

**AMENDED AGENDA  
COLLETON COUNTY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 4, 2014  
6:00 P.M.  
COUNTY COUNCIL CHAMBERS, OLD JAIL BUILDING**

1. Call to Order
2. Invocation
3. Roll Call
4. Appearances & Public Presentations
5. Approval of Minutes
  - a) Regular Meeting February 11, 2014
  - b) Special Meeting February 19, 2014
6. Administrator's Briefing
7. Public Hearing
  - a) Ordinance 14-O-01, Authorizing The Execution And Delivery Of Certain Instruments Relating To The Acquisition, Use, And Installation Of Improvements To 604 Wichman Street, Walterboro, South Carolina (The "Farm Market Commercial Kitchen Project"); Approving The Issuance Of a CCEDC Two, Inc. Installment Purchase Revenue Note; Authorizing The Execution And Delivery Of a Public Facilities Purchase And Occupancy Agreement Among Colleton County, CCEDC Two, Inc., And Palmetto Rural Telephone Cooperative, Inc.; And Other Matters Relating Thereto.
  - b) Ordinance 14-O-02, Authorizing A Loan From The South Carolina Public Service Authority To Colleton County, South Carolina To Finance The Construction Of An Industrial Building In The Colleton County Commerce Center For The Economic Development Of Colleton County; Authorizing The Execution And Delivery Of An Intergovernmental Loan Agreement Between The South Carolina Public Service Authority And Colleton County And A Promissory Note From Colleton County To The South Carolina Public Service Authority Related Thereto; And Other Matters Relating Thereto
8. Old Business
  - a) 3<sup>rd</sup> Reading Ordinance 14-O-01, Authorizing The Execution And Delivery Of Certain Instruments Relating To The Acquisition, Use, And Installation Of Improvements To 604 Wichman Street, Walterboro, South Carolina (The "Farm Market Commercial Kitchen Project"); Approving The Issuance Of a CCEDC Two, Inc. Installment Purchase Revenue Note; Authorizing The Execution And Delivery Of a Public Facilities Purchase And Occupancy

Agreement Among Colleton County, CCEDC Two, Inc., And Palmetto Rural Telephone Cooperative, Inc.; And Other Matters Relating Thereto.

- b) 3<sup>rd</sup> Reading Ordinance 14-O-02, Authorizing A Loan From The South Carolina Public Service Authority To Colleton County, South Carolina To Finance The Construction Of An Industrial Building In The Colleton County Commerce Center For The Economic Development Of Colleton County; Authorizing The Execution And Delivery Of An Intergovernmental Loan Agreement Between The South Carolina Public Service Authority And Colleton County And A Promissory Note From Colleton County To The South Carolina Public Service Authority Related Thereto; And Other Matters Relating Thereto
- c) 2<sup>nd</sup> Reading Ordinance 14-O-03, Providing For a Fee in Lieu of Tax Arrangement for Project Dent; Providing for The Allocation of Fees-In-Lieu of Taxes Payable Under the Agreement for Development for a Joint County Industrial Park with Hampton County; and Other Matters Relating Thereto.

9. New Business

- a) Resolution 14-R-19, To Declare Surplus Various Vehicles and Equipment and to Authorize Their Sale in Accordance with County Policy.
- b) Resolution 14-R-20, To Approve the Loan of Three Surplused Vehicles to Thunderbolt Career Center for Use in the Mechanic Training Program.
- c) Resolution 14-R-21, To Approve a Mutual Aid Agreement Between the Colleton County Sheriff's Office and the Bamberg County Sheriff's Office.
- d) Resolution 14-R-22, To Accept the Grant for the Colleton County Summer Feeding Program for 2014.
- e) Resolution 14-R-23, To Authorize an Appropriation from E-911 (Fund 141) Fund Balance to Cover Cost of a Dell AppAssure Backup and Recovery System for E-911 Communications.
- f) Resolution 14-R-24, To Award the Contract for Professional Planning Services for the Revision of the Colleton Transportation Committee's Transportation Plan.
- g) Resolution 14-R-25, To Provide Preliminary Authorization for the Funding of the Colleton County Law Enforcement Center Project; to Declare the Intent of County Council to Reimburse Colleton County For Expenditures Relating to the Colleton County Law Enforcement Center Project from Proceeds of Tax-Exempt Obligations; to Authorize the County Staff to Proceed with Structuring the Financing for the Colleton County Law Enforcement Center Project; and to Provide for Other Matters Relating Thereto.

h) Resolution 14-R-26, Setting Forth the Commitment of Colleton County, South Carolina to Project Dent, Whereby, Under Certain Conditions, Colleton County Will Enter Into a Fee Agreement with Respect to Certain Property and Covenant in Such Fee Agreement to Accept Certain Fees in Lieu of *Ad Valorem* Taxes with Respect to Such Property; and Other Matters Related Thereto.

i) Resolution 14-R-27, To Request The Walterboro City Council Consent To Allow The Colleton County Planning & Development Department To Perform All Required Building Inspections For County Facilities Within The City Of Walterboro.

~~j) Resolution 14-R-28, To Appoint Members to Board Vacancies.~~

10. Items for Information and Public Record
11. Public Comments (3 minutes per person/max time 20 min.)
12. Council Time
13. Executive Session
  - a) Personnel
  - b) Colleton Medical Center - Security
14. Adjournment
15. Informal Meeting of the Whole

Sponsor(s): County Council  
First Reading: January 7, 2014  
Committee Referral: N/A  
Committee Consideration Date: N/A  
Committee Recommendation: N/A  
Second Reading: February 11, 2014  
Public Hearing: March 4, 2014  
Third Reading: March 4, 2014  
Effective Date: Immediately

I, \_\_\_\_\_,  
Council Clerk, certify that  
this Ordinance was advertised  
for public hearing on \_\_\_\_\_.

## ORDINANCE 14-O-01

### COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

**[AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN INSTRUMENTS RELATING TO THE ACQUISITION, USE, AND INSTALLATION OF IMPROVEMENTS TO 604 WICHMAN STREET, WALTERBORO, SOUTH CAROLINA (THE "FARM MARKET COMMERCIAL KITCHEN PROJECT"); APPROVING THE ISSUANCE OF A CCEDC TWO, INC. INSTALLMENT PURCHASE REVENUE NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF A PUBLIC FACILITIES PURCHASE AND OCCUPANCY AGREEMENT AMONG COLLETON COUNTY, CCEDC TWO, INC., AND PALMETTO RURAL TELEPHONE COOPERATIVE, INC.; AND OTHER MATTERS RELATING THERETO.]**

WHEREAS, the County Council of Colleton County, South Carolina (the "County Council") have previously authorized the "Community Commercial Kitchen Incubator Project," consisting of the rehabilitation and equipping of an empty building, located at 604 Wichman Street, Walterboro, South Carolina, with commercial kitchen facilities for use by aspiring food business entrepreneurs and the general public in developing and producing their food products, and the integration of those facilities with the Colleton Museum and Farmers Market facility (collectively, the "Project"); and

WHEREAS, 604 Wichman Street is presently owned by CCEDC Two, Inc., a South Carolina non-profit corporation (the "Corporation"); and

WHEREAS, at the request of Colleton County, South Carolina (the "County"), the Corporation has (i) agreed to develop and finance the costs of the Project and (ii) agreed to the use of the Project by the County during the term of the financing; and

WHEREAS, the County Administrator has received a letter of commitment (the "Commitment Letter") for financing from Palmetto Rural Telephone Cooperative, Inc. (the "Lender"), has recommended to County Council the approval of financing for the Project of up to \$993,200.00 from the Lender upon those terms and conditions as contained in the Commitment Letter for the purchase and renovation of the Project; and

WHEREAS, the County intends to make certain payments (the "Acquisition Payments") for the acquisition of the Project and, pending acquisition thereof, shall be entitled to the use and occupancy of the Project, and certain other matters pursuant to the terms of the Public Facilities

Purchase and Occupancy Agreement (the "Facilities Agreement"), among the Corporation, the County, and the Lender; and

WHEREAS, the rights of the Corporation to receive Acquisition Payments will be assigned to the Lender as security for and the source of payment of the \$993,200 Installment Purchase Revenue Loan (Community Commercial Kitchen Incubator Project), Series 2014 (the "Loan") from to the Lender to the Corporation; and

WHEREAS, in order to provide funds for the payment of the costs of the Project, the Corporation is entering into the Loan, to be evidenced by the Note, under and by the terms of the Facilities Agreement pursuant to the terms of the Commitment Letter; and

WHEREAS, the Corporation will grant to the Lender a mortgage interest in the property located at 604 Wichman Street and the Project as security for its obligations under the Loan pursuant to the Mortgage and Security Agreement (the "Mortgage");

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF COLLETON COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, AS FOLLOWS:

Section 1. Approval of Acquisition and Use of the Project by County; Approval and Execution of the Facilities Agreement. The acquisition and use of the Project by the County from the Corporation pursuant to the terms set forth in the Facilities Agreement is hereby approved, and the form of the Facilities Agreement as submitted herewith is hereby approved. The Chairman is hereby authorized and directed to execute and deliver the Facilities Agreement, with any changes, insertions, and omissions as may be approved by the Chairman, with the advice of counsel, his execution being conclusive evidence of his approval.

Section 2. Agreement to Accept Title to Project. The County Council hereby agrees to accept title to the Project and any other property financed by the Loan, including any additions to the Project, when the Loan is discharged.

Section 3. Consent to Mortgage. The County Council hereby consents to the Mortgage now before this meeting, with any changes as may be thereafter made as shall be in furtherance of the transactions contemplated therein and in this Ordinance and as shall not be inconsistent with or contrary to the matters contemplated herein. The County Council hereby further consents to the execution and delivery of the Mortgage by the parties thereto.

Section 4. Consent to Loan. The County Council hereby consents to the undertaking by the Corporation respecting the Project, and the issuance of the Note to the Lender, in the principal amount not to exceed \$993,200, to finance the costs of acquisition and renovation thereof.

Section 5. Use of Proceeds of the Loan. The proceeds of the Loan shall be applied, as provided in the Facilities Agreement, to (a) provide the amounts necessary for the acquisition, construction, renovation, and equipping of the Project and (b) pay the transaction costs of the Loan.

Section 6. Loan; Approval and Execution of Commitment Letter. The Loan shall be incurred pursuant to the terms of the Commitment Letter and the Facilities Agreement. The County Administrator is hereby authorized and directed to execute and deliver the Commitment Letter, with any changes, insertions, and omissions as may be approved by the County Administrator subject to the provisions hereof, with the advice of counsel, his execution being conclusive evidence of his approval.

Section 7. Execution of Closing Documents. The Chairman, the County Administrator, and all other appropriate officials and employees 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 contemplated by the Facilities Agreement, and the Commitment Letter (collectively, the "County Agreements"). The consummation of all transactions contemplated by the County Agreements is hereby approved.

Section 8. Law and Place of Enforcement of the Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State of South Carolina.

Section 9. Effective Date. This Ordinance shall become effective immediately upon approval after receiving third reading by the County Council.

Section 10. Severability. 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 hereof.

Section 11. Repeal of Inconsistent Ordinances. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 12. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance, the County Agreements, or the Loan, against any member of the County Council, any officer or employee, as such, in his or her individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Ordinance, the County Agreements, and the Loan are solely

corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements, entered into between the County and the owners of the Loan or to be implied therefrom as being supplemental hereto or thereto; and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the County Agreements and the Loan and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the County Agreements and the Loan, expressly waived and released. The immunity of the members, officers, and employees, of the County under the provision contained in this Section shall survive the termination of this Ordinance.

Section 13. Effect of Article and Section Headings and Table of Contents. The heading or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

COLLETON COUNTY, SOUTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
Its: Chairman, County Council of Colleton County

ATTEST:

\_\_\_\_\_  
Clerk to County Council

Sponsor(s): County Council  
First Reading: January 7, 2014  
Committee Referral: N/A  
Committee Consideration Date: N/A  
Committee Recommendation: N/A  
Second Reading: February 11, 2014  
Public Hearing: March 4, 2014  
Third Reading: March 4, 2014  
Effective Date: Immediately

I, \_\_\_\_\_,  
Council Clerk, certify that  
this Ordinance was advertised  
for public hearing on \_\_\_\_\_.

## **ORDINANCE 14-O-02**

### **COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[AN ORDINANCE AUTHORIZING A LOAN FROM THE SOUTH CAROLINA PUBLIC SERVICE AUTHORITY TO COLLETON COUNTY, SOUTH CAROLINA TO FINANCE THE CONSTRUCTION OF AN INDUSTRIAL BUILDING IN THE COLLETON COUNTY COMMERCE CENTER FOR THE ECONOMIC DEVELOPMENT OF COLLETON COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL LOAN AGREEMENT BETWEEN THE SOUTH CAROLINA PUBLIC SERVICE AUTHORITY AND COLLETON COUNTY AND A PROMISSORY NOTE FROM COLLETON COUNTY TO THE SOUTH CAROLINA PUBLIC SERVICE AUTHORITY RELATED THERETO; AND OTHER MATTERS RELATING THERETO.]**

**BE IT ORDAINED BY THE COUNTY COUNCIL OF COLLETON COUNTY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:**

### **ARTICLE I**

### **FINDINGS OF FACT**

**SECTION 1.1 Findings of Fact.** As an incident to the enactment of this Ordinance, the County Council of Colleton County, South Carolina (the "County Council"), has made the following findings:

1. Colleton County, South Carolina (the "County") acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Title 4, Chapters 1 and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, own, lease, and dispose of properties through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or expand in and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State.

2. The County Council have determined that it will promote the industrial development of the County, and will promote the location or expansion of manufacturing or commercial enterprises in the County, and that it is for the benefit of the economic welfare and

economic improvement of Colleton County and its citizens, to develop and construct a new industrial building to be situated on certain real property owned by the County located in the Colleton County Commerce Center (the "Project") which building may be marketed to commercial or industrial prospects in search of a location for their operations.

3. The County has determined that the cost of the Project will require that the County borrow not exceeding \$1,200,000, which amount may be borrowed pursuant to the Revenue Bond Act for Utilities (now codified as Sections 6-21-10 to 6-21-570 of the Code) (the "Enabling Statute") which permits the County to finance the costs of acquisition and construction of facilities such as the Project.

4. The County has negotiated with the South Carolina Public Service Authority (the "Authority") for a loan from the Authority (the "Loan") in the principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000).

5. Section 4-29-68 of the Code permits a county that receives and retains revenues from a payment in lieu of taxes pursuant to Section 4-29-60, Section 4-29-67, Section 4-12-20, or Section 4-12-30 of the Code ("FILOT Revenues") to pledge those revenues as additional security for revenue debt of the county if the revenue debt is issued in accordance with the pledge for the purposes described in Section 4-29-68 of the Code, and permits the revenue debt of the county to be additionally secured by a mortgage of the real or personal property acquired therewith.

6. The County receives FILOT Revenues as described above, and intends to pledge certain of those FILOT Revenues received in conjunction with the Charleston County-Colleton County Multi-County Industrial Park, known to the County as "Fund 142" (the "Pledged FILOT Revenue") as additional security for the repayment of the Loan, all as provided herein.

7. The Loan will be secured, pursuant to the Intergovernmental Loan Agreement between the Authority and the County (the "Loan Agreement"), and a promissory note executed and delivered by the County registered in the name of the Authority (the "Note"), by (a) a pledge of the Revenues derived from the operation, leasing, or sale of the Project (the "Revenues"), (b) a pledge of the Pledged FILOT Revenues, and (c) a Mortgage (the "Mortgage") granted by the County in favor of the Authority on the Project, pursuant to the authorization provided by Code Section 4-29-68(A)(2)(i). The County Council has determined that funding a portion of the costs of the Project by means of the Loan, the issuance of the Note, and the terms of the Loan Agreement are for the best interest of the County. Pursuant to the Loan Agreement, the County will agree to use the Loan proceeds only to pay the actual eligible costs of the Project, and the County will agree to pay to the Authority, but only from the sources therein provided, such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Loan.

8. The proceeds from the Loan are to be advanced for the payment or reimbursement of the costs of the Project, and for the payment of costs of issuance, all as set forth herein or in the Loan Agreement.

9. The County Council are enacting this Ordinance in order to (i) evidence the approval of the Project and the Loan by the County; (ii) authorize the execution and delivery on behalf of the County of the Note and Mortgage; and (iii) authorize the execution and delivery by, and on behalf of, the County 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 financing of the Project in order to carry out the intent of this Ordinance.

## **ARTICLE II**

### **THE LOAN**

**SECTION 2.1** **Authorization of Loan.** The County Council hereby authorizes the County's acceptance of the Loan from the Authority of not exceeding \$1,200,000 pursuant to and in accordance with, the provisions of the Loan Agreement.

**SECTION 2.2** **Repayment of Loan by County.** The County Council hereby authorize the repayment of the Loan by the County to the Authority from Revenues or, if the Revenues are not sufficient, from Pledged FILOT Revenues, pursuant to and in accordance with, the provisions of the Loan Agreement, the Note, and the Mortgage.

## **ARTICLE III**

### **LOAN AGREEMENT, NOTE, AND MORTGAGE; FUNDS**

**SECTION 3.1** **Authorization of Loan Agreement, Note, and Mortgage.** The Loan Agreement in substantially the form attached hereto as Exhibits A, and a Mortgage in form and substance satisfactory to the Chairman of the County Council (the "Chairman") on the real property described in Exhibit B, with any 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 Loan Agreement, the Note, and the Mortgage on behalf of the County, are hereby authorized and directed. The Loan Agreement, the Note, and the Mortgage shall be executed on behalf of the County by the Chairman and attested by the Clerk of the County Council (the "Clerk").

**SECTION 3.2** **Note and Loan Agreement Constitute Limited Obligations of the County.** No recourse shall be had for the payment of the Note or any obligation under the Loan Agreement against the several funds of the County, except in the manner and to the extent provided in this Ordinance, nor shall the credit or taxing power of the County be deemed to be pledged thereto. The Note and the Loan Agreement shall not be a charge, lien, or encumbrance, legal or equitable, upon any property of the County or upon any income, receipts, or revenues of the County other than such of the Revenues and the Pledged FILOT Revenues, and the Note shall recite in substance that it is payable solely from the Revenues and Pledged FILOT Revenues

pledged to the payment thereof, and that the County is not obligated to pay the same, except from such Revenues and Pledged FILOT Revenues.

**SECTION 3.3 Requirement for Special Funds.** (a) All Revenues held or collected subsequent to the issuance of Note shall be deposited by the County with a bank, depository, or trust company duly qualified and doing business in the State which shall be satisfactory to the County Council (the "Custodian") pursuant to the terms hereof. For so long a time as any sum remains due and payable by way of principal or interest on the Note, the following funds or accounts relating to the Revenues of the Project shall be established and maintained, and deposits and withdrawals shall be made in the manner herein required.

(a) **The Bond and Interest Redemption Fund.** (a) There shall be established and maintained a Bond and Interest Redemption Fund (the "Bond and Interest Redemption Fund") for the Note. The Bond and Interest Redemption Fund is intended to provide for the payment of the principal of, and interest on the Note as the same respectively fall due. Revenues as received or collected by the County shall first be deposited into the Bond and Interest Redemption Fund and, except as herein provided, all money in the Bond and Interest Redemption Fund shall be used solely to pay the principal of and premium, if any, and interest on the Note, and for no other purpose. The Bond and Interest Redemption Fund shall be held in trust for the benefit of the registered owner (the "Owner") of the Note and maintained in the complete custody and control of the Custodian and withdrawals from the Bond and Interest Redemption Fund shall be made only by such Custodian who shall transmit to the Owner of the Note, at such times as payments are due, the sums required to pay the principal of, and interest on the Note.

(b) **The Operation and Maintenance Fund.** There shall be established and maintained an Operation and Maintenance Fund (the "Operation and Maintenance Fund"). The Operation and Maintenance Fund is intended to provide for the payment of the operation and maintenance expenses of the Project (the "Operation and Maintenance Expenses"). The Operation and Maintenance Fund shall be held in the complete custody and control of the County. After the deposit of Revenues to the Bond and Interest Redemption Fund to pay currently due principal and interest on the Note has been made, any remaining Revenues may be deposited into the Operation and Maintenance Fund as directed by the County Administrator of the County (the "County Administrator"). Withdrawals from the Operation and Maintenance Fund shall be made by or on the order of the County Administrator or his designee for the payment of Operation and Maintenance Expenses.

(c) **The Depreciation Fund.** There shall be established and maintained a Depreciation Fund (the "Depreciation Fund"). This fund shall be maintained in an amount to be established not less frequently than annually by the County Council on the advice of the County Administrator or his designee in order to provide a reasonable reserve for depreciation of the Project. Money in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the Project. The Depreciation Fund shall be kept in the complete custody and control of the County. After the deposits to the Bond and Interest Redemption Fund and Operation

and Maintenance Fund described above have been made, any remaining Revenues may be deposited into the Depreciation Fund as directed by the County Administrator. Withdrawals from this fund shall be made by or on order of the County Administrator or his designee.

(d) **The Contingent Fund**. There shall be established and maintained a Contingent Fund (the "Contingent Fund"). This fund shall be maintained in an amount to be established not less frequently than annually by the County on the advice of the County Administrator or his designee in order to provide for contingencies and for improvements, and betterments of the Project. Money in this fund shall be used solely: (i) for improvements, betterments and extensions to the Project, other than for those things which are reasonably necessary to maintain the Project in good repair and working order; (ii) to defray the cost of unforeseen contingencies; (iii) to prevent defaults of Note; and (iv) for optional prepayment of Note. The Depreciation Fund shall be kept in the complete custody and control of the County. After the deposits to the Bond and Interest Redemption Fund and Operation and Maintenance Fund described above have been made, any remaining Revenues may be deposited into the Contingent Fund as directed by the County Administrator. Withdrawals from this fund shall be made by or on order of the County Administrator or his designee.

(e) **Investments**. (i) It shall at all times be lawful to invest moneys in any of the funds listed in this Section in Investment Obligations (defined below). All earnings derived from such investments shall be deposited in and become a part of the respective fund. Such investments shall mature and bear interest payable on dates consistent with the anticipated needs for cash to make disbursements from the respective fund.

(ii) "Investment Obligations" shall mean (i) obligations issued or guaranteed by the United States of America or its agencies, or to the payment of which the full faith and credit of the United States of America is pledged; (ii) general obligations of the State of South Carolina or its political units; (iii) interest bearing deposits in savings and loan associations to the extent the same are insured by an agency of the federal government; (iv) certificates of deposit issued by a bank or trust company (including any Custodian) where such certificates of deposit are collaterally secured by securities of the type described in (i) and (ii) above held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest; provided, however, that such collateral shall not be required to the extent such certificates of deposit are insured by an agency of the federal government; (v) the South Carolina Pooled Investment Fund established pursuant to the provisions of Chapter 6, Title 6 of the Code of Laws of South Carolina 1976, as amended; or (vi) any other investments now or hereafter permitted under Section 6-5-10 of the Code of Laws of South Carolina 1976, as amended.

(f) **Pooled Investment of Moneys Held in Funds**. The moneys in the funds listed in this Section may be pooled with each other for investment purposes.

(g) **Use of Remaining Money.** All Revenues after making the payments required by paragraphs (b) through (e) of this Section, shall be used for any lawful purpose of the County as directed by the County Administrator.

(h) **Designation of Custodian.** The Custodian of the Bond and Interest Redemption Fund shall be \_\_\_\_\_.

#### ARTICLE IV

#### MISCELLANEOUS

#### SECTION 4.1 **Certain Findings and Determinations.**

The County Council finds and determines:

a) Neither the Revenues nor the Project are encumbered by any lien or charge thereon or pledge thereof, other than the lien and charge thereon and the pledge thereof created by this Ordinance and the Mortgage for payment and security of the Note under the Loan Agreement.

b) The County Council has caused an estimate to be made of the cost of the Project and such estimate is \$2,060,000.

c. The Note and interest thereon are exempt from any and all State, county, municipal, and other taxation whatsoever under the laws of the State, and such fact shall be plainly stated on the face of the Note.

d. The Project shall be operated on a fiscal year basis coinciding with the County's fiscal year, which begins on July 1 and ends on the immediately following June 30.

e. Notwithstanding the creation and funding of the Operation and Maintenance Fund, the Operation and Maintenance Expenses of the Project may be paid from appropriations of the County Council using any part of the County's available income or revenues derived from any source.

f. The principal amount of the Note shall be determined by the Chairman, but shall not exceed \$1,200,000.

g. The title and designation of the Note and manner of numbering and lettering and the denomination of the Note shall be as set forth in the Loan Agreement.

h. The interest rate on the Note shall be as set forth in the Loan Agreement.

i. The time for the payment of interest on the Note shall be as set forth in the Loan Agreement.

j. The redemption or prepayment prices and dates shall be as set forth in the Loan Agreement.

k. The Note shall not be subject to mandatory redemption or sinking fund instalment payments. Payment of principal of the Note shall be as set forth in the Loan Agreement.

l. Proceeds of the Note shall be disbursed and applied as set forth in the Loan Agreement.

**SECTION 4.2**      **Other Instruments and Actions.**

In order to implement the Loan pursuant to the Loan Agreement and the Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Chairman and Clerk of the County Council, and County Administrator and other officers and employees of the County are hereby authorized to execute and deliver such certificates, showings, instruments, and agreements and to take any further action, as such officers shall deem necessary or desirable.

**SECTION 4.3**      **Ordinance a Contract.**

This Ordinance shall be a contract between the County and the Authority, and shall be enforceable as such against the County.

**SECTION 4.4**      **Continuing Disclosure.** The County Council covenants to file with the Authority:

(a) An annual independent audit, within thirty days of the County Council's receipt and approval of the audit; and

(b) Event specific information within thirty days of an event adversely affecting more than five percent of Revenues of the Project or the Pledged FILOT Revenues.

The County hereby reserves the right, by Supplemental Ordinance hereto to be enacted in accordance with Section 4.8 hereof, to issue additional Notes, in such amounts as it from time to time deems necessary and proper, which, if issued under the conditions hereinafter enumerated in this Section, shall be secured on a parity with the Note. Under such circumstances, all of the covenants and remedies applicable and available to the holder of the Note ("Holder" or "Noteholder") shall become applicable and available to the Holders of additional Notes, but no

additional Notes shall be issued without the prior written consent of the Holder of 100% of the Note.

**SECTION 4.6**      **Junior Notes.** The County may not issue junior lien notes without the prior written consent of the Holder of 100% of the Note.

**SECTION 4.7**      **Performance of Covenants; Authority of the County.** The County covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Ordinance, in the Note, the Loan Agreement, the Mortgage, and in all proceedings pertaining thereto. The County covenants that it is duly authorized under the Constitution and laws of the State of South Carolina, to issue the Note, to enact the Ordinance, and to pledge the Revenues and Pledged FILOT Revenues, in the manner and to the extent herein set forth; that all action on its part for the issuance of the Note and the enactment of the Ordinance has been duly and effectively taken, and that the Note in the hands of the Holder thereof is and will be a valid and enforceable obligation of the County according to the import thereof.

**SECTION 4.8**      **Amending and Supplementing of Ordinance with Consent of Holders of Note.** With the consent of the Holders of 100% of the Note then outstanding, the County from time to time and at any time may enact an ordinance amendatory hereof or supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Ordinance, or modifying or amending the rights and obligations of the County under the Ordinance, or modifying or amending in any manner the rights of the Holders of the Note then outstanding or issuing additional Notes hereunder.

**SECTION 4.9**      **Construction Fund.** (a) There is hereby created and established the Construction Fund. The Custodian of the Construction Fund shall be \_\_\_\_\_.  
(b) Withdrawals from the Construction Fund shall be made only upon written certificate of the County Administrator or his designee. The County hereby authorizes the Custodian to disburse the moneys in the Construction Fund and to pay out the same to the persons entitled thereto, in accordance with the instructions of the County, only for the purpose of paying costs of acquisition and construction of the Project.

**SECTION 4.10**      **No Personal Liability.** No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Ordinance, the Loan Agreement, the Mortgage, or the Note, against any Council member of the County, any officer or employee, as such, in his or her individual capacity, past, present, or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Loan Agreement, the Mortgage, and the Note are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, or employee as such, past, present, or future, of the County, either directly or be reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Owner of the Note or to be implied therefrom as being

supplemental hereto or thereto, and that all personal liability of that character against every such member, officer, and employee is, by the enactment of this Ordinance and the execution of the Note, the Loan Agreement, the Mortgage, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Note, the Loan Agreement, the Mortgage, expressly waived and released. The immunity of members, officers, and employees of the County under the provisions contained in this Section 4.10 shall survive the completion of the Project and the termination of the Ordinance, the Note, the Loan Agreement, and the Mortgage.

**SECTION 4.11**      **Law and Place of Enforcement of the Ordinance.** The Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of the Ordinance shall be instituted in a court of competent jurisdiction in the State of South Carolina.

**SECTION 4.12**      **Savings Clause.** If any Section, paragraph, clause, or provision of Ordinance shall be held invalid, the invalidity of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 4.13**      **Repealing Clause.** All resolutions, ordinances, or parts thereof inconsistent herewith shall be, and the same are hereby, repealed to the extent of such inconsistencies.

**SECTION 4.14**      **Effective Date.** 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 approval following third reading.

By: \_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman of County Council

COUNCIL VOTE:  
OPPOSED:

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ruth Mayer, Clerk to County Council

By: \_\_\_\_\_  
Sean Thornton, County Attorney

Sponsor(s): County Council  
First Reading: February 11, 2014  
Committee Referral: N/A  
Committee Consideration Date: N/A  
Committee Recommendation: N/A  
Second Reading: March 4, 2014  
Public Hearing: April 1, 2014  
Third Reading: April 1, 2014  
Effective Date: Immediately

I, \_\_\_\_\_,  
Council Clerk, certify that  
this Ordinance was advertised  
for public hearing on \_\_\_\_\_.

## ORDINANCE 14-O-03

### COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

**[AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN COLLETON COUNTY AND PROJECT DENT, WHEREBY COLLETON COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH PROJECT DENT; PROVIDING FOR PAYMENT BY PROJECT DENT OF CERTAIN FEES IN LIEU OF *AD VALOREM* TAXES; AND OTHER MATTERS RELATING THERETO.]**

WHEREAS, Colleton County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorised 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 payment in lieu of taxes ("Negotiated FILOT Payments") for a project qualifying under the FILOT Act; and

WHEREAS, the County, acting by and through the County Council, is further authorised 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 "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 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

WHEREAS, Project Dent (the "Company"), proposes a new facility in Colleton County for the manufacture of parts for the aerospace industry by acquiring, constructing, equipping, and furnishing real and personal property located in Colleton County (the "Project"); and

WHEREAS, the Project when completed will represent an anticipated "investment" (as defined in the FILOT Act) (the "Investment") of approximately \$2,500,000 which is expected to occur by December 31, 2017; and

WHEREAS, the County has been advised that within five years of the completion of the Project, the Project is anticipated to employ an approximately 44 full-time employees; and

WHEREAS, the County is authorised to include the site of the Project Site within a multi-county industrial and business park pursuant to the MCIP Act; and

WHEREAS, the Project is located entirely within Colleton County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

WHEREAS, 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 expand the Project (the "Incentives"); and

WHEREAS, it is in the public interest, for the public benefit, and in furtherance of the public purposes of the FILOT Act that the County Council provide final approval for qualifying the Project under the FILOT Act for the Incentives;

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

Section 1. Evaluation of the Project. County Council have evaluated the Project on the following criteria based upon the advice and assistance of the South Carolina Department of Revenue and the Board of Economic Advisors:

- (a) the purposes to be accomplished by the 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 Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Revenue and the Board of Economic Advisors, as necessary, County Council hereby find that:

- (a) the Project constitutes a "project" as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the Investment by the Company in the Project is anticipated to be approximately \$2,500,000, all to be invested within the "investment period" (as defined in the FILOT Act); and the Company will, within five years of the completion of the Project, employ approximately 44 full-time employees, as is provided in the Fee-in-Lieu of Tax Agreement (the "FILOT Agreement") between the County and the Company;
- (d) the Project will be located entirely within Colleton County;

- (e) the Project is anticipated to benefit the general public welfare of Colleton County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (f) the Project gives rise to neither a pecuniary liability of the County nor a charge against its general credit or taxing power;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the cost to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the 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 Project based upon a 6% assessment ratio with the millage rate which is the lower of (a) the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located on June 30 of the year preceding the calendar year in which the FILOT Agreement is executed or (b) the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located on June 30 of the calendar year in which the FILOT Agreement is executed, such rate to be fixed for the entire 20-year term of the fee-in-lieu of taxes, all as more fully set forth in the FILOT Agreement.

Section 4. Multi-County Park Incentive.

By separate ordinance (the “MCIP Ordinance”) of the County Council, the County, in cooperation with Hampton County (the “Partner County”) will designate the Project Site as a multi-county business park pursuant to Article VIII, Section 13 of the South Carolina Constitution, the MCIP Act, and the terms of the Agreement for the Establishment of a Multi-County Industrial/Business Park (the “MCIP Agreement”).

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 Chairman of the County Council and the Clerk of the County Council be and they are hereby authorized and directed to execute 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 of County Council at which this Ordinance received third reading and hereby approved, or with any

changes therein as shall not materially adversely affect the rights of the County thereunder, upon the advice of legal counsel, by 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 Chairman 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.

(e) All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

By: \_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman of County Council

COUNCIL VOTE:  
OPPOSED:

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ruth Mayer, Clerk to County Council

By: \_\_\_\_\_  
Sean Thornton, County Attorney

Sponsor(s) : County Council  
 Adopted : March 4, 2014  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A

**RESOLUTION NO. 14-R-19**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[A Resolution to Declare Surplus Various Vehicles and Equipment and to Authorize Their Sale in Accordance with County Policy.]**

**WHEREAS:**

1. Fleet Management has evaluated various vehicles and equipment, and deemed them to be no longer suitable for County operations; and
2. It is recommended that Council declare said vehicles and the equipment surplus and authorize their sale through GovDeals or for trade in on upgraded equipment.

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

1. The following vehicles and equipment are hereby declared surplus to the needs of the County.

Year	Description	VIN
2002	Ford Explorer	1FMZU63W72UD08661
2009	Dodge Charger	2B3KA43T29H568716
2009	Dodge Charger	2B3KA43T29H607742
2000	Ford Crown Vic	2FAFP71WX1X109656
2004	Ford Crown Vic	2FAP71WX4X169568
2004	Ford F-150	1FTPW14504KC78917
2006	Dodge Charger	2B3KA43H06H516525
2004	Ford Crown Vic	2FAHP71W84X161140
2004	Ford Crown Vic	2FAHP71W94X166198
2004	Ford Crown Vic	2FAFP71V38X131158
2009	Dodge Charger	2B3KA43T09H568715
2009	Dodge Charger	2B3KA43T89H576559
2011	Ford Crown Vic	2FABP71BV3BX185208
2002	Challenger Boat	WCG00190E202-250CH
2002	Yamaha 200	LF200TXRA60MX601257
2002	Yamaha 200	LF200TXRA60MX600260
2002	Loadmaster Trailer	4YPAB25373TO28264
2003	Chevy Venture	1GNDX03E64D200746
2002	Chevy Silverado	SGCEC19V021120213
2007	Chevy Tahoe	1GNEC03037R341799
2003	Ford F-150	1FTRX17L93NA27777



Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 14-R-20**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[To Approve the Loan of Three Surplused Vehicles to Thunderbolt Career Center for Use in The Mechanic Training Program.]**

**WHEREAS:**

1. Thunderbolt Career Center has requested that the County loan the school vehicles that are no longer suitable for County use; and
2. Said vehicles will be used in the mechanic training program for practice of repair and maintenance techniques; and
3. The Director of Fleet Management has identified three vehicles which have already been surplused by the Council, but have not yet been posted for sale on GovDeals; and
4. Thunderbolt Career Center has agreed that after three school years, the vehicles will be returned to the County for sale in accordance with County policy.

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

1. County Council hereby approves the loan of the following three vehicles to Thunderbolt Career Center for use in their mechanic training program:

2001 Chevy Silverado FMD # 4406 VIN# SGCEC19V021120213

2009 Dodge Charger FMD# 4026 VIN# 2B3KA43T29H607742

2009 Dodge Charger FMD# 4179 VIN# 2B3KA43T89H576559

2. The vehicles will be returned to Colleton County from Thunderbolt Career Center after three school years (school year ending 2017).

ATTEST:

\_\_\_\_\_  
Ruth Mayer, Council Clerk

SIGNED:

\_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:  
OPPOSED:

Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 14-R-21**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[A Resolution to Approve a Mutual Aid Agreement Between the Colleton County Sheriff's Office and the Bamberg County Sheriff's Office.]**

**WHEREAS:**

1. A recent Supreme Court ruling found that for a Sheriff's Office Mutual Aid Agreement to be valid, it would have to be approved by the County Council; and
2. The Sheriff's Office has the Mutual Aid Agreement currently held between the Office and Bamberg County Sheriff's Office; and
3. Staff recommends that Council approve the Mutual Aid Agreement.

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

1. The Mutual Aid Agreement with Bamberg County Sheriff's Office (attached and included herein by reference) is hereby approved.
2. The County Administrator is hereby authorized to sign said agreements on behalf of Colleton County.

ATTEST:

SIGNED:

\_\_\_\_\_  
Ruth Mayer, Council Clerk

\_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:  
OPPOSED

Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 14-R-22**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[A Resolution to Accept the Grant for the Colleton County Summer Feeding Program for 2014.]**

**WHEREAS:**

1. Colleton County Council deems it to be in the best interest of the County to continue its sponsorship/administration of the Summer Feeding Program with monitored scattered sites, delivered meals, in-house reporting and financial management; and
2. The Summer Feeding Program is in the planning stage now to begin in June of 2014, and is projected to have no local match requirement.

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

1. Acceptance of the SCDSS Summer Feeding Program Grant for FY14 and FY15 for operation of the Colleton County Summer Feeding Program under the sponsorship and administration of the County is hereby approved.
2. The County Administrator is hereby directed to implement the 2014 Summer Feeding Program and to amend the FY14 and FY15 budgets to reflect the appropriations in connection with the grant.

ATTEST:

SIGNED:

\_\_\_\_\_  
Ruth Mayer, Council Clerk

\_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:  
OPPOSED:

Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

## RESOLUTION NO. 14-R-23

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

**[A Resolution to Authorize an Appropriation from E-911 (Fund 141) Fund Balance to Cover the Cost of a Dell AppAssure Backup and Recovery System for E-911 Communications.]**

#### WHEREAS:

1. The Colleton County Sheriff wishes to use funding from the E-911 fund balance (Fund 141) to purchase a Dell AppAssure Backup and Recovery System for E-911 Communications in the amount of \$18,749.95; and
2. Dell is the State Contract holder for this product; and
3. The Sheriff's Office recommends that Council approve a Fund Balance appropriation from E-911 (Fund 141) to cover the costs of the backup and recovery system.

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

A fund balance appropriation in the amount of \$18,749.95 from E-911 Fund 141 is hereby approved for the purchase of the Dell AppAssure Backup and Recovery System for E-911 Communications.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:

OPPOSED:

Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 14-R-24**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[A Resolution to Award the Contract for Professional Planning Services for the Revision of the Colleton Transportation Committee's Transportation Plan.]**

**WHEREAS:**

1. The County advertised a Request for Qualifications, CTC-04, for professional planning services for the revision of the Colleton Transportation Committee's Transportation Plan; and
2. Three proposals were received, and a committee scored them based on required qualifications; and
3. GTS Planning and Cartographics meets all of the requirements of the request for qualifications and received the highest score; and
4. Staff recommends that the contract be awarded to GTS Planning and Cartographics; and
5. Funding for this expenditure is being provided by the Colleton Transportation Committee.

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

1. County Council hereby awards the contract in accordance with CTC-04 to GTS Planning and Cartographics.
2. Funding for this expenditure is budget in the FY 14 CTC Local Paving Fund.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:  
OPPOSED:

Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

## RESOLUTION NO. 14-R-25

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

**[A RESOLUTION TO PROVIDE PRELIMINARY AUTHORIZATION FOR THE FUNDING OF THE COLLETON COUNTY LAW ENFORCEMENT CENTER PROJECT; TO DECLARE THE INTENT OF COUNTY COUNCIL TO REIMBURSE COLLETON COUNTY FOR EXPENDITURES RELATING TO THE COLLETON COUNTY LAW ENFORCEMENT CENTER PROJECT FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS; TO AUTHORIZE THE COUNTY STAFF TO PROCEED WITH STRUCTURING THE FINANCING FOR THE COLLETON COUNTY LAW ENFORCEMENT CENTER PROJECT; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.]**

**WHEREAS**, the County Council of Colleton County, South Carolina (the “County Council”), the governing body of Colleton County, South Carolina (the “County”), a political subdivision of the State of South Carolina, have determined that it is in the County’s best interest to construct a new County law enforcement center, including necessary furniture, fixtures, and equipment, and other associated improvements (collectively, the “Colleton County Law Enforcement Center Project”) at an expected cost of approximately \$5,170,000; and

**WHEREAS**, the County anticipates that the costs of the Colleton County Law Enforcement Center Project will be paid from a combination of funding sources, including the anticipated issuance of tax-exempt bonds by the County or, on behalf of the County, by one or more non-profit corporations including CCEDC One, Inc. or CCEDC Two, Inc., and reasonably expects to borrow not exceeding \$5,170,000 plus amounts necessary to fund reserve funds, pay capitalised interest, and pay costs of issuance, as necessary, to fund a portion of the costs of the Colleton County Law Enforcement Center Project, and desires to authorize the County’s administrative staff to take the necessary steps to proceed in financing the Colleton County Law Enforcement Center Project; and

**WHEREAS**, the County Council have determined that it is in the County’s best interest to authorize its financing team to assist and advise the County with respect to the optimal financing options for the Colleton County Law Enforcement Center Project; and

**WHEREAS**, the County Council desire to reimburse the County for expenditures related to the development of the Colleton County Law Enforcement Center Project (the “Project Costs”) and by this Resolution declare their intent to do so from the proceeds of tax-exempt obligations to be issued to provide financing for the Colleton County Law Enforcement Center Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF COLLETON COUNTY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:**

Section 1. Recitals and Findings. The facts set forth in the recitals hereof are in all respects true and correct.

Section 2. Preliminary Authorisation for Financing. The County Council hereby give preliminary authorisation for the County Administrator, the Finance Director, the County Attorney, and all other appropriate officers and employees of the County to take any and all necessary action, upon the advice of the Bond Counsel, to make preliminary arrangements for the financing of the costs of the Colleton County Law Enforcement Center Project. The County Council hereby direct appropriate County officers and employees to work with Howell Linkous & Nettles, LLC as Bond Counsel to the County for the purposes of developing the structure and terms of the financing. It is recognised that prior to conclusion of the financing for the Colleton County Law Enforcement Center Project, the County Administrator will present to County Council a definitive financing structure to be approved by ordinance of County Council in accordance with South Carolina law.

Section 3. Declaration of Intent regarding Reimbursement. The County Council hereby declare their intent that the County, or non-profit corporation on behalf of the County, be reimbursed for any expenditures for Project Costs from the proceeds of the tax-exempt obligations to be issued in the amount not to exceed \$5,170,000, plus amounts necessary to fund reserve funds, pay capitalised interest, and pay costs of issuance, as necessary, to provide financing for the Colleton County Law Enforcement Center Project. It is the intention of the County Council that this Resolution shall constitute an official intent on the part of the County within the meaning of Treasury Regulation Section 1.150-2(d).

Section 4. Governing Law. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption by the County Council.

**DONE IN MEETING DULY ASSEMBLED** this \_\_\_ day of March, 2014.

ATTEST:

SIGNED:

\_\_\_\_\_  
Ruth Mayer, Council Clerk

\_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:  
OPPOSED:

Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 14-R-26**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[A RESOLUTION SETTING FORTH THE COMMITMENT OF COLLETON COUNTY, SOUTH CAROLINA TO PROJECT DENT, WHEREBY, UNDER CERTAIN CONDITIONS, COLLETON COUNTY WILL ENTER INTO A FEE AGREEMENT WITH RESPECT TO CERTAIN PROPERTY AND COVENANT IN SUCH FEE AGREEMENT TO ACCEPT CERTAIN FEES IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO SUCH PROPERTY; AND OTHER MATTERS RELATED THERETO.]**

WHEREAS, Colleton County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 of the Code (the "FILOT Act"), to enter into an inducement agreement which sets forth the commitment of the County to enter into a fee agreement to provide for payment of fees in lieu of taxes ("FILOT Payments") for a project qualifying as "economic development property" under the FILOT Act; and

WHEREAS, the County is presently recruiting an investment in Colleton County by a company ("Project Dent") in the form of a facility to be located in Colleton County and which constitutes a "project" within the meaning of the FILOT Act (such facility is referred to herein as the "Project"); and

WHEREAS, the Project when completed will represent an anticipated "investment" (as defined in the FILOT Act) (the "Investment") by Project Dent of approximately \$2,500,000; and

WHEREAS, the County has been advised that within five years of the completion of the Project, the Project is anticipated to employ an approximately 44 full-time employees; and

WHEREAS, the Project is located entirely within Colleton County and outside of the boundaries of all municipalities and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein; and

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing Project Dent to invest its funds to acquire, construct, and equip the Project (the "Incentives"), and is desirous of having the Incentives set forth herein for the purposes of establishing the framework for a working relationship between the County and Project Dent and for forming the basis for the

WHEREAS, Project Dent understands that to approve and implement any of the Incentives, the County will have to comply with all constitutional and statutory requirements, and those requirements may, depending upon the specific proposal involved, include the need to make certain findings with respect to the Project and obtain certain requisite approvals from other councils and bodies and their own governing bodies as required by law, all of which will be evidenced in the definitive documents;

WHEREAS, it is in the public interest, for the public benefit, and in furtherance of the public purposes of the FILOT Act that the County Council provide a preliminary commitment for qualifying the Project under the FILOT Act as economic development property and to enter into a “fee agreement” (as defined in the FILOT Act) with respect thereto subject to the conditions described herein;

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

Section 1. Preliminary Evaluation of the Project. County Council have evaluated the Project on the following criteria based upon the advice and assistance of the South Carolina Department of Revenue and the Board of Economic Advisors:

- (a) the purposes to be accomplished by the 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 their investigation of the Project and information provided by Project Dent, including the criteria described in Section 1 above, and based upon the advice and assistance of the South Carolina Department of Revenue and the Board of Economic Advisors, County Council hereby find that:

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the Investment by Project Dent in the Project will be approximately \$2,500,000, all to be invested within the “investment period” (as defined in the FILOT Act); and Project Dent will employ 44 full-time employees at the Project;
- (d) the Project will be located entirely within Colleton County and is anticipated to be located in a multi-county industrial park created pursuant to Code Section §4-1-170;

- (e) the Project is anticipated to benefit the general welfare of Colleton County by providing services, employment, or other public benefits not otherwise adequately provided locally;
- (f) the Project gives rise to neither a pecuniary liability of the County nor a charge against its general credit or taxing power;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;
- (h) the inducement of the location of the Project is of paramount importance;
- (i) the benefits of the Project to the public are greater than the cost to the public; and
- (j) this Inducement Resolution shall constitute an action reflecting or identifying the Project for purposes of Section 12-44-40(D) of the FILOT Act.

Section 3. Fee-in-Lieu of Taxes Arrangements. If the Project is located in Colleton County, the County hereby agrees to enter into a fee agreement with respect to the Project under the FILOT Act (the "FILOT Agreement") as to the real and personal property at the Project. The FILOT Agreement will provide for FILOT Payments to be made as follows:

- (a) the FILOT Payments shall be calculated on the basis of an assessment ratio of six percent (6%);
- (b) the fair market value of the property shall be as calculated in the FILOT Act including providing that the fair market value of real property portions of the Project established for the first year of the FILOT arrangement shall remain the fair market value for the entire term of the FILOT Agreement;
- (c) the FILOT Payments on each part shall be payable in 20 annual installments on the due date which would otherwise be applicable for *ad valorem* property taxes for each part of the Project, with the first instalment for each part of the Project being due on the date when, but for the FILOT Agreement, property taxes would have been paid with respect to such part of the Project;
- (d) the FILOT Payments on each part shall be calculated on the basis of the millage rate which shall be fixed for the full term of the FILOT Agreement and shall be the lower of the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is to be located on either (1) the June 30 preceding the year in which the FILOT Agreement is executed, or (2) the June 30 of the year in which the FILOT Agreement is executed; and

(e) the FILOT arrangement shall be available for 20 years for each part of the Project up to a maximum of 25 years for the FILOT arrangement should the Project be completed and put into service in more than one (1) year. At the conclusion of the twenty-year period after each part of the Project is placed in service, FILOT Payments shall be due to the County on such part of the Project equal to the property taxes that would be due on such part if it were taxable as provided in the FILOT Act.

Section 4. Fee Agreement. The provisions, terms, and conditions of the FILOT Agreement with respect to the Project shall be prescribed by subsequent ordinance of the County Council. The FILOT Agreement will provide for a fee-in-lieu of taxes arrangement as set forth in this Inducement Resolution. All commitments of the County hereunder are subject to the condition that the County and Project Dent do agree on acceptable terms and conditions of all documents, including the FILOT Agreement, the execution and delivery of which are contemplated by the provisions hereof.

Section 5. Multi-County Park.

Unless the Project site is currently located within a Multi-County Park (as defined below), the County, in cooperation with Hampton County, and/or additional counties which shall be determined by subsequent ordinance(s) (collectively, the "Partner Counties"), will designate the Project site as a multi-county park pursuant to Article VIII, Section 13 of the Constitution of South Carolina and Sections 4-1-170, 4-1-172 and 4-1-175 of the Code (the "Multi-County Park") which term shall commence no later than the beginning of the first property tax year in which the Project is placed in service.

Section 6. Continued Evaluation of Project.

The undertakings of the County hereunder are contingent upon the County Council continuing to evaluate the Project as beneficial to the public interest after considering all additional circumstances of which the County Council may hereafter become aware and upon the County receiving such further evidence as may be satisfactory to the County as to compliance with all applicable statutes and regulations. The Incentives provided to Project Dent would be subject to review by the County and possible adjustment or clawbacks in the event that within five years of entering into the FILOT Agreement, the capital investment is less than the pledged \$2,500,000 in capital investment.

Section 7. Project Dent May Proceed Without Incentives.

The County understands that Project Dent may choose not to proceed with the Project as herein provided, in which event this Inducement Resolution shall become void upon written notice to the County as to such choice.

Section 8. No Liability of County.

All commitments of the County under this Inducement Resolution are subject to all of the provisions of the FILOT Act and the condition that nothing contained in this Inducement Resolution or the FILOT Agreement shall constitute nor give rise to a pecuniary liability of the

County or a charge against its general credit or taxing power. Accordingly, Project Dent will hold the County harmless from all pecuniary liability and reimburse it for all legal expenses which it might reasonably incur in implementation of the terms and provisions of this Inducement Resolution. The County agrees to provide the incentives set forth in this Inducement Resolution as long as Project Dent agrees to the payment of all costs and expenses, including legal fees, incurred by the County due to the grant of the incentives set forth herein for the Project.

Section 9. Repeal of Conflicting Resolutions; Effective Date.

All resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This resolution shall take effect and be in full force upon its adoption by the County Council.

Adopted this \_\_\_\_\_ day of March, 2014.

ATTEST:

SIGNED:

\_\_\_\_\_  
Ruth Mayer, Council Clerk

\_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:  
OPPOSED:

Sponsor(s) : County Council  
Adopted : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION 14-R-27**

**COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**[A RESOLUTION TO REQUEST THE WALTERBORO CITY COUNCIL CONSENT TO ALLOW THE COLLETON COUNTY PLANNING & DEVELOPMENT DEPARTMENT TO PERFORM ALL REQUIRED BUILDING INSPECTIONS FOR COUNTY FACILITIES WITHIN THE CITY OF WALTERBORO.]**

**WHEREAS:**

1. Per South Carolina Code of Laws, Section 6-9-20, which allows agreements between governmental entities for provision of building inspections services, municipalities and counties may establish agreements to issue permits and enforce building codes in order to provide the services required by this chapter if a written request from the governing body of the municipality or county is submitted to the council; and
2. Colleton County has duly trained and certified staff, as required by the South Carolina Department of Labor, Licensing and Regulation Building Codes Council, for plan review and building inspection; and
3. Allowing the County building inspection staff to inspect such facilities would save taxpayer money, and be more efficient in the timing and execution of Colleton County Capital Projects within the City of Walterboro.

**NOW, THEREFORE, BE IT ORDAINED BY COLLETON COUNTY COUNCIL, DULY ASSEMBLED THAT:**

1. In order to save taxpayer money and be more efficient in the timing and execution of Colleton County Capital Projects within the City of Walterboro, the Colleton County Council hereby requests that the Walterboro City Council consent to allow the Colleton County Planning & Development office to perform all required building inspections of Colleton County construction projects within the City of Walterboro.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:

OPPOSED:

Sponsor(s) : County Council  
Adopted: : March 4, 2014  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 14-R-28**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

**(To Appoint Members to Board Vacancies.)**

**WHEREAS:**

1. Colleton County Accommodations Tax Advisory Board has four vacancies (2 from lodging & hospitality, 2 at-large); and  
Applicants: None
2. Keep Colleton Beautiful has six vacancies; and  
Applicants: None
3. Colleton County Commission of Alcohol & Drug Abuse has one vacancy; and  
Applicants: None
4. Edisto River Canoe & Kayak Trail Committee has three vacancies (1 at-large, 1 from Colleton County Development Board, 1 from Recreation Commission) ; and  
Applicants: None
5. Lowcountry Regional Transportation Authority has one vacancy; and  
Applicants: None
6. Colleton County Library Board of Trustees has two vacancies; and  
Applicants: Elizabeth Johnston
7. Colleton County Land Use Zoning Board of Appeals has one vacancy; and  
Applicants: Tommy Mann, Gale Doggette
8. Lowcountry Council of Governments has one vacancy; and  
Applicants: Tommy Mann
9. The County Council is the appointing authority for Boards.

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

The Colleton County Council hereby appoints the following:

Colleton County Library Board of Trustees: \_\_\_\_\_ , \_\_\_\_\_

Colleton County Land Use Zoning Board of Appeals: \_\_\_\_\_

Lowcountry Council of Governments: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ruth Mayer, Council Clerk

SIGNED:

\_\_\_\_\_  
Phillip M. Taylor, Sr., Chairman

COUNCIL VOTE:

OPPOSED: