2,038,303	51.54%	3,954,622	3,796,288	158,334	4.00%
112 Economic Development Partnership Fund	439,749	233,386	206,363	46.93%	439,749	53,853	385,896	87.75%
123 Local Accommodations Tax Fund	2,474,087	1,194,941	1,279,146	51.70%	2,474,087	1,454,572	1,019,515	41.21%
124 Local Hospitality Tax Fund	1,190,511	836,302	354,209	29.75%	1,190,511	908,520	281,991	23.69%
131 District Utility Allocation Fund	1,007,516	200,860	806,656	80.06%	1,007,516	1,007,516	-	0.00%
132 District Infrastructure Allocation Fund	994,427	359,975	634,452	63.80%	994,427	909,427	85,000	8.55%
151 Law Library Fund	88,586	39,936	48,650	54.92%	88,586	26,898	61,688	69.64%
153 Road System Maintenance Fee Fund	3,791,395	2,464,401	1,326,994	35.00%	3,791,395	2,122,349	1,669,046	44.02%
154 Victim/Witness Assistance Fund	206,327	132,431	73,896	35.82%	206,327	146,482	59,845	29.00%
421 Landfill Fund	4,132,092	2,799,844	1,332,248	32.24%	4,132,092	2,977,949	1,154,143	27.93%
431 E911 System Fund	1,208,939	264,912	944,027	78.09%	1,208,939	460,148	748,791	61.94%
TOTALS:	19,488,251	10,443,308	9,044,943	46.41%	19,488,251	13,864,003	5,624,248	28.86%

Percent of Fiscal Year Remaining: 25.00%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned
 (See separate attachment for additional details.)

\$ 142,842,374

**Florence County Council
District Allocation Balances
Beginning Balances as of 3/31/2014**

Council District #	Type of Allocation	Beginning Budget FY13	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	109,499.00	55,883.00	53,616.00
	Paving	106,179.00	-	106,179.00
	Utility	291,623.00	139,873.00	151,750.00
	In-Kind	19,800.00	-	19,800.00
2	Infrastructure	58,030.00	41,693.00	16,337.00
	Paving	189,068.00	8,750.00	180,318.00
	Utility	38,001.00	6,500.00	31,501.00
	In-Kind	19,800.00	399.00	19,401.00
3	Infrastructure	90,955.00	69,912.00	21,043.00
	Paving	250,159.00	115,424.00	134,735.00
	Utility	96,956.00	9,130.00	87,826.00
	In-Kind	19,800.00	-	19,800.00
4	Infrastructure	260,502.00	73,475.00	187,027.00
	Paving	212,434.00	-	212,434.00
	Utility	67,773.00	26,843.00	40,930.00
	In-Kind	19,800.00	5,183.00	14,617.00
5	Infrastructure	54,273.00	30,983.00	23,290.00
	Paving	198,019.00	300.00	197,719.00
	Utility	126,452.00	39,073.00	87,379.00
	In-Kind	19,800.00	1,860.00	17,940.00
6	Infrastructure	284,050.00	20,973.00	263,077.00
	Paving	256,950.00	145,853.00	111,097.00
	Utility	335,839.00	26,000.00	309,839.00
	In-Kind	19,800.00	2,179.00	17,621.00
7	Infrastructure	122,310.00	105,389.00	16,921.00
	Paving	237,631.00	96,420.00	141,211.00
	Utility	237,263.00	66,370.00	170,893.00
	In-Kind	19,800.00	1,216.00	18,584.00
8	Infrastructure	108,517.00	62,364.00	46,153.00
	Paving	68,574.00	49,750.00	18,824.00
	Utility	70,538.00		70,538.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	84,880.00	13,743.00	71,137.00
	Paving	103,997.00	67,285.00	36,712.00
	Utility	147,651.00	30,000.00	117,651.00
	In-Kind	19,800.00	9,487.00	10,313.00

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 March 31, 2014

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,997.80	\$ 14,229,979.96	\$ 16,165,274.85	\$ 1,511,493.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 5,361,976.94	\$ 4,168,355.44	\$ 391,416.59	\$ 9,921,748.97	\$ 128,829,871.03	7.15%
US 76 Widening	\$ 31,641,621.00	\$ 2,307,140.04	\$ 2,610,997.22	\$ 300,041.55	\$ 5,218,178.81	\$ 26,423,442.19	16.49%
TV Road Widening	\$ 34,519,290.00	\$ 2,246,412.52	\$ 2,633,678.40	\$ 63,954.50	\$ 4,944,045.42	\$ 29,575,244.58	14.32%
SC 51 Widening	\$ 151,533,817.00	\$ 3,002,322.36	\$ 1,840,687.65	\$ 15,424.24	\$ 4,858,434.25	\$ 146,675,382.75	3.21%
US 301 Bypass Extension	\$ 73,464,146.00	\$ 240,403.07	\$ 127.58	\$ -	\$ 240,530.65	\$ 73,223,615.35	0.33%
	\$ 447,587,262.00	\$ 13,868,552.02	\$ 12,478,844.09	\$ 15,000,816.84	\$ 41,348,212.95	\$ 406,239,049.05	9.24%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 133,035,675.54		
Sales Tax Interest Earnings	\$ -				\$ 9,806,697.97	\$ 14,964,324.46	96.52%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 250,000,000.00	\$ -	100.00%
	\$ 398,000,000.00				\$ 392,842,373.51	\$ 14,964,324.46	98.70%

NOTE 1: Revenue Received/Earned to Date is as of March 31, 2014, 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

June 19, 2014

AGENDA ITEM: Report to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approve the Execution Of A Lease Agreement Between Florence County and Access Community Rehabilitative Health Services For Property Owned By Florence County And Located At 124 Epps Street, Lake City, South Carolina, Designated as Tax Map Parcel Number 80008-12-008.

POINTS TO CONSIDER:

1. Access Community Rehabilitative Health Services has requested to lease the vacant building located at 124 Epps Street to provide behavioral health services.
2. Access Community Rehabilitative Health Services will be responsible for renovations to the property, all costs of operating and maintaining the building, including repairs, utilities, and insurance.
3. The lease will be for an initial term of one (1) year at a monthly rate of Six Hundred Twelve Dollars (\$612) and provide renewal options.

OPTIONS:

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

ATTACHMENTS:

Proposed Lease Agreement.

LEASE AGREEMENT

WITNESSETH:

- 1

services operation and any improvements thereon shall be maintained and kept in good condition for the duration of the Lease. Lessee shall be responsible for all utilities, repairs and maintenance of the building.

8. REMOVAL OF FURNITURE AND EQUIPMENT. All furniture and equipment placed on the premises by the Lessee are recognized to be the sole property of the Lessee. All trade, furniture, fixtures and equipment on the leased premises belonging to the Lessor shall remain the Lessor's property. During the term of the Lease and at the end of the Lease term, the Lessee may remove only furniture and equipment belonging to it.

9. DEFAULT. As used in this Lease, the term, "event of default" shall mean any one of the following:

- (a) The failure of the Lessee after receipt or demand from the Lessor to fulfill any duty or obligation imposed on the Lessee by this Lease;
- (b) The failure of Lessee to pay rent due in a timely manner.
- (c) Any use of the property deemed inappropriate by the Florence County Council.

Upon the happening of any "event of default," the Lessor may, at its option, terminate this Lease and expel the Lessee, and the Lessee may, at his option, terminate and cancel this Lease; provided, however, that before the exercise of such option for failure to perform any condition imposed herein upon the Lessee or Lessor, the Lessor or Lessee shall give written notice of such event of default to the Lessee, which thereafter shall have Thirty (30) days within which to remedy or correct such default. Lessor and Lessee shall retain all remedies available to Lessor by law and through this Lease in any event of default.

10. TAXES AND INSURANCE. Lessor will, during the term of this lease, keep the building on the leased premises insured by a responsible and reputable insurance company, as Lessor deems fit to protect Lessor's interest therein or his personal liability thereabout, against loss or damage by fire and extended coverage. Lessee shall be solely responsible for maintaining proper and adequate insurance upon the contents of said building and upon all its property located within the said building. The County has included the peril coverage costs in the lease amount. In the event of damage or destruction that requires a claim on the insurance policy, the Lessee will be responsible for paying the deductible.

11. LIABILITY. Throughout the term and any renewal, unless otherwise set forth, Lessee shall at its own expense provide, keep and force a public liability insurance policy against any and all liability arising by reason of any damages, injury or death to persons, in, upon or about the premises resulting from Lessee's use and occupancy thereof and an amount provided in the Lessee's liability insurance policy with the South Carolina Insurance Reserve Fund, a division of the South Carolina Budget and Control Board which at the execution of this Lease is for a combined single limit of Three Hundred Thousand and 00/100 (\$300,000.00) Dollars and an aggregate limit of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars for bodily injury.

12. NOTICE AND REPORTS: Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below, provided however that either party may designate a different address from time to time by giving prior notice in writing of the change.

As to Lessor: Florence County Administrator
180 North Irby Street, MSC-G
Florence, SC 29501

As to Lessee: Access Community Rehabilitative Health Services
Jembralyn Jones
217 Holly Street
Lake City, South Carolina 29560
843-598-0169

13. MAINTENANCE. Lessee will maintain building and grounds at their own expense after the lease is signed. Lessor will carry the building insurance so if damaged or destroyed, insurance proceeds would be paid to the County. During the term of this lease the Lessee shall maintain the interior in as good as or better condition than it is at the time of the execution of this lease, reasonable wear and tear excepted. The Lessee shall at its own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State and City government and any and all of their departments and bureaus, and will use no part of said premises in any manner so as to create a nuisance or for any unlawful purpose.

14. EMINENT DOMAIN-CONDEMNATION, ETC. In the event of any taking of the premises by condemnation, the amount of any award for the land or building shall be the property of the Lessor. The amount of the award for any part of the signage that the Lessee has erected shall be used to replace the sign and in the event there is any excess it shall be the property of the Lessor. Lessee shall have the option of continuing the Lease, but the Lessor shall not be obligated to replace any part of the building if it would not be economically practical to do so.

15. EFFECT OF TERMINATION OF LEASE. No termination of this lease prior to the normal ending thereof by lapse of time or otherwise shall affect the Lessors right to collect rent for the period prior to termination thereof.

16. NO ESTATE IN LAND. This contract shall create the relationship of landlord and tenant between the Lessor and Lessee; no estate shall pass out of the Lessor; the Lessee has only a usufruct, not subject to levy and sale.

17. AGREEMENTS. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herewith shall be of any force or effect.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law.

ATTESTATION:

IN WITNESS WHEREOF, the parties to these presents have caused these presents to be executed in duplicate and in their respective names and their respective seals to be hereunto affixed the day and year above written.

IN THE PRESENCE OF:

LESSOR

(As to Lessor)

K. G. Rusty Smith, Jr.
County Administrator for Florence County

IN THE PRESENCE OF:

LESSEE:

(As to Lessee)

Jembralyn Jones

[illegible]

PERSONALLY appeared before me _____ and
made oath that (s)he saw the within named K. G. RUSTY SMITH, JR. sign, seal and as his act and
deed, deliver the within written lease for the uses and purposes therein mentioned; and that
deponent with _____ witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2013.

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

[illegible]

PERSONALLY appeared before me _____ and made
oath that (s)he saw the within named Jembralyn Jones, by its _____ sign, seal and
as its act and deed, deliver the within written lease for the uses and purposes therein mentioned; and
that deponent with _____ witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2013.

_____(L.S.)
Notary Public for
My Commission Expires:

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports

DEPARTMENT: FY2014/2015 State Accommodations Tax Allocations Recommended
Finance

ISSUE UNDER CONSIDERATION: Approval of FY2014/2015 State Accommodations Tax allocations to be distributed to the various recipients.

POINTS TO CONSIDER:

1. The Florence County Accommodations Tax Advisory Committee met on May 6, 2014 and received applications for the FY2014/2015 State Accommodations Tax funds.
2. The Committee deliberated allocation of the available funding.
3. Attached is their recommendation to County Council regarding the allocation of the funds.

FUNDING FACTORS:

1. \$225,000 = Total one-time costs for FY2014/2015
2. \$225,000 is funded from State Accommodations Tax funds budgeted in Fund 121. (See p. 121 in FY14/15 budget book)

OPTIONS:

1. *(Recommended)* Approve the expenditure of \$225,000 in State accommodations tax funding allocations as recommended by the Accommodations Tax Advisory Committee for FY2014/2015.
2. Refer all or some of the allocation recommendations to an Accommodations Tax Reconciliation Committee

ATTACHMENT:

1. Minutes of the meeting of the Accommodations Tax Advisory Committee.
2. Spreadsheet listing the recommendation of the Accommodations Tax Advisory Committee.

Minutes of Florence County Accommodations Tax Advisory Committee

May 6, 2014

Hilton Garden Inn

Attending: Gregg Parsons, Kanti Patel, Johnny Fryar, Robert Hawkins, Shelby Kirby, Holly Beaumier,
Kevin Yokim (through presentations)

The presentations were made, and the attached recommendations were compiled. Kanti Patel made a motion to forward the recommendations to County Council. This motion was seconded by Shelby Kirby, and the motion carried.

The meeting was adjourned.

Respectfully submitted by:

Holly Beaumier, secretary

5/6/14

Reviewed by:

A handwritten signature in cursive script, appearing to read "Gregg Parsons", with a long horizontal flourish extending to the right.

Gregg Parsons, chairperson

Organization / Event/Project Name	FY14-15 request	FY14-15 recommendation
Florence County Recreation	\$ 9,100.00	\$ 2,200.00
Florence Regional Arts Alliance	\$ 35,000.00	\$ 6,600.00
The Frontage Road Association	\$ 18,000.00	\$ 4,400.00
Freedom Florence / Tennis Complex (City of Florence)	\$ 45,000.00	\$ 22,000.00
Francis Marion University - Arts International Festival	\$ 20,000.00	\$ 1,100.00
Florence Tennis Association	\$ 7,000.00	\$ 3,300.00
Florence City-County Civic Center	\$ 85,000.00	\$ 40,700.00
Masterworks Choir	\$ 2,000.00	\$ 550.00
The Florence CVB	\$ 140,000.00	\$ 111,630.00
Pee Dee Tourism - Darlington Car Hauler Parade	\$ 10,000.00	\$ 7,700.00
Florence Symphony Orchestra	\$ 2,000.00	\$ 550.00
Florence Downtown Development Corp. / Pecan Festival	\$ 10,000.00	\$ 1,650.00
Lake City Community Theatre	\$ 2,000.00	\$ 2,000.00
Jamestown Foundation	\$ 25,000.00	\$ 500.00
Florence Area Sports Council	\$ 10,000.00	\$ 3,850.00
Timmons ville Country Christmas Festival	\$ 3,500.00	\$ -
Pee Dee Tourism Commission - Welcome Center	\$ 20,000.00	\$ 10,000.00
SC Senior Sports Classic	\$ 5,000.00	\$ 825.00
City of Johnsonville	\$ 1,000.00	\$ 550.00
Daffodil Festival	\$ 3,000.00	\$ 1,795.00
Lake City Chamber of Commerce	\$ 2,250.00	\$ 1,100.00
Eastern SC Heritage Region	\$ 20,000.00	\$ 2,000.00
	\$ 474,850.00	\$ 225,000.00

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Parks and Recreation Department
Procurement Department

ISSUE UNDER CONSIDERATION: Request For Council To Award Bid No. 24-13/14 Greenwood Park Baseball Field Lighting To The Low Bidder KMB Electric Co. Of Sumter, SC In The Amount Of \$138,200.00 To Be Funded From Council District Infrastructure Fund previously approved by Council. (3 *Compliant Bids Received*).

POINTS TO CONSIDER:

- 1) Bid No. 24-13/14 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Thursday, April 24, 2014 and in the Morning News on Tuesday, April 29, 2014. The bid opening was held on Thursday, May 15, 2014.
- 2) Three (3) bids were received; Three (3) bids were compliant.
- 3) Bid award recommendation from Ronnie Pridgen, Interim Parks and Recreation Department Director.
- 4) The bid expires August 15, 2014.

FUNDING FACTORS:

\$138,200.00 = Total Funds From Council District Infrastructure Funds.

OPTIONS:

- 1) Award Bid No. 24-13/14 (*Recommended*).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Bid Award Recommendation from Ronnie Pridgen.

FLORENCE COUNTY, SC			BID OPENING DATE: 5/15/2014		
Project: GREENWOOD PARK BASEBALL FIELD LIGHTS			TIME: 3:00 p.m.		
TABULATION FOR BID NO. 24-13/14					
Company Name of Bidder	System Price-Bid A	Luminaire Energy Cost Bid B	Bid Total w/Alternate	Local 2% Deduction*	Bid Total w/Local Deduction**
KMB Electric Co 405 Lakewood Drive, Sumter, SC	\$138,200.00	\$58,494.00	\$196,694.00	N/A	\$196,694.00
MW Electrical Construction, 312 West 4th Avenue, Red Springs, NC	\$178,000.00	\$58,494.00	\$236,494.00	N/A	\$236,494.00
*Gregory Electric, Inc. 1911 West Sumter Street, Florence, SC	\$199,862.00	\$58,494.00	\$258,356.00	\$5,167.12	\$253,188.88

Notes:

*2% Local Preference-Florence County Code, Section 11-62

**Bid includes sales tax

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined

Memorandum

To: Patrick Fletcher, Procurement Director
From: Ronnie Pridgen, Parks and Recreation Director
Date: 6/6/2014
Re: Award of Bid #24-13/14

I have reviewed the bids for the lights at Greenwood Park Baseball Field and recommend award to KMB Electrical of Sumter, SC. KMB Electrical has completed similar projects for Florence County in the past and qualified to perform this work. Your assistance in processing this information for Council on behalf of our Department is greatly appreciated.

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of (9) vehicles, (2) dump trucks, (1) trailer, and (1) pickup as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

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

FUNDING FACTORS:

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

OPTIONS:

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

ATTACHMENTS:

List of vehicles and equipment.

<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	<u>VIN #'S</u>
V0938	FORD	CROWN VIC	2005	136,274	2FAFP71W45X167445
VS130	FORD	CROWN VIC	2008	153,193	2FAFP71V18X118960
VS131	FORD	CROWN VIC	2008	119,281	2FAFP71V38X118961
VS140	FORD	CROWN VIC	2008	143,886	2FAFP71V48X127264
VS142	FORD	CROWN VIC	2008	135,632	2FAFP71VX8X127267
VS150	DODGE	CHARGER	2008	105,248	2B3KA43H58H200640
VS152	FORD	CROWN VIC	2008	152,636	2FAFP71V08X127262
VS158	FORD	F-150 PK	2008	134,778	1FTRF12W98KD60073
VS238	DODGE	CHARGER	2009	123,107	2B3KA43T99H639751
VS281	DODGE	CHARGER	2010	103,419	2B3AA4CT5AH161537
V0949	STERLING	LT7500 DUMP	2006	226,081	2FZHATDCX6AV89046
V0950	STERLING	LT7500 DUMP	2006	232,382	2FZHATDC16AV89047
V8059	HUDSON	TRAILER 10 TON	2001	0	10HHTD1D911000437

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council
Request for Proposal (RFP) Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION: Request The Approval To Award RFP No. 27-13/14, Program Management Services For The Capital Projects Sales Tax Program II To Davis & Floyd Of Florence, SC And Authorize The County Administrator To Negotiate A Contract Pending County Attorney Review And Approval.

POINTS TO CONSIDER:

- 1) RFP No. 27-13/14 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter on Monday, May 5, 2014 and in the Morning News on Sunday, May 4, 2014.
- 2) Three (3) proposals were received.
- 3) A selection committee panel evaluated the proposals and Davis & Floyd of Florence, SC was selected as the most qualified responder.
- 4) Council approval includes authorization for the County Administrator to execute all associated documents to proceed, pending County Attorney review and approval.
- 5) If the County Administrator is unable to negotiate a contract that is advantageous to the County, he will terminate negotiations with Davis & Floyd and continue to the next most qualified responder for negotiations.

FUNDING FACTORS:

Program Management Costs will be funded by the Capital Project Sales Tax II proceeds.

OPTIONS:

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

ATTACHMENTS:

Evaluation results of firms by the RFP selection panel.

FLORENCE COUNTY, SC
REQUEST FOR PROPOSAL NO. 27-13/14
PROGRAM MANAGEMENT SERVICES-CAPITAL PROJECTS SALES TAX PROGRAM II

Evaluation Totals

Company Name: Davis & Floyd, Inc.

				Percentage Score
<u>285</u>	Program Understanding. Proposer's suggested division of work and outline of how the Program Manager will interface with other consultants and County staff.	x	15%	42.8
<u>265</u>	Program Approach. Proposer's best approach to completing the program in a timely, effective, and efficient manner.	x	20%	53.00
<u>275</u>	Firm Experience. Proposer's previous experience with other County Sales Tax Programs, with South Carolina Department of Transportation, and other Local Governments.	x	20%	55.00
<u>280</u>	Staff Experience. Experience of individual staff members identified to be assigned to this project	x	20%	56.00
<u>270</u>	Mobilization-Proposer's ability to mobilize quickly with adequate staffing to undertake the project	x	15%	40.50
<u>295</u>	Location of Program Manager and Subconsultants.	x	10%	29.50
<u>1,670</u>	Total Percentage Score			247.3

FLORENCE COUNTY, SC
REQUEST FOR PROPOSAL NO. 27-13/14
PROGRAM MANAGEMENT SERVICES-CAPITAL PROJECTS SALES TAX PROGRAM II

Evaluation Totals

Company Name: Dennis Corporation

				Percentage Score
<u>270</u>	Program Understanding. Proposer's suggested division of work and outline of how the Program Manager will interface with other consultants and County staff.	x	15%	40.5
<u>265</u>	Program Approach. Proposer's best approach to completing the program in a timely, effective, and efficient manner.	x	20%	53.00
<u>265</u>	Firm Experience. Proposer's previous experience with other County Sales Tax Programs, with South Carolina Department of Transportation, and other Local Governments.	x	20%	53.00
<u>230</u>	Staff Experience. Experience of individual staff members identified to be assigned to this project	x	20%	46.00
<u>255</u>	Mobilization-Proposer's ability to mobilize quickly with adequate staffing to undertake the project	x	15%	38.25
<u>250</u>	Location of Program Manager and Subconsultants.	x	10%	25.00
<u>1,285</u>	Total Percentage Score			230.8

FLORENCE COUNTY, SC
REQUEST FOR PROPOSAL NO. 27-13/14
PROGRAM MANAGEMENT SERVICES-CAPITAL PROJECTS SALES TAX PROGRAM II

Evaluation Totals

Company Name: Infrastructure Consulting & Engineering

**Percentage
Score**

<u>275</u>	Program Understanding. Proposer's suggested division of work and outline of how the Program Manager will interface with other consultants and County staff.	x	15%	41.3
<u>250</u>	Program Approach. Proposer's best approach to completing the program in a timely, effective, and efficient manner.	x	20%	50.00
<u>245</u>	Firm Experience. Proposer's previous experience with other County Sales Tax Programs, with South Carolina Department of Transportation, and other Local Governments.	x	20%	49.00
<u>245</u>	Staff Experience. Experience of individual staff members identified to be assigned to this project	x	20%	49.00
<u>250</u>	Mobilization-Proposer's ability to mobilize quickly with adequate staffing to undertake the project	x	15%	37.50
<u>245</u>	Location of Program Manager and Subconsultants.	x	10%	24.50
<u>1,265</u>	Total Percentage Score			226.8

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the review panel for RFP #30-13/14 for Landscape Architectural Services and Master Plan for the County Complex Building.

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request The Appointment Of A Council Member To Serve On The Review Panel For RFP #32-13/14 Professional Forestry Services For Various County Land Sites.

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Sardis-Timmonsville Fire Department
Procurement Department

ISSUE UNDER CONSIDERATION: Authorize Purchase Of One (1) Fire Pumper And The Necessary Equipment From The Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program For The Sardis-Timmonsville Fire Department In An Amount Not To Exceed \$300,903.00 As Funded In The Capital Project Sales Tax II.

POINTS TO CONSIDER:

- 1) The Texas Inter-local Cooperation Act permits any registered county and local governments, states, state agencies, and certain non-profit corporations to purchase off of the HGAC contracts made available thru HGACBuy. Florence County is registered with HGACBuy.
- 2) HGAC publicly offered and established a contract based on Bid No. # FS12-13 for fire/rescue vehicles and other fleet equipment. The HGAC contract is FS12-13.
- 3) County Ordinance Sec. 11-114 authorizes the County Administrator to enter into an agreement with any public procurement unit for the cooperative use of supplies and services.
- 4) Letter of Recommendation from Samuel Brockington to purchase the fire pumper from the HGAC contract.

FUNDING FACTORS:

\$300,903.00 = Total Funds for the Sardis-Timmonsville Fire Department approved in the Capital Project Sales Tax II ballot referendum.

OPTIONS:

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

ATTACHMENTS:

- 1) HGAC Legal Authority Statement.
- 2) HGAC Contract FS 12-13.
- 3) Letter of Recommendation from Sam Brockington dated June 9, 2014.

Using the Program

Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy. Click on Authorizing Statutes on the HGACBuy web site to see what cooperative purchasing statutes exist in each state to allow for participation in HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to

contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

FS12-13

Date
Prepared:

4/28/2014

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

Buying Agency:	Sardis Timmons Fire Dist	Contractor:	Kovatch Mobile Equipment Corp. (KME)
Contact Person:	Will Ward	Prepared By:	Phil Gerace
Phone:		Phone:	570-669-5174
Fax:		Fax:	570-669-5124
Email:		Email:	pgerace@kovatch.com
Product Code:	OC02	Description:	2 Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250gpm Pump, 1000 Gal Tank, Challenger Series Pumper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 191,259.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
KME-P024 Center Well	\$514	KME-P087 1 1/2" Discharge	\$1,747
KME-P030 Simulator Kit	\$658	KME-P097 Akron Deck Gun	\$8,971
KME-P048 Kenworth Upgrade	\$9,800	KME-P104 Booster Reel	\$3,239
KME-P055 Bumper Extension	\$1,836	KME-P149 Fender Storage (\$1246 x 2)	\$2,492
KME-P058 Auto Eject	\$404	KME-P162 Adj Shelf (\$322 x 8)	\$2,576
KME-P059 Air Comp	\$649	KME-P164 500# Tray (\$1071 x 2)	\$2,142
KME-P053 Treadplate Overlay	\$579	KME-P190 Gold Leaf Cab	\$477
KME-P062 Camera System	\$1,050	KME-P192 Gold Leaf Body	\$294
KME-P064 Telescoping Lights	\$2,954		
KME-P078 1500gpm Pump	\$2,672		
KME-P130 Top Mount	\$3,615		
KME-P084 Aux Suction	\$792		
KME-P090 Hosebed Discharge	\$1,490		
KME-P091 Deck Gun Discharge	\$1,504	Subtotal From Additional Sheet(s):	
KME-P103 Front Discharge	\$2,165	Subtotal B:	\$52,620

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Addtl Warning, Sire, Scene	\$ 9,587	Body Modifications and Storage	\$ 12,154
Finish Detail, Paint, et	\$ 2,367	Step, Rail	1987
Addtl Cab Options	\$ 3,798	Subtotal From Additional Sheet(s):	
Pump Upgrades and fills	\$ 18,388	Subtotal C:	\$ 48,281

For this transaction the percentage is: 20%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered: 1 X Subtotal of A + B + C: 292160 = Subtotal D: 292160

E. H-GAC Order Processing Charge (Amount Per Current Policy)

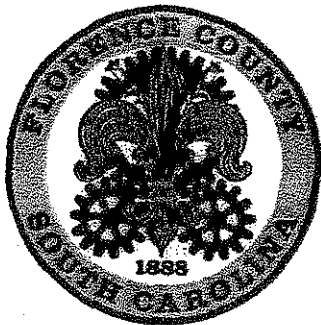
Subtotal E:

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Precon and Inspection Trips	\$5,250		
Prep and Delivery	\$3,493		
		Subtotal F:	8743

Delivery Date: 4/30/2015

G. Total Purchase Price (D+E+F): \$ 300,903.00



Florence County *South Carolina*

June 9, 2014

Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our meeting, I have reviewed the proposal for the Sardis-Timmons Fire Department and find the proposal to meet the intent of the Capital Sales Tax funding for the upgrading of their new fire station at Cartersville and I further recommend they use the HGAC purchasing plan. The specification for this fire truck is appropriate for their needs and the cost is reasonable based on industry standards.

Should you have any questions, please do not hesitate to give me a call.

Yours truly,

Samuel K. Brockington, Jr., Coordinator

Florence County Fire-Rescue

SKBjr/jb

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Approve a Contractual Agreement With The Town of Pamplico To Provide Victim Services.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office will provide the Town of Pamplico with services of a Victim Advocate for the purpose of assistance, notification of release offenders, notification of court appearances, as well as other services mandated by SC Code Ann. 16-3-1505.
2. The Town of Pamplico will provide Florence County with the monies collected pursuant to SC Code Ann 14-1-211 that are retained by the Town of Pamplico for the purpose of providing services for victims of crime, including those required by law.
3. The Town of Pamplico will transmit the funds to Florence County to be placed in the Victim Services Account through the Florence County Treasurer's Office.
4. Approval of the contract includes the authorization of appropriate general ledger accounts with the Florence County Sheriff's Office Victim Witness Fund Departmental budget.
5. The contract period is July 1, 2014 until June 30, 2015 and will be renewable annually to run concurrent with fiscal years.
6. The Sheriff recommends the contractual agreement.

FUNDING FACTORS:

FY 2014/15 budgeted revenue in the Victim Witness Fund and FY 2014/15 budgeted expenditures in the Florence County Sheriff's Office Victim Witness Fund Departmental budget will be increased by the amount of funds received from the Town of Pamplico. These increases will be included in the FY 2014/15 end of year budget amendment ordinance.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Decline.

ATTACHMENT:

Contractual Agreement.

STATE OF SOUTH CAROLINA)
) AGREEMENT
COUNTY OF FLORENCE)

The parties entering into this agreement, the Florence County Sheriff's Office and the Town of Pamplico Police Department, hereby enter this agreement to provide the Town of Pamplico with Victim Assistance as mandated by South Carolina Law. The General Assembly, in enacting the Victim's Bill of Rights, recognized the civic and moral duty of victims of and witnesses to a crime to cooperate fully and voluntarily with law enforcement and prosecution agencies. The General Assembly further recognized that to ensure that all victims of and witnesses to a crime are treated with dignity, respect, courtesy, and sensitivity, the rights and services extended in the law to victims of and witnesses to a crime are honored and protected by law enforcement agencies, prosecutors, and judges in a manner no less vigorous than the protections afforded criminal defendants. The purpose of this agreement is to maintain a level of service throughout Florence County and the Town of Pamplico as contemplated by the Victim's Bill of Rights, S.C. Code Ann. § 16-3-1505 *et seq.*

It is agreed that in consideration of this agreement, the Town of Pamplico will provide Florence County with the monies collected pursuant to S.C. Code Ann. § 14-1-211 that are retained by the Town of Pamplico for the purpose of providing services for victims of crime, including those required by law.

It is agreed that the Victim Advocates will be employees of the Florence County Sheriff's Office at all times even when rendering services within the Town of Pamplico. Further, with the exception of officers specifically named in other agreements between these two agencies, this agreement does not in any way render officers of the Town of Pamplico Police Department as employees of the Florence County Sheriff's Office.

In witness whereof the parties attached here have set the hands and seals this ____
day of _____, 20 ____.

William K. Boone
Sheriff, Florence County

K. G. "Rusty" Smith, Jr.
Administrator, Florence County

Date

Date

Steven K. Bowen
Chief of Police, Pamplico, SC

Gene Gainey
Mayor of Pamplico

Date

Date:

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Approve a Contractual Agreement With The Town of Scranton To Provide Victim Services.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office will provide the Town of Scranton with services of a Victim Advocate for the purpose of assistance, notification of release offenders, notification of court appearances, as well as other services mandated by SC Code Ann. 16-3-1505.
2. The Town of Scranton will provide Florence County with the monies collected pursuant to SC Code Ann 14-1-211 that are retained by the Town of Scranton for the purpose of providing services for victims of crime, including those required by law.
3. The Town of Scranton will transmit the funds to Florence County to be placed in the Victim Services Account through the Florence County Treasurer's Office.
4. Approval of the contract includes the authorization of appropriate general ledger accounts with the Florence County Sheriff's Office Victim Witness Fund Departmental budget.
5. The contract period is July 1, 2014 until June 30, 2015 and will be renewable annually to run concurrent with fiscal years.
6. The Sheriff recommends the contractual agreement.

FUNDING FACTORS:

FY 2014/15 budgeted revenue in the Victim Witness Fund and FY 2014/15 budgeted expenditures in the Florence County Sheriff's Office Victim Witness Fund Departmental budget will be increased by the amount of funds received from the Town of Scranton. These increases will be included in the FY 2014/15 end of year budget amendment ordinance.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Decline.

ATTACHMENT:

Contractual Agreement.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

)
)
)

AGREEMENT

The parties entering into this agreement, the Florence County Sheriff's Office and the Town of Scranton Police Department, hereby enter this agreement to provide the Town of Scranton with Victim Assistance as mandated by South Carolina Law. The General Assembly, in enacting the Victim's Bill of Rights, recognized the civic and moral duty of victims of and witnesses to a crime to cooperate fully and voluntarily with law enforcement and prosecution agencies. The General Assembly further recognized that to ensure that all victims of and witnesses to a crime are treated with dignity, respect, courtesy, and sensitivity, the rights and services extended in the law to victims of and witnesses to a crime are honored and protected by law enforcement agencies, prosecutors, and judges in a manner no less vigorous than the protections afforded criminal defendants. The purpose of this agreement is to maintain a level of service throughout Florence County and the Town of Scranton as contemplated by the Victim's Bill of Rights, S.C. Code Ann. § 16-3-1505 *et seq.*

It is agreed that the Florence County Sheriff's Office will provide the Town of Scranton with the services of a Victim Advocate for the purposes of assistance, notification of release of offenders, notification of court appearances, assistance with reimbursement forms, and other counseling services, as well as the other services mandated by S.C. Code Ann. § 16-3-1505 *et seq.*, to be provided by the law enforcement agency.

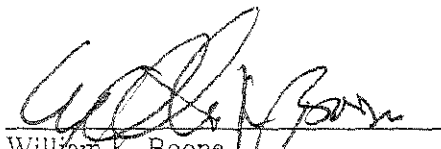
It is agreed that in consideration of this agreement, the Town of Scranton will provide Florence County with the monies collected pursuant to S.C. Code Ann. § 14-1-211 that are retained by the Town of Scranton for the purpose of providing services for victims of crime, including those required by law.

It is agreed that the monies collected pursuant to S.C. Code Ann. § 14-1-211 by the Town of Scranton and transmitted to Florence County will be placed in the Victim Services Account through the Florence County Treasurer's Office just as if those funds were maintained by Florence County through general sessions and magistrate's court surcharges.

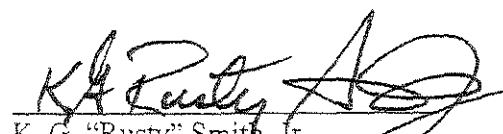
It is agreed that the Victim Advocates will be employees of the Florence County Sheriff's Office at all times even when rendering services within the Town of Scranton. Further, with the exception of officers specifically named in other agreements between these two agencies, this agreement does not in any way render officers of the Town of Scranton Police Department as employees of the Florence County Sheriff's Office.

The term of this agreement will be from July 1, 2014 until June 30, 2015 and shall be renewed annually on July 1, 2015 unless notice of termination is sent to either party by written notice at least 30 days prior to the date of renewal. This contract shall also apply for the initial period from June 1, 2014 until June 30, 2014.

In witness whereof the parties attached here have set the hands and seals this ____
day of _____, 20 ____.


William K. Boone
Sheriff, Florence County


6-2-14
Date


K. G. "Rusty" Smith, Jr.
Administrator, Florence County

6-2-14
Date


Larry Rogers
Chief of Police, Scranton, SC

6-2-14
Date


Terry Knotts
Mayor of Scranton

6-2-14
Date

SCRANTON TOWN COUNCIL SPECIAL MEETING
MAY 26, 2014
6 PM

Mayor Terry Knotts called the meeting to order at 6 PM. Members present were Mayor Knotts, Councilmen Thomas Knotts, Glenn Matthews, Danny Grace, and John Williams. Mayor Knotts called the meeting to order at 6 PM.

The 3 lowest lawn mower bids were as follows:

1. Altman Tractor-Dixie Chopper 7559.24 (before tax)
2. Sparrow Kennedy-John Deere 9597.28 (before tax)
3. Moseley- Kubota- 11900.00 (before tax)

A unanimous decision was made to accept the lowest bid of \$7559.24 from Altman Tractor for a Dixie Cutter.

A unanimous decision was made to allow Duke Energy to install energy saving fixtures/lights in the town hall.

A unanimous decision was made to sign an agreement with Florence County Sheriffs Department. This agreement would allow the Sheriffs Office to provide Victim Assistance for the Scranton Police Department as mandated by South Carolina Law.

A unanimous decision was made to adjourn at 6:30 PM.

Minutes as recorded by Glenn Matthews.

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Grant Award
United States Department of Justice

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUE UNDER CONSIDERATION:

Approve The Submission Of A Grant Application For The FY 2014 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation In The Amount Of \$21,328 To Provide Capital/Replacement Equipment For The Florence County Sheriff Office.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office will utilize the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation grant appropriation to cover capital / replacement equipment for the Florence County Sheriff's Office.
2. The grant funds will be utilized to pay for equipment in the form of a DVD/Video Security system for support of the criminal justice information system.
3. Florence County will make the application available to the public at the County Administrator's Office, City-County Complex, Room 802, from June 9th until July 8th, 2014 for comment.
4. The grant does not require matching funds.

FUNDING FACTORS:

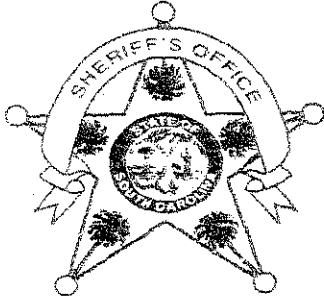
1. \$21,328 = Total costs for the Fiscal Year 2014 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation to be used for capital replacement costs for the Florence County Sheriff's Office.
2. \$0 = no matching funds are required for the grant.

OPTIONS:

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

ATTACHMENTS:

1. Letter of Recommendation from the Florence County Sheriff.
2. Application Narrative.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

June 6, 2014

K. G. "Rusty" Smith, Jr.
County Administrator
180 North Irby Street
Florence, South Carolina 29501

RE: Edward Byrne Memorial Justice Assistance Grant Program
FY2014 Local Solicitation

Dear Mr. Smith:

The Florence County Sheriff's Office would like to request Council's approval for the submission of the Edward Byrne Memorial Justice Assistance Grant Program's FY14 Local Solicitation to provide for the replacement of capital equipment. I am recommending that the grant funds be utilized to pay for the purchase of equipment that will enhance our DVD/Security system which will provide the ability to have an electronic record of video feed and uninterrupted visibility throughout the LEC. This will provide the FCSO & FCDC with better overall security for both inmates and staff, as well as consolidate and streamline our resources.

Thank you for your assistance in this matter.

Sincerely,

William K. Boone
Sheriff of Florence County

WKB/kdm

6719 Friendfield Road • Effingham, South Carolina 29541
Sheriff (843) 665-2121 • Detention Center (843) 665-9944

USDOJ Edward Byrne Memorial JAG Grant Program
FY14 Local Solicitation
Program Narrative
Attachment I

The Florence County Sheriff Office (FCSO) proposes to utilize funds made available by the United States Department of Justice (USDOJ) under the Edward Byrne Memorial JAG Grant Program Local Solicitation for the purpose area of equipment that will enhance our criminal justice information systems for our existing Law Enforcement and Corrections Program.

The FCSO will utilize funding to purchase equipment to enhance our DVD/Video security that will provide the ability to have an electronic record of video feed and uninterrupted visibility throughout the law enforcement complex (LEC). The process eliminates blind spots in the inmate housing units and throughout the Sheriff Office Complex and Florence County Detention Center (FCDC), as well as eliminates lost video coverage of inmate movement. The system will assist officers during investigation of any incidents involving inmates and/or FCSO/FCDC personnel. Moreover, enhancing the DVR/Video security system has the ability to reduce potential law suits and increase overall security for every person in the facility.

Also, enhancing our DVR/Video security system will assist the LEC with PREA. According to the Prison Rape Elimination Act (PREA), it is a recommendation that video coverage in available in all common areas.

Currently, the LEC has a mixture of DVR systems, video software, and camera combinations. This discombobulated DVR/Video system has to be constantly manipulated in order to keep it running continuously and therefore it is becoming more and more outdated and overtasked. Many of the connections that provide video to Central Control no longer work which has become a security risk.

Equipment that is needed: Hybrid NVR/DVR System's Minimum Specifications

- 2nd Generation Intel Core i7 processor and 8 GB of RAM
- HD video recording and playback operations
- Up to 128 combined IP and analog video streams
- Supporting up to 64 analog cameras supported via the optional ENC5416direct-attached encoder.
- Network Video Recorder with a minimum of 20 TB for video retention
- 280 Mbps to support IP and analog video
- Optimized to Support Pre-Installed DS NVs Software
- Records H.264, MJPEG, and MPEG-4 IP Streams
- Supports Pelco and Third-Party IP Cameras and Network Encoders
- Expandable by Networking an Unlimited Number of Servers and Encoders
- Network Health and Event Monitoring
- Scalable

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: South Lynches Fire District
Procurement Department

ISSUE UNDER CONSIDERATION: Request For Council To Award Bid No. 26-13/14 Fire Truck Refurbishment For The South Lynches Fire District To The Low Bidder Kovath Mobile Equipment Corp. (KME) Of Nesquehoning, PA In The Amount Of \$597,904.00 To Be Funded From Capital Project Sales Tax II Funds. (2 *Compliant Bids Received*)

POINTS TO CONSIDER:

- 1) Bid No. 26-13/14 was advertised in the South Carolina Business Opportunities (SCBO) Newsletter and in the Morning News on Thursday, April 24, 2014. The bid opening was held on Thursday, May 22, 2014.
- 2) Two (2) bids were received; Two (2) bids were compliant.
- 3) Bid award recommendation from Sam Brockington, Fire-Rescue Coordinator.
- 4) The bid expires August 22, 2014.

FUNDING FACTORS:

\$597,904.00 = Total Funds for the South Lynches Fire District from the approved Capital Project Sales Tax under line item 332-421-428-300-8600-5006.

OPTIONS:

- 1) Award Bid No. 26-13/14 (*Recommended*).
- 2) Decline Award.

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Bid Recommendation Letter Form Sam Brockington dated June 3, 2014.

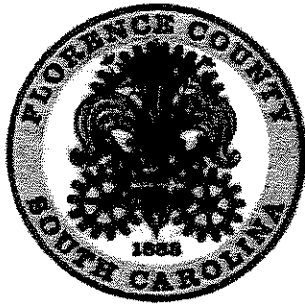
Florence County , SC		Bid Opening Date: 5/22/2014 Time: 11:00 a.m.	
Tabulation for Bid No. 26-13/14 Fire Truck Refurbishment for the South Lynches Fire District			
Name of Bidder		Submitted Bid**	
Kovath Mobile Equipment Corp., One Industrial Complex, Nesquehoning, PA 18240		\$597,904.00	
Spartan Fire and Emergency Apparatus, Inc., 319 Southport Road, Roebuck, SC 29376		\$686,410.00	

Notes:

**Bid includes vehicle tax

All bids are thoroughly reviewed to ensure that all specifications as required in the bid package has been satisfied. A notification of award will not be issued until it has County Council's approval and until the expiration period for protest has been met.

It is always the intent of Florence County to award the lowest priced responsible/responsive bidder that best meets the specifications as determined by Florence County. A notice of intent letter will be sent to all bidders only in the case of a bid awarded to another vendor other than the lowest priced responsible/responsive bidder as stated on this bid tabulation.



Florence County *South Carolina*

June 3, 2014

Mr. Patrick D. Fletcher, CPPB
Procurement Director
County of Florence
180 N. Irby Street MSC-R
Florence, SC 29501

Dear Patrick:

As per our meeting, I have reviewed the proposal for the South Lynches Fire District and find the proposal to meet the intent of the Capital Sales Tax funding for the upgrading of their fire station one and I further recommend the lowest successful bidder, KME Fire Apparatus for this refurbishment. The specifications for this fire truck are appropriate for their needs and the cost is reasonable based on industry standards.

Should you have any questions, please do not hesitate to give me a call.

Yours truly,

Samuel K. Brockington, Jr., Coordinator
Florence County Fire-Rescue

SKBjr/jb

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Other Business
Infrastructure Project
Council District 8

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$15,000 From Council District 8 Infrastructure Funding Allocation To Assist The Florence County Museum With The Acquisition Of World War II Objects/Artifacts For Display At the Florence County Museum.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

SIGNED: _____
Requested by Councilmember: James T. Schofield

Date: _____

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
June 19, 2014

AGENDA ITEM: Other Business
 Infrastructure Project
 Council District 4

DEPARTMENT: County Council/Procurement

ISSUE UNDER CONSIDERATION:

Declare Vehicle #VS5013, A 1992 Ford E-350 Ambulance As Surplus; Authorize the Sale of the Vehicle To The Timmons ville Rescue Squad In The Amount Of \$5,000; And, Approve The Expenditure Of \$5,000 From Council District 4 Infrastructure Funding Allocation To Fund The Purchase.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Signed: _____
 Mitchell Kirby

Date:

ATTACHMENTS:

None

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

PROPOSED ADDITIONS TO THE
JUNE 19, 2014 MEETING AGENDA

DESCRIPTION
(Requested by)

DATE REC'D

ITEM

MINUTES:

Special Called Meeting

06/18/14

Approve The Minutes Of The June 12, 2014
Special Called Meeting Of County Council.

BOARDS &
COMMISSIONS:

**Pee Dee Regional Airport
Authority**

06/16/14

Approve The Nomination Of Frank M. "Buzz"
Rogers, IV To Serve On The Pee Dee Regional
Airport Authority And Submission To The
Governor For Approval With Appropriate
Expiration Term.

Council District 5

06/16/14

Councilman Caudle Requests Council's
Consideration Of The Following Individuals For
Re-Appointment, Representing Council District
5, With Appropriate Expiration Terms: Policy
Commission on Recreation – Darryl Jackson and
Senior Center Commission – Jean McPherson.

OTHER BUSINESS:

**Council District 5 – RSMF
– Milestone Lane**

06/16/14

Approve The Expenditure Of Up To \$32,676
From Council District 5 RSMF Funding
Allocation To Pay For Rock And Crushed
Asphalt For Milestone Lane.

**Council District 5 – RSMF
– Rabbit Wood Lane**

06/16/14

Approve The Expenditure Of Up To \$12,568
From Council District 5 RSMF Funding
Allocation To Pay For Rock And Crushed
Asphalt For Rabbit Wood Lane.

FLORENCE COUNTY COUNCIL MEETING
Proposed Additions to the Agenda
June 19, 2014

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the July 12, 2014 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, JUNE 12, 2014, 7:00 A.M., COUNCIL CHAMBERS ROOM 803, COUNTY COMPLEX, 180 N. IRBY STREET, FLORENCE, SOUTH CAROLINA

PRESENT:

James T. Schofield, Chairman
Waymon Mumford, Vice Chairman
Mitchell Kirby, Secretary-Chaplain
Russell W. Culberson, Council Member
Alphonso Bradley, Council Member (entered at 7:04 a.m.)
Roger M. Poston, Council Member
Kent C. Caudle, Council Member
Willard Dorriety, Jr., Council Member
Jason M. Springs, Council Member
K. G. Rusty Smith, Jr., County Administrator
Malloy McEachin, County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Kevin V. Yokim, Finance Director
Jonathan B. Graham, III, Planning Director
Samuel K. Brockington, Fire/Rescue Services Coordinator
Chief Deputy Glen Kirby
Gavin Jackson, Morning News

A notice of the Special Called meeting of the Florence County Council appeared in the June 11, 2014 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda were provided to members of the media, members of the public requesting copies, 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 Kirby provided the invocation and Vice Chairman Mumford led the Pledge of Allegiance to the American Flag. Chairman Schofield welcomed everyone attending the meeting and stated the purpose of the meeting was to receive legal advice in regards to the passage of H5225 by the Senate.

EXECUTIVE SESSION:

Councilman Culberson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, to Receive Legal Advice in Regards to the Passage of H5225 by the Senate. Councilman Mumford seconded the motion, which was approved unanimously.

Council entered executive session at 7:02 a.m. Council reconvened at 7:25 a.m.

RESOLUTION NO. 37-2013/14

Pursuant to Legal Advice received in Executive Session, the Clerk published the title of Resolution No. 37-2013/14: A Resolution Addressing The Confusion And Danger Created By S.C. Act. No. 183 Of 2014 And Its Apparent Invalidity, in its entirety. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Culberson seconded the motion, which was approved with a seven (7) to two (2) vote. Voting in the affirmative were Chairman Schofield, Councilmen Culberson, Poston, Bradley, Mumford, Caudle and Springs. Voting 'no' were Councilmen Kirby and Dorriety.

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

COUNCIL MEETING ADJOURNED AT 7:30 A.M.

MITCHELL KIRBY
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL MEETING
Proposed Additions to the Agenda
June 19, 2014

AGENDA ITEM: Boards & Commissions
 Pee Dee Regional Airport Authority

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Nomination Of Frank M. “Buzz” Rogers, IV To Serve On The Pee Dee Regional Airport Authority And Submission To The Governor For Approval With Appropriate Expiration Term.

ATTACHMENTS:

None

FLORENCE COUNTY COUNCIL MEETING

Proposed Additions to the Agenda

June 19, 2014

AGENDA ITEM: Boards & Commissions
 Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Councilman Caudle Requests Council's Consideration Of The Following Individuals For Re-Appointment, Representing Council District 5, With Appropriate Expiration Terms:

Policy Commission on Recreation – Darryl Jackson

Senior Center Commission – Jean McPherson

ATTACHMENTS:

None

FLORENCE COUNTY COUNCIL MEETING

June 19, 2014

AGENDA ITEM: Other Business
Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$12,568.00 from Council District #5 funding allocations to pay for rock and crushed asphalt for Rabbit Wood Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: _____
Requested by Councilmember: Kent Caudle

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

June 19, 2014

AGENDA ITEM: Other Business
Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$32,676.00 from Council District #5 funding allocations to pay for rock and crushed asphalt for Milestone Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: _____
Requested by Councilmember: Kent Caudle

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