

B. ORDINANCE NO. 32-2007/08

An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.

C. ORDINANCE NO. 37-2007/08

An Ordinance Authorizing And Providing For The Issuance And Sale Of A Not To Exceed \$600,000 General Obligation Bond Of Florence County, South Carolina (Windy Hill/Olanta Rural Volunteer Fire District), Series 2008, Or Such Other Appropriate Series Designation; Fixing The Form And Details Of The Bond; Authorizing The County Administrator To Determine Certain Matters Relating To The Bond; Providing For The Payment Of The Bond And Disposition Of The Proceeds Thereof; And Other Matters Related Thereto.

VII. APPEARANCES:

None requested at the time of publication of the agenda.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

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

Public Services & County Planning

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

January 18, 2007

Special Exceptions

County facilities

January 17, 2008

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

June 5, 2008

Ordinance No. 34-2007/08 (Taylor rezone request)

Justice & Public Safety

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

June 7, 2007

Litter Enforcement

Education, Recreation, Health & Welfare

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

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Council members Russell W. Culberson/Chair, Morris Anderson and Ken Ard)

Ad Hoc Water Study Committee

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

IX. RESOLUTIONS:

None presented at the time of publication.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. **ORDINANCE NO. 31-2007/08** (Public Hearing) [9]
An Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement By and Between Florence County, South Carolina, and BNP Paribas Leasing Corporation and H. J. Heinz Finance Company, with Respect to Certain Economic Development Property, Whereby such Property Will be Subject to Certain Payments in Lieu of Taxes and Other Matters Related Thereto.

2. **ORDINANCE NO. 32-2007/08** (Public Hearing) [40]
An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.

3. **ORDINANCE NO. 33-2007/08** [46]
An Ordinance To Rezone Properties Owned By Pinewood Village Located Off Second Loop Road, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31 Consisting Of 7.28 Acres.
(*Planning Commission approved 8 – 1 [1 recusal].*) (Council District 8)

4. **ORDINANCE NO. 35-2007/08** [58]
An Ordinance To Adopt A New Housing Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code of Laws, As Amended, Title 6, Chapter 29, Section 510.
(Planning Commission approved 9 – 0.)

5. **ORDINANCE NO. 36-2007/08** [93]
An Ordinance To Ratify FY08 Budget and Grant Resolutions Previously Authorized By Council and Other Matters Related Thereto.

B. SECOND READING

1. **ORDINANCE NO. 37-2007/08** (Public Hearing) [98]
An Ordinance Authorizing And Providing For The Issuance And Sale Of A Not To Exceed \$600,000 General Obligation Bond Of Florence County, South Carolina (Windy Hill/Olanta Rural Volunteer Fire District), Series 2008, Or Such Other Appropriate Series Designation; Fixing The Form And Details Of The Bond; Authorizing The County Administrator To Determine Certain Matters Relating To The Bond; Providing For The Payment Of The Bond And Disposition Of The Proceeds Thereof; And Other Matters Related Thereto.

2. **ORDINANCE NO. 38-2007/08** [109]
An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.

3. **ORDINANCE NO. 39-2007/08** [112]
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project JLL, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

C. INTRODUCTION

1. **ORDINANCE NO. 40-2007/08** [117]
An Ordinance To Rezone Property Owned By GBA Ships Florence, Inc. Located At 781 St. Andrews Road, Florence From R-1, Single-Family Residential District To PD, Planned Development District Shown On Florence County Tax Map No. 00074, Block 1, Parcel 12 Consisting Of 12.2 +/- Acres.
(Planning Commission approved 8 – 0.)(Council District 9)

2. **ORDINANCE NO. 41-2007/08** [133]
An Ordinance To Rezone Properties Owned By Cedell And Sylvia C. Burgess Located At 605 Davis Street, Lake City And Leroy Burgess Located In The 400 Block Of Green Haven Avenue, Lake City From R-4, Multi-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00169, Block 31 Parcels 54 And 12 Consisting Of 11.53 +/- Acres.
(Planning Commission approved 8 – 0.) (Council District 1)

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

BOARDS AND COMMISSIONS LIST [144]
A list of current and approaching vacancies for 2008 on Boards and Commissions was previously provided to Council.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL GRANT AWARD [145]
Accept the grant from the South Carolina Department of Health and Environmental Control in the amount of \$8,730 to operate the County's used oil recycling program for FY09 and authorize the designation of appropriate general ledger accounts within the Grant Fund to appropriately account for the FY-2009 Used Oil Grant.

B. COUNTY COUNCIL

BOYS & GIRLS CLUBS OF THE PEE DEE AREA [147]
Consideration for funding for the Boys & Girls Club of the Pee Dee Area for renovations/improvements.

C. FINANCE

FY2008/2009 STATE ACCOMMODATIONS TAX ALLOCATIONS [152]

Approve the expenditure of \$250,000 in State Accommodations Tax funding allocations as recommended by the Accommodations Tax Advisory Committee for FY2007/2008.

XIII. OTHER BUSINESS:

A. ROAD SYSTEM MAINTENANCE FEE (RSMF) FUND

JEFFERIES CREEK AND MAGIC DRIVE [154]

Approve the expenditure of funds from Council District 6 RSMF funding allocation in an amount up to \$24,791.60 to replenish Jefferies Creek and Magic Drive with 2" of crushed asphalt.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA:

A. ORDINANCE NO. 18-2007/08

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

(Planning Commission approved 9 – 0.)

B. ORDINANCE NO. 34-2007/08 [156]

At its regular meeting of June 5, 2007, Council referred this Ordinance to the Committee on Public Service & County Planning, prior to second reading of the Ordinance. An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located At 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.

(Planning Commission denied 8 – 1.) (Council District 5)

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the June 5, 2008 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

DRAFT

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, JUNE 5, 2008, 9:00 A.M., COUNCIL CHAMBERS,
ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY ST.,
FLORENCE, SOUTH CAROLINA**

PRESENT:

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

ALSO PRESENT:

Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
William H. Hoge, Planning & Building Department Director
Sheriff Kenney Boone
Barbara Coker, Sheriff's Office
Chuck Tomlinson, Morning News Staff Writer

ABSENT:

Mitchell Kirby, Council Member

A notice of the regular meeting of the Florence County Council appeared in the June 4, 2008 edition of the **MORNING NEWS**. Copies of the agenda were faxed to members of the media and posted in the lobby of the City-County Complex and on the County's website (www.florenceco.org).

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

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council approve the minutes of the May 15, 2008 regular meeting of County Council. Councilman Rodgers seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Chairman published the titles and opened public hearings for the following Ordinances:

ORDINANCE NO. 35-2007/08

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

ORDINANCE NO. 36-2007/08

An Ordinance To Ratify FY08 Budget And Grant Resolutions Previously Authorized By Council And Other Matters Related Thereto.

Chairman Smith stated that Ordinance No. 36-2007/08 was erroneously reported in the media as being an ordinance to discuss the upcoming 08/09 budget but in actuality it was an Ordinance to approve issues relating to grants and any other adjustments to the current year budget.

APPEARANCES:

RESOLUTIONS OF RECOGNITION

Councilman Ard made a motion Council approve resolutions of recognition to Javae R. McWhite, Courtney A. Law, Taylor L. Timmons, and Kimberly T. Cade for outstanding achievement in earning the Girl Scout Gold Award. Councilman Mumford seconded the motion, which was approved unanimously. Councilman Ard published the Resolution in its entirety and presented each of the young ladies with a framed Resolution.

RESOLUTION OF RECOGNITION AND APPRECIATION

Presentation of a Resolution recognizing and expressing appreciation to the Timmonsville Rescue Squad for exhibiting exemplary conduct in serving the citizens was deferred.

RESOLUTION OF RECOGNITION AND APPRECIATION

Chairman Smith stated Councilman Kirby requested Council present a Resolution of Recognition and Appreciation to Glynn Willis for exemplary service to the citizens of Florence County but Councilman Kirby was unable to be present at the meeting. He requested Councilman Rodgers present the Resolution in his place. The Clerk published the Resolution in its entirety. Councilman Mumford made a motion Council approve the Resolution. Councilman Rodgers seconded the motion, which was approved unanimously. Mr. Willis expressed his appreciation for the Resolution and the opportunity to serve the citizens of Florence County.

MR. FRANCIS J. HEATH

Mr. Heath appeared before Council to discuss matters relating to the paving of Country Lane and issues regarding drainage ditches. He asked Council to support the efforts of the residents to have Country Lane paved. He suggested Council establish a fund for the

specific purpose of restoration of County drainage canals and road improvements. He stated he would be willing to pay twice the amount of the road fee if it would bring County roads up to an acceptable standard. He asked Council members to attend the June 10th meeting of the Florence County Transportation Committee and support the efforts of the residents to get Country Lane paved. Chairman Smith stated Council could provide a letter of support to Committee Chairman Sherwin Welch.

BRYAN AND ANGELIA GARDNER

Mr. Gardner appeared before Council to express opposition to the rezone request by Sharon and Jerry Taylor for 3465 James Turner Road. Chairman Smith stated the Ordinance to address the rezone request would be discussed later in the meeting.

JEFF MCKAY, EXECUTIVE DIRECTOR - NESA

Mr. McKay, Executive Director of the North Eastern Strategic Alliance (NESA) appeared before Council to provide a brief update on the activities of NESA. Councilman Ard expressed concerns regarding the lack of benefits in relation to the funding provided by Florence County to NESA. Councilman Schofield asked for clarification on the International Airport proposal. Mr. McKay stated the FAA provided a grant to conduct a study to determine the need for a regional airport. The study had to be conducted according to FAA guidelines in order to comply/qualify for the grant funding. Councilman Ard stated there was a disconnect between Florence County and NESA activities. Mr. McKay informed Council that NESA's Board Meeting was set for July 11th in Florence County at SIMT and each member would receive an invitation to attend the meeting.

COMMITTEE REPORTS:

EDUCATION, RECREATION, HEALTH & WELFARE COMMITTEE

Committee Chairman Anderson extended an invitation to the Groundbreaking Ceremony for the new Environmental Services Animal Control Facility in Effingham on Friday, June 20th at 11 a.m.

ORDINANCES IN POSITION:

ORDINANCE NO. 30-2007/08 – THIRD READING

The Clerk published the title of Ordinance No. 30-2007/08: An Ordinance To Repeal The Appendices Of The 2003 International Building Code, The 2003 International Plumbing Code, The 2003 International Mechanical Code, The 2003 International Fire Code, The 2003 International Energy Conservation Code, The 2002 National Electrical Code, The 2003 International Residential Code, And The 2003 International Fuel Gas Code And To Adopt Chapter I – Administration Of The 2006 International Building Code Of Chapter 7 – Article II, Division 1 Of The Code Of Ordinances Of Florence County. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 31-2007/08 – THIRD READING

The Chairman stated third reading of Ordinance No. 31-2007/08 was deferred: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Gateway, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

ORDINANCE NO. 32-2007/08 – THIRD READING

The Chairman stated third reading of Ordinance No. 32-2007/08 was deferred: An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.

ORDINANCE NO. 01-2008/09 – THIRD READING

The Clerk published the title of Ordinance No. 01-2008/09: An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2008 And Ending June 30, 2009; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; To Establish And Collect A Local Hospitality Tax In Florence County; And To Provide For Other Matters Related Thereto. Councilman Ard made a motion Council approve third reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 33-2007/08 – SECOND READING

The Clerk published the title of Ordinance No. 33-2007/08: An Ordinance To Rezone Properties Owned By Pinewood Village Located Off Second Loop Road, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31 Consisting of 7.28 Acres. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Ard seconded the motion, which was approved unanimously.

ORDINANCE NO. 34-2007/08 – SECOND READING

The Chairman published the title of Ordinance No. 34-2007/08 and, with the concurrence of Council, referred the Ordinance to the Committee on Public Service & County Planning for clarification and review: An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located At 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheets for Ordinance No. 35-2007/08 or Ordinance No. 36-2007/08, Chairman Smith closed the public hearings.

ORDINANCE NO. 35-2007/08 – SECOND READING

The Chairman published the title of Ordinance No. 35-2007/08: An Ordinance To Adopt A New Housing Element For The Florence County/Municipal Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 36-2007/08 – SECOND READING

The Chairman published the title of Ordinance No. 36-2007/08: An Ordinance To Ratify FY08 Budget And Grant Resolutions Previously Authorized By Council And Other Matters Related Thereto. Councilman Anderson made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 37-2007/08 – INTRODUCED

The Clerk published the title of Ordinance No. 37-2007/08 and the Chairman declared the Ordinance introduced: An Ordinance Authorizing And Providing For The Issuance And Sale Of A Not To Exceed \$600,000 General Obligation Bond Of Florence County, South Carolina (Windy Hill/Olanta Rural Volunteer Fire District), Series 2008, Or Such Other Appropriate Series Designation; Fixing The Form And Details Of The Bond; Authorizing The County Administrator To Determine Certain Matters Relating To The Bond; Providing For The Payment Of The Bond And Disposition Of The Proceeds Thereof; And Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

FLORENCE COUNTY CULTURAL COMMISSION

Councilman Bradley appointed Betsy Olsen to serve on the Florence County Cultural Commission representing Council District 3, with the appropriate expiration date.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly financial reports were provided to Council for fiscal year 2008 through April 30, 2008 as an item for the record.

FINANCE

FY2008/2009 STATE ACCOMMODATIONS TAX ALLOCATIONS

Councilman Schofield made a motion Council defer action on the expenditure of \$250,000 in State Accommodations Tax funding allocations as recommended by the Accommodations Tax Advisory Committee for FY2007/2008 until the next meeting. Councilman Mumford seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Ard made a motion Council enter executive session to discuss contractual matters related to economic development projects, contractual matters related to possible and pending real property transactions, and a personnel matter relating to the Tax Assessor's office. Councilman Rodgers seconded the motion, which was approved unanimously.

Council entered executive session at 10:16 a.m. Council reconvened at 1:27 p.m.

ORDINANCE NO. 38-2007/08 – INTRODUCED

The Chairman published the title of Ordinance No. 38-2007/08 and declared the Ordinance introduced: An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.

ORDINANCE NO. 39-2007/08 – INTRODUCED

The Chairman published the title of Ordinance No. 38-2007/08 and declared the Ordinance introduced: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project JLL, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

FLORENCE COUNTY BOARD OF ZONING APPEALS

Councilman Culberson appointed Ernie Smith to serve on the new Florence County Board of Zoning Appeals representing Council District 6, with the appropriate expiration date.

FLORENCE COUNTY CULTURAL COMMISSION

Councilman Anderson appointed Andrew Kampiziones to serve on the Florence County Cultural Commission representing Council District 9, with the appropriate expiration date.

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

COUNCIL MEETING ADJOURNED AT 1:28 P.M.

H. MORRIS ANDERSON
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

ORDINANCE NO. 31-2007/08

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And BNP Paribas Leasing Corporation And H. J. Heinz Finance Company, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

ORDINANCE NO. 32-2007/08

An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.

ORDINANCE NO. 37-2007/08

An Ordinance Authorizing And Providing For The Issuance And Sale Of A Not To Exceed \$600,000 General Obligation Bond Of Florence County, South Carolina (Windy Hill/Olanta Rural Volunteer Fire District), Series 2008, Or Such Other Appropriate Series Designation; Fixing The Form And Details Of The Bond; Authorizing The County Administrator To Determine Certain Matters Relating To The Bond; Providing For The Payment Of The Bond And Disposition Of The Proceeds Thereof; And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Third Reading - Ordinance No. 31-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And BNP Paribas Leasing Corporation And H. J. Heinz Finance Company, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 31-2007/08.
2. Provide an Alternate Directive

ATTACHMENTS:

1. Ordinance No. 31-2007/08.
2. Fee Agreement between Florence County and H.J. Heinz Finance Company and BNP Paribas Leasing Corporation.

Sponsor(s) : County Council
 First Reading/Introduction : May 1, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 15, 2008
 Second Reading : May 15, 2008
 Second Public Hearing : June 19, 2008
 Third Reading : June 19, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 31-2007/08

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, South Carolina, And BNP Paribas Leasing Corporation And H. J. Heinz Finance Company, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

WHEREAS:

1. Florence 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 Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the FILOT Act; through which powers 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 remain in the State and thus utilize and employ the manpower, products, and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; and
2. The County is authorized and empowered to provide special source revenue credits or payments ("Special Source Credits") against fee in lieu of tax payments pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "SSRC Act"); and
3. The County is authorized and empowered, pursuant to Title 4, Chapter 1, of the Code of Laws of South Carolina 1976, as amended, to include property upon which a project is located in a multi-county park, with the appropriate consents and approvals of a partnering county, and by separate ordinance, the County has taken action to place the Project in a multi-county park in cooperation with Williamsburg County; and
4. Pursuant to the FILOT Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 27-2007/08 dated as of May 15, 2008,

authorizing an inducement and millage rate agreement (the "Inducement Agreement") for the benefit of H. J. Heinz Finance Company ("Heinz") and BNP Paribas Leasing Corporation ("BNPPLC") (collectively the "Sponsors"), with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and

5. The Project is anticipated to result in a taxable investment of approximately \$105,000,000 and in the creation of approximately 350 new jobs within five years the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and
6. The County has determined on the basis of the information supplied to it by the Sponsors that the Project is a "project" as defined in the FILOT Act and is eligible to become "economic development property" as that term is defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and
7. Pursuant to the Inducement Agreement, the County has agreed to enter into a fee in lieu of tax agreement with the Sponsors, whereby the County would provide therein for a payment of fee in lieu of taxes by the Sponsors with respect to the Project pursuant to the FILOT Act, and provide Special Source Credits to the Sponsors with respect to the Project pursuant to the SSRC Act (collectively, the "Fee Agreement"); and
8. The Sponsors have caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes and the provision of Special Source Credits which the County proposes to execute and deliver; and
9. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

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

Section 1. It is hereby found, determined, and declared by the County Council as follows:

- (a) The Project constitutes a "project" as defined in the FILOT Act and will constitute "economic development property" as said term is referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) The terms and provision of the Inducement Agreement are hereby ratified and approved and incorporated herein and made a part hereof;

- (c) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;
- (d) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The inducement of the location of the Project within the County and the State is of paramount importance;
- (f) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the benefits of the Project are greater than the costs; and
- (g) 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 is properly classified as economic development property.

Section 2. The forms, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Sponsors and cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and the Clerk to County council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The provision of this Ordinance are hereby declared to be separable and if any section, phrase, or provisions 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 hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FEE AGREEMENT

BETWEEN

FLORENCE COUNTY, SOUTH CAROLINA

AND

H. J. HEINZ FINANCE COMPANY

AND

BNP PARIBAS LEASING CORPORATION

DATED

AS OF

JUNE 19, 2008

DRAFT

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of June 19, 2008, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and H. J. Heinz Finance Company ("Heinz"), a Delaware corporation, and BNP Paribas Leasing Corporation ("BNPPLC"), a Delaware corporation (Heinz and BNPPLC collectively "Sponsors").

WITNESSETH:

WHEREAS, the County 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 such 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 investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County, Heinz, and BNPPLC desire to enter into this Fee Agreement regarding the Project;

WHEREAS, pursuant to the Act, the County finds that (a) 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; (b) 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 its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, pursuant to a Resolution authorizing an Inducement and Millage Rate Agreement adopted on May 15, 2008 (the "Resolution"), the County committed to enter into this Fee Agreement with the Sponsors, which shall provide for payment of fees-in-lieu-of-taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on June 19, 2008 (the "Ordinance"), as an inducement to the Sponsors to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Sponsors which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the Parties hereto agree as follows:

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and Sponsors waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project may be located in a Multi-County Industrial Park and, as such, would be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision.

SECTION 1.3. *Definitions.*

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or Sponsor(s), then such amendment shall only be applicable with the prior written consent of both the County and Sponsor(s).

"Alternative Payment Method" means the schedule of Payments-in-Lieu-of-Taxes based on an alternative payment method as provided in Section 12-44-50(A)(3) of the Act, and described in Section 5.1(e) herein.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"BNPPLC" means BNP Paribas Leasing Corporation, a Party and Sponsor to this Fee Agreement.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

"Commencement Date" means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the

property tax year which is three years from the year in which the County and Sponsors have entered into this Fee Agreement.

“County Administrator” means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“County Council” means the County Council of the County.

“County” means Florence County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance, this Fee Agreement, the Inducement Agreement, and the Resolution.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Economic Development Property” shall be as defined in Section 12-44-30(6) of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” means any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated June 19, 2008, between the County and the Sponsors.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Heinz” means H. J. Heinz Finance Company, and its parents, subsidiaries, or related entities, collectively a Party and Sponsor to this Fee Agreement.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefore, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Agreement” means the Inducement and Millage Rate Agreement between the County and the Sponsors effective May 15, 2008.

“Investment Period” means the period beginning with the first day that Project property is purchased or acquired, and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension of such period as provided in Section 3.2 hereof.

"MCIP Provision" means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

"Multi-County Industrial Park" means an industrial or business park established by two or more counties acting under the provisions of the MCIP Provision.

"Ordinance" means the Ordinance adopted by the County on June 19, 2008, authorizing this Fee Agreement.

"Parties" means all signatories to this Agreement.

"Payments-in-Lieu-of-Taxes" means the payments to be made by Sponsors pursuant to Section 5.1 of this Fee Agreement.

"Project" means the Real Property and the Equipment and Improvements located on the Real Property, together with the acquisition, construction, installation, design, and engineering thereof which are eligible for inclusion as Economic Development Property under the Act and become subject to this Fee Agreement. The parties agree that Project shall consist of such property so identified by any Sponsor(s) in connection with its/their annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

"Real Property" means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

"Replacement Property" means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

"Resolution" means the Resolution of the County Council authorizing the Inducement Agreement adopted on May 15, 2008.

"Sponsors" means Heinz and BNPPLC and all entities participating in the investment in the Project whether through ownership, lease, lease-purchase or otherwise and which are or have subsequent to the date hereof become a party to this Fee Agreement, including, but not limited to, sponsor affiliates (as defined in the Act), and all successors and assigns of such entities. Any entity that shall participate as a Sponsor, must execute this Fee Agreement or an amendment thereto pursuant to the Act.

"Sponsor(s)" means one or more Sponsors.

“Stage” in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1. *Limitation of Liability.* Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including but not limited to any obligation for the payment of money, shall not be deemed to constitute a pecuniary liability or a charge against its general credit or taxing power; provided, however, that nothing herein shall prevent Sponsor(s) from enforcing its/their rights hereunder by suit for *mandamus* or specific performance.

SECTION 2.2. *Inducement.* The County and Sponsors acknowledge that pursuant to the Act, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor, among others, has induced Sponsors to enter into this Fee Agreement.

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to Sponsors.

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary on its part to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order, or regulation to which the County is now a party or by which it is bound.

(c) To the best of the County’s knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the County, wherein an unfavorable

decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in the Documents.

(d) To the best of the County's knowledge, neither the existence of the County nor the rights of any members of County Council to their offices, is being contested and none of the proceedings taken to authorize the execution, delivery, and performance of such of the Documents as require execution, delivery, and performance by the County have been repealed, revoked, amended, or rescinded.

(e) All consents, authorizations, and approvals required on the part of the County, in connection with the execution, delivery, and performance by the County of such of the Documents as require execution, delivery, and performance by the County, have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The County has determined that the Project will subserve the purposes of the Act, and has made all other findings of fact required by the Act in connection with the undertaking of the Project. Based upon representations made by Sponsor(s) to the County, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property.

No representation of the County is hereby made with regard to compliance by the Project with laws regulating (i) environmental matters pertaining to the Project, (ii) the offer or sale of any securities, or (iii) the marketability of title to any property, including the Real Property, Improvements, or Equipment.

SECTION 3.2. *Covenants by the County.* Upon receipt of written request from Sponsor(s), the County agrees to consider a request Sponsor(s) may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act, and upon granting of any such extension (if any), cooperate with Sponsor(s) in the filing with the DOR a copy of such extension within the time period required under the Act. Such extension may be provided by a resolution of County Council.

SECTION 3.3. *Representation, Warranties and Covenants of the Sponsors.* Sponsors make the following representations and warranties, and enters into the following covenants with the County:

(a) BNPPLC is a corporation duly organized and validly existing under the laws of the State of Delaware and Heinz is a corporation duly organized and validly existing under the laws of the State of Delaware. The Sponsors have full corporate power to execute the Documents to which they are a party and to fulfill their obligations described in the Documents and, by proper corporate action, have authorized the execution and delivery of the Documents to which they are a party.

(b) To the best of Sponsors' knowledge, neither the execution and delivery of the Documents to which Sponsors are a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to their knowledge, result in a material breach of any of the material terms, conditions, or provisions of any agreement, restriction, statute, law, rule, order, or regulation to which Sponsors are now a party or by which they are bound.

(c) To the best of Sponsors' knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting Sponsors wherein an unfavorable decision, ruling, or finding would materially adversely affect the Sponsors or the consummation of the transactions described in the Documents.

(d) The Documents to which the Sponsors are a party are (or, when executed, will be) legal, valid and binding obligations of the Sponsors enforceable against the Sponsors in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) In accordance with and as required by Section 12-44-40(F) of the Act, the Sponsors commit to the Project with a minimum investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000).

(f) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing Sponsors to acquire and construct the Project in the County.

(g) Each year during the term of the Fee Agreement, Sponsor(s) shall deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of the most recent annual filings made with DOR with respect to the Project, not later than thirty (30) days following delivery thereof to DOR. In addition, Sponsor(s) shall report during the Investment Period, at the same time they file the most recent filings with DOR, the number of new jobs created and maintained at the Project to the County.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Sponsors have acquired, constructed, and/or installed or made plans for the acquisition, construction, and/or installation of certain Economic Development Property which comprises the Project.

(b) Pursuant to the Act, the Sponsors and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

(c) Notwithstanding any other provision of this Fee Agreement, Sponsor(s) may place Real Property, Improvements, and/or Equipment into service at any time during the Investment Period under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* Sponsors agree to use their reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, Sponsor(s) shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or a portion of the Project as set forth in Article X, subject, however, to the clawback and reimbursement provisions of the Inducement Agreement.

SECTION 4.3. *Modifications to Project.* Sponsor(s) may make or cause to be made from time to time any additions, modifications or improvements to the Project that they may deem desirable for business purposes.

SECTION 4.4. *Representations and Covenants.* No representation of the County is hereby made with regard to the design, capabilities, or condition of the Project or compliance by the Project with laws regulating the construction or acquisition of the Project or environmental matters pertaining to the Project.

**ARTICLE V
PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF
PROPERTY; REPLACEMENT PROPERTY; FEE TERM**

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The Parties acknowledge that under the South Carolina Constitution and pursuant to the Act, the Project is exempt from *ad valorem* property taxes. However, the Sponsor(s) shall be required to make Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, Sponsor(s) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project (including, to the extent applicable, on behalf of any other Sponsors), said payments being due in the manner and payable and subject to penalty assessments prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) Sponsor(s) have agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such Project, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which this Fee Agreement is executed (which the parties understand to be 251.3 mills in effect on June 30, 2007). Subject in all events to the provisions of the Act, the fair market value estimate will be as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the fair market value must be reported at its fair

market value for ad valorem property taxes as determined by appraisal;
and

- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that Sponsor(s) are not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) Sponsor(s) shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with respect to the property tax year following the year in which Project is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of Economic Development Property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

(e) Alternative Payment Method. The County and Sponsors agree that at such time as the total investment of Economic Development Property equals or exceeds Forty-Five Million Dollars (\$45,000,000) the Payments-in-Lieu-of-Taxes will be calculated according to an alternative payment method as provided in the Act. Said Alternative Payment Method shall yield a net present value equal to the net present value of the payments calculated pursuant to paragraphs (a) – (d) above using a discount rate as defined in Section 12-44-50(A)(3) of the Act. During each of the first five (5) years in which the Alternative Payment Method is applicable, the Payments-in-Lieu-of-Taxes will be equal to one-half (1/2) of the payments that would otherwise be due if said payments were being calculated pursuant to paragraphs (a) – (d) above. During the

remainder of the term of this Fee Agreement, the annual Payments-in-Lieu-of-Taxes under the Alternative Payment Method shall be in equal amounts, the net present value of which, when combined with the net present value of the first five (5) annual payments described above, shall equal the net present value of the total payments otherwise due pursuant to paragraphs (a) – (d) above. If, during the term of Payments-in-Lieu-of-Taxes, property included in the Payments-in-Lieu-of-Taxes is disposed of, as provided in Section 5.2 of this Fee Agreement, the future schedule of payments will be recalculated to determine the amount of the remaining equal payments, taking into account the payments already made on the disposed property, such that the remaining schedule of payments, when combined with the net present value of total of payments already made, are equal to the net present value of the total payments otherwise due pursuant to paragraphs (a) – (d) above. Should additional Economic Development Property be invested during the Investment Period, the resulting Payments-in-Lieu-of-Taxes on such qualifying property shall be calculated in the same manner as herein described. Attached as Exhibit B to this Fee Agreement is an example of the alternative payment method described herein, as applied to the anticipated qualifying investments by Sponsors during the Investment Period. Exhibit B is by example only, and the actual Payments-in-Lieu-of-Taxes based on the Alternative Payment Method as described herein shall be calculated at the commencement of the term as provided in paragraph (c) above.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where Sponsor(s) in its/their sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, Sponsor(s) may remove such item (or such portion thereof as Sponsor(s) shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty, or by virtue of the exercise or threat of the power of condemnation or eminent domain, shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 9.2(c), Section 5.1(d), and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2, subject, however, at all times to the provision of Section 9.2(c) regarding the maintenance of the minimum investment required by the Act.

(b) Sponsor(s) may, in its/their sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which

is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by Sponsor(s) of its/their option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Sponsors covenant that:

(a) all rights and privileges granted to any Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the County and the Sponsors have not committed and will not knowingly commit any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located.

SECTION 6.2. *Rescission and Reversion in the Event of Termination.* In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof is subject to State, County, or other local property taxes, then, at the option of the Sponsors, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Sponsor(s) may elect.

ARTICLE VII EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Sponsors utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques, and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets, or techniques, including, but not limited to, disclosures of financial, sales, or other confidential information concerning the Sponsors' operations, would result in substantial harm to the Sponsors and could thereby have a significant detrimental impact on the Sponsors' employees

and also upon the County. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Sponsors than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Sponsor(s) may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Sponsors to any third party, the County agrees to provide the Sponsors with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Sponsors to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. Assignment. With the County's written consent, which shall not be unreasonably withheld, any or all of Sponsor(s)' interest in the Project and/or this Fee Agreement may be transferred or assigned by Sponsor or any assignee to any other entity; provided, however, that such approval is not required in connection with financing related transfers, transfers to affiliates and/or subsidiaries of Sponsor(s), or any other transfers not requiring consent of the County under the Act. No assignment, transfer, or sublease shall affect or reduce any of the obligations of Sponsor(s) hereunder, which shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, except that Sponsor(s) shall be released from its/their obligations hereunder upon the written consent of, and release by the County, which shall not be unreasonably withheld. Sponsor(s) shall give the County prior written notice of any such proposed assignment, transfer, or sublease and provide the County a copy of any such sublease, assignment, or transfer. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as Sponsor(s) may reasonably request.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

SECTION 9.1. Events of Default Defined. The occurrence of any one or more of the following events shall be an "Event of Default" on behalf of a Sponsor under this Fee Agreement:

(a) If Sponsor(s) shall fail to make any Payments-in-Lieu-of-Taxes or any other amount required under this Fee Agreement after written notice of such default has been given and such default continues for a period of 60 days; or

(b) If Sponsor(s) shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by Sponsor(s) (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 60 days after written notice of default has been given to Sponsor(s) by the County; provided if by reason of "*force majeure*," as hereinafter defined, Sponsor(s) is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 60 days to cure such default and Sponsor(s) is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If Sponsor(s) shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself/themselves under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Sponsor(s) or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing to their inability to pay their debts generally as they become due; or

(d) If a petition shall be filed or a case shall be commenced against Sponsor(s) seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive), or if any trustee, receiver, or liquidator of Sponsor(s) or of all or any substantial part of its/their properties or of the Project shall be appointed without the consent or acquiescence of Sponsor(s) and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive).

SECTION 9.2. Remedies on Default by Sponsor(s); Failure to Maintain Minimum Investment Required by the Act.

(a) Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement. Although the Parties acknowledge that the Project is exempt from *ad valorem* property taxes, there shall be a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act, and the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

(b) The County's right to receive Payments-in-Lieu-of-Taxes hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of S.C. Code Ann. (1976), as amended. In the event Sponsor(s) should fail to make any of the payments required in this Fee Agreement, the item or installment so in default shall continue as an obligation of that Sponsor(s) until the amount in default shall have been fully paid, and, in the case of the Payments-in-Lieu of Taxes, subject to the penalties provided by law until paid.

(c) In the event Sponsor(s) fail to reach or maintain the minimum investment required by the Act Two Million Five Hundred Thousand Dollars (\$2,500,000), this Fee Agreement shall terminate and Sponsor(s) shall pay the County all amounts due pursuant to the Act as a result of such failure, if any. If the Sponsors fail to meet a total minimum investment level of Ten Million Dollars (\$10,000,000) (without regard to depreciation) in the time period allowed under the Act (five years), or fail to maintain such \$10,000,000 investment after such five year period, and provided that at such time any Sponsor participating in the Project does not individually have an investment level of \$2,500,000, then such Sponsor's Payments-in-Lieu-of-Taxes arrangement shall terminate and that Sponsor (but not any other Sponsor) shall pay the County an additional amount equal (if any) to that Sponsor's total savings from the time the first Payments-in-Lieu-of-Taxes was made to that point (that is, the difference between the fee amount paid by that Sponsor and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions). In no event shall the Payments-in-Lieu-of-Taxes terminate with respect to any Sponsor as long as such Sponsor maintains a minimum investment of \$2,500,000 (without regard to depreciation).

(d) Sponsors acknowledge that they have projected certain investment levels and job creation requirements in connection with the Project as more particularly described in the Inducement Agreement. A failure to reach such commitments shall entitle the County to the remedy provided in the Inducement Agreement, which shall be the County's sole and exclusive remedy for Sponsor(s)' failure to reach such commitments. Therefore, a failure to reach such investment levels and job creation levels shall not in itself give the County the right to terminate this Fee Agreement.

SECTION 9.3. *Default by County and Sponsor(s)' Remedies.* In the event the County fails to observe or perform any covenant, condition, or agreement required to be performed or observed by the County under the Documents and this Fee Agreement, Sponsor(s) may bring such actions against the County as are available to it/them at law or in equity.

SECTION 9.4. *No Remedy Exclusive.* Except as expressly otherwise provided herein, no remedy herein conferred upon or reserved to the County or Sponsors is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power 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 9.5. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant, or agreement contained in this Fee Agreement should be breached by Sponsor(s) or the County and thereafter waived by the other Party/Parties to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 9.6. *Certain Sponsor(s) Obligations to Survive Termination.* No termination or expiration of the term of this Agreement shall relieve Sponsor(s) of their liability and obligations to make the payments due and payable under this Fee Agreement, all of which shall survive any such termination.

ARTICLE X SPONSOR(S) OPTION TO TERMINATE

SECTION 10.1. *Sponsor(s) Option to Terminate.* From time to time (including, without limitation, any time during which there may be subsisting an Event of Default), and at any time upon at least 30 days notice, Sponsor(s) may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, Sponsor(s) will become liable for *ad valorem* property taxes on the Project or such portion thereof, prospectively only.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. *Leased Equipment.* The Parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by a Sponsor from any other Sponsor(s) under any form of lease, then such personal property shall, at the election of that Sponsor, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, subject, at all times, to the requirements of such applicable law. The Parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

SECTION 11.2. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to Sponsors:

H. J. Heinz Company
One PPG Place, Suite 3100
Pittsburgh, Pennsylvania 15222
Attn: Theodore N. Bobby, Executive Vice President and General Council
Facsimile: (412) 456-6102

With a copy to:

Turner Padgett
P.O. Box 5478
Florence, S.C. 29502
Attention: Arthur E. Justice, Jr., Esq.
Facsimile: (843) 413-5819

If to the County:

Florence County, South Carolina
180 North Irby Street
Florence, South Carolina 29501
Attention: County Administrator
Facsimile: (843) 665-3035

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.3. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

SECTION 11.4. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the Parties hereby agree that except as the final judicial decision may otherwise require, Sponsor(s) shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to Sponsor(s) hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including, but not limited to, Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If Sponsor's fiscal year changes in the future so as to cause a change in that Sponsor's property tax year, the Sponsor shall notify the County in writing, and the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes, and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered, or terminated without the written consent of the County and the Sponsors. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts. Any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.10. *Further Assurance.* From time to time, the County agrees to execute and deliver to Sponsor(s) such additional instruments as Sponsor(s) may reasonably request to effectuate the purposes of this Fee Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, and H. J. HEINZ FINANCE COMPANY and BNP PARIBAS LEASING CORPORATION, pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

FLORENCE COUNTY, SOUTH CAROLINA

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

ATTEST:

Clerk to County Council

[Other Signature Pages Appear on Other Pages]

DRAFT

H. J. Heinz Finance Company

By: _____
Name: _____
Title: _____

[Other Signature Pages Appear on Other Pages]

DRAFT

BNP Paribas Leasing Corporation

By: _____
Name: _____
Title: _____

[End of Signature Pages]

DRAFT

All that certain piece, parcel or tract of land situate, lying and being in Florence County, South Carolina, containing 47.56 acres, more or less, as shown on that certain Plat of 47.56 Acres Located in the Pee Dee Regional Commerce Center, Florence County, South Carolina, surveyed for Facility Program Management Inc., prepared by Nesbitt Surveying Co., Inc., dated February 1, 2008, and having the following metes and bounds, to wit:

Beginning at an iron pin found, $\frac{3}{4}$ " open, being the southwest corner of property now or formerly of Pee Dee Electric Cooperative (TM# 236-01-015) and the southeast corner of the subject property, the POINT OF BEGINNING, Thence turning and running in a clockwise direction along the unimproved right-of-way of Florence Harlee Blvd S73°10'52"W for a distance of 111.12 feet to iron pin (#4 rebar); thence turning and running along the improved right-of-way of Florence Harlee Blvd for the following bearings and distances: along an arc of a circle (Radius, 125.00', Length 403.00') the chord of which runs S87°04'46"W for a distance of 249.79 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 75.00', Length 102.71') the chord of which runs S33°56'58"W for a distance of 94.87 feet to an iron pin (#4 rebar); thence turning and running S73°10'52"W for a distance of 456.29 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 1465.00', Length 175.28') the chord of which runs S76°36'31"W for a distance of 175.18 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 75.00', Length 73.86') the chord of which runs N71°45'08"W for a distance of 70.91 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 125.00', Length 218.55') the chord of which runs S86°22'21"W for a distance of 191.75 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 75.00', Length 73.86') the chord of which runs S64°29'50"W for a distance of 70.91 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 1465.00', Length 625.90') the chord of which runs N75°03'07"W for a distance of 621.15 feet to an iron pin (#4 rebar); thence along an arc of a circle (Radius, 75.00', Length 121.60') the chord of which runs N16°21'51"W for a distance of 108.71 feet to an iron pin (#4 rebar); thence turning and running along the right-of-way of General William W. Dr. for the following bearings and distances: N 30°05'04"E for a distance of 940.48 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 1033.00', Length 413.25') the chord of which runs N18°37'26"E for a distance of 410.50 feet to an iron pin found; thence turning and running along property now or formerly of Florence County (Tract P2, TM# 236-01-016) for the following bearings and distances: S78°56'46"E for a distance of 13.01 feet to an iron pin found, $\frac{3}{4}$ " open; thence turning and running S78°56'46"E for a distance of 1334.40 feet to an iron pin (#4 rebar); thence turning and running along property now or formerly of Pee Dee Electricom, Inc., Common Area "G" (remainder of TM# 236-01-001) for the following bearings and distances: S17°40'45"W for a distance of 303.38 feet to an iron pin (#4 rebar); thence turning and running S17°36'16"E for a distance of 176.66 feet to an iron pin found, $\frac{3}{4}$ " open; thence turning and running along property now or formerly of Pee Dee Electric Cooperative (TM# 236-01-015) S17°36'16"E for a distance of 491.55 feet to the POINT OF BEGINNING.; be all measurements a little more or less.

Exhibit A to Fee Agreement

Year	Accumulated Value	Assessment Rate	Assessed Value	Scenario 1 - Regular Payments	Scenario 2 - Half Payments First 5 Years
2010	\$96,920,088	6.0%	\$5,816,205	\$1,561,294	\$780,647
2011	\$90,364,329	6.0%	\$5,421,860	\$1,462,446	\$731,223
2012	\$83,808,570	6.0%	\$5,028,514	\$1,363,598	\$681,799
2013	\$77,252,811	6.0%	\$4,635,169	\$1,264,751	\$632,375
2014	\$70,697,052	6.0%	\$4,241,823	\$1,165,903	\$582,951
2015	\$64,141,292	6.0%	\$3,848,478	\$1,067,055	\$1,165,652
2016	\$57,585,533	6.0%	\$3,455,132	\$968,208	\$1,165,652
2017	\$51,029,774	6.0%	\$3,061,786	\$869,360	\$1,165,652
2018	\$49,837,818	6.0%	\$2,990,269	\$770,512	\$1,165,652
2019	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2020	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2021	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2022	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2023	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2024	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2025	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2026	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2027	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2028	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
2029	\$49,837,818	6.0%	\$2,990,269	\$752,540	\$1,165,652
TOTAL				\$18,771,064	\$20,893,781
Millage Rate	25.13%		NPV	\$12,835,216	\$12,835,216
			NPV Rate	4.68%	Current 20 Year US Treasury Rate, as of 6/08/08

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Third Reading - Ordinance No. 32-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 32-2007/08.
2. Provide an Alternate Directive

ATTACHMENTS:

1. Ordinance No. 32-2007/08.
2. Second Amendment to Agreement for Development for Joint County Industrial Park between Florence and Williamsburg Counties.

Sponsor(s) : County Council
 First Reading : May 1, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 15, 2008
 Second Reading : May 15, 2008
 Second Public Hearing : June 19, 2008
 Third Reading : June 19, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 32-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County ("Florence") and Williamsburg County ("Williamsburg"), South Carolina, are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and
2. In order to promote the economic welfare of the citizens of both Williamsburg and Florence, by providing employment and other benefits to the citizens of Williamsburg and Florence, Williamsburg and Florence agreed to develop jointly an industrial and business park (the "Park") as provided in Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and
3. In furtherance of the above, Williamsburg and Florence executed an Agreement for Development of Joint County Industrial and Business Park dated as of December 1, 1998, as amended (the "Agreement"); and
4. The Agreement, by its terms, contemplates the expansion of the Park by inclusion of additional parcels within the Park or the reduction of the Park by the exclusion of parcels that are a part of the Park from time to time; and
5. Williamsburg and Florence desire to amend the Agreement to expand the Park and include an additional parcel that has been designated as an industrial site in Florence County.

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

1. The Agreement is hereby amended to expand the Park premises that are located in Florence County to include within the Park the property described in Exhibit A-2 to Second Amended MCP Agreement attached hereto.

2. The Chairman of the Florence County Council is hereby authorized to execute and deliver on behalf of Florence County an Amendment to Agreement for Development of Joint County Industrial and Business Park in substantially the form attached hereto as Exhibit A.
3. This Ordinance shall be effective immediately upon adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

SECOND AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

This Second Amendment to Agreement for Development for Joint Industrial Park dated December 1, 1998, between Florence County, South Carolina ("Florence County") and Williamsburg County, South Carolina ("Williamsburg County"), each a body politic and political subdivisions of the State of South Carolina (collectively the "Counties").

WITNESSETH:

WHEREAS, under the authorization of the Counties pursuant to Article VIII, Section 13 of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended (the "Code"), specifically Section 4-1-170 thereof; and, pursuant to that certain Agreement for Development for Joint County Industrial Park (the "Agreement") dated as of December 1, 1998, the Counties agreed to develop a multi-county industrial or business park (the "Park"), a portion of which is located in Florence County as described in Exhibit A to that Agreement (the "Florence Property"), and a portion of which is located in Williamsburg County as described in Exhibit B to that Agreement (the "Williamsburg Property"); and

WHEREAS, an Amendment to Agreement for Development for Joint County Industrial Park (the "First Amendment to Agreement") dated September 28, 2006, amended Exhibit A to the Agreement by adding additional property as described in Exhibit A-1 to the First Amendment to Agreement enlarged the boundaries of the Park; and

WHEREAS, pursuant to Ordinance No. 32-2007/08 adopted by Florence County Council on June 19, 2008, and Ordinance No. 2008-002 adopted by Williamsburg County Council on May 28, 2008 (collectively, the "Enabling Ordinances"), the Counties have determined that it is in the best interest of the Counties to enlarge the boundaries of the Park as authorized by Section 3 of the Agreement in order to promote economic development and thus provide additional employment opportunities within said Counties.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Exhibit A to the Agreement which describes the boundaries of the Park with regard to the Florence Property, is amended by adding additional property described on Exhibit A-2 attached hereto.

Section 2. The Agreement as to the property set forth in Exhibit A-2 attached hereto, may not be terminated by either Party for a period of twenty (20) years following the effective date of this Amendment.

Section 3. Except as expressly amended or modified herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Second Amendment to Agreement for Development for Joint County Industrial Park to be effective as of June 19, 2008.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Florence County Council

ATTEST:

By: _____
Clerk to County Council
Florence County, South Carolina


WILLIAMSBURG COUNTY, SOUTH CAROLINA

(SEAL)



Chairman, Williamsburg County Council

ATTEST:

By: 

Clerk to County Council
Williamsburg County, South Carolina

DRAFT

All that certain piece, parcel or tract of land situate, lying and being in Florence County, South Carolina, containing 47.56 acres, more or less, as shown on that certain Plat of 47.56 Acres Located in the Pee Dee Regional Commerce Center, Florence County, South Carolina, surveyed for Facility Program Management Inc., prepared by Nesbitt Surveying Co., Inc., dated February 1, 2008, and having the following metes and bounds, to wit:

Beginning at an iron pin found, $\frac{3}{4}$ " open, being the southwest corner of property now or formerly of Pee Dee Electric Cooperative (TM# 236-01-015) and the southeast corner of the subject property, the POINT OF BEGINNING, Thence turning and running in a clockwise direction along the unimproved right-of-way of Florence Harlee Blvd S73°10'52"W for a distance of 111.12 feet to iron pin (#4 rebar); thence turning and running along the improved right-of-way of Florence Harlee Blvd for the following bearings and distances: along an arc of a circle (Radius, 125.00', Length 403.00') the chord of which runs S87°04'46"W for a distance of 249.79 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 75.00', Length 102.71') the chord of which runs S33°56'58"W for a distance of 94.87 feet to an iron pin (#4 rebar); thence turning and running S73°10'52"W for a distance of 456.29 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 1465.00', Length 175.28') the chord of which runs S76°36'31"W for a distance of 175.18 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 75.00', Length 73.86') the chord of which runs N71°45'08"W for a distance of 70.91 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 125.00', Length 218.55') the chord of which runs S86°22'21"W for a distance of 191.75 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 75.00', Length 73.86') the chord of which runs S64°29'50"W for a distance of 70.91 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 1465.00', Length 625.90') the chord of which runs N75°03'07"W for a distance of 621.15 feet to an iron pin (#4 rebar); thence along an arc of a circle (Radius, 75.00', Length 121.60') the chord of which runs N16°21'51"W for a distance of 108.71 feet to an iron pin (#4 rebar); thence turning and running along the right-of-way of General William W. Dr. for the following bearings and distances: N 30°05'04"E for a distance of 940.48 feet to an iron pin (#4 rebar); thence turning and running along an arc of a circle (Radius, 1033.00', Length 413.25') the chord of which runs N18°37'26"E for a distance of 410.50 feet to an iron pin found; thence turning and running along property now or formerly of Florence County (Tract P2, TM# 236-01-016) for the following bearings and distances: S78°56'46"E for a distance of 13.01 feet to an iron pin found, $\frac{3}{4}$ " open; thence turning and running S78°56'46"E for a distance of 1334.40 feet to an iron pin (#4 rebar); thence turning and running along property now or formerly of Pee Dee Electricom, Inc., Common Area "G" (remainder of TM# 236-01-001) for the following bearings and distances: S17°40'45"W for a distance of 303.38 feet to an iron pin (#4 rebar); thence turning and running S17°36'16"E for a distance of 176.66 feet to an iron pin found, $\frac{3}{4}$ " open; thence turning and running along property now or formerly of Pee Dee Electric Cooperative (TM# 236-01-015) S17°36'16"E for a distance of 491.55 feet to the POINT OF BEGINNING.; be all measurements a little more or less.

Exhibit A-2 to MCP Agreement and Second Amended MCP Agreement

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, June 19, 2008

AGENDA ITEM: Ordinance No.33-2007/08
Third Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By Pinewood Village Located On Second Loop Road, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31 Consisting of 7.28 Acres.]

POINTS TO CONSIDER:

1. The property is located in Council District 8.
2. The property is currently vacant.
3. All of the properties are currently zoned RU-1, Rural Community District.
4. The applicants wish to rezone the properties to B-3, General Commercial District.
5. The property is surrounded by commercial properties and some residentially-developed properties.
6. This property is designated in a High Intensity Economic Corridor area according to the Comprehensive Plan.
7. This request does comply with the Comprehensive Plan.

OPTIONS:

1. *(Recommended)* Approval of Ordinance No. 33-2007/08 To Rezone Properties Owned By Pinewood Village Located On Second Loop Road, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31 Consisting of 7.28 Acres.
(Planning Commission approved 8-0 – [1 recusal]) (Council District 8)
2. Provide An Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.33-2007/08
2. Staff report for PC#2008-25
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Consolidated Zoning Ordinance information

Sponsor(s)	: Planning Commission	
Planning Commission Consideration	: April 22, 2008	
Planning Commission Public Hearing	: April 22, 2008	I, _____,
Planning Commission Recommendation	: April 22, 2008 [Approved 8-0 (1 recusal)]	Council Clerk, certify that this
First Reading/Introduction	: May 15, 2008	Ordinance was advertised for
Committee Referral	: N/A	Public Hearing on _____.
Second Reading	: June 5, 2008	
Third Reading	: June 19, 2008	
Effective Date	: Immediately	

ORDINANCE NO. 33 -2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By Pinewood Village Located On Second Loop Road, Florence From RU-1, Rural Community District To B-3, General Commercial District Shown On Florence County Tax Map No. 90-080, Block 1, Parcel 31 Consisting Of 7.28 Acres.]

WHEREAS:

1. Article 9, Section 9.1 entitled "Intent" of the Consolidated Zoning Ordinance establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are not 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. Article 9, Section 9.5 entitled "Administrative Procedures, Action" of the Consolidated Zoning Ordinance for Florence County adopted April 1, 1999, provides a procedure for amending the Official Zoning Map of the County of Florence; and
3. The procedure has been followed by the Florence County/Municipal Planning Commission at a public hearing on April 22, 2008.

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

1. Property located on Second Loop Road bearing Tax Map 90-080, Block 1, Parcel 31 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:

 Connie Y. Haselden, Council Clerk

SIGNED:

 K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
April 22, 2008
PC#2008-25
ORDINANCE NO. 33-2007/08**

Subject: Rezoning request from RU-1, Rural Community District to B-3, General Commercial District

Location: Property located off Second Loop, Florence County

Tax Map Number: 90080, Block 1, Parcel 31

Council District(s): 8; County Council

Owner of Record: Pinewood Village

Applicant: John Blankenship

Land Area: Approximately 7.28+ acres

Existing Land Use and Zoning:

The subject property is currently vacant and zoned RU-1, Rural Community District.

Proposed Land Use and Zoning:

The proposal is to rezone the subject property to B-3, General Commercial District for retail and office use.

Surrounding Land Uses and Zoning

North: Planned Development District / PD/ City of Florence
South: Single-Family Residential /R-3 and B-3/ Florence County
East: Commercial /B-3/ Florence County
West: Commercial/B-3/ City of Florence

Florence County Comprehensive Plan:

The front portion of subject property which fronts Second Loop Road is located in a High Intensity Economic Corridor area and the rear portion of subject property is located in an Industrial Business area according to the Comprehensive Plan Land Use Map. The applicant's request to rezone property to B-3 does comply with the Comprehensive Plan.

Staff Analysis:

Access and Circulation- Present access to the property is by way of Second Loop Road that is maintained by South Carolina Department of Transportation.

Water and Sewer Availability- These services are provided by the City of Florence Public Works.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be any waterway/body of water adjacent to the property. The property is not located in a flood zone.

Background- The request is to rezone the subject properties to B-3, General Commercial District.

Traffic Review:

The rezoning of this property would have a minimal effect on traffic flow for the area

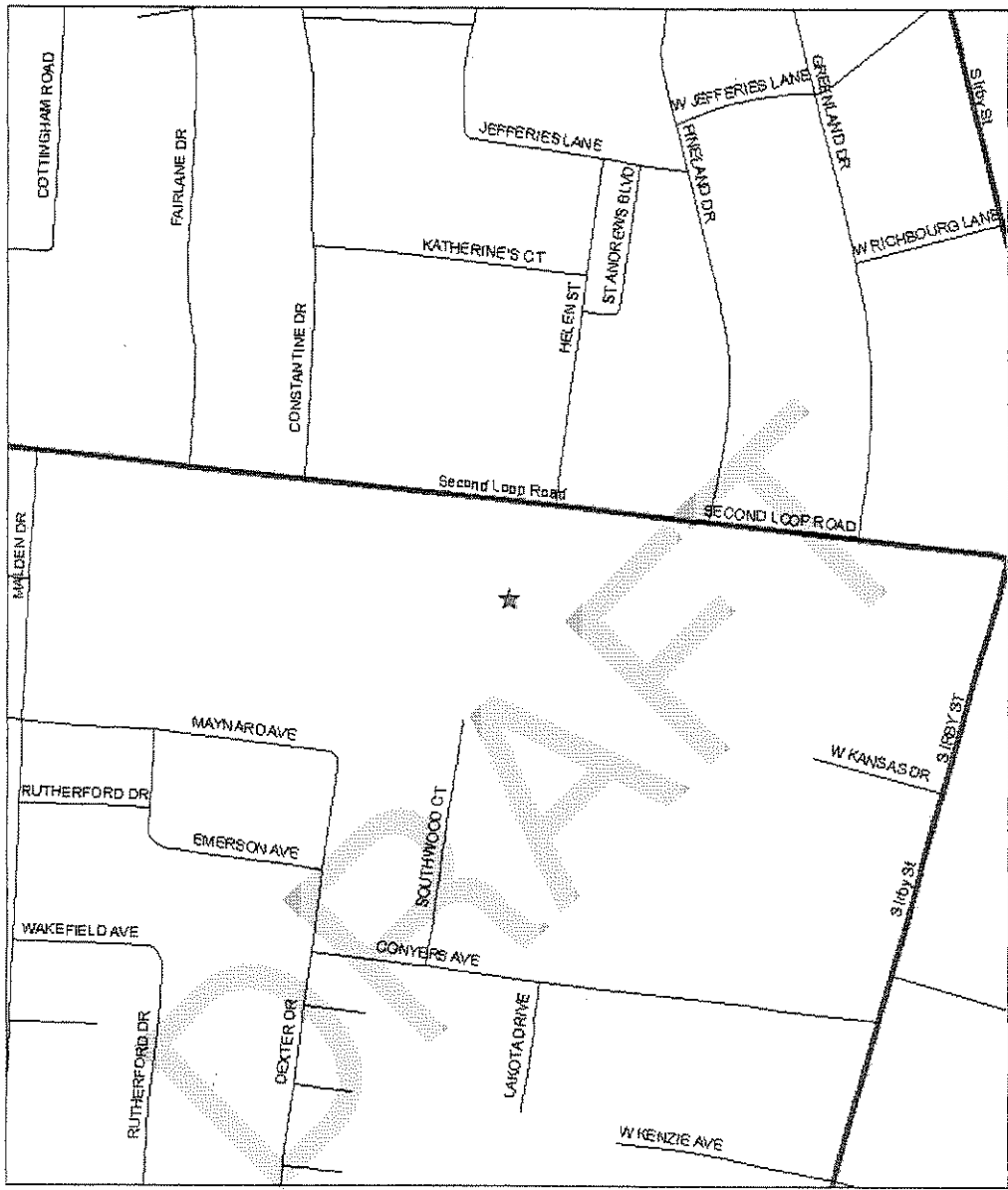
Florence County/Municipal Planning Commission Action: April 22, 2008

The nine Planning Commission members present approved the rezoning request with a vote of eight in favor and one recusal at the meeting held on April 22, 2008.

Florence County/Municipal Planning Commission Recommendation:

The Planning Commission recommends approval of this request by Florence County Council due to the rezoning request being in compliance with the Comprehensive Plan.

DRAFT



0 60 120 240 Feet

Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007



COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25

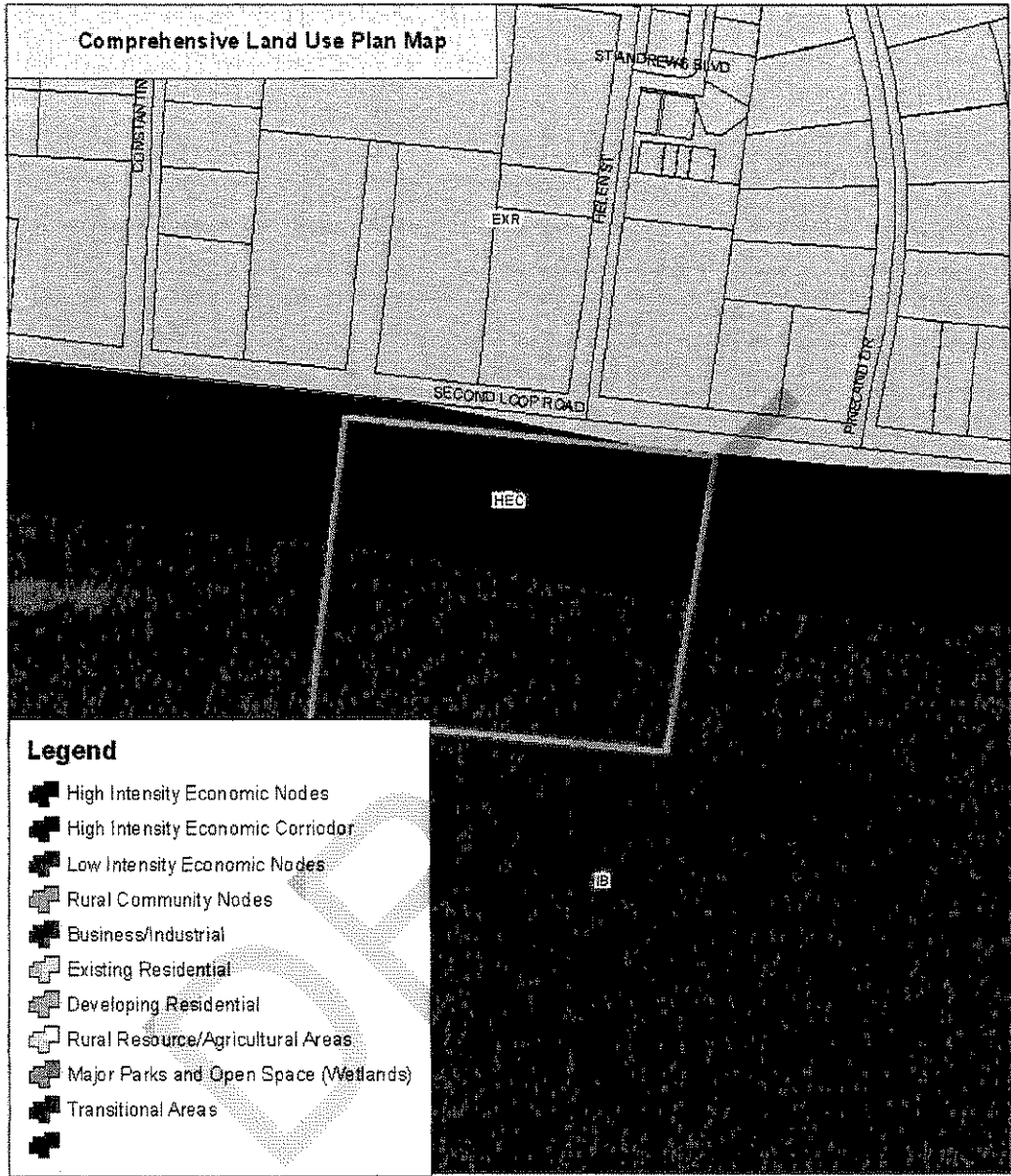


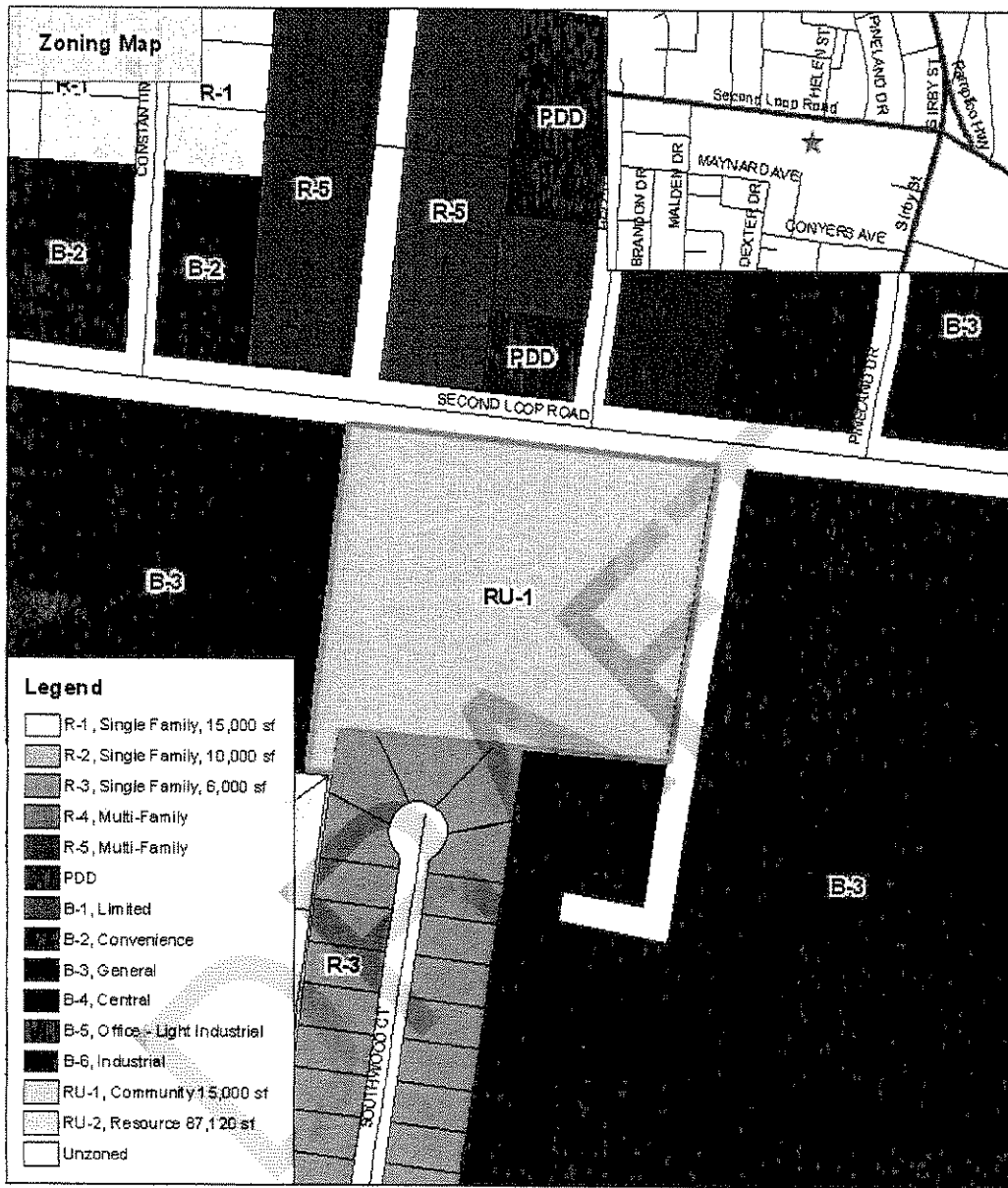
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Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25





Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 8
 PC#2008-25

Florence County 2003 Orthophotography Map



0 120 240 480 Feet



Map Prepared by: RWE
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& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 8
PC#2008-25

Comprehensive Plan Attachment:

Economic Activity Areas Industrial-Business Areas

Objective

The objective of the Industrial-Business designation is twofold, (1) to create industrial and business development opportunities and (2) to protect existing industrial and business interests from incompatible development.

Areas so designated have been determined to be suitable to such development based on soil conditions, access, and infrastructure (existing or planned).

Strategy

- ✓ Identify and map areas with industrial and business potential, and take appropriate action to reserve such areas for future development.
- ✓ Promote the development of industrial and office parks within such areas.
- ✓ Facilitate such areas for industrial and business development.
- ✓ Reduce through zoning, site design, and/or buffer requirements potential conflicts between business/ industrial uses (existing and future) and residential uses.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Create industrial and business development opportunities, and protect industrial and business interests from incompatible development	<ul style="list-style-type: none">❖ Industrial and business uses❖ Institutional uses❖ Wholesale and warehousing uses❖ Big box retail❖ Mixed-use planned development❖ Existing residential and infill of existing subdivisions	<ul style="list-style-type: none">❖ New residential subdivisions

Comprehensive Plan Attachment:

Economic Activity Areas High Intensity Economic Corridors

Objective

The objective of the high intensity development corridor concept is to support continued development and economic strengthening of designated High Intensity Corridors, and to enhance the appearance, improve the safety, and retain the carrying capacity of such corridors.

Strategy

- ✓ Enact regulations to govern the development of these corridors in a manner that:
 1. Minimizes the impact on traffic movement and the carrying capacity of such corridors,
 2. Promotes safety,
 3. Addresses appearance and alignment of buildings,
 4. Makes landscaping an integral part of all future development,
 5. Promotes street tree plantings and the greening of such corridors, and
 6. Addresses signage and the proliferation thereof.
- ✓ Limit high intensity corridor development to areas so designated, and prohibit such high intensity strip development on other streets and roads.

For the purpose of this study, high intensity use corridors are defined by two or more of the following conditions, and illustrated on the Plan Map.

1. High traffic volumes.
2. Continuous line of development, with relatively few unbroken stretches,
3. Frequent curb cuts often accessing small lots,
4. Public sewer availability, existing or planned.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Strengthen the economic vitality, enhance the appearance, and maintain the carrying capacity of such corridors	<ul style="list-style-type: none"> ❖ General retail and business uses ❖ Industrial uses ❖ Institutional uses 	<ul style="list-style-type: none"> ❖ Residential uses

CONSOLIDATED ZONING ORDINANCE ATTACHMENT

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 the larger region in which it holds a central position.

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Item for Meeting on: Thursday, June 19, 2008

AGENDA ITEM: Ordinance No. 35-2007/08
Third Reading

DEPARTMENT: Planning and Building Inspections

William N. Hoyle

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts
2. According to state law, a new Florence County/Municipal Comprehensive Plan must be developed every ten years.
3. The original passage date of the Housing Element was February 5, 1998.
4. This Element of the Plan will provide an analysis of existing housing by location, type, age, condition, ownership status and affordability in Florence County. In addition, this element also provides detailed goals for local planning decisions.

OPTIONS:

1. *(Recommended)* Approve Ordinance No. 35-2007/08 as unanimously recommended by the nine Planning Commissioners present at the April 22, 2008 meeting.
2. Provide an Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 35-2007/08
2. Resolution for PC#2008-24
3. Staff Report for PC#2008-24
4. Proposed Housing Element

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: April 22, 2008 [Approved 9- 0]	Council Clerk, certify that this
Planning Commission Public Hearing	: April 22, 2008	Ordinance was advertised for
Planning Commission Recommendation	: April 22, 2008	Public Hearing on _____.
First Reading/Introduction	: May 15, 2008	
Committee Referral	:	
Second Reading	: June 5, 2008	
County Council Public Hearing	: June 5, 2008	
Third Reading	: June 19, 2008	
Effective Date	: Immediately	

ORDINANCE NO. 35-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

1. The Florence County/Municipal Comprehensive Plan Housing Element attached hereto, is hereby adopted and implemented, and supersedes all other versions of this Element which were adopted previously.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

RESOLUTION FOR PC#2008-24
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION

(A Resolution Recommending The Updated Housing Element Of The Comprehensive Plan)

WHEREAS:

1. According to state law, a new Florence County/Municipal Comprehensive Plan must be developed every ten years; and
2. The fourth element to be adopted according to the ten-year schedule is the Housing Element; and
3. The Planning Commission advertised for and held a workshop on March 13, 2008; and
4. Following the passage of this resolution by the majority of the entire membership of the Planning Commission, the Housing Element must be adopted by ordinance after public hearings by the governing bodies of all participating jurisdictions.

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

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

ATTEST:

Angela Thomas
Angela Thomas, Secretary

SIGNED:

Glynn F. Willis
Glynn Willis, Chairman

COMMISSION VOTE: 9-0

OPPOSED: None

ABSENT: D. Floyd

L. Fred

K. Lowery

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
April 22, 2008
PC#2008-24 (All Participating Jurisdictions)**

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

Staff Analysis:

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

The fourth element to be adopted in accordance with this calendar to meet the ten-year requirement is the Housing Element. The Planning Commission advertised for and held a workshop on March 13, 2008 to discuss this issue.

Element Information:

The Housing Element details an analysis of existing housing by location, type, age, condition, ownership status and affordability in Florence County. In addition, this element also includes projections of future housing needs to accommodate a growing population, which is an essential tool in land use planning.

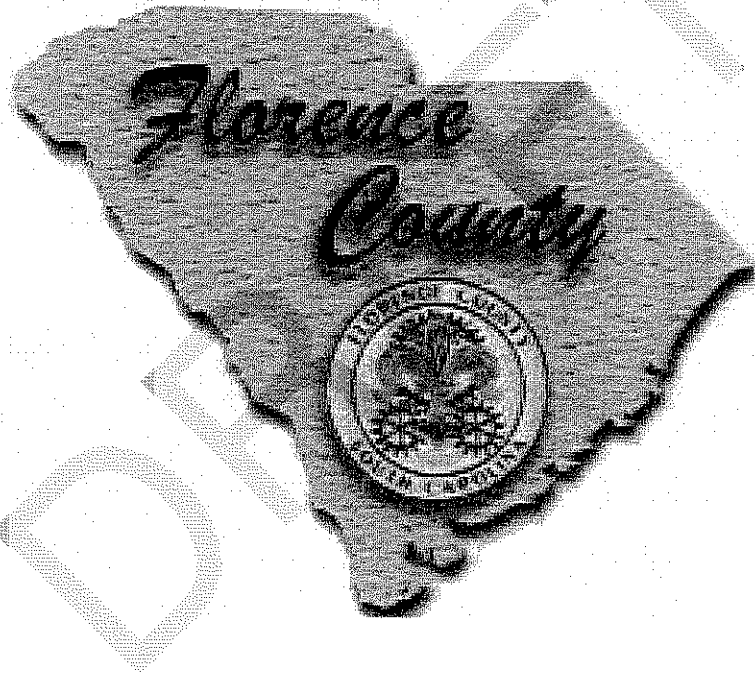
Following the passage of a resolution by the majority of the entire membership of the Planning Commission, the Housing Element must be adopted by the governing bodies of all participating jurisdictions. The councils of the appropriate jurisdictions must also hold public hearings on this element before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

Attachments:

Copies of the following are attached:

1. Proposed Housing Element
2. Resolution of Recommendation

HOUSING ELEMENT



FLORENCE COUNTY/MUNICIPAL COMPREHENSIVE PLAN



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EXECUTIVE SUMMARY

In order to fully describe the housing in Florence County and develop a vision of direction, this element includes an analysis of existing housing and a projection of future needs. This element considers location, type, age, condition, ownership status and affordability. In addition, this element includes projections of future housing needs that reflect a growing population.

Variations in housing demand and conditions can be affected by changes in both the overall population of the County and the income of that population. While both are related to the economic growth of the area, income levels can influence housing availability in addition to the type and location of housing. As Florence County has become more recognized in its role as the economic, industrial, and urban hub of the Pee Dee region, housing may experience even greater changes.

Moreover, Florence County has nine incorporated municipalities (Coward, City of Florence, Johnsonville, Lake City, Olanta, Pamplico, Quinby, Scranton and Timmonsville) as well as many other communities throughout a large, unincorporated area. The goal of this Element is to identify the housing associated with these communities and identify aspects of the County that may be impacted through planning efforts.

The Housing Element is divided into six sections, including this introduction. The remaining sections are:

- Housing Types
- Housing Location
- Housing Age and Conditions
- Housing Ownership and Utilization
- Housing Cost and Affordability

The information in the Housing Element is a statement of current conditions and an analysis of that information. It will help to show where County growth is projected and the type of housing that will be necessary to satisfy the needs of the future population. This document will be used as the basis for better planning in the future.

SUMMARY OF HOUSING STATUS

The composition and demographics of Florence County households provide information related to community needs and services. Florence County had 51,836 total housing units according to the 2000 Census, 47,147 (91%) of which were occupied. For the same year, South Carolina had 1,753,670 housing units, 87.5% were occupied. The 2000 Census estimates the average number of persons per household in Florence County at 2.6 persons, down from 2.8 in 1990.

The urban areas of Florence County tend to have relatively higher percentages of their housing stock in the form of multi-family attached units. Also, in parts of the County, the multi-family housing units combined with the mobile home housing units make up over thirty six percent (36%) of the total housing units.



Housing ownership is generally higher in the rural areas than in the urban areas.

Counties such as Lee and Clarendon, have a relatively lower percentage of owner-occupied housing units and dominant rural population. This analysis offers possible indication of community stress using available housing data.

In contrast, Florence, Marlboro, Dillon and Sumter counties have predominantly urban populations and have a higher percentage of renter-occupied housing.

The average cost for newly constructed housing in Florence County is between \$150,498 and \$163,134 for a 1,800 square foot home. The fair market rental rate for a two-bedroom apartment in Florence County is \$484.00 per month.

Manufactured homes make up more than 22% of Florence County housing.

Housing needs in Florence County will continue to increase. According to the SC Statistical Abstract, households in the County are anticipated to increase 4.6% to 52,290 from 2005 to 2010 and 21% to 59,690 households by 2030.

Urban areas generally require more housing options than predominately rural areas. While development in parts of Florence County is expanding, other portions remain more agrarian in nature. Housing types in Florence County include single-family detached units, single-family units connected with at least one common wall, a variety of multi-family housing units where more than one family unit is connected, manufactured housing units, and a collective group of other housing arrangements, which may include campers, houseboats, railroad cars and vans. The most dominant housing type in the County is the single-family detached unit, with all municipalities reflecting at least 54% of their housing stock in this form. The 2000 U.S. Census describes these housing categories:

Single-Family Detached Units: This class of housing includes all individual units with open space on all four sides. Manufactured homes that have had one or more permanent rooms added are also included in this category. As specified in the Florence County Municipal Consolidated Zoning Ordinance, single-family, detached housing is permitted in the following zoning categories: R-1, R-2, R-3, R-4, R-5, B-1, B-2, B-3, RU-1 and RU-2.

Single-Family Attached Housing Units: This class of housing unit consists of one or more walls extending from the ground to the roof that separate the adjoining units. This would include row houses, townhouses, double houses and other one-unit housing structures attached to other structures by a common wall which extends from the ground to the roof. As specified in the Florence County Municipal Consolidated Zoning Ordinance, single-family attached housing is permitted in the following zoning categories: R-4, R-5 and RU-1.

Multi-Family Units: This class of housing includes structures containing two or more dwelling units. Condominiums, apartments, duplexes, triplexes and quadrplexes are examples of this type of unit. As specified in the Florence County Municipal Consolidated Zoning Ordinance, multi-family housing is permitted in the following zoning categories: R-5, B-3 and B-5.

Manufactured Homes: This class of housing includes manufactured homes, which do not have a permanent or site built room added to it. Advantages associated with manufactured homes include their relatively lower construction and financing cost in comparison to site built homes. Disadvantages associated with manufactured homes would be their susceptibility to wind damage and safety hazards during hurricanes and tornadoes. As specified in the Florence County Municipal Consolidated Zoning



Ordinance, individually owned manufactured homes are conditionally permitted in the following zoning categories: R-3, R-5, RU-1, and RU-2. Manufactured Home Parks are conditionally permitted only in the R-5 zoning category.

Each of the above referenced housing types are allowed in a **Planned Development District (PD)**. Any use or combination of uses meeting the objectives of Section 2.6 (PD) of the Florence County Consolidated Zoning Ordinance may be established in a PD upon review and approved amendatory action by the Council with jurisdiction. Once approved, the proposed use(s) and no others shall be permitted. Said uses shall be identified and listed on the basis of classification, i.e. retail, office, wholesale, residential multi-family, residential single-family, detached manufacturing.

As defined by the U.S. Census Bureau, a housing unit is a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy). Table 4-1 below shows housing types for South Carolina, Florence County and surrounding counties. Both occupied and vacant housing units are included in the housing unit totals.

Table 4-1 Housing Types for Florence and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS (2000)	SINGLE-FAMILY DETACHED UNITS (%)	ATTACHED UNITS				%	MOBILE HOME, TRAILER OR OTHER (%)
			SINGLE-FAMILY	TWO TO FOUR	FIVE TO NINE	TEN OR MORE		
<i>South Carolina</i>	<i>1,753,670</i>	<i>1,078,678 (61.5)</i>	<i>40,185</i>	<i>101,588</i>	<i>77,598</i>	<i>97,566</i>	<i>18.1</i>	<i>358,055 (20.4)</i>
Florence	51,836	32,226 (62.2)	815	3,038	2,175	1,684	14.9	11,858 (22.9)
Clarendon	15,303	8,301 (54.2)	103	303	245	356	6.6	5,995 (39.2)
Darlington	28,942	17,455 (60.3)	175	1,098	508	491	7.9	9,215 (31.8)
Dillon	12,679	7,273 (57.4)	175	484	246	295	9.5	4,206 (33.2)
Lee	7,670	4,406 (57.4)	86	272	136	40	7.0	2,730 (35.6)
Marion	15,143	9,236 (61.0)	261	843	200	67	9.1	4,536 (30.0)
Marlboro	11,894	7,626 (64.1)	118	795	133	116	11.5	2,906 (24.4)
Sumter	41,751	24,824 (59.5)	1,693	2,326	833	1,091	14.2	10,984 (26.3)
Williamsburg	15,552	8,629 (55.5)	213	387	182	162	6.1	5,979 (38.4)

Source: US Census Bureau, Census 2000, American FactFinder

Compared to the 1990 Census year, Florence County's total number of housing units in 2000 has increased from 43,209 to 51,836: a 16.7% increase. When compared to adjacent counties for the 2000 Census year, Florence County has the largest number in each housing type category with exception of the single-family attached units. Sumter County has the largest amount in this category and is second to Florence in each of the other housing type categories.

In addition, percentage comparisons of housing types reveal greater information regarding an area's use and composition. Table 4-1 provides housing type percentages for Florence and the adjacent counties. The attached housing units have been grouped into a single category identified as attached multi-family units.

Comparing 1990 and 2000 Census data, Florence County decreased in the single family detached category by 4%, increased in both the attached & multi-family category by 1.4%, and the mobile home or other category by 2.6%. Florence County has the highest percentage of multi-family attached units and the second highest percentage of single-family detached housing units when compared to adjacent counties for the



2000 Census year. However, Florence County has the lowest percentage of mobile home, trailer and other category.

LOCATION

Housing density in Florence County varies from rural to urban landscapes and often takes on characteristics unique to each municipality. As shown in Table 1-6 of the Population Element, Florence and Lake City have higher densities of persons per square mile than the other municipalities and a much higher density than that of the unincorporated areas as expected. Furthermore, the Town of Scranton has the third highest density among the municipalities in the County, but only reflects 3.2% of its housing in the form of multi-family attached units. Conversely, the Town has the highest percentage of units in the mobile home, trailer and other category at 40.7%.

Table 4-2 further examines rural and urban populations.

Table 4-2 2000 Urban and Rural Population Percentages

COUNTY	URBAN %	RURAL %
<i>South Carolina</i>	<i>60.5%</i>	<i>39.5%</i>
Florence	58.0%	42.0%
Clarendon	14.7%	85.3%
Darlington	45.4%	54.6%
Dillon	34.3%	65.7%
Lee	18.7%	81.3%
Marion	39.7%	60.3%
Marlboro	52.8%	47.2%
Sumter	62.1%	37.9%
Williamsburg	15.1%	84.9%

Source: SC Statistical Abstract, 2000

As shown above, Florence, Marlboro, and Sumter counties all have urban populations greater than 50%. Together with vacancy percentage in line or below the state average (data displayed later in the element) the housing demands in these urban settings are higher than rural settings.

In contrast, counties with the highest rural populations have the highest percentage of housing units in the mobile home, trailer and other category. Clarendon, Lee, and Williamsburg counties all have rural populations greater than 81%. This data could provide valuable information in regards to the use of and market conditions for housing types in the urban and rural areas.

Table 4-3 New Housing Units or Additions by Type Permitted for Florence County

YEAR	SINGLE FAMILY (%)	MULTI-FAMILY (%)	TOTAL	SINGLE FAMILY ADDITIONS
2002	467 (99.4)	3 (0.6)	470	770
2003	526 (86.2)	84 (13.8)	610	646
2004	580 (94.6)	88 (5.4)	668	516
2005	633 (100)	0 (0)	633	368
2006	557 (84.8)	100 (15.2)	657	345

Source: Florence County Building Department



The total number of building permits issued for Florence County from 2002 through 2006 was 2,983. The observed patterns shown above indicate that single-family residential homes comprised the vast majority of building permits issued. Each year at least 84% of the total permits issued were for single-family residential. Until 2004, declining single family home additions outnumbered the new single family homes permitted. The number of multi-family housing unit permits issued is relatively low when compared to the single-family residential permits and fails to display a significant trend.

As most of the homes constructed in the recent past are single-family homes, looking at the income level of Florence County may provide insight. The income level may impact demand for particular type housing units in the County. The median family income levels for Florence County and adjacent counties are shown below in Table 4-4.

Table 4-4 Median Family Income for Florence and Adjacent Counties

COUNTY	MEDIAN FAMILY INCOME (1989)	MEDIAN FAMILY INCOME (1999)	% CHANGE 1989-1999	STATE RANKING (1999)
<i>South Carolina</i>	\$ 30,797	\$ 44,227	+43.6	14*
Florence	\$ 28,718	\$ 41,274	+44.8	19
Sumter	\$ 25,683	\$ 38,970	+48.6	24
Darlington	\$ 26,754	\$ 37,662	+37.3	31
Clarendon	\$ 21,207	\$ 33,951	+53.8	39
Lee	\$ 22,201	\$ 34,209	+48.1	40
Dillon	\$ 22,144	\$ 32,690	+45.0	41
Marlboro	\$ 22,231	\$ 32,019	+47.2	42
Marion	\$ 21,873	\$ 32,932	+48.8	43
Williamsburg	\$ 21,985	\$ 30,379	+31.5	44

Source: SC Statistical Abstract, 2005

* figurative State rank among county incomes

As discussed in the Population Element, Florence County has the highest median family income in the Pee Dee region and ranks 19th out of the 46 South Carolina counties showing a 44.8% increase in the median family income reported by the South Carolina Statistical Abstract from 1989 to 1999. However, the County falls five ranks behind the State average. Concomitant to the relation to the state average, construction numbers reflecting a high number of single-family homes is not unexpected and reviewing home ownership rates in the next section may support this finding.

While there has been steady construction of new housing units (Table 4-3), there has been a decrease in the number of manufactured homes registered each year. As shown in Table 4-5 below, the most recent data shows an overall decreasing trend with the greatest decrease of 20.4% between 2005 to 2006 values.

Table 4-5 Newly Registered Manufactured Homes in Florence County

YEAR	NUMBER OF MANUFACTURED HOMES	CHANGE FROM PREVIOUS YEAR
2002	1,421	---
2003	1,240	-12.7%
2004	1,075	-13.3%
2005	1,005	-6.5%
2006	800	-20.4%

Source: Florence County Tax Assessor's Office



The registration level of these units in the County for the years 2002 through 2006 indicates an average manufactured homes' volume of about 1,108 per year over this period. However, this only accounts for new registrations. Moving permits are also issued for mobile homes each year with some relocating in other parts of the County by current owners or sold and relocated. In addition, some mobile homes will be relocated outside of the County and the totals in table 4-7 do not include these homes. Overall, the Florence County Tax Assessor's Office estimates that there was approximately 11,492 manufactured home units registered in the County as of the end of the 2006 calendar year. This is a decrease of 285 from the 1996 calendar year.

However, when looking at manufactured housing as a percentage of total housing (Table 4-6), the figures show that over one fifth of the homes in Florence County according to the South Carolina Statistical Abstract are manufactured or mobile homes (2000). The table also shows the number of manufactured homes in the State and its lower percentage of manufactured homes compared to Florence County.

Table 4-6 2000 Census Reported Manufactured Home Numbers

	TOTAL HOUSING (2000)	NUMBER OF MANUFACTURED HOMES (%)
Florence County	51,836	11,843 (22.8)
South Carolina	1,753,670	355,499 (20.3)

Source: SC Statistical Abstract, 2000

Manufactured homes are not included in the permitted housing count because they are not site-built units and do not require a building permit. Florence County has regulations that address the set-up, lot size, density, and other requirements in the placement of manufactured homes in manufactured home parks and on individual lots. In addition, all homes must be installed in accordance with the installation requirements of the South Carolina Manufactured Housing Board and the Florence County/Municipal Consolidated Zoning Ordinance.

While looking at housing types is vital at a county level, it is also important to identify where various housing types are located throughout the county. The Land Use Element of this Comprehensive Plan focuses further on geographic distribution of various housing opportunities.

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Table 4-7 gives the total and percentage of housing types found in Florence County, within the municipalities, in unincorporated Florence County and South Carolina. In addition, the values and percentages across these types may be compared.

Table 4-7 Housing Types for Florence County

LOCATION	TOTAL HOUSING UNITS (2000)	SINGLE-FAMILY DETACHED UNITS (%)	ATTACHED UNITS				MOBILE HOME, TRAILER OR OTHER	
			SINGLE FAMILY	TWO TO FOUR	FIVE TO NINE	TEN OR MORE		%
South Carolina	1,753,670	1,078,678 (61.5)	40,185	101,588	77,598	97,566	18.1	358,055 (20.4)
Florence County	51,836	32,266 (62.2)	815	3,038	2,175	1,684	14.9	11,858 (22.9)
Unincorporated Florence	32,745	18,803 (57.4)	279	1,114	1,148	743	10.0	10,658 (32.5)
Coward	246	134 (54.5)	0	11	2	0	5.3	99 (40.2)
(City of) Florence	13,075	9,159 (70.0)	327	1,438	942	923	27.8	286 (2.2)
Johnsonville	608	472 (77.6)	10	22	19	1	8.6	84 (13.8)
Lake City	2,769	1,999 (72.2)	156	319	25	11	18.5	259 (9.4)
Olanta	223	191 (85.7)	3	3	0	0	2.7	26 (11.7)
Pamplico	454	343 (75.6)	5	37	6	2	11.0	61 (13.4)
Quinby	372	352 (94.6)	2	4	4	0	2.7	10 (2.7)
Scranton	344	193 (56.1)	3	5	3	0	3.2	140 (40.7)
Timmonsville	1,000	620 (62.0)	30	85	26	4	14.5	235 (23.5)

Source: US Census Bureau, 2000, American FactFinder

A variety of housing types are available to meet the specific needs of individual households and incomes with the majority of all areas represented having at least one form of each of the housing types. Notably, Florence County has the highest number of each housing type, whereas the Town of Olanta has the fewest number of multi-family attached units. Furthermore, Quinby has the fewest number of housing units in the mobile homes, trailer and other (including boat, RV and van) category.

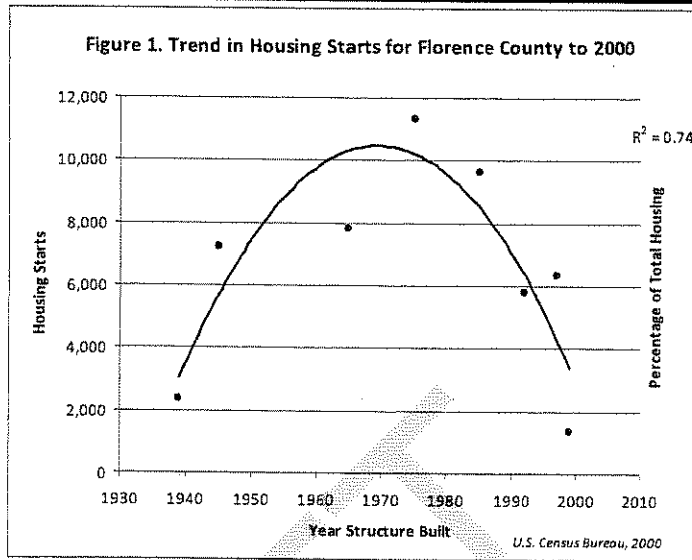
The information in Table 4-7 shows single-family detached housing to be the most predominant among all of the municipalities in the County, each above 50%. However, the multi-family attached units and the manufactured homes appear to be popular housing options in many parts of the County with only the City of Johnsonville, and Towns of Olanta and Quinby containing less than 20% of these housing types. This observation may represent segments of the County's population with needs or conditions that make manufactured homes and apartments more practical or realistic housing options.

HOUSING AGE AND CONDITONS

The condition and age of the County's housing units are crucial factors in analyzing baseline housing issues. We assume the standard life of a housing unit to be approximately 50 years with standard maintenance on the structure. However, demolition permits make up less than 1% of the total housing stock in a worse case scenario, so for the purpose of this Element, a 1% loss rate per year is assumed to occur. A better understanding of housing longevity will increase with time, but with a lack of historic values in the decrease of existing housing the previous assumptions will be used as the baseline.



Trends in housing starts or new home construction has been documented, however, through the 2000 Census and depicted in Figure 1. The trendline analysis shows housing starts peak during the 1970's and have gradually decreased up to March of 2000, the end period of these data. The R² value of 0.745 shows that the line significantly fits with the data points on the graph. Although the trendline is not a perfect fit (see note on this page), the general increase into the 1970's and subsequent decline relates well to the data points.



Housing age for South Carolina, Florence County and adjacent counties are presented below in Table 4-8.

Note to the reader: The R² value shown in the figure above indicates how well the trendline fits with the data points on the graph. An R value of 1 translates to a perfect fit and a value of 0 means the line has no relation to the data.

Table 4-8 Housing Age for Florence and Adjacent Counties

LOCATION	TOTAL HOUSING UNITS	TOTAL BUILT 1990 TO MARCH, 2000 (%)	TOTAL BUILT 1940 TO 1989 (%)	TOTAL BUILT 1939 OR EARLIER (%)
<i>South Carolina</i>	1,753,670	453,731 (25.9)	1,192,800 (68)	107,139 (6.1)
Florence	51,836	13,457 (26.0)	35,998 (69.4)	2,381 (4.6)
Clarendon	15,303	4,574 (30)	10,303 (66)	699 (4.6)
Darlington	28,942	7,000 (24)	19,920 (69)	2,022 (7.0)
Dillon	12,679	2,878 (23)	8,794 (69)	1,007 (7.9)
Lee	7,670	1,929 (25)	5,020 (65)	721 (9.4)
Marion	15,143	3,330 (22)	10,676 (71)	1,137 (7.5)
Marlboro	11,894	2,273 (19)	8,440 (71)	1,181 (9.9)
Sumter	41,751	9,874 (24)	29,802 (71)	2,075 (5.0)
Williamsburg	15,552	3,494 (22)	11,044 (71)	1,014 (6.5)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

The majority of the housing units for Florence County, adjacent counties and the State were built between 1940 and 1989. Table 4-8 shows that approximately 69% of the housing units were built during this time period for Florence County, and comparably between 65% and 71% for the adjacent counties and for the State of South Carolina. Marlboro County has the highest percentage of 9.9% of housing units built in 1939 or earlier with Lee County at 9.4%.



In addition to housing age, it is also important to note the extent of facilities within the current housing stock. Specifically, Table 4-9 shows this information comparing Florence County and South Carolina.

Table 4-9 Pee Dee Region Housing Equipment Characteristics as of 2000

LOCATION	TOTAL HOUSING UNITS	LACKING COMPLETE PLUMBING (%)	LACKING COMPLETE KITCHEN FACILITIES (%)	LACKING COMPLETE TELEPHONE SERVICE (%)
<i>South Carolina</i>	<i>1,753,670</i>	<i>9,521 (0.6)</i>	<i>8,398 (0.5)</i>	<i>63,775 (4.2)</i>
Florence	51,836	263 (0.6)	276 (0.6)	2,255 (4.8)
Clarendon	15,303	165 (1.4)	97 (0.8)	969 (8.2)
Darlington	28,942	202 (0.8)	179 (0.7)	1,651 (6.4)
Dillon	12,679	209 (1.9)	107 (1.0)	1,119(10.0)
Lee	7,670	94 (1.4)	68 (1.0)	720 (10.5)
Marion	15,143	170 (1.3)	147 (1.1)	1,199 (9.0)
Marlboro	11,894	137 (1.3)	84 (0.8)	1,106 (10.6)
Sumter	41,751	241 (0.6)	282 (0.7)	1,744 (4.6)
Williamsburg	15,552	210 (1.5)	169 (1.2)	1,303 (9.5)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

Florence County and the State of South Carolina both have a relatively low percentage of homes lacking plumbing and kitchen facilities. Except for Sumter County, surrounding counties have percentages of housing without plumbing and kitchens facilities higher than Florence County and the State average. The category concerning telephone service is high relative to other facilities but is considered a less crucial service. Again, the percent of housing lacking this service for Florence and Sumter counties are similar to the State average with other surrounding counties significantly higher in percentage. Residents may choose to use cellular phones as their only phone. As of June 2007, more than 243 million cellular phone subscriptions were active in the United States (CTIA 2007). This amount of subscriptions potentially would allow more than half of the U.S. population one cellular phone.

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Table 4-10 gives a detailed chart of housing age and conditions found within Florence County and among municipalities.

Table 4-10 Housing Age for Florence County and Included Municipalities

MUNICIPALITY	TOTAL HOUSING UNITS	TOTAL BUILT 1990 TO MARCH, 2000 (%)	TOTAL BUILT 1940 TO 1989 (%)	TOTAL BUILT 1939 OR EARLIER (%)
South Carolina	1,753,670	453,731 (25.8)	1,192,800 (68.0)	107,139 (6.1)
Florence	51,836	13,457 (25.9)	35,998 (69.4)	2,381 (4.6)
Coward	246	60 (24.3)	172 (69.9)	14 (5.6)
(City of) Florence	13,075	1,877 (14.3)	10,351 (79.1)	847 (6.4)
Johnsonville	608	129 (21.2)	459 (75.4)	20 (3.2)
Lake City	2,769	299 (10.7)	2,243 (81.0)	227 (8.1)
Olanta	223	17 (7.6)	165 (73.9)	41 (18.4)
Pamplico	454	57 (12.5)	362 (79.7)	35 (7.7)
Quinby	372	30 (8.0)	342 (91.9)	0 (0)
Scranton	344	72 (20.9)	253 (73.5)	19 (5.5)
Timmons ville	1,000	144 (14.4)	781 (78.1)	75 (7.5)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

Within Florence County, at least 68% of the housing units among municipalities were built from 1940 to 1989. The highest percentage of housing units built in the 1939 or earlier category is Olanta with 18.4%.

Table 4-11 shows the facilities included in housing for each municipality in Florence County.

Table 4-11 Housing Equipment Characteristics for Florence County and Municipalities in 2000

MUNICIPALITY	TOTAL HOUSING UNITS	LACKING COMPLETE PLUMBING (%)	LACKING COMPLETE KITCHEN FACILITIES (%)	LACKING COMPLETE TELEPHONE SERVICE (%)
South Carolina	1,753,670	9,521 (0.6)	8,298 (0.5)	63,775 (4.2)
Florence County	51,836	263 (0.6)	276 (0.6)	2,255 (4.8)
Coward	246	0 (0)	0 (0)	24 (10.1)
(City of) Florence	13,075	46 (0.4)	79 (0.7)	518 (4.3)
Johnsonville	608	2 (0.4)	2 (0.4)	28 (5.2)
Lake City	2,769	64 (2.6)	49 (2.0)	237 (9.7)
Olanta	223	3 (1.4)	0 (0)	24 (11.4)
Pamplico	454	10 (2.4)	12 (2.9)	30 (7.3)
Quinby	372	2 (0.6)	2 (0.6)	4 (1.2)
Scranton	344	2 (0.6)	2 (0.6)	15 (4.8)
Timmons ville	1,000	22 (2.6)	22 (2.0)	17 (11.8)

Source: SC Statistical Abstract, 2000 and US Census Bureau, 2000, American FactFinder

The cities of Florence and Johnsonville have the lowest percentage of housing units lacking plumbing. Lake City, Pamplico and Timmons ville have 2% or more of their housing units lacking complete plumbing and kitchen facilities.



Households without telephone service are relatively high compared to other facilities. With the continual increased reliance on cellular phones, this service, as discussed under the county comparison, is a factor less associated with fully-functioning housing.

Most houses in the County have the necessities for proper function and support of a household. While there are homes still considered less than adequate existing in Florence County, focus should be dedicated to addressing housing units in the County that may lack necessary equipment and functions required for safe and decent living conditions.

OWNERSHIP AND UTILIZATION

Florence County ranks first among the nine neighboring counties in the Pee Dee region in owner-occupied housing units. The rural areas show a greater tendency to have higher owner-occupied housing units. When comparing the Pee Dee Region as shown in Table 4-12 below, at least 69% of housing is owner-occupied units.

Home ownership is often considered an important factor in maintaining stable communities and improving the quality of life of an area. Home ownership may be encouraged as a governmental policy based on the assumption that home owners, in comparison to renters, represent better housing managers. They appear to make more contributions to the community, contribute more taxes, and generally have a greater stake in the future of the community. Another factor that may influence investment decisions in an area and the quality of life in an area is the degree to which housing units are occupied. Both home ownership and the number of occupied housing in the County are examined in this section.

Table 4-12 Owner Versus Renter Occupancy for Florence and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS	# OF OCCUPIED UNITS (%)	OWNER OCCUPIED (%)	RENTER OCCUPIED (%)
<i>South Carolina</i>	1,753,670	1,533,854 (87.5)	1,107,617 (72.2)	426,237 (27.8)
Florence	51,836	47,147 (91.0)	34,415 (73.0)	12,732 (27.0)
Clarendon	15,303	11,812 (77.2)	9,348 (79.1)	2,464 (20.9)
Darlington	28,942	25,793 (89.1)	19,854 (77.0)	5,939 (23.0)
Dillon	12,679	11,199 (88.3)	8,064 (72.0)	3,135 (28.0)
Lee	7,670	6,886 (89.8)	5,467 (79.4)	1,419 (20.6)
Marion	15,143	13,301 (87.8)	9,771 (73.5)	3,530 (26.5)
Marlboro	11,894	10,478 (88.1)	7,419 (70.8)	3,059 (29.2)
Sumter	41,751	37,728 (90.4)	26,217 (69.5)	11,511 (30.5)
Williamsburg	15,552	13,714 (88.2)	11,041 (80.5)	2,673 (19.5)

Source: SC Statistical Abstract, 2005

Table 4-12 shows that all of the Pee Dee region counties have higher occupancy percentages than the State average. Florence County has the highest overall occupancy rate (91%) with 73% of its total occupied housing units owned or co-owned by the people living in those units. Florence County ranks sixth among the adjacent counties in terms of owner-occupied housing units. All the counties reported, except for Sumter, have higher percentages of owner occupied housing than the State average. There appears to be a tendency for the counties with higher urban populations to have relatively lower percentages of owner-occupied housing units. As shown previously in Table 4-2, Florence, Marlboro and Sumter have over 50% of their population in urban areas and Table 4-1 shows these counties to have the highest percentage in multi-family units. However, this observation may be only one factor distinguishing urban and rural housing differences.



There may be other factors operating within an area that also may affect the level of owner-occupied housing units.

The percentage of renter-occupied housing units makes up for the remaining housing units. The owner-occupied percentage of 73.0% in Florence County, as shown in Table 4-14, leaves 27.0% in the renter-occupied category. Typically, renters maintain their tenure for a shorter time period compared to those units occupied by owners. The national median tenure for a renter is 2.1 years compared to 8.2 years for owner occupied units (Hansen 1998). Furthermore, the duration of residence for renters increases with the age of the renter (Hansen 1998).

Table 4-13 gives a 2005 comparison of occupied housing units along with the homeowner and rental vacancy rate among Florence County and the adjacent counties in the region. Florence County ranks among the four counties with the highest percentage of occupied housing units along with Darlington, Lee and Sumter counties. Florence County and the adjacent counties appear to have relatively high overall percentages of occupied housing units. Only Clarendon County's occupation rate falls below 80%.

Among the adjacent counties, Marlboro County reflects the highest homeowner vacancy rate of 2.3%. Florence County's vacancy rate of 1.4% is second only to Williamsburg County, the lowest at 1.1%. Florence and all of the adjacent counties have closely comparable percentages in the rental vacancy rate category.

Table 4-13 Percentage of Occupied and Vacant Housing for Florence and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS	TOTAL OCCUPIED UNITS (%)	HOMEOWNER VACANCY RATE	RENTAL VACANCY RATE
<i>South Carolina</i>	<i>1,753,670</i>	<i>1,533,854 (87.5)</i>	<i>1.9%</i>	<i>12.0%</i>
Florence	51,836	47,147 (91.0)	1.4%	10.0%
Clarendon	15,303	11,812 (77.2)	2.1%	8.0 %
Darlington	28,942	25,793 (89.1)	1.6%	11.2%
Dillon	12,679	11,199 (88.3)	2.0%	11.3%
Lee	7,670	6,886 (89.8)	1.5%	9.3 %
Marion	15,143	13,301 (87.8)	2.0%	10.3%
Marlboro	11,894	10,478 (88.1)	2.3%	12.6%
Sumter	41,751	37,728 (90.4)	1.9%	10.3%
Williamsburg	15,552	13,714 (88.2)	1.1%	7.0%

Source: SC Statistical Abstract, 2005

Three of the counties with the highest renter-occupied units have comparatively higher urban populations (Florence, Sumter and Marlboro counties) as shown previously in Table 4-2. Darlington and Dillon Counties also have a high number of renter-occupied units and concomitantly, these counties have a higher rural population as shown in Table 4-2. There may be other circumstances accounting for this situation.

Compared to the State average, the Pee Dee region shows a high rate of occupied housing. Furthermore, the change in the percentage of occupied housing may be a result of a variety of reasons:

- 1) the existing housing options may not adequately match the desires to those in the buyers or renters market;
- 2) housing developers may have overbuilt or exceeded the housing demand in the local area;



- 3) the low percentage of occupied housing may be reflective of social and demographic changes; or
- 4) changes in industrial opportunities in the area may have affected the number of residents seeking local housing.

Table 4-14 below shows the percentage of occupied housing units in comparison to owner occupied housing units for Florence County, including municipalities, and unincorporated areas of the County.

Table 4-14 Percentage of Occupied and Owner-Occupied Housing Within Florence County

MUNICIPALITY	TOTAL HOUSING UNITS	TOTAL OCCUPIED UNITS (%)	TOTAL OWNER OCCUPIED UNITS (%)
<i>South Carolina</i>	<i>1,753,670</i>	<i>1,533,854 (87.5)</i>	<i>783,909 (51.1)</i>
Florence County	51,836	47,147 (91.0)	34,415 (73.0)
Unincorporated Areas	32,745	29,852 (91.2)	14,007 (46.9)
Coward	246	237 (96.3)	98 (41.4)
(City of) Florence	13,075	11,946 (91.4)	6,759 (56.6)
Johnsonville	608	539 (88.7)	324 (60.1)
Lake City	2,769	2,451 (88.5)	1,488 (60.7)
Oianta	223	210 (94.2)	130 (61.9)
Pamplico	454	412 (90.7)	240 (58.3)
Quinby	372	340 (91.4)	251 (73.8)
Scranton	344	313 (90.5)	155 (49.5)
Timmonsville	1,000	847 (86.7)	400 (47.2)

Source: SC Statistical Abstract, 2005

The percentage of occupied housing units for Florence County, municipalities and the unincorporated areas are at least 86%, with Timmonsville at 86.7%. However, Coward is shown to have the lowest percentage in the owner-occupied category. The Town of Quinby most closely reflects Florence County's percentage of total owner-occupied units and has the highest percentage among municipalities with 73.8%.

The relatively lower percentage of owner-occupied housing units may reflect demographic differences between specific areas. These differences include the distribution of the student population, varying economic status, the presence of recent graduates beginning their professional careers, and other factors which influence the need for leased or rental housing units.

HOUSING COSTS AND AFFORDABILITY

Housing costs in Florence County cover a wide range in both the single-family owner-occupied units and the rental units. Affordable housing is an important issue for many residents in the Florence County area.

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Table 4-15 compares the number of houses sold and median sales price for the 2007 calendar year for Florence County and the adjacent counties.

Table 4-15 Median Sales Prices and Total for Florence County and Adjacent Counties

COUNTY	TOTAL HOUSING UNITS IN 2000	TOTAL HOUSES SOLD 2007 (% of 2000 UNITS)	MEDIAN SALES PRICE OF OWNER OCCUPIED HOUSING
Florence	51,836	1,502 (2.9)	\$ 130,575
Darlington	28,942	456 (1.6)	\$ 92,000
Dillon	12,679	111 (0.9)	\$ 60,000
Marion	15,143	146 (1.0)	\$ 79,750
Marlboro	11,894	90 (0.8)	\$ 57,000
Williamsburg	15,552	25 (0.2)	\$ 34,000

Source: Florence County Board of Realtors, 2007

According to the figures made available from the Florence County Board of Realtors Association shown in Table 4-165 above, Florence County is shown to have the greatest amount of houses sold and the largest median sale price in comparison to adjacent counties for 2007. In addition, when compared to the number of housing units existing in 2000, Florence County had the highest percentage of home sales.

Income levels as well as housing costs have increased in Florence County since the 2000 Census data was released. Table 4-16 gives current estimates of median family income, the average cost for the construction of a new home and the fair market apartment rental rate in the County. For many families in the County, housing costs may take up a larger percentage of the family income level.

Table 4-16 2006 Average Housing Costs and Median Family Income for Florence County

COUNTY	ESTIMATED MEDIAN FAMILY INCOME	MEDIAN VALUE OF OWNER-OCCUPIED HOUSING	FAIR MARKET RENT (FMR) FOR TWO-BEDROOM APARTMENT
South Carolina	\$ 52,900	\$ 83,100	\$ 500*
Florence	48,000	71,900	504
Clarendon	41,000	59,700	524
Darlington	45,100	59,800	451
Dillon	39,400	50,000	429
Lee	40,900	47,600	493
Marion	39,500	55,600	455
Marlboro	38,300	49,000	421
Sumter	46,600	67,000	518
Williamsburg	36,500	49,100	524

Source: US Department of Housing and Urban Development, 2007, American Housing Survey; SC Statistical Abstract, 2005

* State Minimum FY 2007 FMR

The fair market rental (FMR) amount for Florence County is higher than the state minimum and is higher than the unadjusted FMR of five surrounding counties (2006 SC Statistical Abstract).



A major local apartment complex owner indicated a very low vacancy rate of 10% or less year round. Vacancy rates reduce to near zero during summer months and when students return to school (Multi-Family Complexes 2007).

The new housing units being constructed in the County are not likely to be in the lower income affordability range, except for new units participating in the Section 8 Housing Assistance Program. As the older, lower cost housing units are phased out or become unusable, the need for affordable housing units for the many residents with lower incomes will become more acute.

The housing affordability issue in Florence County becomes clearer when viewed from the low income perspective. Table 4-17 gives the low-income limits as defined by the Department of Housing and Urban Development (HUD).

Table 4-17 Low-Income Housing Limits for the Florence Area

1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8+ PERSONS
\$27,450	\$31,350	\$35,300	\$39,200	\$42,350	\$45,450	\$48,600	\$51,750

Source: US Department of Housing and Urban Development, 2005 HUD Home Program Limits

The definition or actual dollar range of low-income families varies across regions in the State and County. The figures in Table 4-17 apply specifically to HUD housing programs in Florence County, but even the low-income level within Florence County depends on the year's fiscal condition and size of the family. The data in Table 4-17 shows that a person earning the 2006 median family income amount of \$48,000 may be eligible for low income housing if the family size includes 7 or more members, but would otherwise be included in the largest pool of households for the County as shown in Table 4-18.

Table 4-18 2030 Projection of Florence County Household Income

HOUSEHOLD INCOME RANGE	PROJECTED NUMBER OF HOUSEHOLDS
Less than \$10,000	4,210
\$10,000 to \$19,999	4,680
\$20,000 to \$29,999	4,440
\$30,000 to \$44,999	6,930
\$45,000 to \$59,999	11,120
\$60,000 to \$74,999	10,680
\$75,000 to \$99,999	8,970
\$100,000 to \$124,999	3,810
\$150,000 to \$149,999	1,500
\$150,000 to \$199,999	1,430
\$200,000 or more	1,920

Source: Woods & Poole Economics, 2006

The table above projects 13,330 households in Florence County in 2030 with incomes less than \$30,000; this value is near the eligible income range for low-income housing for a single person household. This number of households represents over 22% of the County households projected near or below this "low income" level.



Table 4-19 gives the mortgage payment amounts for selected housing values for site built homes as indicated by some Florence County local leading banks including BB&T, Bank of America and Wachovia (Florence County Banks 2007). This rate reflects only principal and interest without consideration to escrow amounts that may include annual insurance premiums and property tax. The percentage comparisons of 6.25 and 6.75 are the normal minimum and maximum rate as determined by individual credit scores. The 15- and 30- year periods are the two terms most utilized. Some banks will go as long as a 40 year term at a 7.125 percentage rate. However, the mortgage market is in turmoil at the time this Element is being compiled; the availability of innovative financing products to the homeowner may be limited.

Table 4-19 Monthly Mortgage Payment for Site-Built Homes (Principal and Interest)

SITE BUILT HOUSE VALUE	15-YEAR MORTGAGE		30-YEAR MORTGAGE	
	MONTHLY PAYMENT AT 6.25%	MONTHLY PAYMENT AT 6.75%	MONTHLY PAYMENT AT 6.25%	MONTHLY PAYMENT AT 6.75%
\$ 100,000	\$ 857.42	\$ 884.91	\$ 615.72	\$ 648.60
\$ 125,000	\$ 1,071.78	\$ 1,106.41	\$ 769.65	\$ 810.75
\$ 150,000	\$ 1,286.13	\$ 1,327.36	\$ 923.58	\$ 972.90
\$ 175,000	\$ 1,500.49	\$ 1,548.59	\$ 1,077.51	\$ 1,135.05
\$ 200,000	\$ 1,714.85	\$ 1,769.82	\$ 1,231.43	\$ 1,297.20
\$ 225,000	\$ 1,929.20	\$ 1,991.05	\$ 1,385.36	\$ 1,459.35
\$ 250,000	\$ 2,143.56	\$ 2,212.27	\$ 1,539.29	\$ 1,621.50
\$ 275,000	\$ 2,357.91	\$ 2,433.50	\$ 1,693.22	\$ 1,783.64
\$ 300,000	\$ 2,572.27	\$ 2,654.73	\$ 1,847.15	\$ 1,945.79

Source: Florence County Banks 2007

Table 4-20 gives the mortgage payment amounts for selected manufactured housing values using in-house loan rates. This rate reflects only principal and interest and does not include yearly insurance or taxes. In-house loan rates are used for manufactured homes. Local banks have a 10-year maximum term for manufactured homes (Florence County Banks 2007). The percentage rate comparison of 10.75 and 13.5 are the minimum and maximum rate as determined by individual credit scores. Manufactured home dealerships can offer up to a 30 year term through their financial lending groups (Manufactured Home Dealerships 2007). These lending groups offer lower interest rates on manufactured homes than local banks. The percentage rate comparison of 8.5 and 12.5 are the minimum and maximum rate through lending groups as determined by individual credit scores (Manufactured Home Dealership 2007).

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Table 4-20 Monthly Payments for Manufactured Homes (Principal and Interest)

MANUFACTURED HOME VALUE	10-YEAR MORTGAGE		30-YEAR MORTGAGE	
	MONTHLY PAYMENT AT 10.75%	MONTHLY PAYMENT AT 13.5%	MONTHLY PAYMENT AT 8.5%	MONTHLY PAYMENT AT 12.5%
\$ 20,000	\$ 272.68	\$ 304.55	N/A	N/A
\$ 30,000	\$ 409.02	\$ 456.82	\$ 230.67	\$ 320.18
\$ 40,000	\$ 545.35	\$ 609.10	\$ 307.57	\$ 426.90
\$ 50,000	\$ 681.69	\$ 761.37	\$ 384.46	\$ 533.63
\$ 60,000	\$ 818.03	\$ 913.65	\$ 461.35	\$ 640.35
\$ 75,000	\$ 954.37	\$ 1,065.92	\$ 538.24	\$ 747.08
\$ 80,000	\$ 1,090.71	\$ 1,218.19	\$ 615.13	\$ 853.82
\$ 90,000	\$ 1,227.05	\$ 1,370.47	\$ 692.02	\$ 960.53
\$100,000	\$ 1,363.39	\$ 1,522.74	\$ 768.91	\$ 1,067.26

Source: Florence County Banks

Comparing Table 4-19 with Table 4-20, the average cost of a newly constructed site built house in the County may be beyond the range for many lower income residents. A popular alternative to site-built housing is manufactured housing units.

MANUFACTURED HOMES AND AFFORDABLE HOUSING

Manufactured homes have served as a means of affordable housing for many in Florence County. Leased mobile home lots in Florence County may range from \$152.00 for singlewides to approximately \$182.00 for doublewides per month. Combined with a monthly payment as shown above for a 30-year term, the total monthly cost is significantly higher than \$484.00 per month for rental units. This result may be an indication why apartment complexes have low vacancy rates.

While manufactured homes appear to meet the affordable housing needs of some residents in the County, financing and insuring these units may not be the same as for conventional site built homes. Locally, many Florence County banks finance manufactured homes as an in-house loan versus a mortgage loan for site built homes. This type loan results in a mortgage with a substantially higher interest rate and shorter term than found with site-built homes. Ten years is the maximum term for manufactured homes through local banks.

In the Florence County area, interest rates for conventional site-built homes range from approximately 6.25% to 6.75% for a 30-year period. The interest rates for manufactured homes vary by type and dependent on if land is involved. The interest rate for a singlewide, excluding land, ranges from approximately 12.25% to 13.5%. A singlewide, including land, ranges from approximately 10.75% to 12%. Land is normally required with a doublewide and must be set up on a slab and brick underpinnings. The interest rate for this type loan ranges from 10.5% to 11.74%. If the doublewide is new, some local banks will offer a 15-year term.

Manufactured home dealerships utilize financial lending groups primarily to finance the manufactured homes they sell. These financial groups are able to offer customers up to a 30-year term with an interest rate ranging from 8.5% to 12.5%. This 30-year term would further decrease monthly payments (Manufactured Home Dealerships 2007).



Many local insurance agencies insure manufactured homes exactly the same as a site built home, basing the rates on the value of the home (Insurance Agencies 2007). However, they do require the manufactured home be underpinned and include steps with handrails at each door.

In Florence County, manufactured homes are not reassessed for changes in value annually. Once an initial assessment is done on a manufactured home unit, the same value is used until the County completes the next periodic assessment. Currently, Florence County uses the 2004 standard to establish manufactured home values. Assessments are scheduled every five years with the next scheduled countywide assessment in 2009.

HOUSING COSTS AND FAIR HOUSING ISSUES

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex: familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and handicap (disability). This and the following information is cited from The U.S. Department of Housing and Urban Development website:

The generally accepted definition of affordability is for a household to pay no more than 30 percent of its annual income on housing. Families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.

U.S. Department of Housing and Urban Development

Economic means have a vital role in a resident's ability to participate in the housing market of Florence County. The Population Element shows the percentage of the population in poverty in Florence County to be about 16.4% (Population Element, Table 1-16). Over 75% of the County's population may have difficulty in acquiring and maintaining housing due to financial conditions. Due to recent turmoil in the mortgage market, this figure may be larger.

Being economically disadvantaged can have an impact on housing options in Florence County. This issue may be manifested in the credit and loan application process. Many residents who may be considered as economically disadvantaged do not have the credit status desired by lending institutions.

The analysis of the economically disadvantaged in the County shows by race that housing options are greatly impacted. Table 4-21 gives the ethnic composition of poverty status for Florence County.

Table 4-21 Florence County Poverty Levels by Ethnic Groups

ETHNIC GROUP	TOTAL BELOW POVERTY	PERCENTAGE BELOW POVERTY
White	5,802	8.1%
Black	13,721	28.7%
Hispanic	369	33.3%
Other Races	540	19.5%

Source: SC Statistical Abstract, 2005

An examination of the impact that poverty has on County residents along lines of ethnic identification reveals that 28.7% of Black residents and 33.3% of the Hispanic component of the County's population are



categorized as being below the poverty level. If economic factors were the only impediments to fair housing in the County, a combined solution of educational advancement and training, job preparation, and a short-term housing voucher system to supplement the incomes of lower-income families for the purpose of increasing housing options would significantly improve the outlook of fair housing compliance in the County.

Basic data for identifying obstacles to fair housing and establishing a plan for fair housing may include the following:

- an analysis of public policies, practices and procedures involving housing and housing-related activities in the County;
- analyze the application of zoning and other land use controls, including tax assessment and tax abatement practices;
- examine the nature and extent of fair housing complaints, lawsuits and other data which might provide evidence of the County's application of fair housing practices;
- examine demographic patterns of the County;
- examine Home Mortgage Disclosure Act data; and
- analyze patterns of occupancy in Section 8, public housing and Assisted Housing, and private rental housing.

Fair housing issues may be grounded in factors other than socio-economic status or the lack of the financial ability to participate in the general housing market. Housing discrimination and land use decisions that operate in a discriminatory fashion ensure that segments of the County's population will consistently have fewer housing options. The overall general welfare of all county residents is linked to the well being of every component of the County's population. Efforts to promote fair housing policies and practices in the County will be an overall benefit to improving conditions.

Table 4-22 Household Growth and Percentages for Florence and Adjacent Counties

COUNTY	NUMBER OF HOUSEHOLDS		PERCENT CHANGE	AVERAGE PERSONS PER HOUSEHOLD		PERCENT CHANGE
	1990	2000		1990	2000	
South Carolina	1,258,044	1,533,854	+21.9	2.4	2.5	+4.2
Florence	40,217	47,147	+17.2	2.8	2.6	-7.1
Clarendon	9,544	11,812	+23.8	3.0	2.6	-13.3
Darlington	21,999	25,793	+17.2	2.8	2.6	-7.1
Dillon	9,887	11,199	+13.3	2.9	2.7	-6.9
Lee	6,054	6,866	+13.7	3.0	2.7	-10
Marion	11,766	13,301	+13.0	2.9	2.6	-10.3
Marlboro	10,163	10,478	+3.1	2.8	2.6	-7.1
Sumter	32,723	37,728	+15.3	2.9	2.7	-6.9
Williamsburg	12,108	13,714	+13.3	3.0	2.7	-10

Source: SC Statistical Abstract, 2005

According to the respective Census information, the average number of persons per household in Florence County fell from 2.8 to 2.6 from 1990 to 2000. In 1980, the average person per household was 3.1. We are seeing a gradual decrease in household size with each decade. The composition and demographics of Florence County households provides information related to community needs and



services. This information may be crucial in anticipating future demand for specific housing types in Florence County.

HOUSEHOLD TRENDS AND PROJECTIONS

A household is defined by the U. S. Census Bureau as all persons occupying a housing unit as their usual place of residence.

As shown in The Population Element, the population of Florence County is expected to increase by 3.4% from 2005 to 2010 and then increase at a rate of approximately 3.0% every five years through 2030. Both population and industrial growth factors will impact future housing demand in Florence County. The County is expected to experience nearly a 4.6% growth in households between 2005 and 2010. By the year 2030, Florence County is expected to experience an increase of 21.0% in household or occupied housing units, above the 2000 Census reported level of 47,147 households. Current planning efforts for housing should include the factors mentioned as well as projections of households for the area.

Table 4-23 gives the household projections for Florence County in five year intervals.

Table 4-23 Household Growth and Percentages for Florence and Adjacent Counties

COUNTY	TOTAL HOUSEHOLDS							% CHANGE 2000 TO 2030
	2000	2005	2010	2015	2020	2025	2030	
Florence	47,147	49,910	52,290	54,480	56,420	58,150	59,690	21.0%

Source: SC Statistical Abstract, 2005

The expected growth of the number of households in the County in the near future will have an impact upon nearly every aspect of public service and the local economy. From the utilities and transportation infrastructure, to the school districts and local merchants, the demands of these households will require greater availability of resources. Household growth in Florence County should be preceded by overall planning to ensure that new and existing residential areas have access to community services.

LOCAL HOUSING AGENCIES AND ORGANIZATIONS

There are a number of local agencies and organizations in Florence County that have initiated efforts to address particular aspects of housing in the County. The activities of these entities offer housing options and improvements to many residents in the County including volunteer groups, businesses, civic organizations, churches and individuals.

THE HOUSING AUTHORITY OF FLORENCE

The Housing Authority of Florence manages housing units and administers housing assistance voucher programs to make housing options available to many lower-income County residents. The Housing Authority of Florence's service area consists of all of Florence County north of Lynches River. There are 810 public housing units under the administration of the Housing Authority of Florence, and an additional 491 (approximately) Section 8 units, providing supplemental payments for lower-income families.



The Housing Authority provides valuable housing options for some residents who are unable to participate in the conventional housing market for various reasons. Table 4-24 gives the names, locations and number of units of the housing complexes under the administration of the Housing Authority of Florence.

Table 4-24 Housing Complexes of the Housing Authority of Florence

NAME	MUNICIPALITY	LOCATION	NUMBER OF UNITS
Royal Gardens	City of Florence	Royal Street	50
Church Hill	City of Florence	June Lane	166
Clyde Court	City of Florence	Clyde/Pine Street	50
Oakland Place	City of Florence	Oakland Avenue	64
Pine Park	City of Florence	Pine Street	44
Waverly Acres	City of Florence	Waverly Avenue	20
Bridgeland Village	Town of Timmonsville	Green Street	50
Park View Plaza	City of Florence	Clements Street	60
Creekside Village	City of Florence	Palmetto Street	100
Pine Acres	Town of Pamplico	First Avenue	40
Lakota Place	City of Florence	Conyers Avenue	8
Single-Family Dwellings	City of Florence	Scattered	159

Source: Housing Authority of Florence, June 2007

LAKE CITY HOUSING AUTHORITY

The Lake City Housing Authority manages housing units and administers housing assistance voucher programs to make housing options available to many lower-income County residents. The Lake City Housing Authority administers to the lower geographic area of Florence County, (south of Lynch River), with housing units in Lake City and just outside of Johnsonville. As of 2007 the Lake City Housing Authority owned 399 housing units within its service area. In addition, there are 200 subsidized units.

Table 4-25 Housing Complexes of the Lake City Housing Authority

MUNICIPALITY	LOCATION	NUMBER OF UNITS
Lake City	Matthews Road & Opal Street	22
Lake City	Brown Street	8
Lake City	Elm St., DuRant Drive & Spruce St.	70
Lake City	N. Matthews Road	52
Lake City	S. Ron McNair Blvd.	60
Lake City	Morning Glory Drive	50
Lake City	Sherwood St., Ranchwood St. & Augustine St.	52
Johnsonville	Liberty Street	54
Olanta	N. Jones Road	17
Lake City	Scattered	14

Source: Lake City Housing Authority, October 2007



CITY OF FLORENCE DEPARTMENT OF COMMUNITY SERVICES

The City of Florence created the Department of Community Services in 2000, which includes the City's community housing functions. The City's two housing programs are the Affordable Housing Program and the Emergency Rehabilitation Program. Program participants consist of senior citizens and low to moderate income residents.

The Affordable Housing Program is designed to provide down payment and closing cost assistance to eligible applicants towards the purchase of a new or existing home. Eligible applicants must be first-time homebuyers and meet the income guidelines established by the Department of Housing and Urban Development (HUD). Over the last ten years, the City has provided approximately 120 eligible applicants with over \$1 million dollars in down payment and closing cost assistance to purchase housing that is collectively valued at over \$8.5 million. The City is currently developing two affordable housing subdivisions, North Pointe and a subdivision in East Florence. The North Pointe subdivision is a 27-unit single-family subdivision located off of Williams Boulevard that is complete with rolled curb and gutter, underground utilities, sidewalks, and a decorative entranceway. The homes are approximately 1200-1400 square feet and start at approximately \$110,000. Currently, the City is providing eligible clients with over \$10,000 in down payment and closing cost assistance. The East Florence subdivision is under construction. While the infrastructure will be similar to that of North Pointe, the focal point of the subdivision will be a passive waterway feature. It is anticipated that homes in the 25-30 unit subdivision will start at \$130,000. There is a total of \$569,000 in grant funds that are earmarked for affordable housing.

The Emergency Rehabilitation Program renovates owner-occupied housing units of eligible clients. The program addresses housing issues that are an imminent threat to health and safety. Generally, the major housing systems – flooring, plumbing, electrical, HVAC, roof – are repaired or replaced. As stated, the program participants consist of senior citizens and low to moderate income residents. There is \$180,000 in CDBG funding earmarked for emergency rehabilitation and grants awarded in July of each year.

The Community Services department also gives financial and technical support to area emergency facilities for the homeless and other human service agencies.

THE GREATER FLORENCE HABITAT FOR HUMANITY

The Greater Florence Habitat for Humanity requests the assistance of volunteers to make home ownership possible for approved applicants in its program.

This is a Christian organization that endeavors to establish partnership with volunteers, businesses and local leaders in order to provide decent housing to qualifying residents and promote decent communities within the Florence County service area.

The Greater Florence Habitat for Humanity's Florence County service area consists of the urban area of the City of Florence and the Lake City area. As of June 2007, they have constructed a total of 32 houses. The organization promotes a number of housing issues that are deemed important to healthy communities. These include the elimination of substandard housing, home ownership, affordable housing and fair housing practices.

A unique aspect of the Habitat for Humanity housing program is the requirement of "sweat equity" by those applicants who are approved for one of the house construction projects. A minimum of 300 hours of labor or "sweat equity" towards the completion of the home is required by the approved applicant or



by volunteers in the name of the applicant. Also the homes are sold to residents at no profit and are financed with affordable, no-interest loans (Greater Florence Habitat for Humanity).

Some possible ways that the efforts of the Greater Florence Habitat for Humanity may be facilitated are through volunteer efforts, and tax-free donations of needed building materials and supplies.

TELAMON CORPORATION HOUSING DIVISION

Telamon Corporation Housing Division seeks to join with other housing agencies to improve housing conditions for residents in Florence County and the Pee Dee.

The Telamon Corporation Housing Division is a non-profit organization operating in Florence County, as well as the larger Pee Dee region. They endeavor to work with state and local agencies to improve housing conditions for low-income individuals. The organization offers housing assistance and rehabilitation for approved applicants. Housing units selected for participation in the Telamon programs must be owner-occupied units.

Telamon also assists low-income individuals (primarily youth) in developing valuable skills and trades. The organization has supervised training crews working with many of its rehabilitation projects. Telamon also seeks to promote home safety including fire hazards (Telamon Corporation, 1997).

Since its initial work in the area in 1985, Telamon has completed approximately 200 housing rehabilitation projects in the Pee Dee, with 45 to 50 projects in Florence County. Telamon seeks to establish partnerships with other housing agencies in the area to secure funding options to improvement of housing conditions in the region (Telamon Corporation, 1997).

REBUILDING TOGETHER

Rebuilding Together, formerly Christmas in April, operates in the Greater Florence area and orchestrates its major housing rehabilitation efforts during a one-day period blitz on the last Saturday in the month of April of each year.

Rebuilding Together is a volunteer organization operating to rehabilitate housing for low income homeowners in the Greater Florence area. The organizations major rehabilitation efforts take place during the month of April, when all of the planning, recruiting, donations or materials and volunteer efforts culminate into a one-day blitz of rehabilitation activities. Rebuilding Together began efforts in the Florence area in 1997, with a total of ten rehabilitation projects completed. Rehabilitation projects range from minor to major repairs to existing homes, including roofing, floor repairs, plumbing and other needed repairs.

The mission of the Rebuilding Together organization includes focusing on the housing needs of the low income population, the elderly and disabled, with the objective of maintaining living conditions for them that are warm safe and allow continued independence.

In the coming years, the organization seeks to expand the number of rehabilitation teams and thus increase the number of projects completed during its activities in April. In 2008, the group's goal is to complete a total of 25 rehabilitation projects. (www.rebuildtogether.org)



GOALS AND IMPLEMENTATION STRATEGIES

GOAL 1

Establish guidelines for the use of incentives to promote more affordable housing development by the private sector. Increase the supply of housing that is affordable for low-income households.

Implementation Strategy: Seek sponsors and funds to support development of rental and owner-occupied homes affordable for households with incomes between 60% and 80% of the local median household income. Support local public agencies or non-profit agencies to develop low-income housing.

Time Frame: Short Term

GOAL 2

Determine the presence of barriers to the development of affordable housing and, if so determined, attempt to remove and prevent those practices.

Implementation Strategy: The appropriate County agencies will review land use and zoning policies as well as public feedback and propose solutions to barriers on an annual basis, taking into consideration the following tasks:

- analyze public policies, practices and procedures involving housing and housing-related activities in the County;
- analyze the application of zoning and other land use controls, including tax assessment and tax abatement practices;
- examine the nature and extent of fair housing complaints, lawsuits and other data which might provide evidence of the County's application of fair housing practices;
- examine demographic patterns of the County;
- examine Home Mortgage Disclosure Act data; and
- analyze patterns of occupancy in Section 8, public housing and Assisted Housing, and private rental housing.

Timeframe: Continuous

GOAL 3

Encourage the development of higher density, affordable housing types near major employment nodes to promote jobs-housing balance.

Implementation Strategy: Coordinate with Florence County Economic Development to discuss what type of industry Florence County is seeking to maintain, expand and attract and where would new businesses likely locate. Work closely with existing businesses to assess plans for expansion and with local Economic Development organizations to ensure that efforts to create more jobs are also linked to efforts to create more housing opportunities.

Time Frame: Continuous

GOAL 4

Promote mixed-use development, combining residential and retail components in urban portions of the County near major transportation nodes as a means of reducing traffic congestion and fostering neighborhood identity.

Implementation Strategy: Coordinate with municipal downtown development organizations about new projects that foster a wide range of housing options focusing on future needs. Educate the public about air quality and potential threats to health.

Time Frame: Continuous



GOAL 5

Promote the development of housing and provide a range of housing choices that meet the needs of persons of all income levels, of all age groups, and persons with special needs.

Implementation Strategy: Inventory appropriate available land for residential development through the Land Use Element of the Comprehensive Plan. Direct high-density housing options to urban centers while maintaining the rural lifestyle of unincorporated areas.

Time Frame: Continuous

GOAL 6

Provide guidelines for the use of incentives to promote the development of special housing, such as small lot-single family homes, that accommodate the needs of the county's growing older adult population resulting in one person households and those households including persons with disabilities.

Implementation Strategy: Review existing development controls to see if any changes are warranted to encourage developers to create additional housing for seniors. Talk with local hospital administration and other local organizations to seek sponsors and developers for additional senior housing options.

Time Frame: Continuous

GOAL 7

Conduct a comprehensive study on the nature, location, and ownership status of the County's inventory of deteriorated housing.

Implementation Strategy: Work with the State Housing Finance and Local Development Authority to determine possible sources of housing rehabilitation funds. Adopt and implement a municipal housing code to encourage homeowners to provide basic maintenance. Apply to the State for Community Development Block Grant (CDBG) funds to establish a local home repair loan program. Check with regional agencies to see if there is an existing program that the County can join.

Time Frame: Medium Term

GOAL 8

Require new planned unit developments to provide adequate ingress and egress, as well as establish transit, bicycle, and pedestrian linkages.

Implementation Strategy: Work with architects, developers and engineers to visualize adequate and safe ingress and egress options and to include roads within developments adequate to promote bicyclist and pedestrian usage. Assist Pee Dee Transportation Authority in reaching its goal to broaden transit within the City of Florence.

Time Frame: Long Term

GOAL 9

Explore green building initiatives such as LEED certified building procedures.

Implementation Strategy: Seek information and invite representatives of various green building initiatives to community meetings to disseminate information about the short- and long-term benefits.

Timeframe: Long Term

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GOAL 10

Protect and enhance existing historically significant housing.

Implementation Strategy: Coordinate with the State Historic Preservation Office on the preservation and enhancement of historic resources. Support local governments as a Certified Local Government by the National Park Service in order to participate in Federal – State – Local partnerships. Investigate the feasibility of adopting historic preservation ordinances. Educate the public on the importance of historic references to present day activities.

Timeframe: Continuous

GOAL 11

Explore the feasibility of a Capital Improvement Program.

Implementation Strategy: Gather information and examples of successful Capital Improvement Programs that may be useful in developing a Florence County program. Survey potential County needs that would be addressed by this program.

Timeframe: Medium Term

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APPENDIX

Element Adoption Dates

Florence County June 19, 2008

City of Johnsonville July 1, 2008

Town of Olanta July 1, 2008

Town of Quinby August 5, 2008

Town of Scranton July 7, 2008

Town of Timmons ville July 1, 2008

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Third Reading of Ordinance No. 36-2007/08

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

[An Ordinance To Ratify FY08 Budget And Grant Resolutions 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. The Sheriff's Office has established a new sex offender program at a cost of \$19,000, which was not previously included in the budget. The cost of this program is covered by registration fees for those required by the State of South Carolina to be a participant of the program.
3. The Sheriff's Office has two camps – the Explorer Camp and the BLAST Camp – that were previously not included in the budget, but now are being accounted for as part of the Sheriff's Office budget. The total cost of these two camps is estimated at \$18,250 and is covered by registration fees paid by participants.
4. Due to fuel, utility, and food price increases, the Sheriff's Office does not have sufficient funds in its FY08 budget to cover these costs. These costs are estimated to exceed budgeted amounts by approximately \$339,000. However, the Sheriff's Office has received revenue from the sale of seized vehicles that was unbudgeted and inmate revenue is estimated to be greater than was originally budgeted; therefore these revenue amounts are anticipated to exceed budgeted amounts by approximately \$150,000. In addition, the Sheriff's Office is anticipated to realize salary savings in the amount of \$189,000 as a result of leaving various positions vacant in an attempt to control costs.
5. The revenue and expenditures related to the January 2008 presidential preference primary, which was funded by the State, and which were previously unbudgeted, in the amount of \$74,734, need to be recognized formally in the budget.
6. The revenue and expenditures related to the hiring of interns to assist with the GIS division addressing project, which was funded by a transfer of salary savings from the Planning and Building Inspection Department, in the amount of \$5,000, need to be recognized formally in the budget.

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 fees collected by the Sheriff's Office for the sex offender registry program and the two camps will offset the expenditures for these programs.
3. The increased costs of the Sheriff's Office for fuel, utilities and food is estimated to be approximately \$339,000 above what was budgeted. This increase will be funded from inmate and surplus sale revenue estimated to be \$150,000 above what was budgeted and salary savings estimated to be approximately \$189,000.
4. The January 2008 presidential preference primary was funded by the State of South Carolina.
5. The interns for the GIS division addressing project were funded by a transfer from the Planning and Building Inspection Department.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 36-2007/08.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance No. 36-2007/08

Sponsor(s) : County Council
 Introduction : May 15, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 5, 2008
 Second Reading : June 5, 2008
 Third Reading : June 19, 2008
 Effective Date : June 19, 2008

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

ORDINANCE NO. 36-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Ratify FY08 Budget And Grant Resolutions 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, it is necessary for County Council to adopt a final budget amendment ordinance to provide for 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 FY08 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 FY08 appropriated budgets:

GENERAL FUND (FUND #10)

Based on the establishment of the Sheriff's Office sex offender registry program, Florence County Council hereby directs that budgeted revenue and expenditures be reduced accordingly as follows:

Revenue	10-347-0610	\$ 19,000
Expenditures	10-435-6400	\$ 19,000

Based on the Sheriff's office updated procedure of accounting for various camps as a part of the department's operating budget hereby directs the appropriation of the following expenditures and the use of fund balance for their funding:

Revenue	10-344-0700	\$ 18,250
Expenditures	10-714-0502	\$ 4,000
	10-714-0503	\$ 14,250

In order to fund anticipated shortfalls in various line items in the Sheriff's Office as a result of increased fuel, utility, and food costs, to be covered by estimated inmate revenue and surplus sale revenue in excess of budget, as well as salary savings from positions being held vacant in the Sheriff's Office in order to control costs, Florence County Council hereby recognizes the increase in the General Fund budgeted revenues and directs the appropriation of the following expenditures:

Revenue	10-325-0022	\$ 20,000
	10-342-9001	\$ 90,000
	10-344-0500	\$ 20,000
	10-347-0601	\$ 10,000
	10-347-0651	\$ 10,000
Expenditures	10-435-0100	(\$ 70,000)
	10-435-3000	\$ 106,000
	10-711-0100	(\$ 119,000)
	10-711-0200	\$ 5,000
	10-711-5500	\$ 97,000
	10-711-5520	\$ 10,000
	10-711-6100	\$ 36,000
	10-711-6170	\$ 22,000
	10-711-6300	\$ 33,000
	10-711-6472	\$ 22,000
	10-715-3000	\$ 8,000

In order to recognize the revenue and expenditure for the January 2008 presidential preference primary funded by the State, that was unbudgeted, Florence County Council hereby recognizes the increase in the General Fund budgeted revenues and directs the appropriation of the following expenditures:

Revenue	10-312-0850	\$ 74,734
Expenditures	10-444-8952	\$ 74,734

GRANT FUND (FUND #42)

The FY08 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:

Solicitor's Arbitrator	4399	\$ 86,128
Solicitor's Salary Supplement	4400	\$ 266,087
Solicitor's Pre-trial Intervention	4401	\$ 192,922
Juvenile Drug Court	4402	\$ 57,645
Library Gifts/Donations	4406	\$ 948
School Dist #1 SRO	4447	\$ 40,276
School Dist #3 SRO	4448	\$ 46,958
Family Court DSS	4451	\$ 356,760
Sheriff DSS	4452	\$ 57,014
Library	4200	\$ 500
SRO Sneed	4202	\$ 62,185
Tourism	4204	\$ 240,000
School Dist#3 SRO	4205	\$ 37,318

School Dist #1 Roving SRO	4216	\$ 62,036
SLED – EOC	4219	\$ 64,540
Used Oil contract	4222	\$ 8,784
Mass Transit	4227	\$ 26,138
Used Oil Grant	4238	\$ 6,225
JAG Grant – CDV Investigator	4239	\$ 68,422
JAG Grant – Juvenile Crime Investigator	4241	\$ 69,615
School Dist #1 SRO	4242	\$ 108,586
School Dist #5 SRO	4243	\$ 35,841
Pictometry	4244	\$ 59,095
DUI Grant in Aid	4245	\$ 1,280
EMS Grant in Aid	4246	\$ 31,403
Road Paving	4247	\$ 362,545
Public Defender	4248	\$ 67,495
JAG Grant	4249	\$ 61,862
Commerce Grant – Poole Project	4250	\$ 100,000
Circle Park	4251	\$ 17,900
Road Paving	4252	\$ 310,000
DUI Prosecutor	4253	\$ 67,495
Victim Witness – Solicitor	4254	\$ 19,167
Bullet Proof Vests	4255	\$ 8,955
Homeland Security	4256	\$ 87,500
Library – Ingram Trust	4257	\$ 10,000
Johnsonville Tennis Courts	4258	\$ 5,000
Road Paving	4259	\$ 70,000
Homeland Security	4260	\$ 6,000
Pee Dee Commerce Center	4261	\$ 474,052
Sheriff – Dog supplies	4262	\$ 4,550
Probate Court	4265	\$ 849
Johnsonville Library	4266	\$ 550,000
Fiber Optics	4267	\$ 12,841
Homeland Security	4268	\$ 42,111
Library – Windham Trust	4270	\$ 500
Lynches River County Park	4296	\$ 120,129
LEMPG Grant	4233	\$ 24,250
First Responder	4273	\$ 157,142

E911 FUND (FUND #48)

In order to continue the addressing project undertaken by the GIS division, interns were hired to assist with this project. The cost of these interns was funded by a transfer from salary savings in the Planning and Building Inspection Department budget. Therefore, in order to recognize the revenue and expenditure for these addressing interns, Florence County Council hereby recognizes the increase in the E911 Fund budgeted revenues and directs the appropriation of the following expenditures:

Revenue	48-399-0051	\$ 5,000
Expenditures	48-708-0100	\$ 5,000

- 2) This Ordinance includes the ratification of all grant and budget related resolutions as previously approved by Florence County Council for the fiscal year ending 06/30/08.
- 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

K.G. Rusty Smith, Jr., Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Second Reading of Ordinance No. 37-2007/08

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing And Providing For The Issuance And Sale Of A Not To Exceed \$600,000 General Obligation Bond Of Florence County, South Carolina (Windy Hill/Olanta Rural Volunteer Fire District), Series 2008, Or Such Other Appropriate Series Designation; Fixing The Form And Details Of The Bond; Authorizing The County Administrator To Determine Certain Matters Relating To The Bond; Providing For The Payment Of The Bond And Disposition Of The Proceeds Thereof; And Other Matters Related Thereto.

POINTS TO CONSIDER:

1. The Windy Hill/Olanta Rural Volunteer Fire District was created by County Council pursuant to the provisions of Ordinance No. 31-2006/07 adopted on April 5, 2007.
2. The Fire District has entered into an agreement with the Town of Olanta to provide fire service inside the municipal boundaries of the Town.
3. In order to provide these fire services and house vehicles and equipment, it has become necessary for the Fire District to construct a new fire station. The cost of the station is estimated not to exceed \$600,000.
4. Annual debt service on a \$600,000 bond amortized over 20 years at a rate of 5% will be approximately \$48,150.

FUNDING FACTORS:

1. The annual debt service of the bond will be funded an approximate 1.5 mill tax levy, which is included in the FY2008/2009 Florence County budget ordinance – Ordinance No. 01-2008/09.
2. This additional millage will only be levied within the boundaries of the Fire District.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 37-2007/08.
2. Provide An Alternate Directive

ATTACHMENT:

1. A copy of Ordinance No. 37-2007/08.

Sponsor(s) : County Council
 First Reading : June 5, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : June 19, 2008
 Second Reading : June 19, 1008
 Third Reading : July 17, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 37-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing And Providing For The Issuance And Sale Of A Not To Exceed \$600,000 General Obligation Bond Of Florence County, South Carolina (Windy Hill/Olanta Rural Volunteer Fire District), Series 2008, Or Such Other Appropriate Series Designation; Fixing The Form And Details Of The Bond; Authorizing The County Administrator To Determine Certain Matters Relating To The Bond; Providing For The Payment Of The Bond And Disposition Of The Proceeds Thereof; And Other Matters Relating Thereto.)

WHEREAS:

The Windy Hill/Olanta Rural Volunteer Fire District has requested the issuance of a general obligation bond not to exceed \$600,000 for the acquisition of necessary equipment and facilities.

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

SECTION 1. Findings and Determinations. The County Council (the "Council") of Florence County, South Carolina (the "County"), hereby finds and determines:

- (a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended, the Council-Administrator form of government was adopted and the Council constitutes the governing body of the County.
- (b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth in Section 14 and Section 12 of Article X.
- (c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for fire protection service benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.
- (d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation

debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.

- (e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.
- (f) Pursuant to the provisions of Title 4, Chapter 19 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), the Council has, among other powers, the power: (1) to designate the areas of the County where fire protection service may be furnished by the County under the Act; and (2) to levy and collect ad valorem taxes without limit as to rate or amount upon all taxable property in the service area where fire protection services are furnished to effect the payment of principal and interest on all bonds issued pursuant to the Act or required for the maintenance and operation of the fire protection system.
- (g) In accordance with the provisions of Section 4-19-20 of the Code of Laws of South Carolina, 1976, as amended, and pursuant to the provisions of Ordinance No. 31-2006/07 enacted on April 5, 2007, the County established a special taxing district for the purpose of providing rural fire protection in the County, which includes 106 square miles in the northeastern most corner of the County and a portion of the southwestern most corner of the County, such special taxing district being hereinafter referred to as the "Fire District."
- (h) Pursuant to Section 4-19-50 of the Code of Laws of South Carolina, 1976, as amended, the governing body of the County is empowered to issue general obligation bonds of the County, without the necessity of holding an election, for the purpose of purchasing firefighting equipment and to construct, acquire, and build the necessary fire stations and acquire sites for the stations, to provide fire protection in the Fire District.
- (i) Pursuant to this Ordinance, the Council is providing for the levy and collection of an annual ad valorem tax within the Fire District which will be sufficient to provide for the payment of the principal and interest on the Bond (hereinafter described).
- (j) In order to continue to provide fire protection services in the Fire District, the County is undertaking the constructing and equipping of a new fire station (the "Project").
- (k) It is necessary and in the best interest of the County for the Council to provide for the issuance and sale of a not exceeding \$600,000 general obligation bond of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used: (a) to defray the cost of the Project; (b) to pay costs of issuance of the Bond; and (c) for such other lawful corporate and public purposes as the Council shall determine.

Section 2. Authorizations and Details of Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued a general obligation bond of the County in the amount of not exceeding \$600,000 to obtain funds for the purposes mentioned in Section 1(k) above. The bond shall be designated "\$600,000 (or such lesser amount as may be issued) General Obligation Bond (Windy Hill/Olanta Rural Volunteer Fire District), Series 2008, of Florence County, South Carolina (the "Bond")."

The Bond shall be issued as a fully-registered bond; shall be dated the date of its delivery; shall be in the denomination of the amount issued; shall be numbered R-1; shall bear interest at such times as hereafter designated by the Administrator at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual principal installments as determined by the Administrator.

Both the principal of and interest on the Bond shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer shall serve as the registrar and paying agent (the "Registrar/Paying Agent") for the Bond.

Section 3. Delegation of Authority to Determine Certain Matters Relating to the Bond. The Council hereby delegates to the Administrator the authority to determine (a) the maturity dates of the Bond and the respective principal amounts maturing on such dates; (b) the interest payment dates of the Bond; (c) redemption provisions, if any, for the Bond; (d) the date and time of sale of the Bond.

The Council hereby further delegates to the Administrator the authority, if necessary, to receive bids on behalf of the Council and the authority to award the sale of the Bond to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bond, provided the true interest cost of the Bond does not exceed six (6%) per annum. After the sale of the Bond, the Administrator shall submit a written report to the Council setting forth the results of the sale of the Bond.

Section 4. Registration, Transfer and Exchange of the Bond. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the County Treasurer for the registration and transfer of the Bond.

Section 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of the Bond, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the Bond or, in the case of any proposed redemption of the Bond, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the mailing of notice of redemption of the Bond.

Section 6. Execution of Bond. The Bond shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the Council attested by the manual or facsimile signature of the Clerk of the Council under a facsimile of the seal of the County which shall be impressed, imprinted or reproduced thereon.

Section 7. Form of Bond. The Bond shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 8. Security for the Bond. For the payment of the principal of and interest on the Bond, as they respectively mature, the full faith, credit and taxing power of Florence County, South Carolina, are hereby irrevocably pledged, and pursuant to Section 4-19-140 of the Code of Laws of South Carolina 1976, as amended and Section 12 of Article X of the Constitution, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Fire District, sufficient to pay the principal of and interest on such Bond as

they respectively mature and to create such sinking fund as may be necessary therefor. Bonds issued by the County for the Fire District are the primary obligation of the Fire District and only in the event ad valorem taxes levied and collected in the Fire District are insufficient to pay the debt service on the Bond shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bond as they mature and to create such sinking fund as may be necessary.

The Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bond and they are hereby directed to levy and collect annually, on all taxable property in the Fire District, an ad valorem tax sufficient to pay the principal and interest of the Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 9. Notice of Public Hearing. The Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bond and this Ordinance, such notice having been published in the *Morning News* on May 30, 2008.

Section 10. Initiative and Referendum Provisions. The Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27 of the Code of Laws of South Carolina 1976 as amended, relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code of Laws of South Carolina 1976 as amended, shall be given with respect to this Ordinance. If said Notice is given, the Administrator is authorized to have published in a newspaper of general circulation in the County the notice in substantially the same form as attached hereto as Exhibit B.

Section 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bond, and the Bond shall no longer be deemed to be outstanding hereunder when:

- (a) such Bond shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or
- (b) payment of the principal of and interest on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Paying Agent in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the Paying Agent. At such time as the Bond shall no longer be deemed to be outstanding hereunder, such Bond shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);

Section 12. Exemption from State Taxes. Both the principal of and interest on the Bond shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

Section 13. Sale of Bond; Form of Notice of Sale. The Bond shall be offered for public sale on the date and at the time designated by the Administrator. A Notice of Sale shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the County not less than ten (10) days prior to the date set for such sale.

Section 14. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or of the County's tax base.

Section 15. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the Council as follows:

- (a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code of Laws of South Carolina, 1976, as amended; and
- (b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Bonds.

Section 16. Tax Covenants. The County hereby covenants and agrees with the holders of the Bond that no use of the proceeds of the Bond shall be made which, if such use had been reasonably expected on the date of issue of the Bond would have caused the Bond to be “arbitrage bonds,” as defined in Section 148 of the Internal Revenue Code of 1986 (the “Code”), and to that end the County hereby shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Series 2008 Bond are outstanding;

- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States;
- (c) make such reports of such information at the time and places required by the Code; and
- (d) not take any action which will, or fail to take any action which failure will, cause interest on the Bond to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bond.

Section 17. Miscellaneous. The Council hereby authorizes the Administrator and the Clerk to Council to execute such documents and instruments as may be necessary to effect the issuance of the Bond. The Council hereby retains the law firm of McNair Law Firm, P.A., as bond counsel in connection with the issuance of the Bond.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
FLORENCE COUNTY
((WINDY HILL/OLANTA RURAL VOLUNTEER FIRE DISTRICT)
GENERAL OBLIGATION BOND, SERIES 2008

R-1

\$ _____

KNOW ALL MEN BY THESE PRESENTS, that Florence County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to _____ in _____, South Carolina, its successors or registered assigns, the principal sum of _____ (\$ _____) with interest thereon at the rate of _____% per annum. This Bond is payable in _____ installments of principal and interest, commencing _____ and _____ thereafter until this Bond is paid.

Both the principal of and interest on this Bond are payable at the principal office of _____ in _____, South Carolina, in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

For the payment hereof, both principal and interest, as they respectively mature; and for the creation of a sinking fund to aid in the retirement and payment thereof the full faith, credit and taxing power of the County are irrevocably pledged, and there shall be levied and collected, annually upon all taxable property in the Windy Hill/Olanta Rural Volunteer Fire District (the "Fire District") an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

This Bond is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 19 of the Code of Laws of South Carolina, 1976, as amended; Ordinance No. 31-2006/07 duly enacted by the Florence County Council (the "County Council") on April 5, 2007, and Ordinance No. _____ duly enacted by the County Council on _____, 2008.

The County shall have the option to prepay this Bond in whole or in part at any time prior to its maturity without penalty.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection annually upon all taxable property in the Fire District, without limitation as to rate or amount, sufficient to pay the principal and interest on this

Bond as the same shall respectively mature and to create a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this Bond to be executed in its name by the manual or facsimile signature of the Chairman of the County Council and attested by the manual or facsimile signature of the Clerk to County Council under the seal of the County impressed, imprinted or reproduced hereon and this Bond to be dated the _____ day of _____, 2008.

FLORENCE COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk to County Council

DRAFT

REGISTRATION

This Bond has been registered in the name of _____ in _____, South Carolina, on the registration books kept by the County Treasurer, Florence County, South Carolina.

Dated this ____ day of _____, 2008.

County Treasurer, Florence County, South Carolina

DRAFT

NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Florence County, South Carolina (the "County"), on _____, 2008, enacted an ordinance entitled "ORDINANCE NO. _____ AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF A NOT TO EXCEED \$600,000 GENERAL OBLIGATION BOND OF FLORENCE COUNTY, SOUTH CAROLINA (WINDY HILL/OLANTA RURAL VOLUNTEER FIRE DISTRICT), SERIES 2008, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and sale of a not to exceed \$600,000 General Obligation Bond, Series 2008, or such other appropriate series designation (the "Bond") of the County.

The proceeds of the Bond will be used to construct and equip a new fire station, to pay costs of issuance of the Bond, and for such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Florence County.

FLORENCE COUNTY, SOUTH CAROLINA

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Second Reading - Ordinance No. 38-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 38-2007/08.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 38-2007/08.

Sponsor(s) : County Council
 First Reading : June 5, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : June 19, 2008
 Public Hearing : June 26, 2008
 Third Reading : June 26, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 38-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial Park, And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County ("Florence") and Williamsburg County ("Williamsburg"), South Carolina, are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and
2. In order to promote the economic welfare of the citizens of both Williamsburg and Florence, by providing employment and other benefits to the citizens of Williamsburg and Florence, Williamsburg and Florence agreed to develop jointly an industrial and business park (the "Park") as provided in Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and
3. In furtherance of the above, Williamsburg and Florence executed an Agreement for Development of Joint County Industrial and Business Park dated as of December 1, 1998, as amended (the "Agreement"); and
4. The Agreement, by it's terms, contemplates the expansion of the Park by inclusion of additional parcels within the Park or the reduction of the Park by the exclusion of parcels that are a part of the Park from time to time; and
5. Williamsburg and Florence desire to amend the Agreement to expand the Park and include an additional parcel that has been designated as an industrial site in Florence County.

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

1. The Agreement is hereby amended to expand the Park premises that are located in Florence County to include within the Park the property described in Exhibit A attached hereto.

2. The Chairman of the Florence County Council is hereby authorized to execute and deliver on behalf of Florence County an Amendment to Agreement for Development of Joint County Industrial and Business Park in substantially the form attached hereto as Exhibit B.
3. This Ordinance shall be effective immediately upon adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Second Reading - Ordinance No. 39-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project JLL, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 39-2007/08.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 39-2007/08.

Sponsor(s) : County Council
 First Reading/Introduction : June 5, 2008
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : June 19, 2008
 Public Hearing : June 26, 2008
 Third Reading : June 26, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 39-2007/08

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, South Carolina, And Project JLL, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

WHEREAS:

1. Florence 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 Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the Act; through which powers 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 remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. The County is authorized and empowered to provide special source revenue credits or payments ("Special Source Credits") against fee in lieu of tax payments pursuant to the provisions of Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "the SSRC Act"); and
3. The County is authorized and empowered, pursuant to Title 4, Chapter 1, of the Code of Laws of South Carolina 1976, as amended, to include property upon which a project is located in a multi-county park, with the appropriate consents and approvals of a partnering county, and by separate ordinance, the County has taken action to place the Project in a multi-county park in cooperation with Williamsburg County; and
4. Pursuant to the Act, and in order to induce certain investment in the County, the County will adopt a Resolution to be dated as of June 26, 2008, authorizing an inducement and millage rate agreement (the "Inducement Agreement") for the benefit of those companies identified as Project JLL, with respect to the acquisition of certain land, the construction of certain

buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and

5. The Project is anticipated to result in a taxable investment of approximately \$20,000,000 and in the creation of approximately 500 new jobs within five years the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and
6. The County has determined on the basis of the information supplied to it by Project JLL that the Project is a "project" as defined in the Act and is eligible to become "economic development property" as that term is defined in the Act and that the Project would serve the purposes of the Act; and
7. Pursuant to the Inducement Agreement, the County has agreed to enter into a fee in lieu of tax agreement with Project JLL, whereby the County would provide therein for a payment of fee in lieu of taxes by Project JLL with respect to the Project pursuant to the FILOT Act, and provide Special Source Credits to Project JLL with respect to the Project pursuant to the SSRC Act (collectively, the "Fee Agreement"); and
8. Project JLL has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes and the provision of Special Source Credits which the County proposes to execute and deliver; and
9. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

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

Section 1. It is hereby found, determined and declared by the County Council as follows:

- (a) The Project constitutes a "project" as defined in the FILOT Act and will constitute "economic development property" as said term is referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) The terms and provision of the Inducement Agreement are hereby ratified and approved and incorporated herein and made a part hereof;
- (c) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;

- (d) The Project will rise to no pecuniary liability of the county or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The inducement of the location of the Project within the County and the State is of paramount importance;
- (f) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the benefits of the Project are greater than the costs; and
- (g) 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 is properly classified as economic development property.

Section 2. The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to Project JLL and cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The provision of this Ordinance are hereby declared to be separable and if any section, phrase or provisions 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 hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, June 19, 2008

AGENDA ITEM: Ordinance No.40-2007/08
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By GBA Ships Florence, Inc. Located At 781 St. Andrews Road, Florence From R-1, Single-Family Residential District To PD, Planned Development District Shown On Florence County Tax Map No. 00074, Block 1, Parcel 12 Consisting Of 12.2 +/- Acres.]

POINTS TO CONSIDER:

1. The property is located in Council District 9.
2. The property currently has a fellowship center located on the lot with the majority of the lot wooded.
3. The property is currently zoned R-1, Single Family Residential District.
4. The applicants wish to rezone the property to PD, Planned Development District.
5. The property is surrounded by residential properties.
6. This property is designated in an Existing Residential area according to the Comprehensive Plan.
7. This request does comply with the Comprehensive Plan.

OPTIONS:

1. *(Recommended)* Approval of Ordinance No. 40 - 2007/08 To Rezone Property Owned By GBA Ships Florence, Inc. Located At 781 St. Andrews Rd, Florence From R-1, Single-Family Residential District To PD, Planned Development District Shown On Florence County Tax Map No. 00074, Block 1, Parcel 12 Consisting Of 12.2 +/- Acres.
(Planning Commission approved 8-0.) (Council District 9)
2. Provide An Alternative Directive

Attachments:

Copies of the following are attached:

1. Ordinance No. 40-2007/08
2. Staff Report - PC#2008-35
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Master plan
9. Conceptual drawing
10. Comprehensive Plan information
11. Consolidated Zoning Ordinance information

Sponsor(s) : Planning Commission
 Planning Commission Consideration : May 27, 2008
 Planning Commission Public Hearing : May 27, 2008
 Planning Commission Recommendation : May 27, 2008 [Approved 8-0]
 First Reading/Introduction : June 19, 2008
 Committee Referral : N/A
 Second Reading : July 17, 2008
 Third Reading : August 21, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 40-2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By GBA Ships Florence, Inc. Located At St. Andrews Road, Florence From R-1, Single-Family Residential District To PD, Planned Development District Shown On Florence County Tax Map No. 00074, Block 1, Parcel 12 Consisting Of 12.2 +/- Acres.]

WHEREAS:

1. Article 9, Section 9.1 entitled "Intent" of Chapter 30-Zoning Ordinance of the Florence County Code establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are not 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. Article 9, Section 9.5 entitled "Administrative Procedures, Action" of Chapter 30-Zoning Ordinance of the Florence County Code for Florence County republished January, 2008, provides a procedure for amending the Official Zoning Map of the County of Florence; and
3. The procedure has been followed by the Florence County/Municipal Planning Commission at a public hearing on May 27, 2008.

NOW THEREFORE, BE IT ORDANINED BY COUNTY COUNCIL OF THE COUNTY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED BY THE AUTHORITY THEREOF, THAT:

1. Property located at 781 St. Andrews Road bearing Tax Map 00074, Block 1, Parcel 12 is hereby rezoned to PD, Planned Development in accordance with the attached development plan.
 - I. The Planned Development rezoning shall be with the following conditions:

Allowed Uses (NAICS):
 Church (813110)
 Office Building (561)
 Distribution Center (424)
 Book Store (424)
 Town Home Units (81411)

Setback Requirements:

30 foot setback around property

Town homes will have a 25 foot setback from property line

Tree Protection

Trees in setback areas and non-buildable areas will remain undisturbed

Signs

Small OM Ships sign on St. Andrews Rd: 9' - 6" wide x 5' - 6" tall x 1' - 9" thick / brick column

Large OMS sign on Southborough Rd: 8' - 0 " wide x 11' - 0" tall x 1' - 8" thick

- II. Said property being officially rezoned to the classification Planned Development (PD), the official zoning map of Florence County is so amended to reflect said change.
- 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
James C. Rushton, III, County Attorney

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION**

June 19, 2008

PC#2008-35

ORDINANCE NO. 40-2007/08

Subject: Rezoning request to PD, Planned Development District from R-1, Single-Family Residential District

Location: Property located at 781 St. Andrews Rd. in Florence County

Tax Map Number: 00074, Block 1, Parcel 12

Council District(s): 9, County Council

Owner of Record: Community Bible Fellowship

Applicant: Harald Smit

Land Area: Approximately 12.2 acres

Existing Land Use and Zoning:

The subject property is mostly undeveloped and has an active church on the property. The property is currently zoned R-1, Single-Family Residential District.

Proposed Land Use and Zoning:

The applicant proposes to zone the subject property to PD, Planned Development to facilitate a land use of a church, office building, distribution center, bookstore, and town home units.

Surrounding Land Use and Zoning:

North: Residential use / R-4, Florence County

South: Residential use / R-1, Florence County

East: Residential use / R-1, Florence County

West: Residential use / R-4, Florence County

Florence County Comprehensive Plan:

The subject property currently has the land use designation of Existing Residential. The applicant has requested to zone this property as a PD. This request complies with the Comprehensive Plan.

Staff Analysis:

Access and Circulation- Emergency access to the property will be by way of St. Andrews Rd and Southborough Rd.

Water and Sewer Availability- These services will be provided by the City of Florence Public Works.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be any waterway/body of water adjacent to the property. The property is not located in a flood zone.

Background- The applicant is requesting to change the zoning of the properties from R-1, Single-Family Residential District to PD, Planned Development District.

Traffic Review- The proposed change in zoning should have little effect on the traffic flow.

Florence County/Municipal Planning Commission: May 27, 2008

The eight Planning Commission members present approved the rezoning request unanimously at the meeting held on May 27, 2008.

Florence County/Municipal Planning Commission Recommendation:

The Planning Commission recommends approval of the rezoning request by Florence County Council based on the request being in compliance with the Comprehensive Plan.

DRAFT



0 150000 600 Feet

Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007



COUNTY COUNCIL DISTRICT(S): 9
PC#2008-35



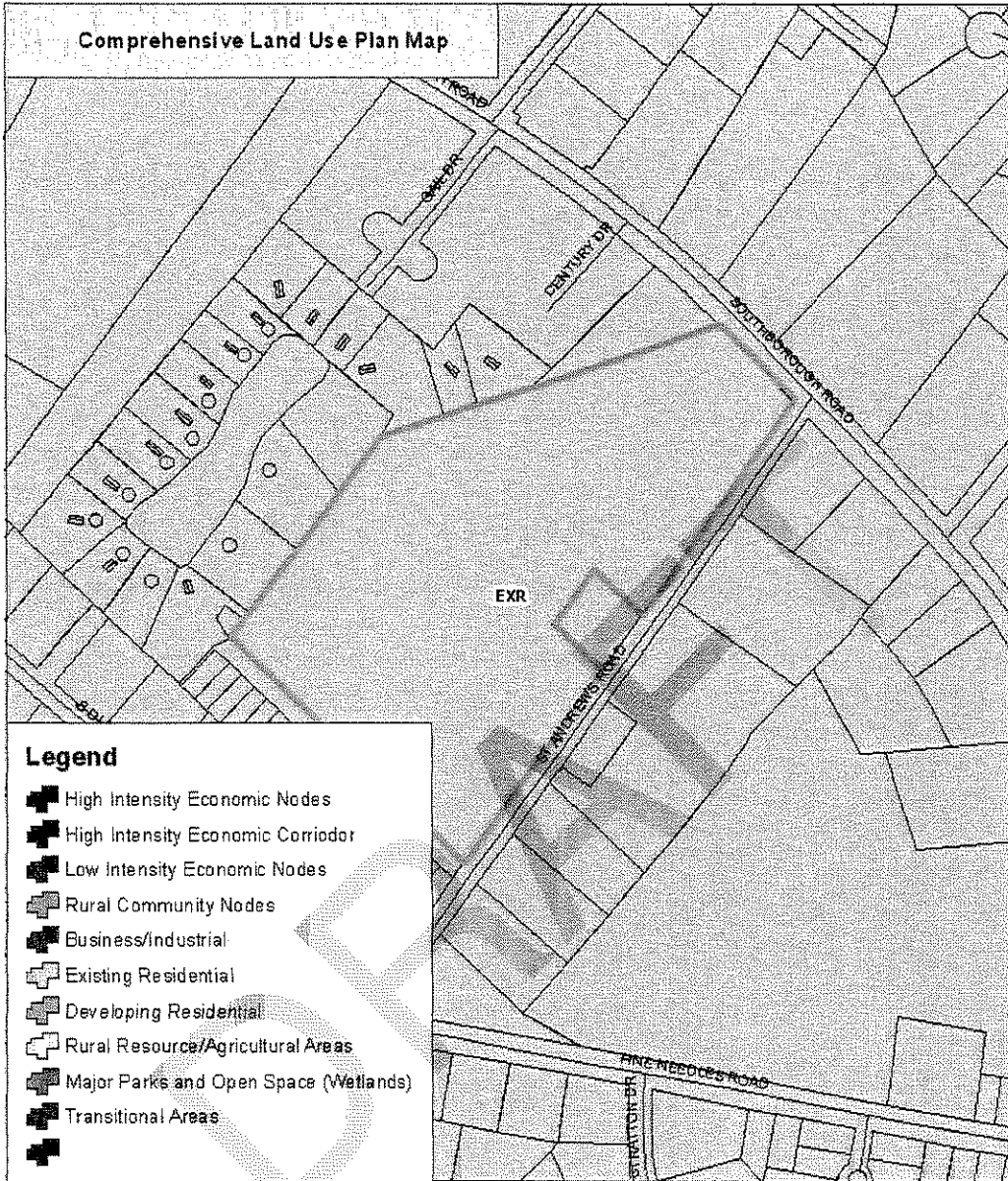
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Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 9
 PC#2006-35

Comprehensive Land Use Plan Map

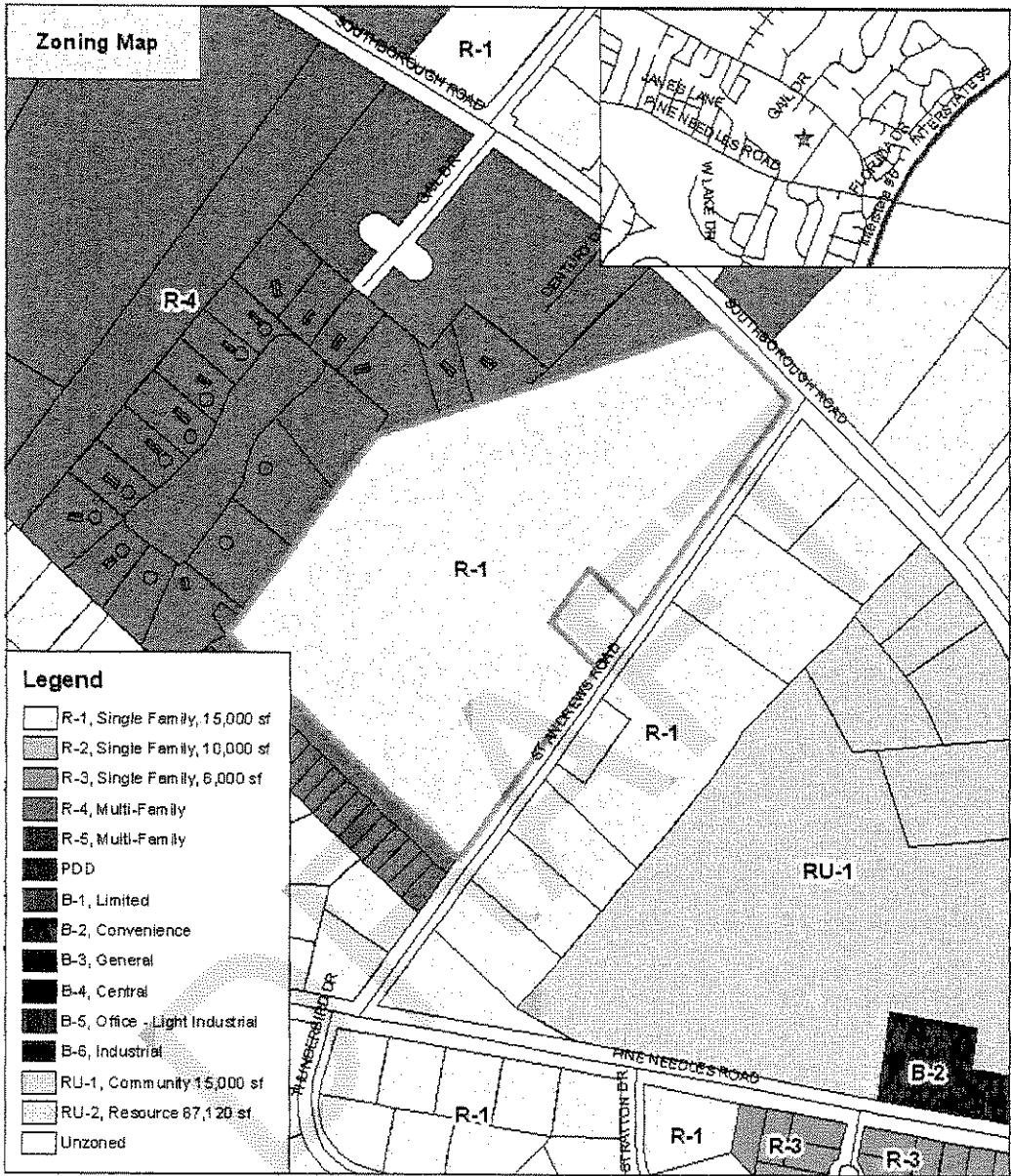


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Map Prepared by: RWE
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 & Building Inspections Department
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 2007

COUNTY COUNCIL DISTRICT(S): 9
PC#2008-35



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 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 9
PC#2008-35

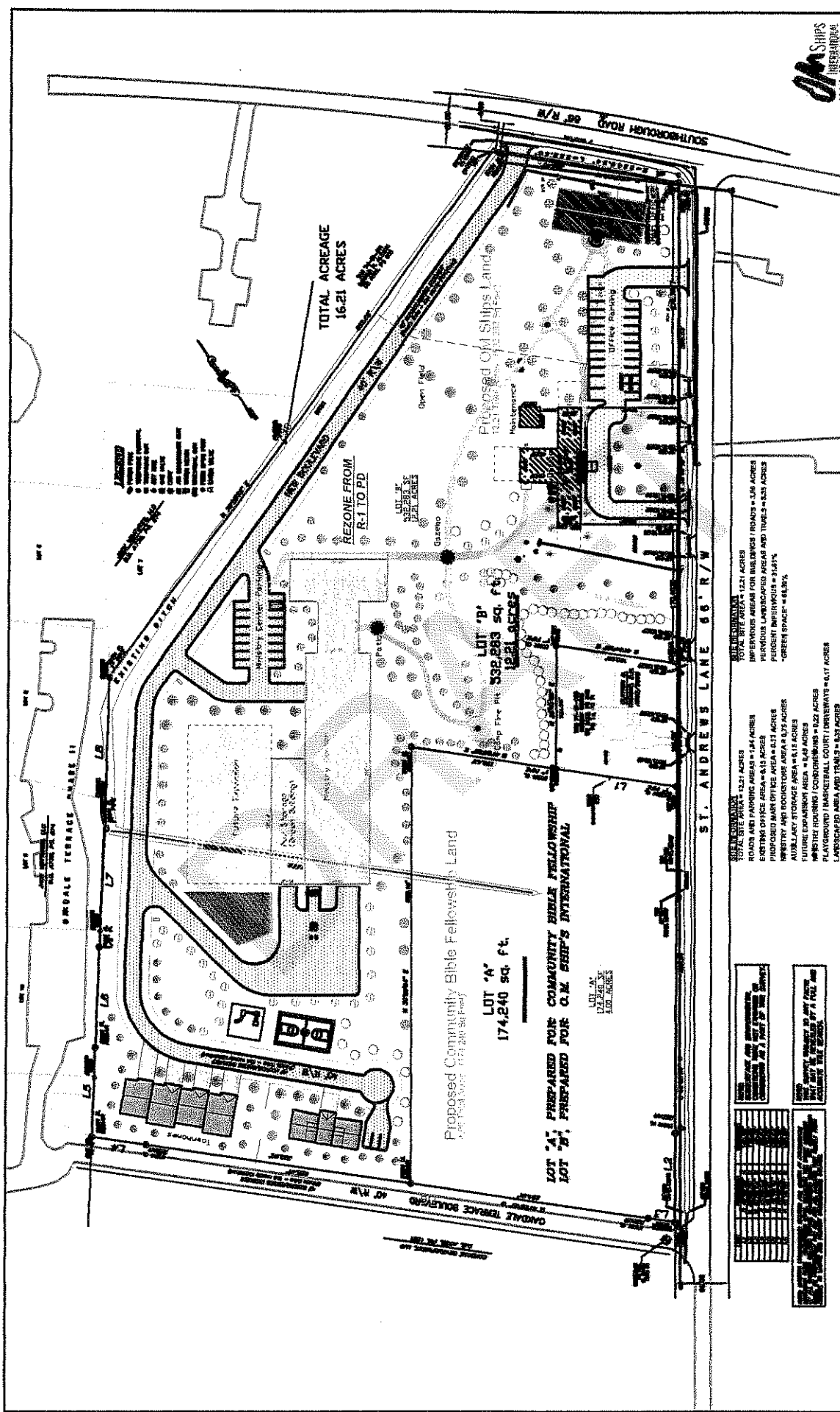
Florence County 2003 Orthophotography Map



Map Prepared by: RWE
Copyright 2007: Florence County/Municipal Planning
& Building Inspections Department
Geographic Information Systems
2007



COUNTY COUNCIL DISTRICT(S): 9
PC#2008-35



OM Ships
INTERNATIONAL

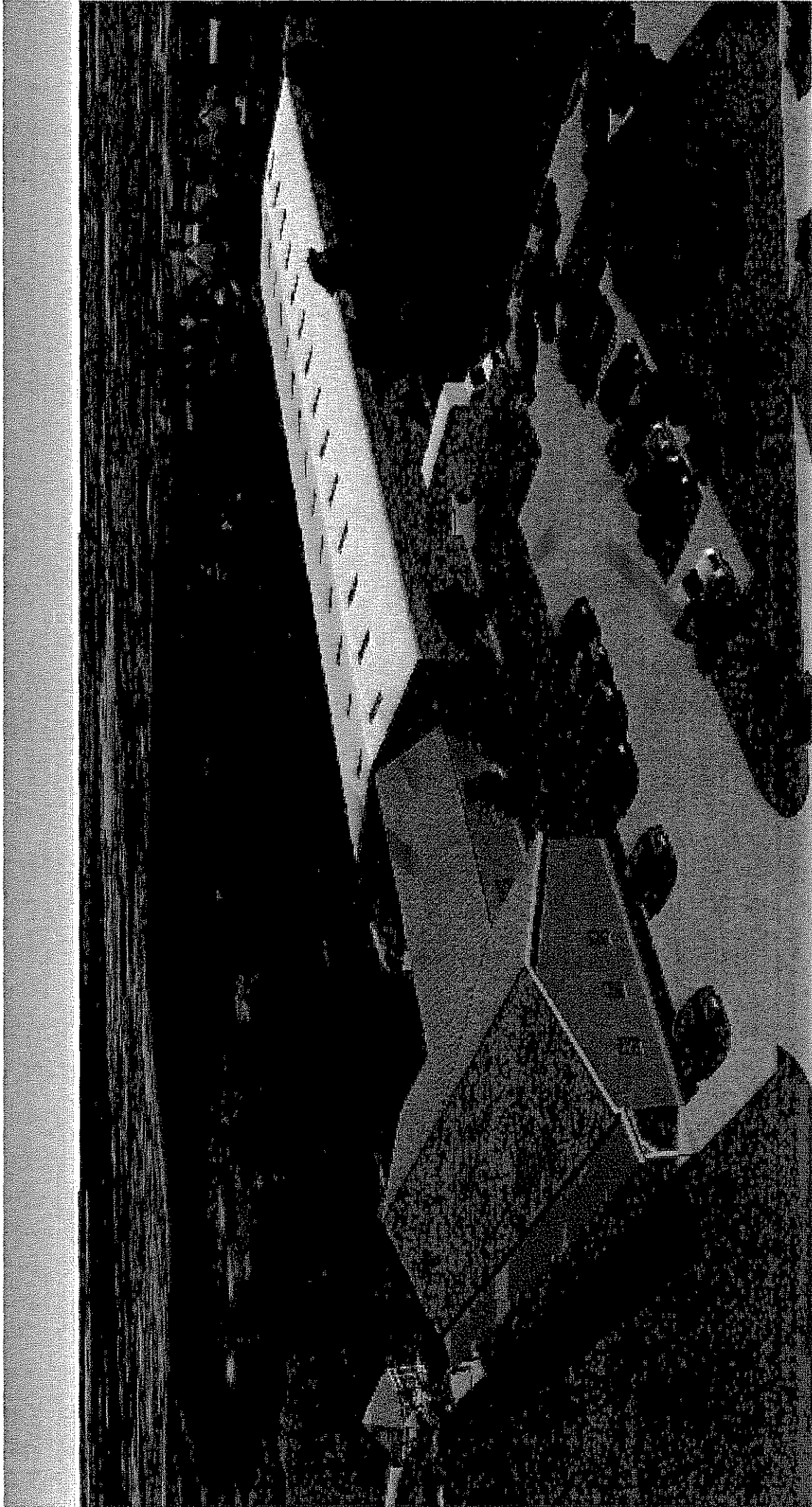
STANLEY CONSULTING ENGINEERING, LLC
CIVIL ENGINEERING - LAND PLANNING

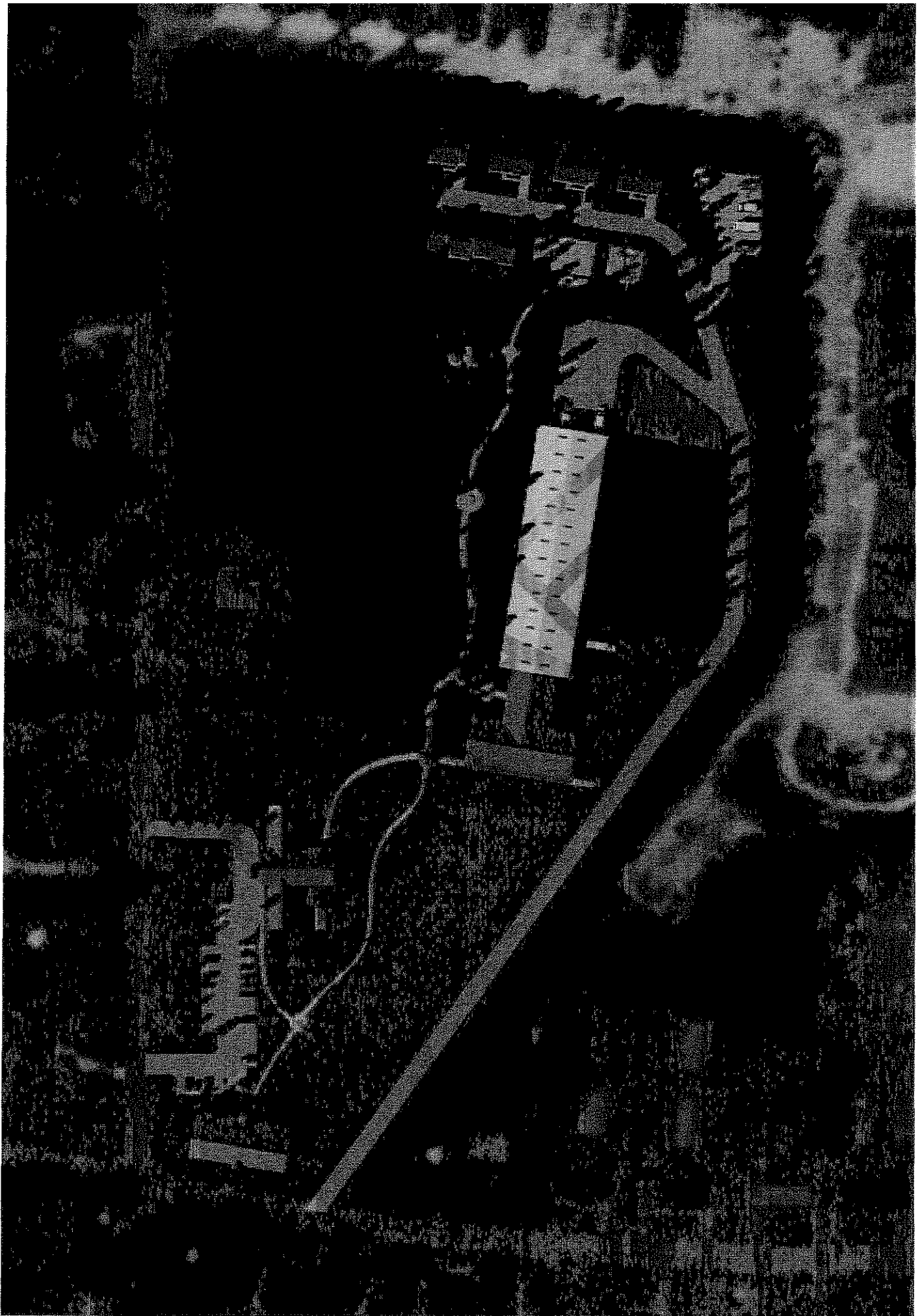
100 WEST 10TH STREET, SUITE 100, FLORENCE, S.C. 29501
TEL: (843) 661-7979 FAX: (843) 661-7978

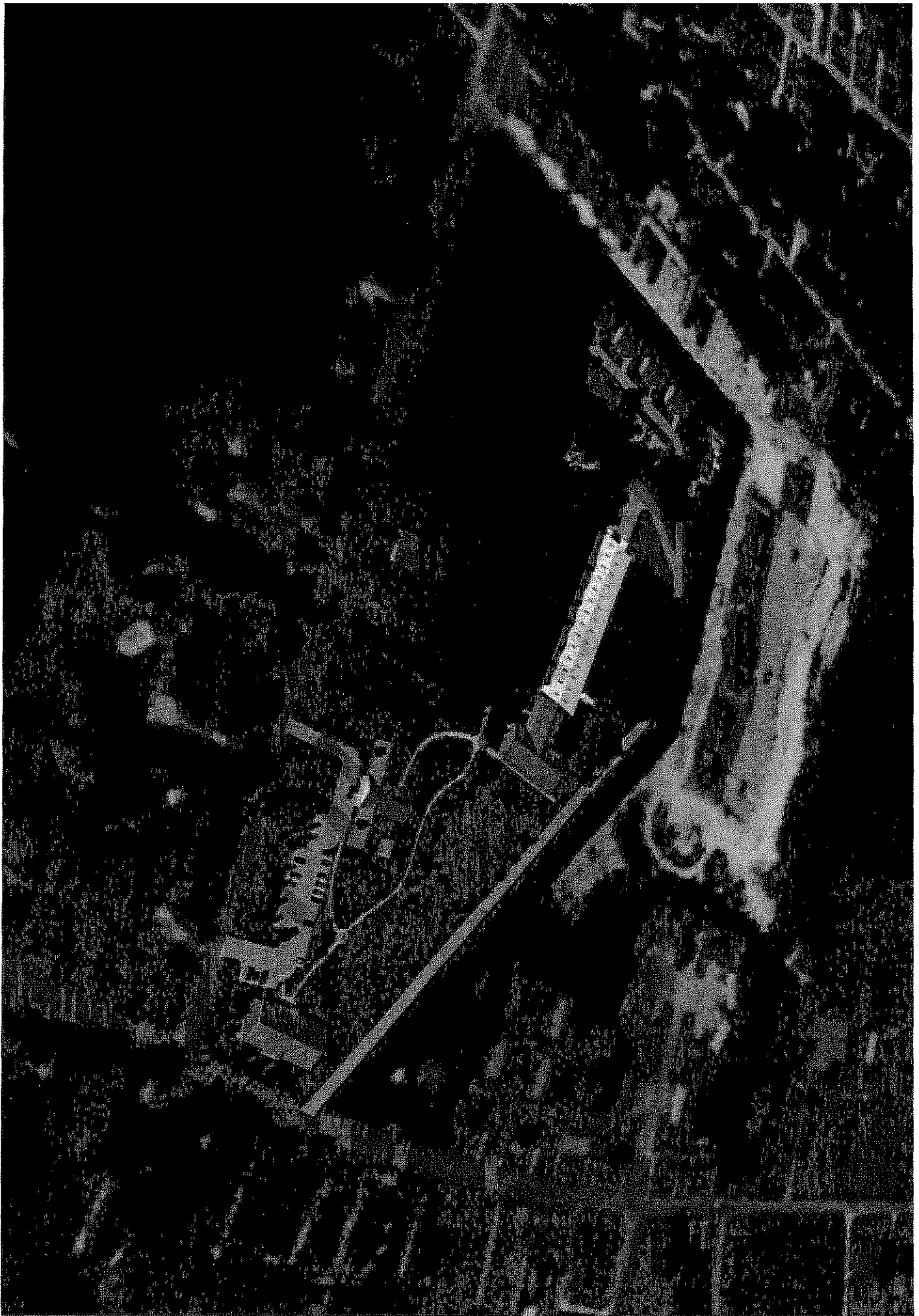
OM SHIPS INTERNATIONAL - Partner Ministries Office
781 ST. ANDREWS RD., FLORENCE, SOUTH CAROLINA 29501
OVERALL SITE PLAN

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	TOTAL SITE AREA	1,217,000	100%
2	IMPERVIOUS AREA FOR BUILDINGS / ROADS	500,000	41%
3	PERVIOUS LANDSCAPED AREA AND TOWLS	717,000	59%
4	"GREEN SPACE"	448,200	37%

NO.	DESCRIPTION	AREA (SQ. FT.)
1	TOTAL SITE AREA	1,217,000
2	ROAD AND PARKING AREA	150,000
3	PROPOSED MAIN OFFICE	100,000
4	MINISTRY AND STORAGE AREA	100,000
5	AUXILIARY STORAGE AREA	100,000
6	FUTURE EXPANSION AREA	100,000
7	PERVIOUS LANDSCAPED AREA	100,000
8	PLAYGROUND / BASKETBALL COURT / DRIVEWAYS	100,000
9	LANDSCAPED AREA AND TREES	100,000







Comprehensive Plan Attachment:

Residential Areas Existing Residential

Existing residential areas represent one of the most important resources in the county. As such, the retention and protection of such areas are paramount.

Objective

The objective of this designation is to identify and protect the character and present use of residential resources (existing neighborhoods and subdivisions) and to prohibit development which would compromise or infringe on the prevailing character or continued use of such resources for residential purposes. Also, this designation is designed to promote in-filling of such areas with like uses as an efficient means of meeting future housing demands, and limiting sprawl.

Strategy

The following strategies are designed to implement the objective of this classification.

- ✓ Identify and map such areas.
- ✓ Structure and apply zoning and development regulations aimed at protecting the use and integrity of such areas.
- ✓ Monitor existing subdivisions for sign of change of use and/or deteriorating conditions, and take appropriate action to stabilize and/or revitalize such areas for continued residential use.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Protect and sustain existing residential areas, including property values and amenities	<ul style="list-style-type: none"> ❖ Single-family detached, site built dwellings ❖ Manufactured housing compatible with design characteristics, safety, and habitability standards required of site built housing ❖ Institutional uses in support of and compatible with residential uses, e.g. schools, churches, parks, and recreation facilities 	<ul style="list-style-type: none"> ❖ Most non-residential uses, including commercial, industrial, and business uses ❖ Multi-family residential uses ❖ Mobile and Manufactured homes not meeting standards for inclusion with single-family site built dwellings

ZONING ORDINANCE ATTACHMENT

PD, Planned Development District

The intent of the Planned Development District is to encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare.

Within the PD, regulations adapted to unified planning and development are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

In view of the substantial public advantage of “planned development”, it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, June 19, 2008

AGENDA ITEM: Ordinance No.41-2007/08
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By Cedell and Sylvia C. Burgess Located At 605 Davis Street, Lake City And Leroy Burgess Located In The 400 Block Of Green Haven Avenue, Lake City From R-4, Multi-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00169, Block 31 Parcels 54 And 12 Consisting Of 11.53+ Acres.]

POINTS TO CONSIDER:

1. The properties are located in Council District 1.
2. The property located at 605 Davis Street is currently vacant.
3. The property located off of Green Haven Street is currently occupied by a single-family residence.
4. The properties are currently zoned, R-4, Multi-Family Residential District, Limited.
5. The applicants wish to rezone the properties to RU-1, Rural Community District.
6. The property is surrounded by commercial properties and some residentially-developed properties.
7. This property is designated in an Existing Residential area according to the Comprehensive Plan.
8. This request does comply with the Comprehensive Plan.

OPTIONS:

1. ***(Recommended)*** Approval of Ordinance No.41-2007/08 To Rezone Properties Owned By Cedell And Sylvia C. Burgess Located At 605 Davis Street, Lake City And Leroy Burgess Located In The 400 Block Of Green Haven Avenue, Lake City From R-4, Multi-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00169, Block 31, Parcels 54 and 12 Consisting Of 11.53+ Acres.
(Planning Commission approved 8-0.)(Council District 1)
2. Provide An Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.41-2007/08
2. Staff report-PC#2008-38
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Consolidated Zoning Ordinance information

Sponsor(s) : Planning Commission
 Planning Commission Consideration : May 27, 2008
 Planning Commission Public Hearing : May 27, 2008
 Planning Commission Recommendation : May 27, 2008[Approved 8-0]
 First Reading/Introduction : June 19, 2008
 Committee Referral : N/A
 Second Reading : July 17, 2008
 Third Reading : August 21, 2008
 Effective Date : immediately

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

ORDINANCE NO. 41 -2007/08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By Cedell and Sylvia C. Burgess Located At 605 Davis Street, Lake City And Leroy Burgess Located In The 400 Block Of Green Haven Avenue, Lake City From R-4, Multi-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00169, Block 31 Parcels 54 And 12 Consisting Of 11.53+ Acres.]

WHEREAS:

1. Section 30.291 entitled "Intent" of Chapter 30-Zoning Ordinance of the Florence County Code establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are not 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. Section 30.297 entitled "Administrative Procedures, Action" of Chapter 30-Zoning Ordinance of the Florence County Code for Florence County republished January 2008 provides a procedure for amending the Official Zoning Map of the County of Florence; and
3. The procedure has been followed by the Florence County/Municipal Planning Commission at a public hearing on May 27, 2008.

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

1. Property located at 605 Davis Street and in the 400 block of Green Haven Avenue bearing Tax Map 169, Block 3, Parcels 54 and 12 are hereby rezoned to RU-1, Rural Community 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

 K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
June 19, 2008
PC#2008-38
ORDINANCE NO. 41-2007/08**

Subject: Rezoning request from R-4, Multi-Family Residential District to RU-1, Rural Community District

Location: Property is located on 605 Davis Street
Florence County

Tax Map Number: 169, Block 31, Parcel 54

Council District(s): 1; County Council

Owner of Record: Cedell Burgess

Applicant: W. Stanley Moore

Land Area: .53 acres

Existing Land Use and Zoning:

The subject property is currently vacant and zoned R-4, Multi-Family Residential District, Limited.

Proposed Land Use and Zoning:

The proposal is to rezone the subject property to RU-1, Rural Community District for a residential designed manufactured home.

Surrounding Land Uses and Zoning

North: Commercial/B-3/Florence County

South: Manufactured Home/R-4/Florence County

East: Commercial/R-4/ Florence County

West: Vacant/R-4/ Florence County

Florence County Comprehensive Plan:

The subject property is located in an Existing Residential area according to the Comprehensive Plan Land Use Map.

Staff Analysis:

Access and Circulation- Present access to the property is by way of Davis Street and Green Haven Avenue.

Water and Sewer Availability- These services are provided by the City of Lake City Public Works.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be any waterway/body of water adjacent to the property. This property is not in flood zone.

Background- The request is to rezone the subject property to RU-1, Rural Community District.

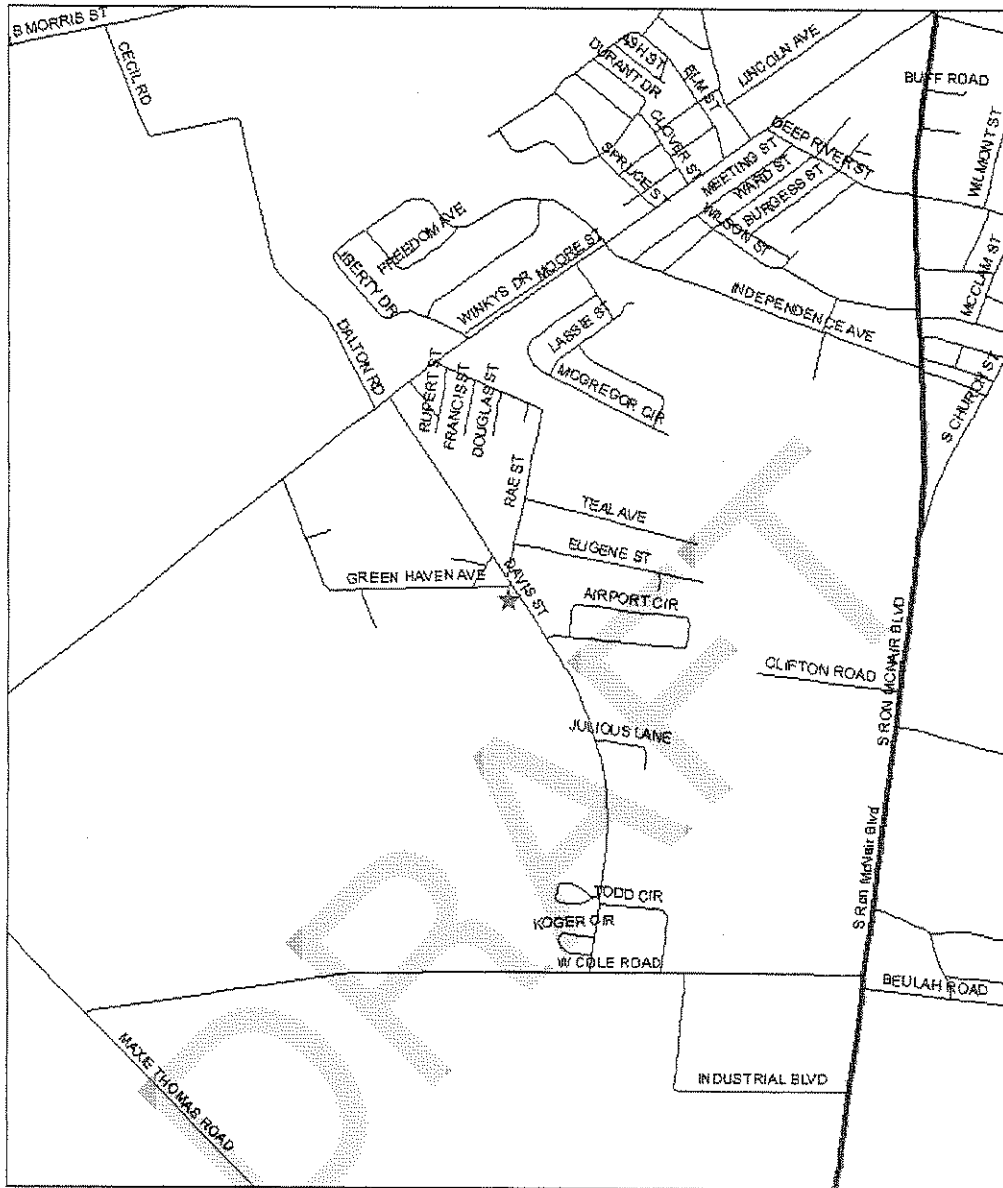
Florence County/Municipal Planning Commission Action: May 27, 2008

The eight Planning Commission members present approved the rezoning request unanimously at the meeting held on May 27, 2008 contingent upon the owner of Parcel 12 signing a rezoning application to include his parcel in this rezoning request so the present potential for spot zoning of the one parcel in the original request is alleviated.

Florence County/Municipal Planning Commission Recommendation:

Planning Commission recommends approval of the request by Florence County Council contingent upon the owner of Parcel 12 signing a rezoning application to include his parcel in this rezoning request. This would alleviate the potential of spot zoning.

DRAFT



075800 Feet

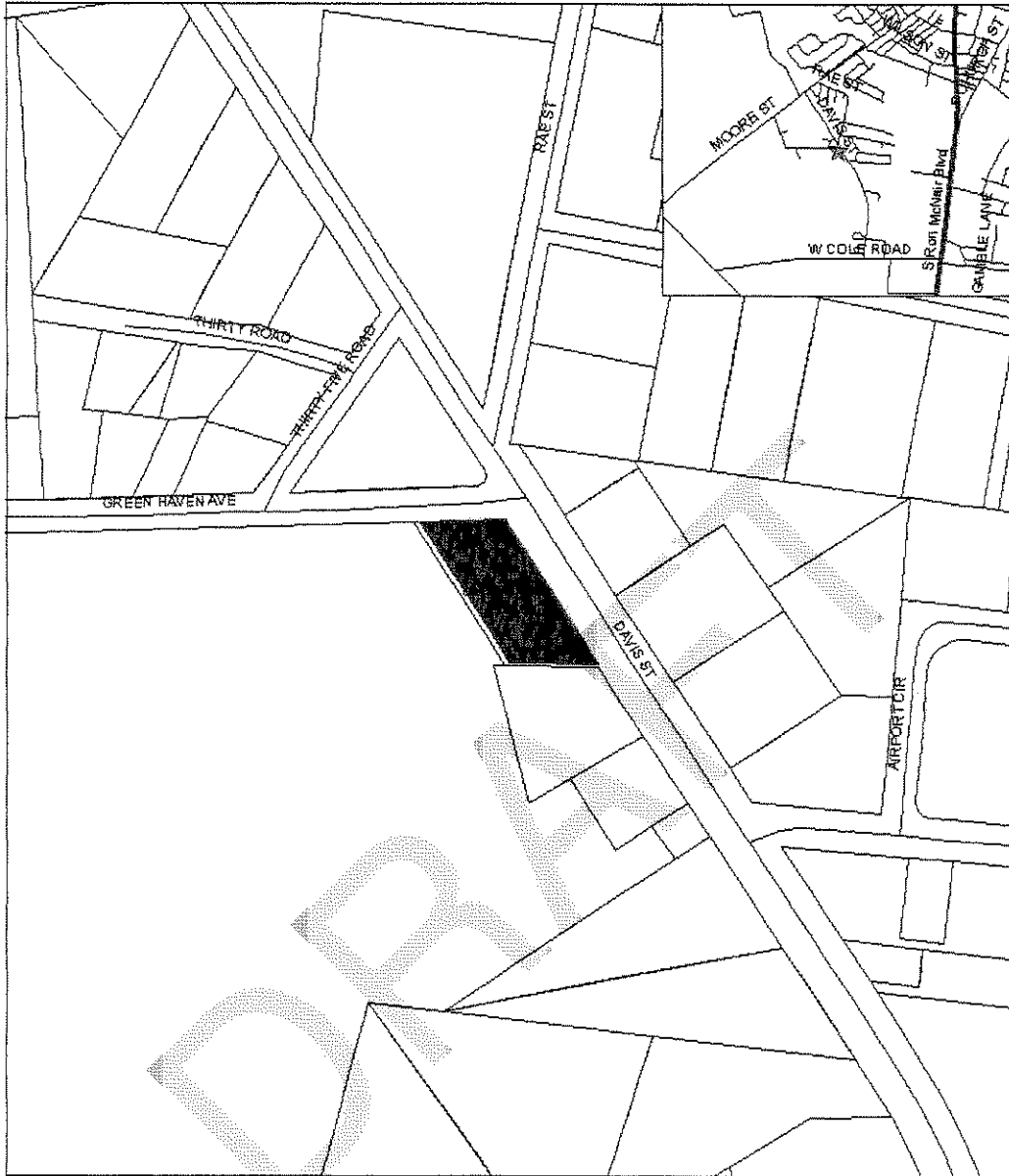


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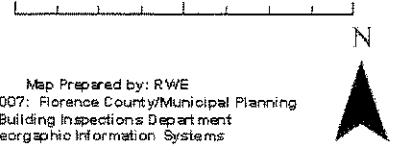


Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 1
 PC#2006-38

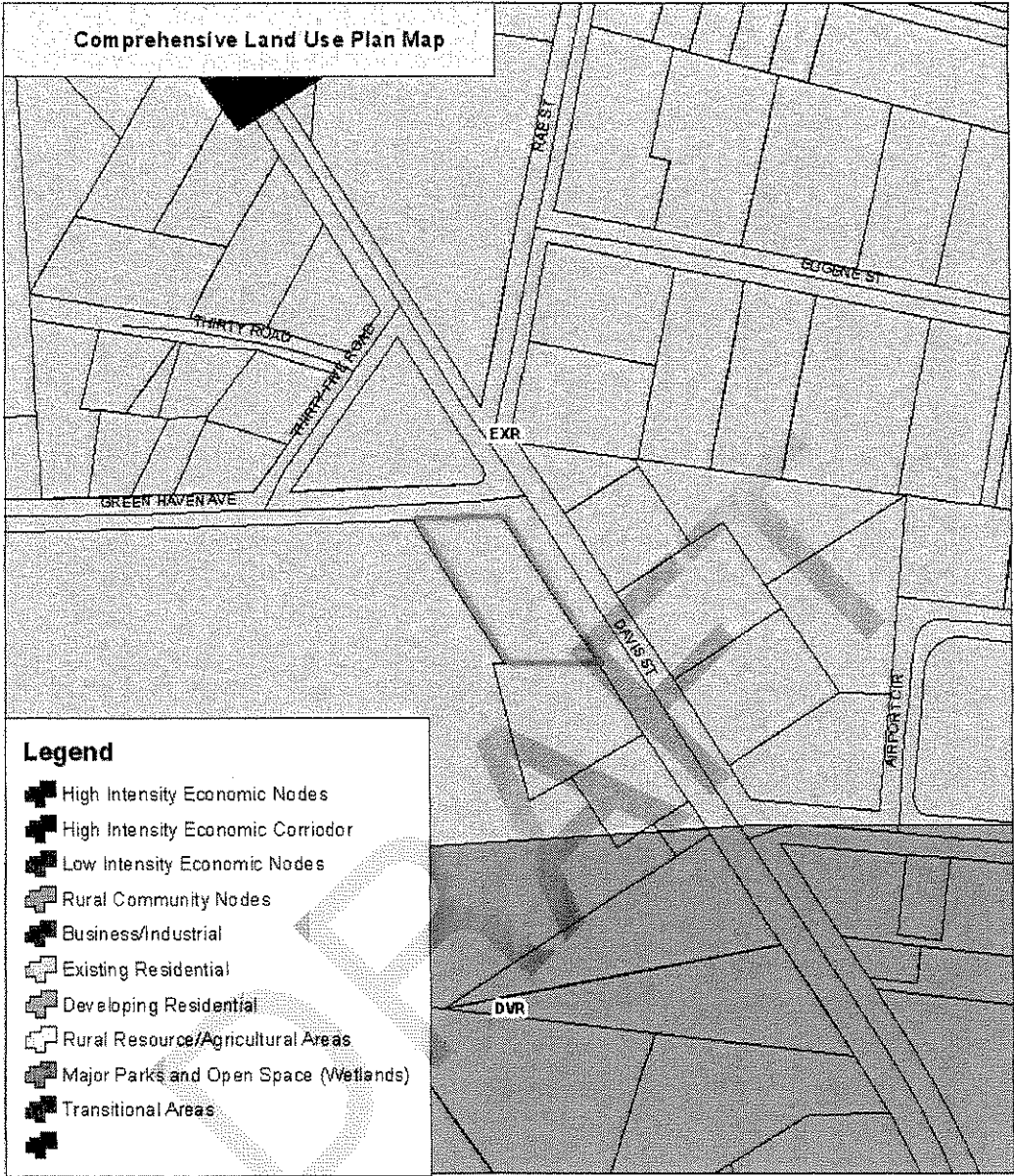


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Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

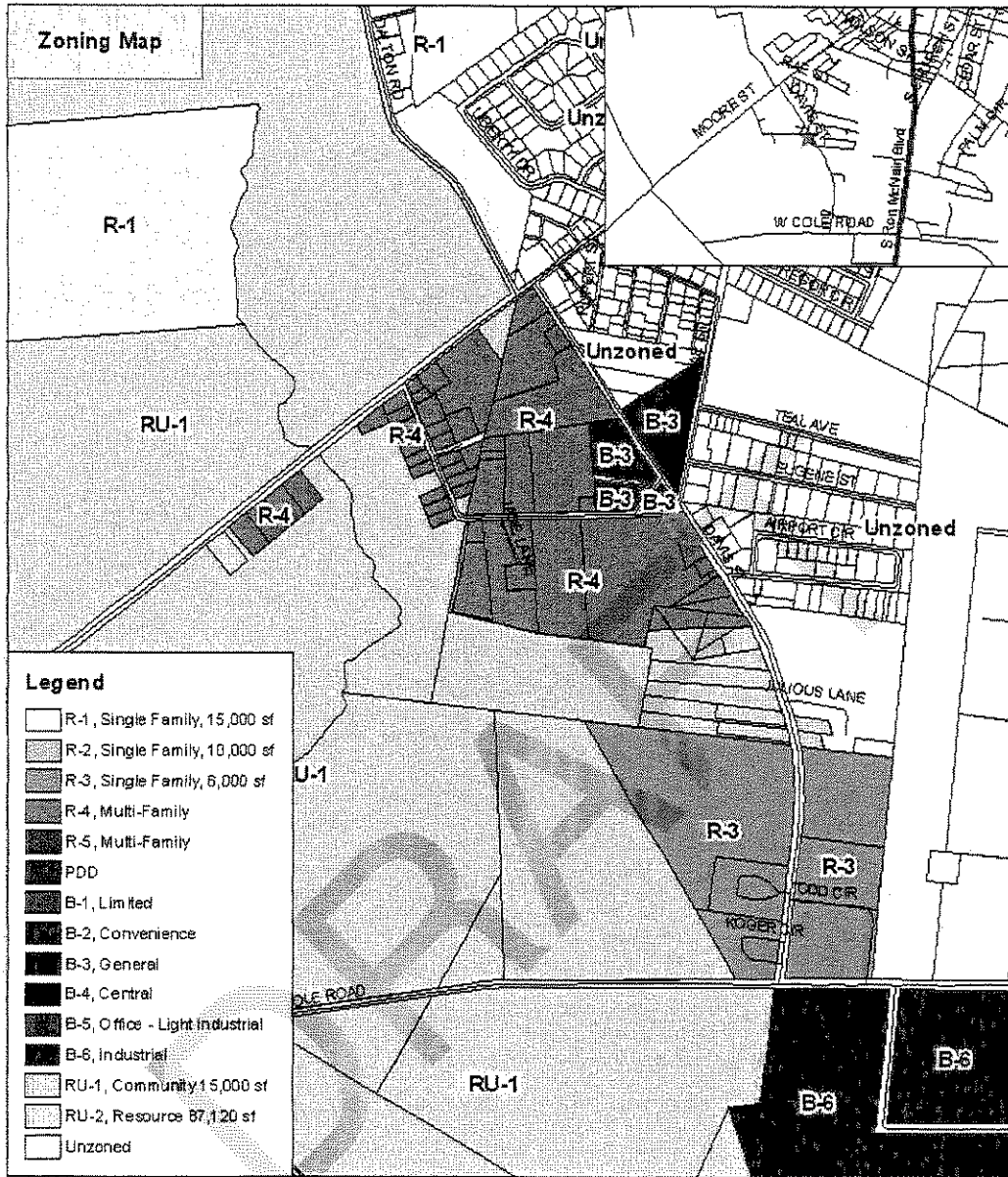
COUNTY COUNCIL DISTRICT(S): 1
PC#2008-38



Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007



COUNTY COUNCIL DISTRICT(S): 1
PC#2006-38



0 550 1,100 2,200 Feet

N

Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 1
 PC#2008-38

Florence County 2003 Orthophotography Map



Map Prepared by: RWE
Copyright 2007: Florence County/Municipal Planning
& Building Inspections Department
Geographic Information Systems
2007



COUNTY COUNCIL DISTRICT(S): 1
PC#2008-38

Comprehensive Plan Attachment:

Residential Areas Existing Residential

Existing residential areas represent one of the most important resources in the county. As such, the retention and protection of such areas are paramount.

Objective

The objective of this designation is to identify and protect the character and present use of residential resources (existing neighborhoods and subdivisions) and to prohibit development which would compromise or infringe on the prevailing character or continued use of such resources for residential purposes. Also, this designation is designed to promote in-filling of such areas with like uses as an efficient means of meeting future housing demands, and limiting sprawl.

Strategy

The following strategies are designed to implement the objective of this classification.

- ✓ Identify and map such areas.
- ✓ Structure and apply zoning and development regulations aimed at protecting the use and integrity of such areas.
- ✓ Monitor existing subdivisions for sign of change of use and/or deteriorating conditions, and take appropriate action to stabilize and/or revitalize such areas for continued residential use.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Protect and sustain existing residential areas, including property values and amenities	<ul style="list-style-type: none"> ❖ Single-family detached, site built dwellings ❖ Manufactured housing compatible with design characteristics, safety, and habitability standards required of site built housing ❖ Institutional uses in support of and compatible with residential uses, e.g. schools, churches, parks, and recreation facilities 	<ul style="list-style-type: none"> ❖ Most non-residential uses, including commercial, industrial, and business uses ❖ Multi-family residential uses ❖ Mobile and Manufactured homes not meeting standards for inclusion with single-family site built dwellings

ZONING ORDINANCE ATTACHMENT

RU-1, Rural Community District

The intent of this district is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Boards & Commissions

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Filling vacancies on Boards and Commissions.

POINTS TO CONSIDER:

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

OPTIONS:

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

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

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting on: June 19, 2008

AGENDA ITEM: Reports to Council
Grant Award South Carolina Department of Health and Environmental Control

DEPARTMENT: Florence County Administration
Grants Department

ISSUES UNDER CONSIDERATION:

Council is requested to formally accept grant award #21 wo 09 in the amount of \$8,730 as approved by the South Carolina Department of Health and Environmental Control under the FY09 Used Oil Grant Program to cover contract costs for used oil filter recycling, public education and professional development for the Recycling Coordinator.

POINTS TO CONSIDER:

1. Florence County will utilize the South Carolina Department of Health and Environmental Control FY09 Used Oil Grant to cover contract costs associated with used oil filter recycling at the manned convenience centers, to assist in public education and to provide professional development for the Recycling Coordinator.
2. The grant funds will be used to pay for contract services to recycle used oil filters, public education materials and professional development for the Recycling Coordinator.
3. Matching funds are not required.

FUNDING FACTORS:

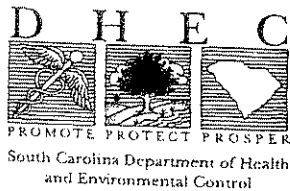
1. \$8,730 = Total costs for the FY09 Used Oil program for Florence County as outlined under the South Carolina Department of Health and Environmental Control program grant funds for FY09.

OPTIONS:

1. (*Recommended*) Council is requested to accept the grant from the South Carolina Department of Health and Environmental Control in the amount of \$8,730 to operate the County's used oil recycling program for FY09 and authorize the designation of appropriate general ledger accounts within the Grant Fund to appropriately account for the FY-2009 Used Oil grant.
2. Provide an Alternative Directive.

ATTACHMENTS:

1. Award Letter from the South Carolina Department of Health and Environmental Control.



USED OIL RECYCLING GRANT AGREEMENT
Section 44-96-160, S.C. Code of Laws

GRANT NOTIFICATION INFORMATION

Grantee: Florence County

Mailing Address: 180 North Irby Street
MSC-G
Florence, SC 29501

Federal Employer Identification Number: 57-6000351

Grant Number: 21 wo 09

Grant Execution Date: The later of June 1, 2008 or upon obtaining the final signature on this grant agreement.

Grant Ending Date: June 30, 2009

Grant Amount: \$8,730.00

Authorized Representative: Richard Starks
Phone Number: (843) 665-3035
FAX Number: (843) 292-1607

Contact Person: Kathy Nephew
Address: 180 North Irby Street
MSC-g
Florence, SC 29501
Phone Number: (843) 292-1603
FAX Number: (843) 292-1607

Financial Officer: Kathy Nephew
Address: 180 North Irby Street
MSC-G
Florence, SC 29501
Phone Number: (843) 292-1603
FAX Number: (843) 292-1607

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Report to Council

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

The Boys & Girls Clubs of the Pee Dee Area requests financial assistance for renovations/improvements to the facility located at 310 W. Roughfork Street.

OPTIONS:

Consideration of funding for financial assistance to the Boys & Girls Club of the Pee Dee Area for renovations/improvements.

ATTACHMENT:

A copy of correspondence dated April 15, 2008 from Neal L. Zimmerman, Jr., Executive Director, Boys & Girls Clubs of the Pee Dee Area.



BOYS & GIRLS CLUBS
OF THE PEE DEE AREA

April 15, 2008

Councilman Al Bradley
403 Wildwood Drive
Quinby, SC 29506

Boys and Girls Clubs
of the Pee Dee Area, Inc.
310 W. Roughfork Street
P.O. Box 93
Florence, SC 29503
Tel 843-662-1142
Fax 843-667-8594
www.bgcpda.org

Dear Councilman Bradley:

As you know, the Florence Boys & Girls Club at 310 W. Roughfork Street was built in the late-1960's. After over 37 years, it needs a complete overhaul to bring the building up to standards. In addition, for the past 10 years we have far exceeded the building's optimal capacity of 80 children, serving 135 children a day during the school year and over 250 children a day during the summer. Our members attend 26 different schools from throughout Florence County and beyond.

In working with our national office and information gathered from the community we have designed a renovated club facility that the community can be proud of and is projected to serve the local community's needs for at least the next 10 years.

To date we have secured or have pledged \$1.2M of the \$1.5 million project. We need your assistance in helping us complete this project.

Here is an overview of the project:

Expansion Project includes

- 8,000 sq. ft. expansion and renovations to the existing 14,800 sq. ft. facility
- Replacement of gym roof
- A complete exterior facelift

Objectives of Expansion

- Increase optimal building capacity from 80 to 256 youth.
- Increase program space (excluding the gym) from 1,776 sq. ft. to 8,516 sq. ft. and add a teaching kitchen
- provide adequate program space for current members, 135 a day (school) and 200 a day (summer)
- Allow the Club to actively recruit new members for the first time in 9 years due to the additional space
- Allow teen programming during the day in the summer
- Provide Teen-only areas, including a separate entrance
- Improve safety at the Club through design, allowing for better staff observation of all entrances, activity rooms and restrooms, and eliminating hidden spaces

Officers
Tom Simms
Chairman

Allie Brooks
Chairman-Elect

Frank Avent
Tim Mayhugh
Lawrence Smith
Vice Chairmen

Buddy Brand
Treasurer

Erik Marechal
Secretary

Richard Harrington
Immediate Past Chairman

Board of Directors

Karen Acosta
Heath Atkinson
Suzi Ball
David Banner
Kenny Barnes
Rob Berger
Al Bradley
May Cunningham
Carlton Davidson
Jay Dowd
Trip DuBard
John Edwards
Tom Ewart
Marion Ford
Gary Harris
Robert Harris
Billy Heustess
Karin Heustess
Helen Holland
Charles Howard, Jr.
Billy Jarrell
Thornell Kirven
Chris Lynch
William Maiambri
John Miller
Bill Odom
Jeff Paolucci
Dr. Leroy Peterson
Max Rhodes
Robb Sasser
Osbbie Scipio
Richard Skipper
Andy Whitener
George Wilds
Billy D. Williams
Glynn Willis
Priscilla Zimmerman

Executive Director
Neal L. Zimmerman, Jr.



The Positive Place For Kids

- Improve safety of parking lot by moving main entrance away from traffic and car congestion
- Provide adequate member and staff-only restrooms (we currently have only 4 stalls.)
- Provide adequate office space for administrative and program staff
- Include space for collaborative efforts with other agencies and community outreach programs
- Maintain existing tennis courts and playground area
- Allow for better utilization of volunteers and allows more volunteer opportunities
- Place the Club in a better position to actively recruit state and federal grants. Current limited space and bad design hampers Club from applying to certain funding sources.
- The new facility will include the following program areas:
 - 2 Learning Centers (one for teens and one for younger members)
 - game room for younger members & teen lounge/gameroom for older members
 - 3 meeting rooms for leadership, prevention & health programs
 - 2 tutoring rooms
 - art room
 - teaching kitchen and café
 - gymnasium
 - fitness/exercise room
 - technology lab

We need a total of \$1,500,000 for project completion. To date major investors in the project include the Drs. Bruce & Lee Foundation, Senator Leatherman, Rep. James Clyburn, the City of Florence, 2 local foundations and numerous individuals.

County Council's commitment of \$50,000 to the project is very important as we work toward creating a Club that is truly "The Positive Place For Kids" for the over 2400 Florence County youth being served a year by Bys & Girls Club. The Council's support will also help us maximize the matching portion of the Drs. Bruce & Lee Foundation grant.

If you have any questions, please call me at 843-662-1142 (work) or 843-617-2386 (cell).

Attached you will find 2 two drawings highlighting our plans.

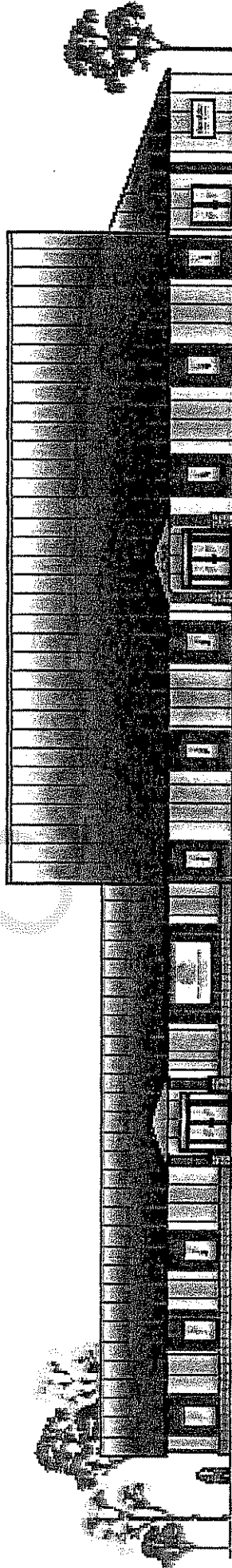
We greatly appreciate any assistance you can provide to help us complete the expansion and renovation, and

Thanks!


Neal L. Zimmerman, Jr.
Executive Director

A Beacon of Hope

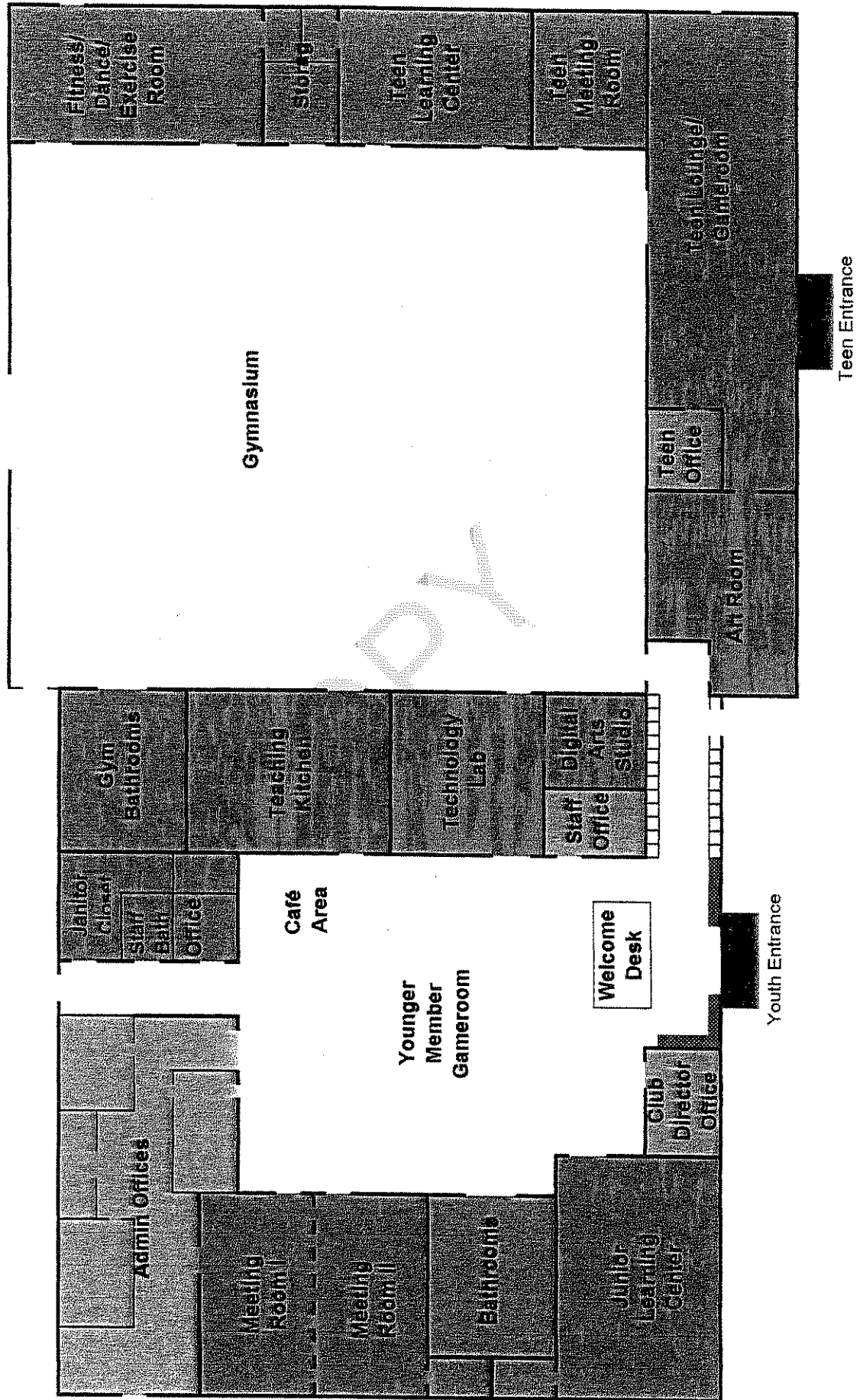
The Expansion & Renovation of the Florence Boys & Girls Club



The Positive Place For Kids

A Beacon of Hope
 The Florence Boys Girls Club
 Expansion Renovation Project

Expansion | Renovated Portion



FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Reports

DEPARTMENT: FY2008/2009 State Accommodations Tax Allocations Recommended
Finance

ISSUE UNDER CONSIDERATION: Approval of FY2008/2009 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 22, 2008 and received applications for the FY2008/2009 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.
4. This item was deferred at the previous Council meeting.

FUNDING FACTORS:

1. \$250,000 = Total one-time costs for FY2008/2009
2. \$250,000 is funded from State Accommodations Tax funds budgeted in Fund 35. (See p. 176 in FY08/09 budget book)

OPTIONS:

1. *(Recommended)* Approve the expenditure of \$250,000 in State accommodations tax funding allocations as recommended by the Accommodations Tax Advisory Committee for FY2007/2008.
2. Refer all or some of the allocation recommendations to an Accommodations Tax Reconciliation Committee

ATTACHMENT:

1. Spreadsheet listing the recommendation of the Accommodations Tax Advisory Committee.

Florence County Accommodations Tax Funding Recommendations for FYR 2008-2009

Organization / Event/Project Name	FY08/09 Request	Recommendations
Florence Regional Arts Alliance	\$ 15,000.00	\$ 12,000.00
The Frontage Road Association	\$ 16,000.00	\$ 10,000.00
Freedom Florence (City of Florence)	\$ 30,000.00	\$ 25,000.00
Francis Marion University - Art's Alive Festival	\$ 15,000.00	\$ 3,000.00
Florence Tennis Association	\$ 8,000.00	\$ 5,000.00
Boys & Girls Clubs of the Pee Dee - CC Basketball Tournament	\$ 8,000.00	\$ 2,500.00
Florence City-County Civic Center	\$ 102,536.00	\$ 50,000.00
Masterworks Choir	\$ 5,000.00	\$ 1,500.00
Florence Little Theatre	\$ 15,000.00	\$ 5,000.00
Florence Museum of Art, Science and History	\$ 5,000.00	\$ 2,500.00
The Florence CVB	\$ 127,253.50	\$ 100,500.00
Pee Dee Tourism	\$ 20,000.00	\$ 15,000.00
Florence Symphony Orchestra	\$ 7,500.00	\$ 2,000.00
Florence Downtown Development Corp.	\$ 10,000.00	\$ 4,000.00
Southeastern Bluegrass Association of SC	\$ 5,000.00	\$ 2,000.00
Olanla Gator Festival	\$ 2,500.00	\$ 2,000.00
Woods Bay State Natural Area Interpretive	\$ 7,000.00	\$ 2,000.00
SC Dance Theatre	\$ 5,000.00	\$ 1,000.00
Timmonsville Young Farmers	\$ 6,170.00	\$ 5,000.00
	\$ 408,959.50	\$ 250,000.00

FLORENCE COUNTY COUNCIL MEETING

June 19, 2007

AGENDA ITEM: Other Business
Road System Maintenance Fee (RSMF) Fund
Council District 6

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve the expenditure of funds from Council District 6 RSMF funding allocation in an amount up to \$24,791.60 to replenish Jefferies Creek and Magic Drive with 2" of crushed asphalt.

ATTACHMENTS:

1. A copy of the Memorandum indicating the approval of Councilman Culberson.

FROM : FLO CO PUBLIC WORKS

PHONE NO. : 843 675 8625

Jun. 09 2008 12:11



FLORENCE COUNTY
Public Works Department

Arthur C. Gregg, Jr.
Public Works Director

TO: Russell Culberson, Council Member, District #6
FROM: Arthur C. Gregg, Jr., Public Works Director *ACG*
DATE: June 9, 2008
SUBJECT: Estimate - 2" Crushed Asphalt Jefferies Creek and Magic Drive

Estimated cost to replenish Jefferies Creek and Magic Drive with 2" of crushed asphalt is \$24,791.60.

If you accept this project as stated above, please give your approval by signing below.

Russell Culberson 6-9-08
Russell Culberson Date
Council Member

Payment to be made from the funding source indicated below:

_____ Infrastructure \$30 Resurfacing Fee

ACG, Jr./jg

FLORENCE COUNTY COUNCIL MEETING

June 19, 2008

AGENDA ITEM: Inactive Agenda
Ordinance No. 34-2007/08

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

At its regular meeting of June 5, 2008 Council referred the following Ordinance to the Committee on Public Service & County Planning:

Ordinance No. 34-2007/08: [An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located At 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.]

ATTACHMENTS:

Copies of the information provided in the June 5, 2008 agenda package.

FLORENCE COUNTY COUNCIL MEETING

Item For Meeting On: Thursday, June 5, 2008

AGENDA ITEM: Ordinance No.34-2007/08
Second Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located At 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.]

POINTS TO CONSIDER:

1. The property is located in Council District 5.
2. The subject property is currently a pasture for horses.
3. The property is currently zoned, R-1, Single-Family Residential District.
4. The applicants wish to rezone the property to R-3, Single-Family Residential District.
5. The property is surrounded by some vacant property and some residentially-developed property.
6. This property is designated as Rural Resource/Agricultural Area according to the Comprehensive Plan.
7. This request does comply with the Comprehensive Plan.

OPTIONS:

1. (***Recommended***) Denial of Ordinance No. 34-2007/08 To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located At 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.
(*Planning Commission denied 8-1.*)(*Council District5*)
2. Provide An Alternative Directive

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.34-2007/08
2. Staff report for PC#2008-28
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Consolidated Zoning Ordinance information

Sponsor(s) : Planning Commission
 Planning Commission Consideration : April 22, 2008
 Planning Commission Public Hearing : April 22, 2008
 Planning Commission Recommendation : April 22, 2008[Denied 8-1]
 First Reading/Introduction : May 15, 2008
 Committee Referral : N/A
 Second Reading : June 5, 2008
 Third Reading : June 19, 2008
 Effective Date : Immediately

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

ORDINANCE NO. 34-2007/ 08

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Sharon M. & Jerry D. Taylor Sr. Located On 3465 James Turner Road, Florence From R-1, Single-Family Residential District To R-3, Single-Family Residential District, Limited Shown On Florence County Tax Map No. 127, Block 1, Parcel 273 Consisting Of 1.56 Acres.]

WHEREAS:

1. Article 9, Section 9.1 entitled "Intent" of the Consolidated Zoning Ordinance establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are not 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. Article 9, Section 9.5 entitled "Administrative Procedures, Action" of the Consolidated Zoning Ordinance for Florence County adopted April 1, 1999, provides a procedure for amending the Official Zoning Map of the County of Florence; and
3. The procedure has been followed by the Florence County/Municipal Planning Commission at a public hearing on April 22, 2008.

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

1. Property located on 3465 James Turner Road bearing Tax Map 127, Block 1, Parcel 273, is hereby rezoned to R-3, Single-Family Residential 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

 K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
APRIL 22, 2008
PC#2008-28
ORDINANCE NO. 34-2007/08**

Subject: Zoning requests from R-1, Single-Family Residential District to R-3, Single-Family Residential District

Location: Property is located at 3465 James Turner Road, Florence County

Tax Map Number: 127, Block 1, Parcel 273

Council District(s): 5; County Council

Owner of Record: Sharon M. and Jerry D. Taylor Sr.

Applicant: Sharon M. and Jerry D. Taylor Sr.

Land Area: 1.56 acres

Existing Land Use and Zoning:

The subject property is currently a pasture for horses and is zoned R-1.

Proposed Land Use and Zoning:

The applicant has indicated proposed land use site for Mobile home. The applicant is proposing to zone the subject property to R-3, Single-Family Residential District.

Surrounding Land Use and Zoning:

North: Vacant /R-1/ Florence County

South: Single-family residential/ R-1 /Florence County

West: Single-family residential/ R-1 /Florence County

East: Single-family residential/ R-1/ Florence County

Florence County Comprehensive Plan:

The subject property is currently designated as Rural Resource/Agricultural Area as established by the Land Use Element of the Comprehensive Plan. The request does comply with the Comprehensive Plan.

Staff Analysis:

Access and Circulation- Present access to the property is by way of Alligator Road.

Water and Sewer Availability- These services are currently not provided by City of Florence.

Adjacent Waterways/Bodies of Water/Flood Zone- There does not appear to be a waterway/body of water adjacent to the property. The property is not in flood zone.

Background- The subject property is requesting zoning to R-3, Single-Family Residential District.

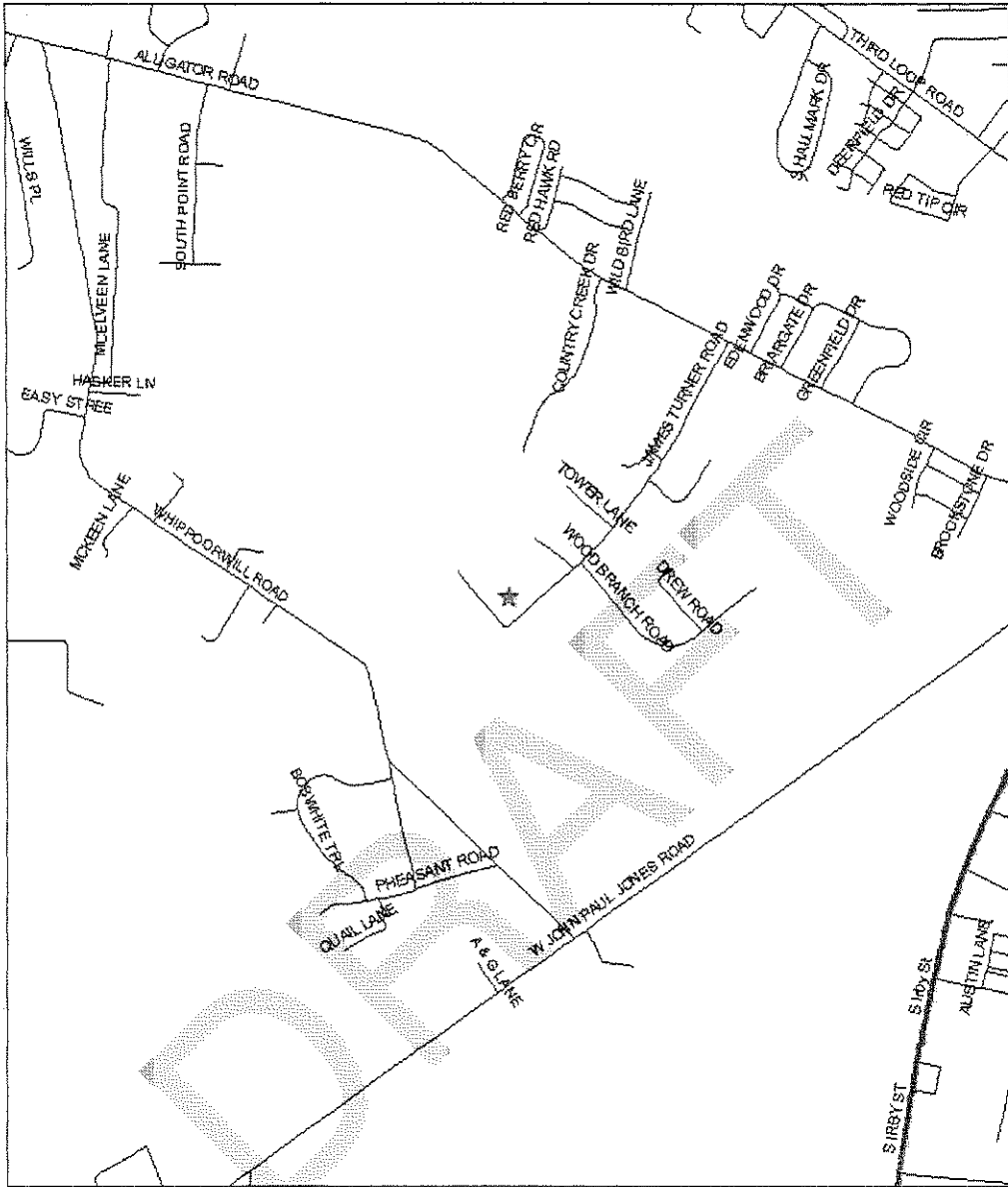
Florence County/Municipal Planning Commission Action April 22, 2008

The nine Planning Commission members present denied the request with a vote of eight in favor to deny and one opposed to denial at the meeting held on April 22, 2008. Though the rezoning request complies with the Comprehensive Plan, the vote of denial was due to the parcel being out of character for the neighborhood and minimum lot size for the R-3 zoning district not compatible for water and sewer.

Florence County/Municipal Planning Commission Recommendation:

The Planning Commission recommends denial of this request by the Florence County Council though the rezoning request complies with the Comprehensive Plan. The vote of denial was due to the parcel being out of character for the neighborhood and minimum lot size for the R-3 zoning district not compatible for water and sewer.

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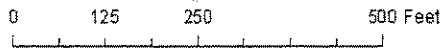


6600 Feet

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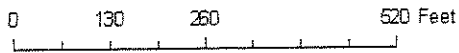
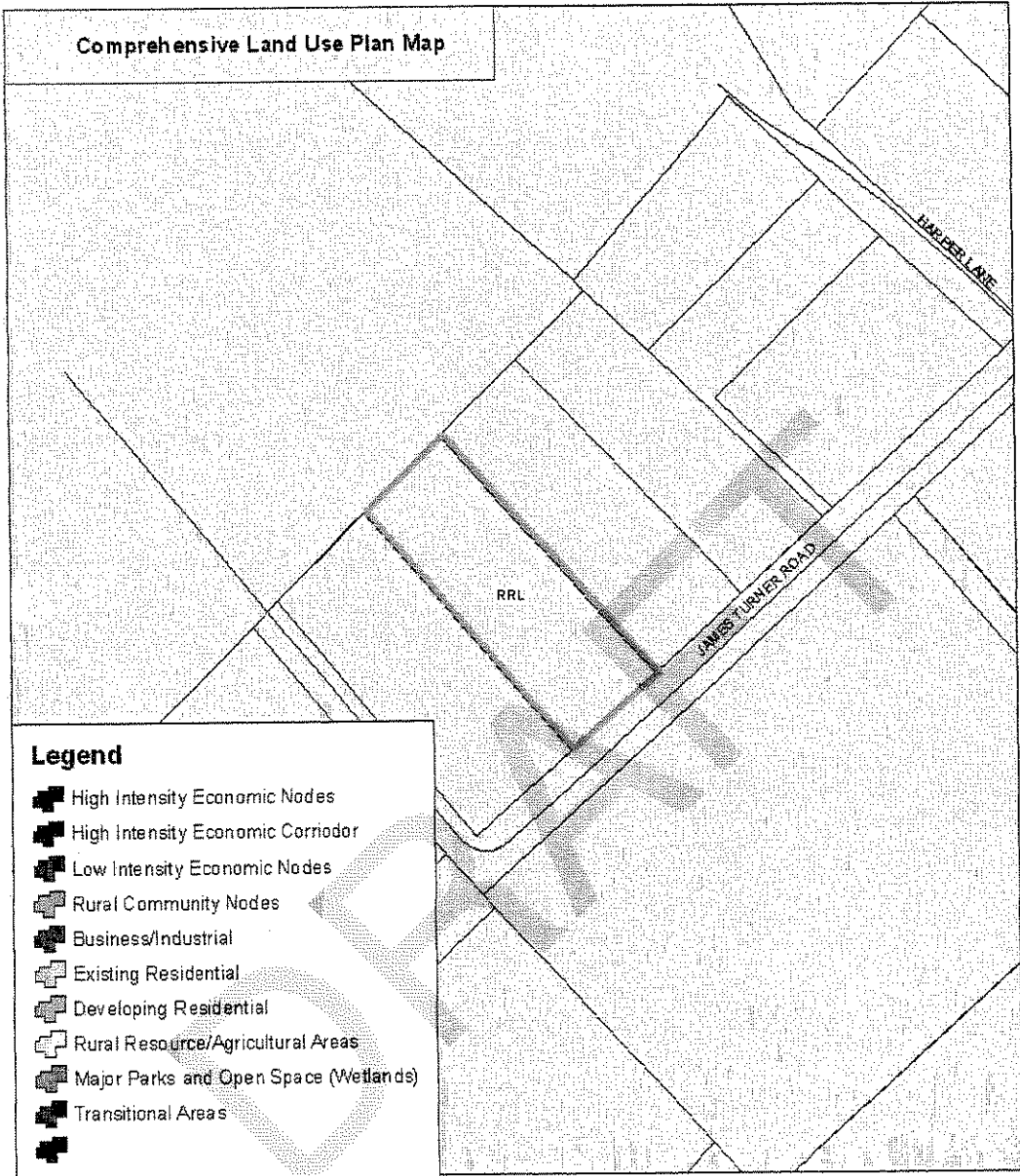


COUNTY COUNCIL DISTRICT(S): 5
PC#2008-28



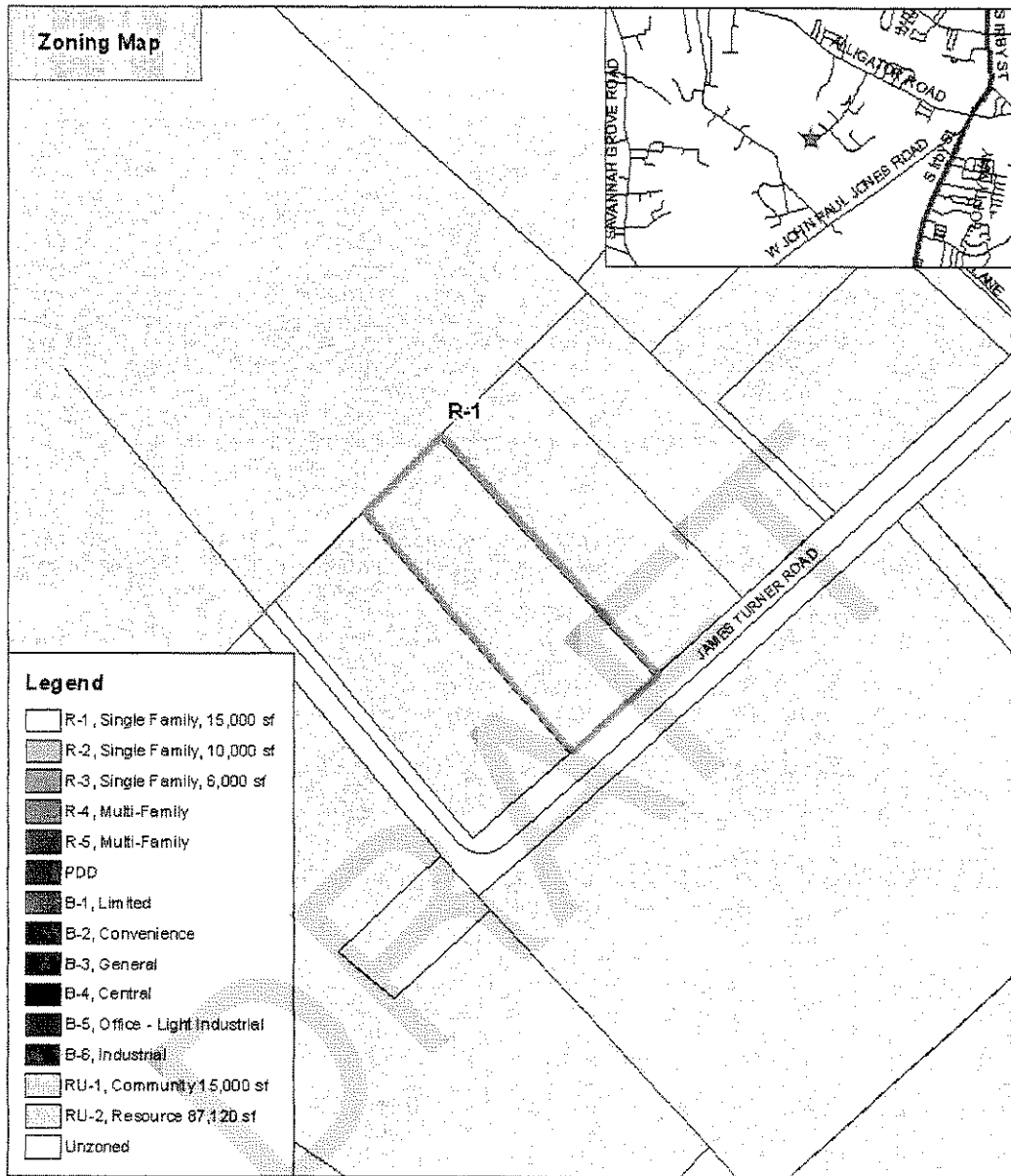
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COUNTY COUNCIL DISTRICT(S): 5
PCR2008-28



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COUNTY COUNCIL DISTRICT(S): 5
PC#2008-28



- Legend**
- R-1, Single Family, 15,000 sf
 - ▨ R-2, Single Family, 10,000 sf
 - ▩ R-3, Single Family, 6,000 sf
 - ▧ R-4, Multi-Family
 - ▦ R-5, Multi-Family
 - ▤ PDD
 - ▣ B-1, Limited
 - ▢ B-2, Convenience
 - B-3, General
 - B-4, Central
 - ▟ B-5, Office - Light Industrial
 - ▞ B-6, Industrial
 - ▤ RU-1, Community 15,000 sf
 - ▥ RU-2, Resource 67,120 sf
 - Unzoned

0 125 250 500 Feet



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COUNTY COUNCIL DISTRICT(S): 5
PC#2006-28

Florence County 2003 Orthophotography Map



0 100 200 400 Feet



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COUNTY COUNCIL DISTRICT(S): 5
PC#2006-28

Comprehensive Plan Attachment:

Rural Resource / Agricultural Areas

Most areas shown on the Plan Map generally are outside the path of projected development, characteristically rural and predominately undeveloped or in agricultural use at this time. Moreover, few changes to these areas are anticipated during the life of this Plan, provided urban sprawl is kept in check. The retention of open lands, woodlands, and wetlands which make up a large part of this area, are essential for clean air, water, wildlife, many natural cycles, and a balanced environment among other things. Even more essential from an economic perspective are the agricultural lands and farming operations in this area. These areas also provide a **rural environment** preferred by many people over subdivisions and higher density urban or community settings.

Objective

The objective of this classification is to conserve rural characteristics and resources, particularly agricultural, and maintain a balanced rural-urban environment.

Strategy

Strategies designed to implement this objective include:

- ✓ Setting an urban growth boundary which would limit urban intrusions into such areas.
- ✓ Monitoring and mitigating proposed changes which would alter or compromise the rural character of such area.
- ✓ Amending subdivision regulations to encourage cluster development with open space-agricultural land set aside as an alternative to large lot development.
- ✓ Prohibit through zoning high intensity development from the area.

Plan Compliance Matrix

PLAN MAP OBJECTIVES (Summary)	USE IN ACCORD WITH PLAN MAP OBJECTIVES	USES AT VARIANCE WITH PLAN MAP OBJECTIVES
Conserve rural characteristics and resources and maintain a balanced rural-urban environment	<ul style="list-style-type: none"> ❖ Single-family site built and manufactured dwellings ❖ Agricultural uses ❖ Small scale retail uses ❖ Agricultural related industrial uses ❖ Institutional uses 	<ul style="list-style-type: none"> ❖ High density residential uses ❖ Big Box retail ❖ Uses generally in conflict with rural values and characteristics

CONSOLIDATED ZONING ORDINANCE ATTACHMENT

R-1, R-2, and R-3 Single-Family Residential Districts

Aside from differences in lot sizes and densities, these districts are intended to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

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