

K. G. "Rusty" Smith, Jr.
District #1

Ken Ard
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Johnnie D. Rodgers, Jr.
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

H. Morris Anderson
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
LYNCHES RIVER COUNTY PARK
1110 BEN GAUSE ROAD
COWARD, SOUTH CAROLINA
THURSDAY, DECEMBER 10, 2009
9:00 A. M.

I. CALL TO ORDER: K. G. RUSTY SMITH, JR., CHAIRMAN

II. INVOCATION: H. MORRIS ANDERSON, SECRETARY/CHAPLAIN

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

IV. WELCOME: K. G. RUSTY SMITH, JR., CHAIRMAN

V. MINUTES: [1]

MINUTES OF THE NOVEMBER 19, 2009 REGULAR MEETING

Council Is Requested To Approve The Minutes Of The November 19, 2009
Regular Meeting Of County Council.

VI. PUBLIC HEARINGS: [15]
Council will hold public hearing on the following:

Ordinance No. 20-2009/10

An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South
Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of
An Infrastructure Financing Agreement Between Florence County, South
Carolina And Smurfit Stone Container Enterprises, Inc.

Ordinance No. 21-2009/10

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, 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. 22-2009/10

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And J.P. Morgan Chase, 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. 23-2009/10

An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 1998 Between Florence County, South Carolina And Williamsburg County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

Ordinance No. 24-2009/10

An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 2006 Between Florence County, South Carolina And Marion County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

VII. APPEARANCES:

A. HOME BUILDERS ASSOCIATION (HBA) OF THE GREATER PEE DEE

[16]

Darryl Hall, HBA Board President, Mark Nix, SC Executive Director of SC HBA, Or A Representative Request The Opportunity To Speak Before The Florence County Council To Request That The Florence County Building Code Official Be Granted Discretionary Authority As Authorized In Chapter 1 Under The Administration Of The 2006 IRC To Modify Or Accept Alternative Materials, Design And Methods Of Construction Based On New Science And/Or Research.

B. RYON WATKINS, EMS DIRECTOR

[18]

Mr. Watkins Requests To Appear Before Council To Inform Council Of A Collaborative Venture Between Florence County EMS And The Area Hospitals Regarding The Pre-Hospital Treatment Of Heart Attack Patients.

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)

June 18, 2009

Ordinance No.35-2008/09 (Revisions to Procurement Section of County Code)

Public Services & County Planning

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

January 17, 2008

Zoning Ordinance Amendment (Was Ordinance No. 18-2007/08)

February 5, 2009

Voter Registration/Election Office Building

October 15, 2009

Ordinance No. 13-2009/10 (Abatement of Unsafe Structures)

Justice & Public Safety

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

April 16, 2009

Ordinance No. 25-2008/09 (Ambulance Services)

Education, Recreation, Health & Welfare

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

October 16, 2008

Air Quality

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.)

City-County Conference Committee

(Council members Alphonso Bradley/Co-Chair, Russell W. Culberson, and Johnnie D. Rodgers, Jr.)

IX. RESOLUTIONS:

None presented prior to publication of the agenda.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 16-2009/10 [20]

An Ordinance To Adopt The Amendments To The Administrative Procedures For The Florence County Comprehensive Plan In Accordance With Title 6, Chapter 29, Section 520 Of The South Carolina Code Of Laws, 1976, As Amended.

(Planning Commission approved 8 – 0.)

2. ORDINANCE NO. 17-2009/10 [40]

An Ordinance To Rezone Property Owned By JAK Ventures LLC, Located At Oakdale Terrace Blvd., Florence From R-4, Multi-Family Residential District To PD, Planned Development District Shown On Florence County Tax Map No. 00074, Block 01, Parcels 22, 199, 200, 201, 202, 203, 204, 205, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 Consisting Of Approximately 7.4 Acres.

(Planning Commission approved 8 – 0.) (Council District 9)

B. SECOND READING

1. ORDINANCE NO. 18-2009/10 [52]

An Ordinance To Rezone Property Owned By Randy Coker, Located At Devonshire Road, Lake City From R-2, Single-Family Residential District To PD, Planned Development District Shown On Florence County Map 00167, Block 31, Parcel 127 Consisting Of Approximately 3.47 Acres.

(Planning Commission approved 9 – 0.) (Council District 1)

2. ORDINANCE NO. 19-2009/10 [65]

An Ordinance To Zone Property Owned By Florence County Located At 959 S. Pamplico Hwy., Pamplico To B-1, Limited Business District Shown On Florence County Tax Map No. 00377, Block 02, Parcel 061 Consisting Of 1.03 Acres.

(Planning Commission approved 9 – 0.) (Council District 2)

3. **ORDINANCE NO. 20-2009/10** *(Public Hearing)* [76]
An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And Smurfit Stone Container Enterprises, Inc.

4. **ORDINANCE NO. 21-2009/10** *(Public Hearing)* [92]
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, 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.

5. **ORDINANCE NO. 22-2009/10** *(Public Hearing)* [117]
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And J.P. Morgan Chase, 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.

6. **ORDINANCE NO. 23-2009/10** *(Public Hearing)* [142]
An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 1998 Between Florence County, South Carolina And Williamsburg County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

7. **ORDINANCE NO. 24-2009/10** *(Public Hearing)* [148]
An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 2006 Between Florence County, South Carolina And Marion County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

C. INTRODUCTION

ORDINANCE NO. 25-2009/10 [154]

An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-206, Prohibited Signs, And Section 30-209, Removal Of Signs, And Article VII, General And Ancillary Regulations, Section 30-249, Nonconformities, And Article X, Definitions, Regarding The Removal Of Dilapidated, Dangerous, And Illegal Signs, And The Definitions For Those Signs And Abandoned Signs.

(Planning Commission approved 9 – 0.)

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

BOARDS AND COMMISSIONS LIST [159]

A List Of Current And Approaching Vacancies For Calendar Year 2009 On Boards And Commissions Was Previously Provided To Council.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. MONTHLY FINANCIAL REPORTS [160]

Monthly Financial Reports Were Provided To Council For Fiscal Year 2010 Through October 31, 2009 As An Item For The Record.

2. SCHEDULE OF MEETINGS [166]

Approve The Schedule Of County Council Meeting Dates For 2010, As Well As The Official County Holidays For 2010.

B. PROCUREMENT DEPARTMENT

ENVIRONMENTAL SERVICES OFFICE RFP PANEL APPOINTMENT [168]

Appoint A Member Of Council To Serve On The Design/Build – Environmental Services Office RFP Panel.

C. SHERIFF OFFICE

1. PURCHASE AUTHORIZATION [169]

Authorize The Purchase Of Eight (8) Flashback Digital In-Car Cameras, Compatible With The Existing Digital Evidence Series System Currently Used At The Sheriff Office, From The Exclusive Manufacturer And Distributor L3 Communications Mobile Vision Inc., In The Amount Of \$42,336 Utilizing 2009 Justice Assistance Grant Funds.

2. DECLARATION OF SURPLUS PROPERTY [172]

Declare On-Site Propane Tank At Florence County Law Enforcement Center No Longer Used By The County As Surplus And Allow For Sale Of Property To TransTech Energy, Inc., In The Amount Of \$23,769, The Proceeds To Be Used To Expand Storage Area At The Law Enforcement Center.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. RESURRECTION RESTORATION CENTER FOR THE HOMELESS [175]

Approve The Expenditure Of Up To \$4,084.39 From Council District 3 Infrastructure Funding Allocation To Assist The Resurrection Restoration Center For The Homeless With The Completion Of A Commercial Kitchen.

2. S. FLANDERS ROAD [179]

Approve The Expenditure Of Up To \$12,584.00 From Council District 5 Infrastructure Funding Allocation To Pay For The Cost Of Resurfacing S. Flanders Road With 1 ½" Type C Hot Laid Asphalt.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

1. JEFFERSON STREET [180]

Approve The Expenditure Of Up To \$21,384.00 From Council District 3 RSMF Funding Allocation To Pay For The Cost Of Resurfacing Jefferson Street With 1½" Type C Hot Laid Asphalt.

2. ROUGHFORK STREET [181]

Approve The Expenditure Of Up To \$72,610.78 From Council District 3 RSMF Funding Allocation To Pay For The Cost Of Resurfacing 4,106 feet (150 feet will be reclaimed) of Roughfork Street With 1½" Type C Hot Laid Asphalt.

3. MARY ROAD

[182]

Approve The Expenditure Of Up To \$45,452.00 From Council District 5 RSMF Funding Allocation To Pay For MBC Stone And Crushed Asphalt For Mary Road.

C. UTILITY

No requests submitted prior to publication of the agenda.

XIV. EXECUTIVE SESSION:

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

XV. RECESS UNTIL 10:30 A.M.

XVI. EMPLOYEE RECOGNITION:

EMPLOYEE RECOGNITION

[183]

Florence County Council will recognize County Employees who have completed from five to thirty-five years of service with the County as of December 31, 2009.

XVII. INACTIVE AGENDA:

A. ORDINANCE NO. 19-2008/09

At its regular meeting of February 19, 2009 Council deferred second reading of Ordinance No. 19-2008/09: An Ordinance Establishing Regulations For The Securing And Disposition Of Solid Waste, Establishing Procedures For Violations, And Other Matters Relating Thereto.

B. ORDINANCE NO. 25-2008/09

At its regular meeting of April 2, 2009 Council referred this Ordinance to the Committee on Justice & Public Safety: An Ordinance To Amend Florence County Code, Chapter 5, Ambulance Services, In Its Entirety To Establish Procedures Relating To Private Ambulance Services And Other Matters Relating Thereto.

C. ORDINANCE NO. 35-2008/09

At its regular meeting of June 18, 2009, Council referred this Ordinance to the Committee on Administration & Finance: An Ordinance To Re-Establish And Revise Florence County Procurement Policies and Procedures As Chapter 25.5, Procurement, And To Delete All Conflicting Sections Of The Code; And Other Matters Relating Thereto.

D. ORDINANCE NO. 13-2009/10

At its regular meeting of October 15, 2009, Council referred this Ordinance to the Committee on Public Service & County Planning: An Ordinance To Establish Policies And Procedures Related To The Abatement Of Unsafe Structures As Florence County Code, Chapter 21, Nuisances, Article II, Unsafe Structure Abatement And Other Matters Related Thereto.

(Planning Commission approved 6 – 0.)

XVIII. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the November 19, 2009 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, NOVEMBER 19, 2009, 9:00 A.M., COUNCIL
CHAMBERS ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY
STREET, FLORENCE, SOUTH CAROLINA**

PRESENT:

K. G. "Rusty" Smith, Jr., Chairman
Waymon Mumford, Vice-Chairman
H. Morris Anderson, Secretary-Chaplain
Mitchell Kirby, Council Member
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:

Kevin Yokim, Finance Director
Dusty Owens, Emergency Management Director
Ryon Watkins, EMS Director
Ray McBride, Library Director
Robert Franks, IT Director
Sheriff Kenney Boone
Barbara Coker, Sheriff Office
David Alford, Director of Voter Registration/Elections
Chuck Tomlinson, Morning News Staff Writer

A notice of the regular meeting of the Florence County Council appeared in the November 18, 2009 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, the Doctors Bruce and Lee Foundation Public Library, and on the County's website (www.florenceco.org).

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

Chairman Smith welcomed everyone attending the meeting. Chairman Smith congratulated the economic development staff for a great job on the grand opening of Monster.com in Florence County on Wednesday, November 18th. He stated the MIT program going in the spec building at the Lake City Godley-Morris Commerce Center is also a new innovative program. He expressed appreciation to Mr. Johnny Godley and Billy Morris who donated the land.

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council approve the minutes of the October 15, 2009 regular meeting of County Council. Councilman Culberson seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the title and the Chairman opened public hearing for the following:

ORDINANCE NO. 16-2009/10

An Ordinance To Adopt The Amendments To The Administrative Procedures For The Florence County Comprehensive Plan In Accordance With Title 6, Chapter 29, Section 520 Of The South Carolina Code Of Laws, 1976, As Amended.

APPEARANCES:

2009 CHRISTMAS CARD CONTEST WINNER

Council recognized Rachel Lindsey Chavis, a second grader at Greenwood Elementary School and 7 year old daughter of Melissa Chavis, winner of the 2009 Annual Christmas Card Contest and presented Miss Chavis with a framed copy of her festive artwork.

BUDDY BATEMAN WITH AT&T

Mr. Bateman appeared before Council on behalf of AT&T to present a Utility Tax Credit Grant in the amount of \$35,000 to Florence County to be used to offset expenses associated with the H. J. Heinz Project.

DR. JULIA MIMS, CHAIR – LIBRARY BOARD OF TRUSTEES

Dr. Julia Mims, Chair of the Library Board of Trustees was unable to attend. Barry Wingard, Friends of the Library appeared to present Library Director Ray McBride with the South Carolina Library Association's South Carolina Librarian of the Year Award.

HOME BUILDERS ASSOCIATION (HBA) OF THE GREATER PEE DEE

Darryl Hall - HBA Board President, Mark Nix - Executive Director Of SC HBA And Attorney Gary Finklea Appeared Before Council To Request That The Florence County Building Code Official Be Granted Discretionary Authority As Authorized In Chapter 1 Under The Administration Of The 2006 IRC To Modify Or Accept Alternative Materials, Design And Methods Of Construction Based On New Science And/Or Research. Chairman Smith stated Council would need to confer with legal counsel prior to taking any action on this type of issue.

LINDA WITOUSKI

Ms. Witouski, AKC South Carolina State Legislation Representative, Appeared Before Council To Provide A Short Presentation Of The Economic Benefits Of AKC Dog Shows And Invite County Officials, Businesses And Residents To Be A Part Of The Process. She informed everyone that the Myrtle Beach Kennel Club was scheduled to hold its annual dog show at the Eastern Carolina Agricultural Exposition Center on May 8 – 9, 2010.

RESOLUTION OF APPRECIATION AND RECOGNITION

Councilman Anderson made a motion Council approve a Resolution of Appreciation & Recognition for presentation to Mr. Henry Arthur Brunson in honor of his many contributions and years of dedicated service and published the Resolution in its entirety. Councilman Mumford seconded the motion, which was approved unanimously.

COMMITTEE REPORTS:

COMMITTEE ON PUBLIC SERVICES & COUNTY PLANNING

Committee Chairman Schofield stated the Committee met prior to the regular meeting of Council and requested Council defer action on Ordinance No. 13-2009/10 (Abatement of Unsafe Structures) pending the receipt of additional information requested from staff. The Committee also discussed the Voter Registration/Elections Building and the new Florence Museum.

VOTER REGISTRATION/ELECTIONS BUILDING

Councilman Ard made a motion Council Authorize Staff To Proceed With Construction Documents And Bidding Of The Florence County Voter Registration/Elections Building. Council Schofield seconded the motion, which was approved unanimously.

FLORENCE COUNTY MUSEUM

Councilman Schofield made a motion Council Authorize A Contract With The Consortium Of Cooper, Robertson And Partners, New York And Watson Tate Savory, Columbia, SC To Design The Florence County Museum For A Fixed Fee Of \$905,200, Plus Reimbursables (Estimated To Cost \$90,000) As Recommended By The Florence County Museum Board. Council Ard seconded the motion, which was approved unanimously.

FLORENCE COUNTY PLANNING COMMISSION

Chairman Smith recognized Mr. Peter Knoller, Chair of the Florence County Planning Commission. Mr. Knoller announced that the Commission would hold a Work Session on November 20, 2009 at noon at the Drs. Bruce and Lee Foundation Public Library to discuss proposed revisions to the sign ordinance.

RESOLUTIONS:

RESOLUTION NO. 05-2009/10

The Chairman published the title of Resolution No. 05-2009/10: A Resolution To Authorize Florence County To Participate In The South Carolina Procurement Card Program, To Authorize Establishment Of Policies And Procedures Regulating The County's Participation In This Program, And To Address Other Matters Related Thereto. Councilman Kirby made a motion Council approve the Resolution. Councilman Culberson seconded the motion, which was approved unanimously.

RESOLUTION NO. 10-2009/10

The Chairman published the title of Resolution No. 10-2009/10: A Resolution To Amend The Florence County Personnel Policy Manual By Amending Section 4.8C, Cell Phones, Item (3) To Provide A Cell Phone Use Option For 'Business Use Only' With Reimbursement At The Established Rate For Any Occasional Unofficial Calls. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

EMERGENCY ORDINANCE NO. 01-2009/10

The Clerk published the title of Emergency Ordinance No. 01-2009/10: An Emergency Ordinance For The Purpose Of Temporarily Suspending Sunday Work Prohibitions As Provided For In Title 53 Of The South Carolina Code Of Laws, From Sunday, November 22, 2009 Through Sunday, January 3, 2010 In Florence County, South Carolina, Maintaining Existing Restriction On The Sale Of Alcohol. Councilman Schofield made a motion Council approve the Ordinance as presented. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 07-2009/10 – THIRD READING

The Clerk published the title of Ordinance No. 07-2009/10: An Ordinance To Adopt A New Land Use Element For The Florence County Comprehensive Plan In Accordance With Title 6, Chapter 29, Section 510 of the South Carolina Code Of Laws, 1976, As Amended. Councilman Mumford made a motion to approve third reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 10-2009/10 – THIRD READING

The Clerk published the title of Ordinance No. 10-2009/10: An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Section 30-28, Table I: Schedule Of Permitted And Conditional Uses And Off-Street Parking Requirements For Residential Districts And Section 30-30, Table III: Zoning Setbacks, To Add New Zoning Districts R-3A (Single Family Residential District) And R-5A (Multi-Family Residential District) With The Same Uses And Setbacks As The Current R-3 And R-5 Districts Except No Manufactured Housing Will Be Allowed In Either Of The New Districts. Councilman Ard made a motion Council approve third reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 14-2009/10 – THIRD READING

The Clerk published the title of Ordinance No. 14-2009/10: An Ordinance To Rezone Property Owned By The Gospel Temple Inc., Located At 3987 West Palmetto Street, Florence County From RU-1, Rural Community District To PD, Planned Development District Shown On Florence County Tax Map No. 00076, Block 01, Parcel 001 Consisting Of 19.32 Acres. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 15-2009/10 – THIRD READING

The Clerk published the title of Ordinance No. 15-2009/10: An Ordinance To Zone Property Owned By James D. & Patsy F. McCutcheon Located At 755 E. Hampton St., Olanta To R-1, Single Family Residential District Shown On Florence County Tax Map No. 00045, Block 03, Parcel 116 Consisting Of 4 Acres. Councilman Rodgers made a motion Council approve third reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

Gary Finklea requested to speak during the public hearing regarding Ordinance No. 16-2009/10. He requested Council amend the Administrative Procedures to delete the word “substantial” from page 4, Item ‘C’ at the bottom of the page.

There being no additional signatures on the sign-in sheet, the Chairman closed the public hearing.

ORDINANCE NO. 16-2009/10 – SECOND READING

The Clerk published the title of Ordinance No. 16-2009/10: An Ordinance To Adopt The Amendments To The Administrative Procedures For The Florence County Comprehensive Plan In Accordance With Title 6, Chapter 29, Section 520 Of The South Carolina Code Of Laws, 1976, As Amended. Councilman Kirby made a motion Council Amend The Proposed Administrative Procedures To Delete The Word ‘Substantial’ From Item ‘C’ On Page 4. Councilman Culberson seconded the motion, which was approved unanimously. Councilman Anderson made a motion to approve second reading of the Ordinance as amended. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 17-2009/10 – SECOND READING

The Clerk published the title of Ordinance No. 17-2009/10: An Ordinance To Rezone Property Owned By JAK Ventures LLC, Located At Oakdale Terrace Blvd., Florence From R-4, Multi-Family Residential District To PD, Planned Development District Shown On Florence County Tax Map No. 00074, Block 01, Parcels 22, 199, 200, 201, 202, 203, 204, 205, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 Consisting Of Approximately 7.4 Acres. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 18-2009/10 – INTRODUCED

The Clerk published the title of Ordinance No. 18-2009/10 and the Chairman declared the Ordinance introduced: An Ordinance To Rezone Property Owned By Randy Coker, Located At Devonshire Road, Lake City From R-2, Single-Family Residential District To PD, Planned Development District Shown On Florence County Map 00167, Block 31, Parcel 127 Consisting Of Approximately 3.47 Acres.

ORDINANCE NO. 19-2009/10 – INTRODUCED

The Clerk published the title of Ordinance No. 19-2009/10 and the Chairman declared the Ordinance introduced: An Ordinance To Zone Property Owned By Florence County Located At 959 S. Pamplico Hwy., Pamplico To B-1, Limited Business District Shown On Florence County Tax Map No. 00377, Block 02, Parcel 061 Consisting Of 1.03 Acres.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

There were none.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2010 Through September 30, 2009 As An Item For The Record.

FLORENCE REGIONAL ARTS ALLIANCE

Councilman Mumford made a motion Council Approve The Temporary Use Of The Former Florence County Public Library By The Florence Regional Arts Alliance For ArtsFest 2010 And Authorize The County Administrator To Execute A Temporary Letter-Form, Lease Agreement, Subject To Review By The County Attorney. Councilman Rodgers seconded the motion, which was approved unanimously.

GRANT AWARD SOUTH CAROLINA DHEC

Councilman Kirby made a motion Council Accept Additional Funding For Grant Award #21 wo 10 In The Amount Of \$2,000 As Approved By The South Carolina Department Of Health And Environmental Control (DHEC) Under The FY10 Used Oil Grant Program To Cover Contract Costs For Used Oil Filter Recycling, Public Education, And Professional Development For The Recycling Coordinator. Councilman Ard seconded the motion, which was approved unanimously.

EMERGENCY MANAGEMENT DEPARTMENT

GRANT AWARD SLED HS FFY09

Councilman Rodgers made a motion Council Accept A \$50,000 Grant Award From The South Carolina Law Enforcement Division (SLED) For Approved Homeland Security Equipment And Training To Be Used By The Florence County Emergency Management Department (EMD) To Assist With The Florence County Type III Incident Management Team Operations. Councilman Culberson seconded the motion, which was approved unanimously.

GRANT AWARD SLED HS FFY09

Councilman Kirby made a motion Council Accept A \$40,000 Grant Award From The South Carolina Law Enforcement Division (SLED) For Approved Homeland Security Equipment And Training To Be Used By The Florence County Emergency Management Department (EMD) To Assist With The Florence County WMD/COBRA Team Operations. Councilman Rodgers seconded the motion, which was approved unanimously.

FINANCE DEPARTMENT/SHERIFF OFFICE

ALLOCATION OF FUNDS FOR ADDITIONAL PATROL DEPUTY SLOTS

Councilman Rodgers made a motion Council Approve The Allocation Of \$106,975 From The General Fund Fund Balance For Five (5) Additional Patrol Deputy Slots Approved By County Council At Its Regular Meeting Of October 15, 2009. Councilman Mumford seconded the motion, which was approved unanimously.

LIBRARY

SCSL 2010 FISCAL STABILIZATION FUNDS

Councilman Anderson made a motion Council Accept FY2010 State Stabilization Funds From The South Carolina State Library (SCSL) In The Amount Of \$52,820 To Be Utilized To Purchase Computer Equipment, Replace Several Security Cameras In The Main Library And Purchase Books And Other Needed Resource Materials. Councilman Bradley seconded the motion, which was approved unanimously.

PARKS & RECREATION DEPARTMENT

GRANT AWARD CONSERVATION FUND

Councilman Rodgers made a motion Council Accept A \$647 Kodak American Greenways Awards Program Grant Administered By The Conservation Fund In Partnership With Kodak And The National Geographic Society To Aid In The Creation Of The Carolina Fence Garden At Lynches River County Park (LRCP). Councilman Kirby seconded the motion, which was approved unanimously.

PROCUREMENT DEPARTMENT

DECLARATION OF SURPLUS PROPERTY

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

OTHER BUSINESS:

INFRASTRUCTURE FUND

CITY OF FLORENCE

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$21,175.00 From Council Districts 3 and 7 Infrastructure Funding Allocations (\$10,587.50 from each district) To Assist The City Of Florence In Paving A Walking/Fitness Path (Trail) Within Iola Jones Park. Councilman Bradley seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE

DOGWOOD STREET

Councilman Rodgers made a motion Council Approve The Expenditure Of Up To \$6,930.00 From Council District 5 RSMF Funding Allocation To Put Crushed Asphalt On 900 Feet Of Dogwood Street. Councilman Mumford seconded the motion, which was approved unanimously.

UTILITY FUND

MCIVER ROAD

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$5,700.00 From Council District 7 Utility Funding Allocation For 256' of 24" RCP Pipe And 3 Cast Iron Drop Inlets To Be Installed In An Existing Sideline Ditch On McIver Road (Job #2). Councilman Anderson seconded the motion, which was approved unanimously.

COUNCILMAN SCHOFIELD

Councilman Schofield stated, "Recently, there was an 'Opinion' in the Editorial by Licia Stone and a 'Letter to the Editor' by Lou Vause in the Morning News which have misrepresented the facts concerning the county budget and spending of funds and for that reason I feel compelled to set the record straight. We are all fair game up here (we asked for this job) for criticism about policies we make; and that is fine. But when individuals mislead the public by misstatements and choosing and picking which facts they will disclose that is beyond the pail.

Mrs. Vause, Citizens In Action Chairman, stated in her letter, "Concerned members of Florence County Citizens In Action wrote letters to each member of County Council asking for balances in each Council member's discretionary funds. Only four Council members responded with identical form letters to the inquiries of the citizens. They were Russell Culberson, Morris Anderson, James Schofield, and Johnnie Rodgers. They only gave balances and did not identify projects for which the funds were spent."

Mrs. Vause, you are right that Councilmen Culberson, Anderson and Rodgers did not identify projects that the money was spent for. Ms. Bundy in her letter only asked for the beginning balances for Councilman Rodgers for 2008 and 9 that is exactly what she got. Mr. Magurn asked Councilman Culberson for the beginning balances of 08 and 09 and how much money was spent from each fund; that is exactly what he got. (I apologize for the pronunciation of this citizen's name because I'm not sure how it's pronounced.) Mr. Hueftle asked Councilman Anderson for the balances in the funds for the fiscal year ending 2008 and amounts spent and the current balances for 09 and that is exactly what he got. To infer that they were withholding information that was asked for is *false*.

Mrs. Vause stated that the responses were identical form letters and they only gave balances and did not identify projects for which the funds were spent. Once again this is false. I received a very nice letter from Miriam Dew and responded to her with a detailed account of funds in district 8 for years 08 and 09. I showed her the beginning balances, commitments made during each year, and the ending balance. I also gave her a list of projects, such as the tennis center, installation of traffic signal on Bellevue and Second Loop, storm water improvements, Langley and Dresden Drive water extension. The letter explained to Mrs. Dew that commitments in the original amounts of \$171,000 for district infrastructure funds, \$186,000 for road system maintenance fund, and \$165,000 from the utility fund which total \$522,000 were made before I became a member of this council by the previous district 8 councilman and approved by the County Council for the City of Florence Tennis Complex. I have copies of that Resolution for anyone that wants to see it. Mrs. Vause asserts that I have been a "big spender" this year with \$468,867 spent so far this year. She fails to disclose that \$458,810 is this year's portion of the prior commitment for the tennis complex. So in reality I spent \$10,057 this year of district road and infrastructure funds and that was mostly for the traffic signal on Second Loop, trying to keep someone from getting killed on that busy street. Hardly the big spender as represented in the article. To misrepresent that I spent that amount of money this year, when the facts show that it was committed by the Council and legally enforceable by the City, before I was sworn-in, and to do this even though it was clearly explained to them in my letter to Mrs. Dew is just plain deceptive to the public.

Both of these articles suggest that the funds that are providing road repair and maintenance, utility line construction of water to county citizens be diverted to balance the budget. What a change in position in just a few years! I have a copy of a letter from the Attorney General's Office dated August 24, 2006 addressed to the Treasurer about the legality of the Road System Maintenance Fee in which the State Official writes, "In addition, you, the Florence County Treasurer, enclosed a letter you received from Licia Stone of the Florence County Citizens In Action. You state, her request is concerning the legality of establishing a fee for a purpose and then siphoning off money for unrelated purposes." So which is it Mrs. Stone, you didn't like it when you alleged in 06 that Council was siphoning off money collected for one purpose to another purpose but now you want us to take the funds that are established for specific purposes and siphon it off to balance the budget. You can't have it both ways. I don't believe the citizens in my district, which have many roads in need of resurfacing, would appreciate that approach. Citizens on Berkeley, Linden, Nottingham, Canterbury, Windsor, Cardinal, Raven, Partridge, and Hummingbird are about to get their roads resurfaced. Not because I want

to make a big show in my third year of representing this district, but because after starting on Council with a balance of \$301 for infrastructure and \$668 for paving (and I assure you we wouldn't get much paving for \$668) I have finally been able to accumulate enough to get the job done. It is wrong to suggest that money collected to maintain roads and money allocated to provide citizens with safe drinking water and fire protection be diverted to balance the budget. Because of good management of county funds, uncommitted reserve funds were available to help balance the budget and prevent a millage increase this year.

One of these letters stated "Many citizens are concerned, letters have appeared in the local papers but the people have not been given an explanation for these higher taxes and fees." Wrong again. Review the tape of the council meeting in Lake City in October and you will find a very detailed explanation was given by me for the tax increase instituted by school district number one. This increase in millage by district one was very much a shock to county council; we were not notified nor does the law require that we be notified and the school district is totally in control of this matter.

On June 4th a public hearing was held on the budget; no one signed up to speak or ask questions. If these two individuals had all these concerns, why did they not ask questions at that time? These individuals suggest there was no public discussion or explanation of why we raised the solid waste fee or how we balanced the budget. The Administration & Finance Committee met in public and discussed the solid waste fee increase, the use of the general fund monies, and the across the board 1% cut in expenditures that were proposed to keep the budget in balance without a tax increase, due to the reduction of approximately \$2 million in state shared revenues. This council did its part to lessen the burden in this difficult economic climate. At this meeting, it WAS discussed that since the cost to provide solid waste service in this county was approximately 3 times the amount of revenue being received from the solid waste fee, an increase to \$58 was recommended. The public, including Citizens In Action, have been at these meetings before and are welcome to attend any time they like. On June 18, 2009 the Administration & Finance Committee reported to Council a suggested 1% cut in expenditures, the use of the general fund \$700,000 and setting the solid waste fee at \$58. So to say this was not explained is just not correct.

You call them discretionary funds we call them district funds used to fund needed projects in the district and NO, it is NOT our money; on that we all agree. They belong to the citizens; they are spent on the citizens. Once again it seems that some do not understand that one of the primary responsibilities that a council member has is to decide the budget and where funding will go. Providing an amount of money each year allocated by district assures that each district will get some of its priorities accomplished. If you don't like the specific projects I've voted for, such as the traffic signal, let the public know. We will let the public decide whether or not they approve of this funding; that is the voter's responsibility.

I just can't help but wonder why some get all exercised about a \$22 per year increase in the solid waste fee but never appear before City Council complaining about the water and sewer rates and the exorbitant tap fees that are thousands of dollars that are charged to

county citizens. If some were so concerned about what tax payers have to give government they would not ignore these areas. Criticizing our policy decisions is fine, just don't tell the public things that are not the truth and when the facts have been given to you and do not support your argument, leave them out in your public statements and mislead this community.

I will end by saying, like most members of the Council, I get many calls from constituents and most questions are resolved quickly and to their satisfaction. They don't resort to writing letters to the editor before they even call me or sit down and discuss the facts: I just call that common courtesy. Thank you, Mr. Chairman."

Councilman Kirby stated when he first came on Council there was a "free for all" at the end of the year; any monies left were voted on by majority so if five members of Council agreed to spend the money in those districts, the other four received no funding. That was one of the reasons monies were allocated by district so that each district would get the same portion of funds to spend in each district for projects that were specific to that particular district. He stated that over the years the County had built up funds in the County General Fund and had obtained a AAA rating because of its good stewardship with County funds.

Councilman Bradley stated the articles in the paper did not indicate that he responded to the request he received but he did respond. He stated Council had a lot of projects that were pending and the amounts indicated in the paper were incorrect for District 3. He stated that Council received a lot of requests from constituents but that it took time for Council and staff to research the projects and determine the needs in the community as a whole, not just for one select group or an individual.

EXECUTIVE SESSION

Councilman Anderson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss The Following: Contractual Matters Concerning Economic Development, Lower Florence County Hospital District, Pending Real Property/Right-of-Way Transactions, Personnel matters – Florence County Sheriff Office and a couple of legal matters. Councilman Culberson seconded the motion, which was approved unanimously.

Council entered executive session at 10:27 a.m. Council reconvened at 11:40 a.m.

Councilman Mumford left prior to executive session.

Subsequent to Executive Session, Council took the following actions:

RESOLUTION NO. 11-2009/10

Councilman Ard published the title of Resolution No. 11-2009/10 and made a motion Council approve the Resolution: A Resolution Authorizing An Incentive And Inducement Agreement Between Wellman Plastics Recycling And Florence County, South Carolina. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 21-2009/10

Councilman Ard published the title of Ordinance No. 21-2009/10 and the Chairman declared the Ordinance introduced by title only: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, 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. 20-2009/10

Councilman Culberson published the title of Ordinance No. 20-2009/10 and the Chairman declared the Ordinance introduced by title only: An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And Smurfit Stone Container Enterprises, Inc.

ORDINANCE NO. 24-2009/10

Councilman Culberson published the title of Ordinance No. 24-2009/10 and the Chairman declared the Ordinance introduced by title only: An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 2006 Between Florence County, South Carolina And Marion County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

RESOLUTION NO. 12-2009/10

Councilman Bradley published the title of Resolution No. 12-2009/10 and made a motion Council approve the Resolution: A Resolution Authorizing An Incentive And Inducement Agreement Between J. P. Morgan Chase And Florence County, South Carolina. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 22-2009/10

Councilman Bradley published the title of Ordinance No. 22-2009/10 and the Chairman declared the Ordinance introduced by title only: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And J.P. Morgan Chase, 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. 23-2009/10

Councilman Bradley published the title of Ordinance No. 23-2009/10 and the Chairman declared the Ordinance introduced by title only: An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 1998 Between Florence County, South Carolina And Williamsburg County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

US 76 WIDENING PROJECT

Councilman Kirby made a motion Council Approve A Scope Change For The Florence County Forward Project/US. Highway 76 Portion To Utilize The SCDOT Approved Twin Bridge Alternative. Councilman Anderson seconded the motion, which was approved unanimously.

PINE NEEDLES ROAD PROJECT

Councilman Anderson made a motion Council Approve A Scope Change For The Florence County Forward Project/Pine Needles Road Portion, To Pipe Drainage Ditches Along S. Ebenezer Road, Just North Of Pine Needles Road. Councilman Culberson seconded the motion, which was approved unanimously.

DONATION OF PROPERTY – WELLMAN INC.

Councilman Ard made a motion Council Authorize The County Administrator To Accept Donation Of Wellman's Former Human Resources Building And To Complete All Necessary Transactions Related To Said Acceptance. Councilman Rodgers seconded the motion, which was approved unanimously.

SHERIFF OFFICE – PERSONNEL MATTER

Councilman Kirby made a motion Council Approve Budget Neutral Position Changes As Requested By The Florence County Sheriff Office. Councilman Culberson seconded the motion, which was approved unanimously.

CHRISTMAS HOLIDAY

Councilman Rodgers made a motion Council Approve Christmas Holidays for County Employees Same as the State. Councilman Culberson seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 11:46 A.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

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

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

ORDINANCE NO. 20-2009/10

An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And Smurfit Stone Container Enterprises, Inc.

ORDINANCE NO. 21-2009/10

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, 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.

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An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And J.P. Morgan Chase, 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. 23-2009/10

An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 1998 Between Florence County, South Carolina And Williamsburg County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

ORDINANCE NO. 24-2009/10

An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 2006 Between Florence County, South Carolina And Marion County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Appearances Before Council
The Home Builders Association (HBA) of the Greater Pee Dee

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Darryl Hall - HBA Board President, Mark Nix - SC Executive Director Of SC HBA Or A Representative Of The Home Builders Association Requests The Opportunity To Speak Before The Florence County Council To Request That The Florence County Building Code Official Be Granted Discretionary Authority As Authorized In Chapter 1 Under The Administration Of The 2006 IRC To Modify Or Accept Alternative Materials, Design And Methods Of Construction Based On New Science And/Or Research.

ATTACHMENT:

Copy of the Request Received Via Email.

From: Cheryl Floyd [mailto:cfloyd@hbapeedee.com]
Sent: Tuesday, November 24, 2009 4:26 PM
To: Brenda Suggs
Cc: bbhall@sc.rr.com; 'Gary I. Finklea'; 'Mark Nix'
Subject: RE: December County Council Meeting

Re: DECEMBER 10 / 9:00 A.M. NOVEMBER 25 LYNCHES RIVER COUNTY PARK

Requesting Appearance Before Florence County Council

Darryl Hall, HBA Board President, Mark Nix, SC Executive Director of SC HBA or representative of said Person; is requesting that the Florence County Building Code Official be granted discretionary authority as authorized in Chapter 1 under the administration of the 2006 IRC to modify or accept alternative materials, design and methods of construction based on new science and or research.

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Appearances Before Council
Ryon A. Watkins, EMS Director

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Watkins Requests To Appear Before Council To Inform Council Of A Collaborative Venture Between Florence County EMS And The Area Hospitals Regarding The Pre-Hospital Treatment Of Heart Attack Patients.

ATTACHMENT:

Copy of the Request Received Via Email.

Connie Haselden

From: Ryon Watkins
Sent: Tuesday, November 24, 2009 2:47 PM
To: Connie Haselden
Cc: Richard Starks
Subject: Request to Appear before Council

Connie,

Good afternoon.

Mr. Starks directed me to contact you regarding the Council meeting at the County Park on December 10.

I am requesting to appear before Council to inform them of a collaborative venture between Florence County EMS and the area hospitals regarding the pre-hospital treatment of heart attack patients.

My presentation should not take more than 5 minutes.

Please let me know if any additional information is required.

Thanks,

Ryon

Ryon A. Watkins

Director

Florence County EMS

527 South Church St.

Florence, SC 29506

843-665-3038 - Office

843-676-8719 - Fax

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11/30/2009

FLORENCE COUNTY COUNCIL MEETING
Thursday, December 10, 2009

AGENDA ITEM: Ordinance No. 16-2009/10
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Adopt The Amendments To The Administrative Procedures For The Florence County Comprehensive Plan In Accordance With Title 6, Chapter 29, Section 520 Of The South Carolina Code Of Laws, 1976, As Amended.] (*Planning Commission approved 8-0: All Council Districts*)

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts
2. In accordance with the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (Chapter 29 of Title 6 of the South Carolina Code, Section 520), a copy of the recommended plan or element of it must be transmitted to the appropriate governing authorities and to all other legislative and administrative agencies affected by the plan.
3. Staff continues to review and currently proposes updates to amend sections of the Administrative Procedures of the Comprehensive Plan as adopted by County Council on May 7, 2009.
4. Passage of this document will fulfill state law requirements, and provide steps required in the process of adoption for the Comprehensive Plan, each element and/or amendments thereof.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.16-2009/10
2. Resolution for PC#2009-34
3. Staff Report for PC#2009-34
4. Administrative Procedures Element
5. Administrative Procedures Element w/markup shown

Sponsor(s)	:Planning Commission	
Planning Commission Consideration	:September 22, 2009	Approved [8-0] I, _____,
Planning Commission Public Hearing	:September 22, 2009	Council Clerk, certify that this
Planning Commission Recommendation	:September 22, 2009	Ordinance was advertised for
First Reading/Introduction	:October 15, 2009	Public Hearing on _____.
Committee Referral	:N/A	
Second Reading	:November 19, 2009	
County Council Public Hearing	:November 19, 2009	
Third Reading	:December 10, 2009	
Effective Date	:Immediately	

ORDINANCE NO. 16-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Adopt The Amendments To The Administrative Procedures For The Florence County Comprehensive Plan In Accordance With Title 6, Chapter 29, Section 520 Of The South Carolina Code Of Laws, 1976, As Amended.]

WHEREAS:

1. Florence County Council adopted the Administrative Procedures for the Comprehensive Plan on May 7, 2009; and
2. The amendments to the Administrative Procedures were received during public input for the Land Use Element and Planning Commission agreed since the Administrative Procedures had been adopted by County Council that the amended document must be brought back for review.

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

1. The Florence County Comprehensive Plan Amendments to the Administrative Procedures attached hereto and incorporated by reference, is hereby adopted and implemented, and supersedes all other versions.
2. The paragraph in Section "The Procedures For Adopting Plan or Amendments", sub-section "Declaration of Policy" is hereby amended in its entirety to read as follows:

The Procedures For Adopting Plan or Amendments, sub-section Declaration of Policy: As a matter of policy, no request to change the text of the Comprehensive Plan shall be acted upon favorably except:

- A. Where necessary to implement the community vision; or,
- B. To correct an original mistake or manifest error; or
- C. To recognize change or changing conditions or circumstances in a particular locality or,
- D. To recognize change in technology, the style of living, or manner of doing business.

3. The "Zoning Or Rezoning Request Not Compliant To Comprehensive Plan" section is hereby amended in its entirety to read as follows:

Zoning or Rezoning Request Not Compliant To Comprehensive Plan:

If a zoning or rezoning application does not comply with the approved Comprehensive Plan, the Planning Department staff must inform the applicant. Further the applicant shall be given the opportunity to apply for an amendment to the Comprehensive Plan (for example, the land

use map). County staff will present the Comprehensive Plan amendment to the Planning Commission with a recommendation based on substantiate and objective factors.

A zoning or rezoning application may run concurrently on the Planning Commission and subsequent County Council agendas with a Comprehensive Plan amendment application as long as the Comprehensive Plan amendment is presented and decided by the respective Commission or Council prior to the zoning or rezoning item. In the event an applicant refuses to apply and seek to amend the Comprehensive Plan, the staff must recommend denial to the Florence County Planning Commission.

If a zoning or rezoning is counter to County Comprehensive Plan, the Planning Commission should recommend denial to the Florence County Council. Subsequently, the Florence County Council shall consider the recommendations and make the decision to deny the request or approve the request by first changing the Comprehensive Plan designation according to the "Procedure for Adopting Plan or Amendments" described above.

4. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
5. 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

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

RESOLUTION FOR PC#2009-34
FLORENCE COUNTY PLANNING COMMISSION

(A Resolution Recommending An Amendment To The Administrative Procedures For The Comprehensive Plan)

WHEREAS:

1. The Planning Commission recommended the Administrative Procedures for the Comprehensive Plan to County Council on September 22, 2009; and
2. County Council adopted the Administrative Procedures for the Comprehensive Plan on May 7, 2009; and,
3. At this time, staff proposes amendments to portions of the following sections of the Administrative Procedures:
 - The Procedures For Adopting Plan or Amendments, sub-section Declaration of Policy;
 - The Zoning or Rezoning Request Not Compliant To Comprehensive Plan; and
4. Following the passage of this resolution by the majority of the entire membership of the Planning Commission, the Amendments to the Administrative Procedures must be adopted by ordinance after a public hearing by Florence County.

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

1. A Resolution is hereby adopted to recommend that Florence County adopt by ordinance the Amendments to the Administrative Procedures for the Florence County Comprehensive Plan as presented by the Planning Commission.

ATTEST:

Angela Thomas
Angela Thomas, Secretary

SIGNED:

M. K. Koster
Chairman

COMMISSION VOTE: approved 8-0

OPPOSED: 0

ABSENT: T. Greene
B. Lockhart
K. Lowery

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
September 22, 2009
PC#2009-34
Ordinance No. 16-2009/10**

SUBJECT: Request for an amendment to the Administrative Procedures for the Comprehensive Plan.

APPLICANT: Florence County Planning Department Staff

STAFF ANALYSIS:

In accordance with the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (Chapter 29 of Title 6 of the South Carolina Code, Section 520), recommendation of the plan or any element, amendment, extension, or addition must be by resolution of the planning commission, carried by the affirmative votes of at least a majority of the entire membership.

Staff continues to review and currently proposes the following updates to amend sections of the Administrative Procedures of the Comprehensive Plan as adopted by County Council on May 7, 2009.

The sections to be amended are the "Procedures For Adopting Plan or Amendments", sub-section "Declaration of Policy" and the "Zoning or Rezoning Request Not Compliant To Comprehensive Plan."

- I. **Procedure For Adopting Plan Or Amendments; Declaration of Policy:** As a matter of policy, no request to change the text of the Comprehensive Plan shall be acted upon favorably except:
 - A. Where necessary to implement the community vision; or,
 - B. To correct an original mistake or manifest error in the regulations or map; or,
 - C. To recognize substantial change or changing conditions or circumstances in a particular locality or,
 - D. To recognize change in technology, the style of living, or manner of doing business.

- II. **Zoning or Rezoning Request Not Compliant To Comprehensive Plan:**

If a zoning or rezoning application does not comply with the approved Comprehensive Plan, the Planning Department staff must recommend denial to the Planning Commission inform the applicant. Further the applicant shall be given the opportunity to apply for an amendment to the Comprehensive Plan (for example, the land use map). County staff will present the Comprehensive Plan amendment to the Planning Commission with a recommendation based on substantiate and objective factors.

A zoning or rezoning application may run concurrently on the Planning Commission and subsequent County Council agendas with a Comprehensive Plan amendment application as long as the Comprehensive Plan amendment is presented and decided by the respective Commission or Council

prior to the zoning or rezoning item. In the event an applicant refuses to apply and seek to amend the Comprehensive Plan, the staff must recommend denial to the Florence County Planning Commission.

~~If a zoning or rezoning action does not comply with the approved~~ is counter to County Comprehensive Plan, ~~staff must recommend denial to the Planning Commission.~~ The Planning Commission should recommend denial to the Florence County Council. Subsequently, the Florence County Council shall consider the recommendations and make the decision to deny the request or approve the request by first changing the Comprehensive Plan designation according to the "Procedure for Adopting Plan or Amendments" described above.

Florence County Planning Commission Action: September 22, 2009

The eight Planning Commission members present voted unanimously to adopt a resolution recommending the amendments to the Administrative Procedures.

Florence County Council Meeting:

Currently scheduled for appearance on the agenda for the meeting of October 15, 2009 at 6:00PM, National Bean Market Museum, 111 Henry Street, Lake City, SC 29560.

Attachments:

A copy of the following is attached:

1. Proposed Amended Administrative Procedures
2. Resolution

ADMINISTRATIVE
PROCEDURES



FLORENCE COUNTY
COMPREHENSIVE PLAN

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DRAFT

FOREWORD

In accordance with the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (Chapter 29 of Title 6 of the South Carolina Code), the Florence County Comprehensive Plan seeks to address elements within the community that are considered to be critical and necessary in guiding the development and redevelopment of the County.

This update represents the first revision of the Comprehensive Plan since the original composed in 1997. Like its predecessor, this plan focuses on the nine (9) planning elements defined and required by the South Carolina Local Government Comprehensive Planning Act of 1994.

- The **Population Element** focuses on historic trends and projections of the population, household numbers and sizes, education levels of residents, and income characteristics.
- The **Cultural Resources Element** identifies historic buildings and structures, commercial districts, residential districts, unique scenic and natural resources, archaeological areas, and other cultural resources in Florence County.
- The **Natural Resources Element** identifies natural resources, slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, and soil types.
- The **Housing Element** identifies the location, type, age and condition, owner and rental occupancy status, and affordability of housing in Florence County.
- The **Economic Element** addresses the labor force and its characteristics, employment based on places of work and residence and includes an analysis of the economic base.
- The **Community Facilities Element** focuses on the supply, treatment, and distribution of water, sewage systems and wastewater treatment, solid waste collection and disposal, fire protection, emergency medical services, general government facilities, education facilities, libraries, and other cultural facilities. Originally, this element focused on transportation; however, this topic is contained within a separate element.
- The **Land Use Element** addresses existing and future land use through a variety of categories, including: residential, commercial, industrial, agricultural, forestry, mining, public, quasi-public, recreation, parks, open space, and vacant or undeveloped.
- The **Transportation Element** considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network. This element must be developed in coordination with the land use element, to ensure transportation efficiency for existing and planned development.
- The **Priority Investment Element** analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies. For the purposes of this item, "adjacent and relevant jurisdictions and agencies" means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, "coordination" means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. Failure of the planning commission or its staff to identify or notify an adjacent or relevant jurisdiction or agency does not invalidate the local comprehensive plan and does not give rise to a civil cause of action.

All of the above elements are designed to be conducive for wise and efficient use of public funds. They are also written with the intent to foster future growth, development, and redevelopment in Florence County, always considering the fiscal impact on property owners within the County.

The Florence County Comprehensive Plan seeks to outline a plan for adjusting to the physical, social, and economic growth of Florence County. This includes changes in the population, the economic development of the County, the presence of natural and cultural resources, the availability and usability of community facilities, housing trends, and land use in the County. It is important to maintain up to date information for all of these areas in order to ensure that the varying degrees of County growth is addressed appropriately. For example, if the population is projected to increase by 5% in the next 5 years, then we must be prepared to provide the growing population with necessary infrastructure, public services, community facilities, and housing. In addition, we must ensure that the growth does not occur in areas that are designated for preservation and conservation.

The Florence County Comprehensive Plan will serve as a guide for where we are as a community and where we want to go. It will serve as a vehicle to meet the existing and anticipated needs of the citizens of Florence County and balance growth with stability. Armed with this pertinent information, we can ensure intelligent decision making regarding the development and redevelopment of future physical, social, and economic growth of the Florence area.

PERIODIC REVISION SCHEDULE

The Florence County Planning Commission must review the Comprehensive Plan or particular elements of the plan as necessary. Changes in the growth or direction of development taking place in the community dictate when a review is necessary. Economic setbacks resulting in the unanticipated loss of jobs could also trigger a need to reevaluate the Comprehensive Plan. The Planning Commission's decisions must conform to the most current comprehensive plan.

1. The Planning Commission must reevaluate the Comprehensive Plan elements at least every **five years**. There is no requirement to rezone the entire city or county at once; therefore, the land use element may be reviewed and updated in stages or by neighborhoods.
2. The Comprehensive Plan, including all elements, must be updated at least every **ten years**. Every ten years, the Planning Commission must prepare and recommend a new plan, and the County Council must adopt a new Comprehensive Plan.

PROCEDURE FOR ADOPTING PLAN OR AMENDMENTS

Initiation of Amendment: Proposed changes or amendments to the Florence County Comprehensive Plan may be initiated by the Florence County Council, the Florence County Planning Commission, the Florence County Board of Zoning Appeals and individual property owners.

Application Fee: Before any action shall be taken on an amendment request, the party or parties proposing or recommending said amendment shall deposit the required fee with the Zoning Administrator. The application fee shall not be refunded for failure of said amendment to be adopted. The fee is not required where a public body listed above initiates the amendment.

Declaration of Policy: As a matter of policy, no request to change the text of the Comprehensive Plan shall be acted upon favorably except:

- A. Where necessary to implement the community vision; or,
- B. To correct an original mistake or manifest error; or,
- C. To recognize change or changing conditions or circumstances in a particular locality; or,
- D. To recognize change in technology, the style of living, or manner of doing business.

When the plan, any element, amendment, extension, or addition is completed and ready for adoption, the following steps must be taken:

1. **Resolution.** By majority vote of the entire membership, the Planning Commission must adopt a resolution recommending the plan or element to the County Council for adoption. The resolution must refer explicitly to maps and other descriptive material intended by the Commission to form the recommended plan.
2. **Minutes.** The resolution must be recorded in the official minutes of the Planning Commission.
3. **Recommendation.** The Commission must send a copy of the recommended Comprehensive Plan or element to County Council to adopt the plan. The Commission must also send a copy to all other legislative or administrative agencies affected by the plan.
4. **Hearing.** Before adopting the recommended plan, County Council must hold a public hearing. It must give at least 30 days notice of the hearing time and place.
5. **Ordinance.** The Council must adopt the Comprehensive Plan or any element by ordinance.

PUBLIC HEARING AND NOTICE

Before enacting an amendment to this Ordinance, the County Council shall hold a public hearing thereon. At least 30 days notice of the time and place of the hearing shall be published in a newspaper of general circulation in Florence County. When a proposed amendment affects the classification of property, notice shall be made by posting the subject property, with at least one notice being visible from each road that abuts the property. Posting of said property shall occur at such time as the notice is given, and shall be at least 30 days prior to the hearing. All adjoining property owners directly abutting a parcel scheduled for change and those property owners within a circumference of 500 feet shall be contacted in writing at least 30 days prior to the public hearing. However, if the proposed amendment affects 10 or more parcels, then the posting of the property and notice to adjoining property owners is not required.

- A. When it is deemed beneficial by the Planning Commission to hold a public hearing, no public hearing by the County Council is required before amending the Comprehensive Plan text or maps. However, the County Council may hold a public hearing to obtain additional input on its own initiative;
- B. No challenge to the adequacy of notice or challenge to the validity of a regulation or map, or amendment to it, whether enacted before or after the effective date of this section, may be made 60 days after the decision of the County Council, if there has been substantial compliance with the Florence County Council and the Florence County Planning Commission.

ZONING OR REZONING REQUEST NOT COMPLIANT TO COMPREHENSIVE PLAN

If a zoning or rezoning application does not comply with the approved Comprehensive Plan, the Planning Department staff must inform the applicant. Further, the applicant shall be given the opportunity to apply for an amendment to the Comprehensive Plan (for example, the land use map). County staff will present the Comprehensive Plan amendment to the Planning Commission with a recommendation based on substantiated and objective factors.

A zoning or rezoning application may run concurrently on the Planning Commission and subsequent County Council agendas with a Comprehensive plan amendment application as long as the Comprehensive Plan amendment is presented and decided by the respective Commission or Council prior to the zoning or rezoning item. In the event an applicant refuses to apply and seek to amend the Comprehensive Plan, the staff must recommend denial to the Florence County Planning Commission.

If a zoning or rezoning is counter to County Comprehensive Plan, the Planning Commission should recommend denial to the Florence County Council. Subsequently, the Florence County Council shall consider the

recommendations and make the decision to deny the request or approve the request by first changing the Comprehensive Plan designation according to the "Procedure for Adopting Plan or Amendments" described above.

CHANGE TO COMPREHENSIVE PLAN

The Florence County Council shall consider the recommendations of the County Planning Commission on each proposed Comprehensive Plan amendment. However, the Florence County Council is not bound by the recommendation in making a final decision, and may call for additional information.

RESUBMISSION OF DENIED APPLICATION

In no instance shall a property owner(s) initiate action for a Comprehensive Plan amendment affecting the same parcel or lot, or any part thereof, for a period of 12 months following denial of such request by the Florence County Council. The Florence County Planning Commission, the Florence County Board of Zoning Appeals, or the Florence County Council may initiate a change in the Ordinance any time without regard to the 12 months limitation.

REVIEW OF PUBLIC PROJECT

After the Comprehensive Plan or an element relating to proposed development is adopted, a public agency or entity proposing a public project must submit its development plans to the planning agency. After review, the Planning Commission decides whether the proposal is compatible with the Comprehensive Plan. The information submitted must contain the location, character, and extent of the development.

If the Planning Commission finds the proposal conflicts with the Comprehensive Plan, it sends its findings and an explanation of its reasoning to the public entity proposing the facility. Then, the governing or policy making body of the entity can decide whether to bring the project into conformity or to proceed with the development in conflict of the plan. If it decides to proceed with a conflicting plan, the entity must publicly state its intention to proceed and its reasons. The entity must send the statement to the County Council and the Planning Commission. It must also publish the statement and reasons as a public notice in a general circulation newspaper in the community. The notice must appear at least 30 days before awarding a contract or beginning construction.

Note: Telephone, sewer and gas utilities, or electric suppliers, utilities and providers, whether publicly or privately owned are exempt from this provision if the local governing body, state regulatory agency or federal regulatory agency approve their plans. Electric suppliers, utilities and providers operating according to Chapter 27 and Chapter 31 of Title 58 of Chapter 49 of Title 33 are also exempt from this provision. These utilities must submit construction information to the appropriate local Planning Commission.

State Law requires everyone involved in creating the built environment to consider the community's adopted Comprehensive Planning elements. The process for Planning Commission review is a major tool to help ensure the public investments move the community toward carrying out the Comprehensive Plan.

APPENDIX

INITIAL ADOPTION DATE

Florence County..... May 7, 2009 Ordinance No. 23-2008/09

AMENDED ADOPTION DATE

Florence County.....

DRAFT

ADMINISTRATIVE
PROCEDURES



FLORENCE COUNTY
COMPREHENSIVE PLAN

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FOREWORD

In accordance with the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (Chapter 29 of Title 6 of the South Carolina Code), the Florence County Comprehensive Plan seeks to address elements within the community that are considered to be critical and necessary in guiding the development and redevelopment of the County.

This update represents the first revision of the Comprehensive Plan since the original composed in 1997. Like its predecessor, this plan focuses on the nine (9) planning elements defined and required by the South Carolina Local Government Comprehensive Planning Act of 1994.

- The **Population Element** focuses on historic trends and projections of the population, household numbers and sizes, education levels of residents, and income characteristics.
- The **Cultural Resources Element** identifies historic buildings and structures, commercial districts, residential districts, unique scenic and natural resources, archaeological areas, and other cultural resources in Florence County.
- The **Natural Resources Element** identifies natural resources, slope characteristics, prime agricultural and forest land, plant and animal habitats, parks and recreation areas, scenic views and sites, wetlands, and soil types.
- The **Housing Element** identifies the location, type, age and condition, owner and rental occupancy status, and affordability of housing in Florence County.
- The **Economic Element** addresses the labor force and its characteristics, employment based on places of work and residence and includes an analysis of the economic base.
- The **Community Facilities Element** focuses on the supply, treatment, and distribution of water, sewage systems and wastewater treatment, solid waste collection and disposal, fire protection, emergency medical services, general government facilities, education facilities, libraries, and other cultural facilities. Originally, this element focused on transportation; however, this topic is contained within a separate element.
- The **Land Use Element** addresses existing and future land use through a variety of categories, including: residential, commercial, industrial, agricultural, forestry, mining, public, quasi-public, recreation, parks, open space, and vacant or undeveloped.
- The **Transportation Element** considers transportation facilities, including major road improvements, new road construction, transit projects, pedestrian and bicycle projects, and other elements of a transportation network. This element must be developed in coordination with the land use element, to ensure transportation efficiency for existing and planned development.
- The **Priority Investment Element** analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies. For the purposes of this item, "adjacent and relevant jurisdictions and agencies" means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, "coordination" means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. Failure of the planning commission or its staff to identify or notify an adjacent or relevant jurisdiction or agency does not invalidate the local comprehensive plan and does not give rise to a civil cause of action.

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The Florence County Comprehensive Plan will serve as a guide for where we are as a community and where we want to go. It will serve as a vehicle to meet the existing and anticipated needs of the citizens of Florence County and balance growth with stability. Armed with this pertinent information, we can ensure intelligent decision making regarding the development and redevelopment of future physical, social, and economic growth of the Florence area.

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Commission should recommend denial to the Florence County Council. -Subsequently, the Florence County Council shall consider the recommendations and make the decision to deny the request or approve the request by first changing the Comprehensive Plan designation according to the "Procedure for Adopting Plan or Amendments" described above.

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APPENDIX

INITIAL ADOPTION DATE

Florence County..... May 7, 2009 Ordinance No. 23-2008/09

AMENDED ADOPTION DATE

Florence County.....

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Thursday, December 10, 2009

AGENDA ITEM: Ordinance No. 17-2009/10
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By JAK Ventures LLC, Located At Oakdale Terrace Blvd., Florence From R-4, Multi-Family Residential District To PD, Planned Development District Shown On Florence County Map No. 00074, Block 01, Parcels 22, 199, 200, 201, 202, 203, 204, 205, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 Consisting Of Approx. 7.4 Acres.] (Planning Commission approved 8-0: Council District 9)

POINTS TO CONSIDER:

1. The property is located in Council District 9.
2. The subject property is currently being used as a Townhome development.
3. The property is currently zoned R-4, Multi-Family Residential District.
4. The applicant wishes to rezone the property to a PD, Planned Development District.
5. The applicant wishes to continue use as a Townhome Development with recreational area.
6. The property is surrounded by vacant land and residential lots.
7. The property is presently designated as Existing Residential area and does comply with the current Comprehensive Plan.
8. The subject property according to the Future Land Use Map is designated as an Existing Residential area.
9. Therefore, the applicant's request to rezone this property to PD will comply with the Future Comprehensive Plan Land Use Map.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.17-2009/10
2. Staff report for PC#2009-35
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Zoning Ordinance information

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: September 22, 2009	Council Clerk, certify that this
Planning Commission Public Hearing	: September 22, 2009	Ordinance was advertised for
Planning Commission Recommendation	: September 22, 2009 [Approved 8-0]	Public Hearing on _____.
First Reading/Introduction	: October 15, 2009	
Committee Referral	: N/A	
Second Reading	: November 19, 2009	
Third Reading	: December 10, 2009	
Effective Date	: Immediately	

ORDINANCE NO. 17-2009/10

[An Ordinance To Rezone Property Owned By JAK Ventures LLC, Located At Oakdale Terrace Blvd., Florence From R-4, Multi-Family Residential District To PD, Planned Development District Shown On Florence County Map No. 00074, Block 01, Parcels 22, 199, 200, 201, 202, 203, 204, 205, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 Consisting Of Approx. 7.4 Acres.]

WHEREAS:

1. Section 30-291 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 of the Florence County Code 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 Planning Commission at a public hearing on September 22, 2009.

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

1. Property located at Oakdale Terrace Blvd. bearing Tax Map 00074, Block 01, Parcel 22, 199, 200, 201, 202, 203, 204, 205, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 is hereby rezoned to PD, Planned Development District.

The Planned Development rezoning shall be with the following conditions:

(1) Allowed Uses (NAICS):

Townhomes (81411)
Recreation (71394)

(2) Setback Requirements:

Minimum 15 Feet Front Setback
Minimum 0 and 5 Feet Side Setback
Minimum 20 Feet Rear Setback
Minimum Corner Lot 0 Side Setback and 0 Front Setback

(3) Signs

All signs to be compliant with R-4, Multi-Family Residential District.

(4) Additional Information:

No fences will be allowed at rear of lots adjoining the pond.

No accessory structures allowed.

Home occupations allowed except for home day care services.

Oakdale Terrace Boulevard will be a private road and the Home Owners Association will be responsible for all maintenance and upkeep of the road.

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:

DRAFT

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
September 22, 2009
PC#2009-35
ORDINANCE NO. 17-2009/10**

Subject: Rezoning request to PD, Planned Development District from R-4, Multi-Family Residential District.

Location: Property located at Oakdale Terrace Blvd.
Florence County

Tax Map Number: Map 00074, Block 01, Parcel 22, 199, 200, 201, 202, 203, 204, 205, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324

Council District(s): 9; County Council

Owner of Record: JAK Ventures LLC.

Applicant: Aubrey Richardson

Land Area: Approximately 7.4 acres

Existing Land Use and Zoning:

The subject property currently has multi-family units and vacant lots accessed from Oakdale Terrace Blvd. The property is currently zoned R-4, Multi-Family Residential District.

Proposed Land Use and Zoning:

The applicant proposes to zone the subject property to PD, Planned Development to facilitate individual townhome lots with access easements for a recreational area around the pond.

Surrounding Land Use and Zoning:

North: Residential / R-4, Florence County
South: Residential / R-1, Florence County
East: Undeveloped and Church / PD, Florence County
West: Undeveloped / R-4, Florence County

Florence County Comprehensive Plan:

The subject property currently has a land use designation of Existing Residential. The applicant has requested to re-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 Oakdale Terrace Blvd

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

Adjacent Waterways/Bodies of Water/Flood Zone- There is a pond at the center of the property. The property is not located in a flood zone.

Background- The applicant is requesting to change the zoning of the property from R-4, Multi-Family Residential District to PD, Planned Development District.

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

Technical Review Committee Meeting Action: September 8, 2009

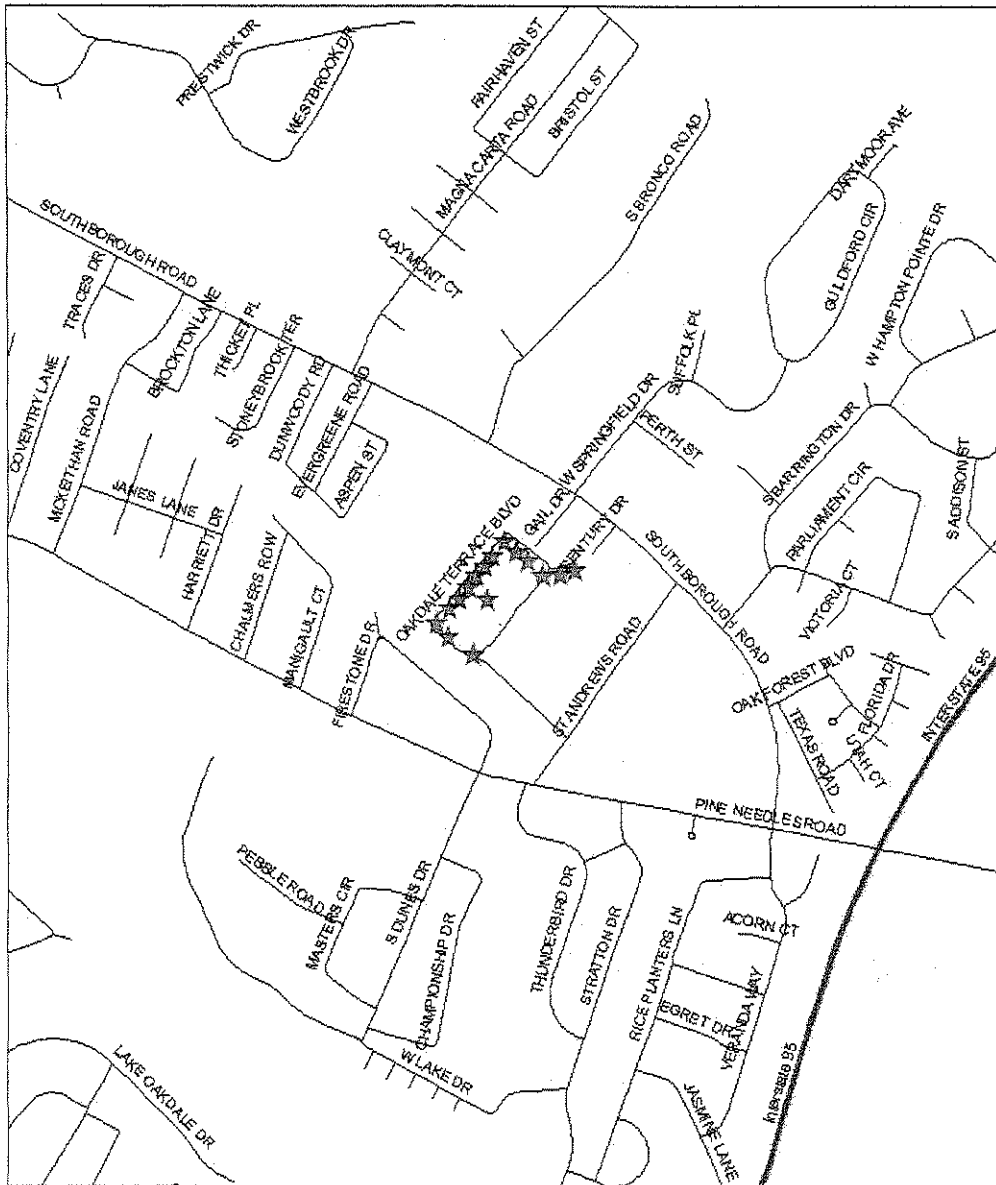
The Technical Review Committee recommended approval of the PD, Planned Development zoning ordinance.

Florence County Planning Commission: September 22, 2009

The eight Planning Commission members present approved the rezoning request unanimously based on the request being in compliance with the existing residential designation of the Future Land Use Map of Comprehensive Plan at the meeting held on September 22, 2009.

Florence County Planning Commission Recommendation:

The Planning Commission recommends approval of the rezoning request by Florence County Council based on its compliance with the Future Land Use Map of Comprehensive Plan.

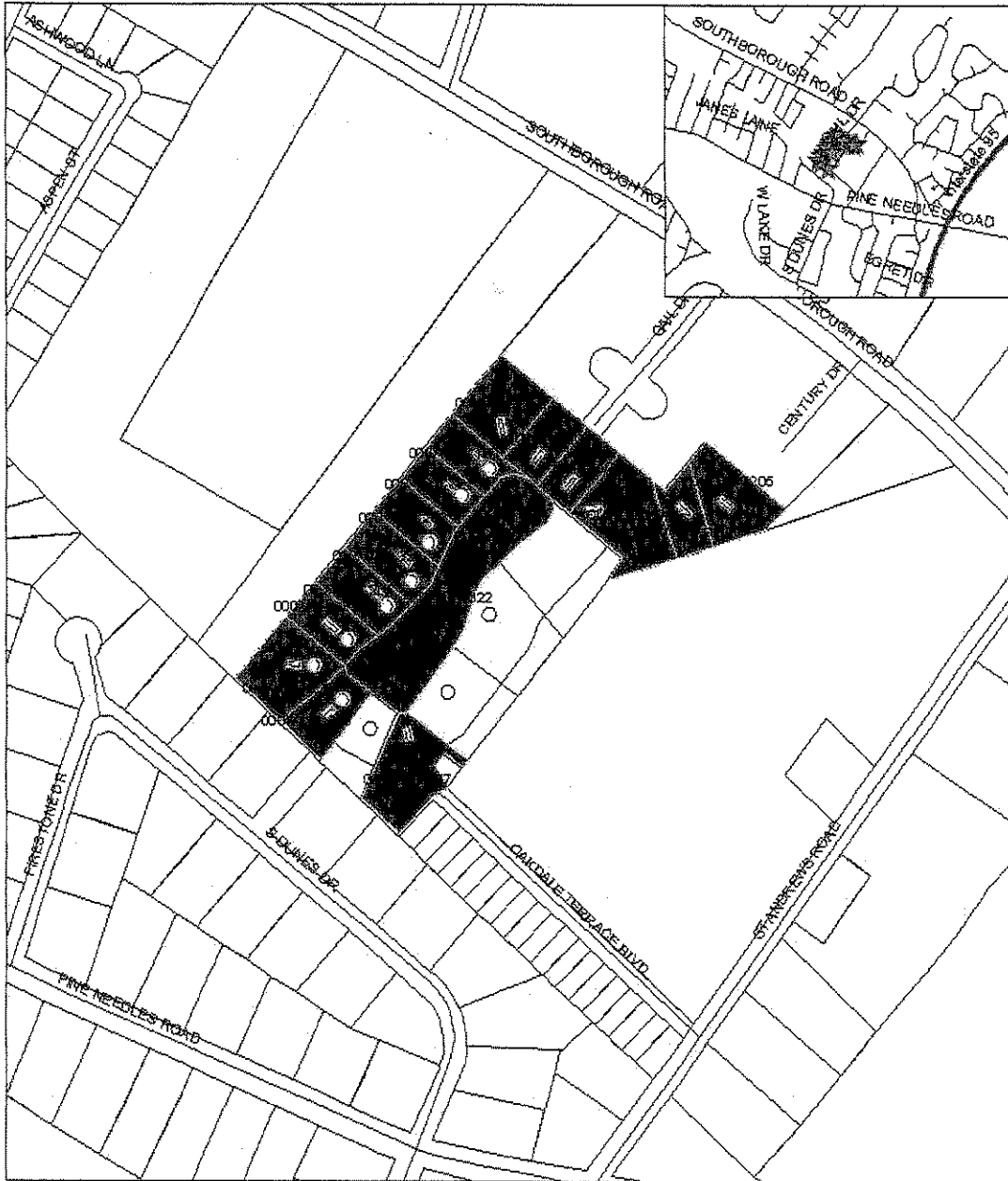


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Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 2007



COUNTY COUNCIL DISTRICT(S): 9
PC#2009-35



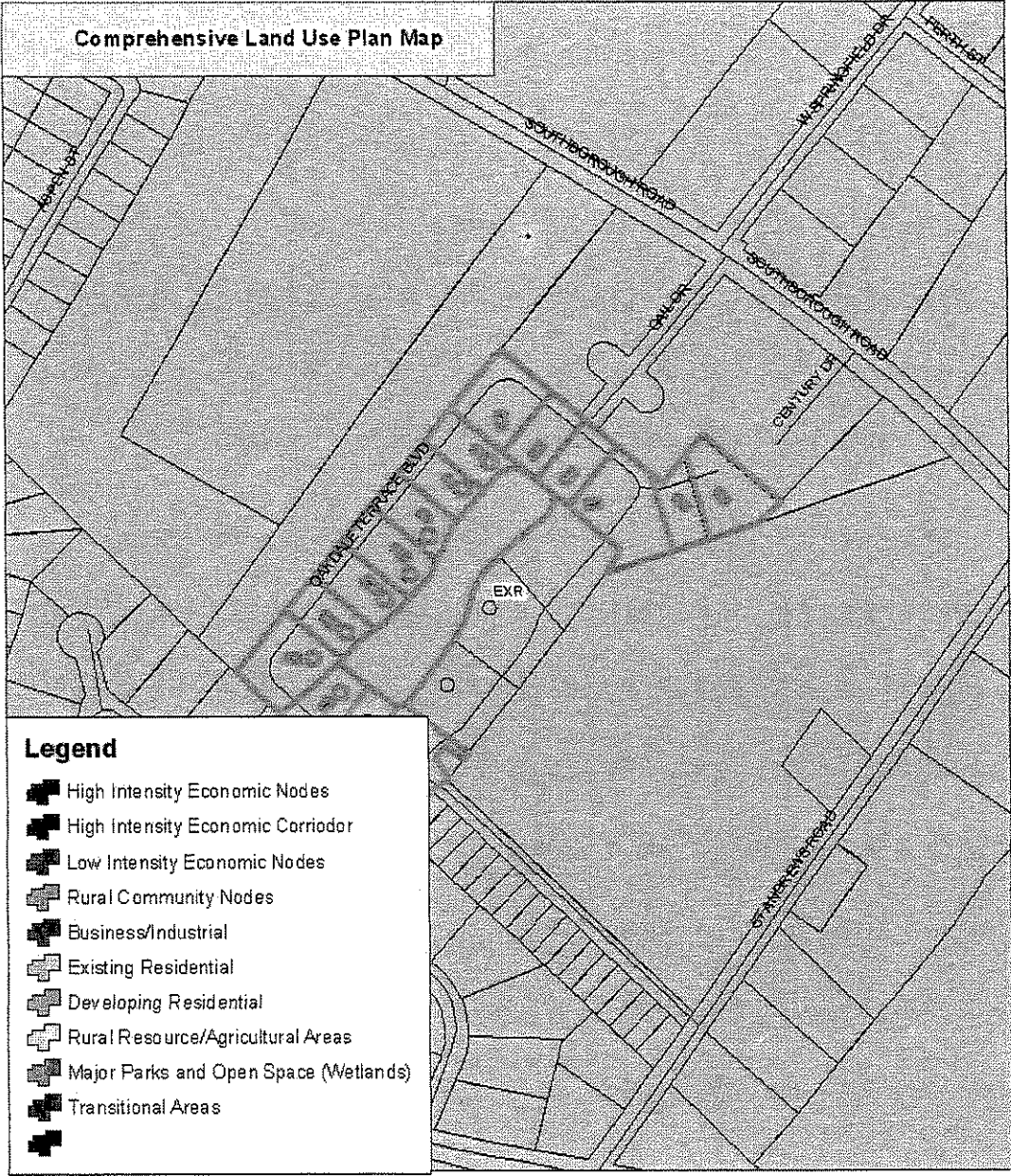
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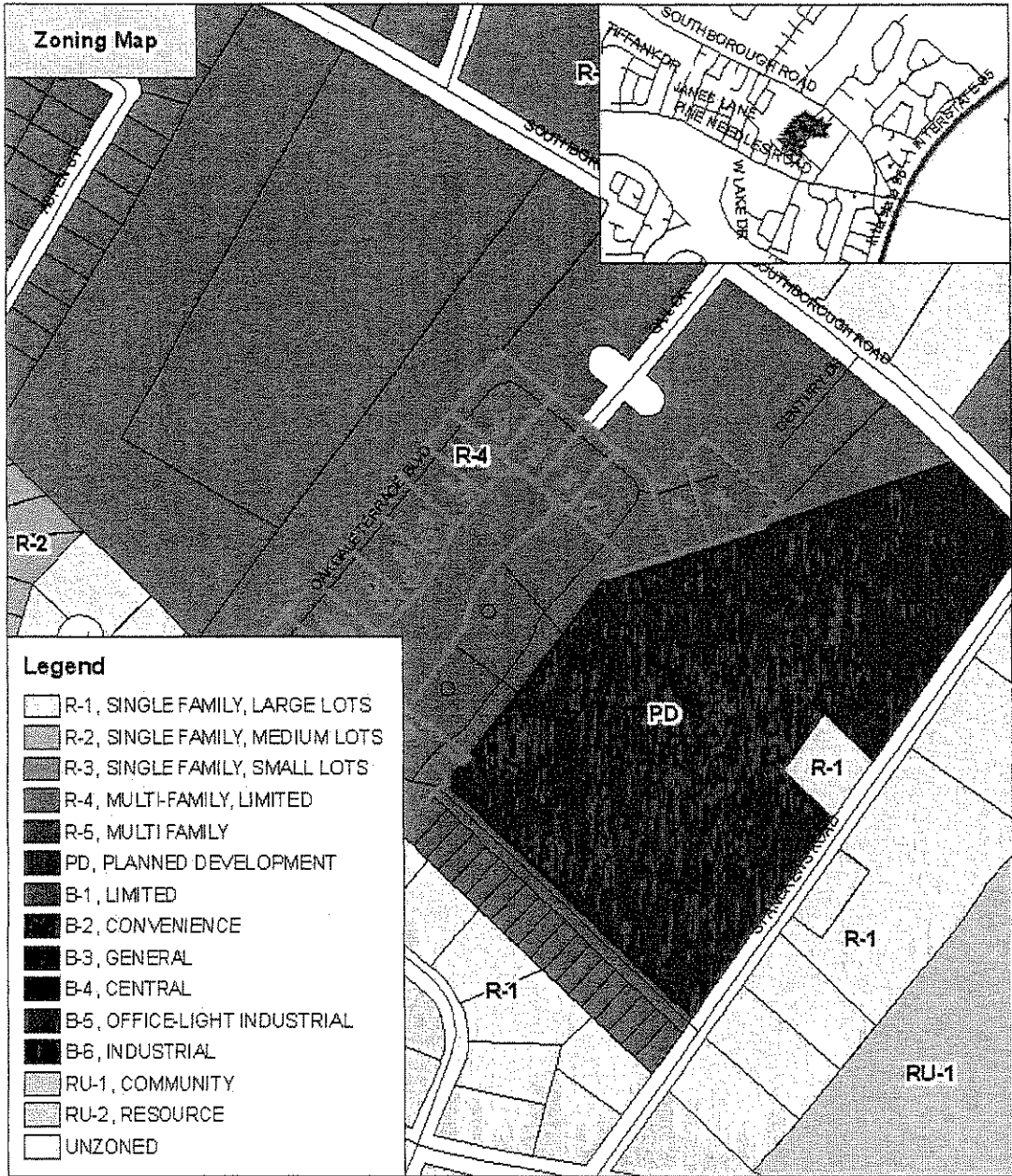
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COUNTY COUNCIL DISTRICT(S): 9
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COUNTY COUNCIL DISTRICT(S): 9
 PC#2009-35

Florence County 2008 Orthophotography Map



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Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 9
PC#2009-35

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

CHAPTER 30- 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.

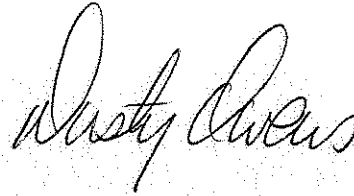
In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.

FLORENCE COUNTY COUNCIL MEETING

Thursday, December 10, 2009

AGENDA ITEM: Ordinance No.18-2009/10
Second Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Randy Coker, Located At Devonshire Rd., Lake City From R-2, Single-Family Residential District To PD, Planned Development District Shown On Florence County Map 00167, Block 31, Parcel 127 Consisting of Approx. 3.47 Acres.] (Planning Commission approved 9-0; Council District 1)

POINTS TO CONSIDER:

1. The property is located in Council District 1.
2. The subject property is currently undeveloped land.
3. The property is currently zoned R-2, Single-Family Residential District.
4. The applicant wishes to rezone the property to a PD, Planned Development District.
5. The applicant wishes to develop residential lots and an agricultural storage building.
6. The property is surrounded by vacant land and residential lots.
7. The property is presently designated as Existing Residential and Industrial Business area and does comply with the current Comprehensive Plan.
8. The subject property according to the Future Land Use Map is designated as Existing Residential and Industrial Business area.
9. Therefore, the applicant's request to rezone this property to PD Planned Development will comply with the Future Comprehensive Plan Land Use Map.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No.18-2009/10
2. Staff report for PC#2009-37
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Zoning Ordinance information

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 27, 2009	Council Clerk, certify that this
Planning Commission Public Hearing	: October 27, 2009	Ordinance was advertised for
Planning Commission Recommendation	: October 27, 2009 [Approved 9-0]	Public Hearing on _____.
First Reading/Introduction	: November 19, 2009	
Committee Referral	: N/A	
Second Reading	: December 10, 2009	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 18-2009/10

[An Ordinance To Rezone Property Owned By Randy Coker Located At Devonshire Rd., Lake City From R-2, Single-Family Residential District To PD, Planned Development District Shown On Florence County Map 00167, Block 31, Parcel 127 Consisting of Approx. 3.47 Acres.]

WHEREAS:

1. Section 30-291 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 of the Florence County Code 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 Planning Commission at a public hearing on October 27, 2009.

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

1. Property located at Devonshire Road bearing Tax Map 00167, Block 31, Parcel 127 is hereby rezoned to PD, Planned Development District.

The Planned Development rezoning shall be with the following conditions:

- (1) Allowed Uses (NAICS):
 Residential Homes (81411)
 Agriculture Warehouse and Storage (493)
- (2) Building Setback Requirements:
 Front 25 feet
 Side 8 feet
 Rear 25 feet
- (3) Signs:
 To be in compliance with R-2 Zoning
- (4) Additional Information:
 Home occupations allowed except for home day care services.
 No accessory structures allowed on residential lots.

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:

DRAFT

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
October 27, 2009
PC#2009-37
ORDINANCE NO. 18-2009/10**

Subject: Rezoning request to PD, Planned Development District from R-2, Single-Family Residential District.

Location: Property located at Devonshire Road
Florence County

Tax Map Number: Map 00167, Block 31, Parcel 127

Council District(s): 1, County Council

Owner of Record: Randy Coker

Applicant: Randy Coker

Land Area: Approximately 3.47 acres

Existing Land Use and Zoning:

The subject property is currently undeveloped. The property is currently zoned R-2, Single-Family Residential District.

Proposed Land Use and Zoning:

The applicant proposes to zone the subject property to PD, Planned Development to facilitate single family lots and agriculture support uses.

Surrounding Land Use and Zoning:

North: Undeveloped / R-1/ Florence County
South: Undeveloped / R-1/ Florence County
East: Residential / R-1/ Florence County
West: Undeveloped / R-1/Florence County

Florence County Comprehensive Plan:

The subject property currently has a land use designation of Existing Residential and Industrial Business, with the majority of the property being Existing Residential. The applicant has requested to re-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 Devonshire Road.

Water and Sewer Availability- These services will be provided by the Lake City water Department.

Adjacent Waterways/Bodies of Water/Flood Zone- The property is not located in a flood zone.

Background- The applicant is requesting to change the zoning of the property from R-2, Single-Family Residential District to PD, Planned Development District.

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

Technical Review Committee Meeting Action: October 12, 2009

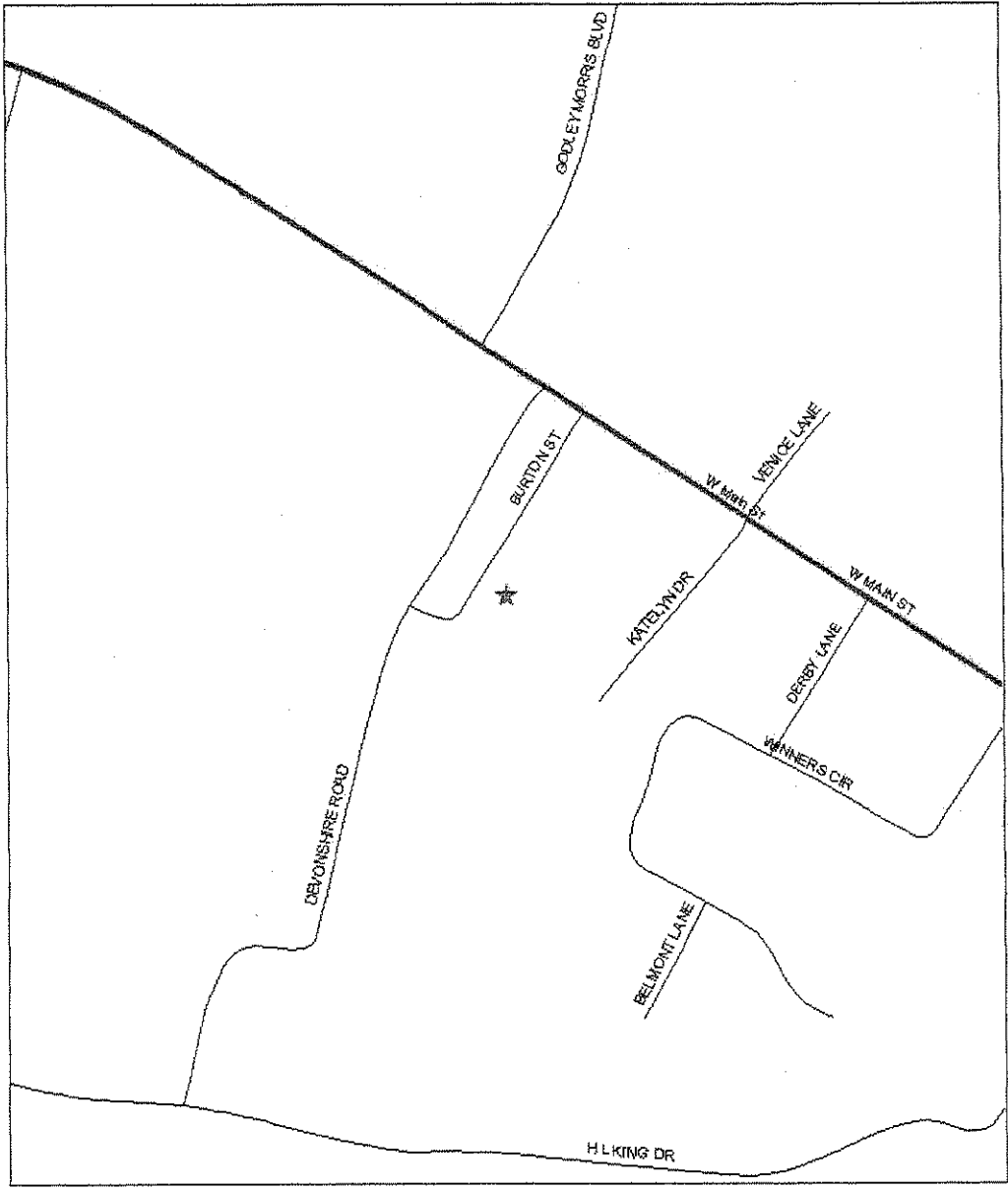
The Technical Review Committee recommended approval of the PD, Planned Development zoning ordinance.

Florence County Planning Commission: October 27, 2009

The nine Planning Commission members present approved the rezoning request unanimously based on the request being in compliance with the Future Land Use Map of Comprehensive Plan.

Florence County Planning Commission Recommendation:

The Planning Commission recommends approval of the rezoning request by Florence County Council based on its compliance with the Future Land Use Map of Comprehensive Plan.

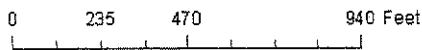
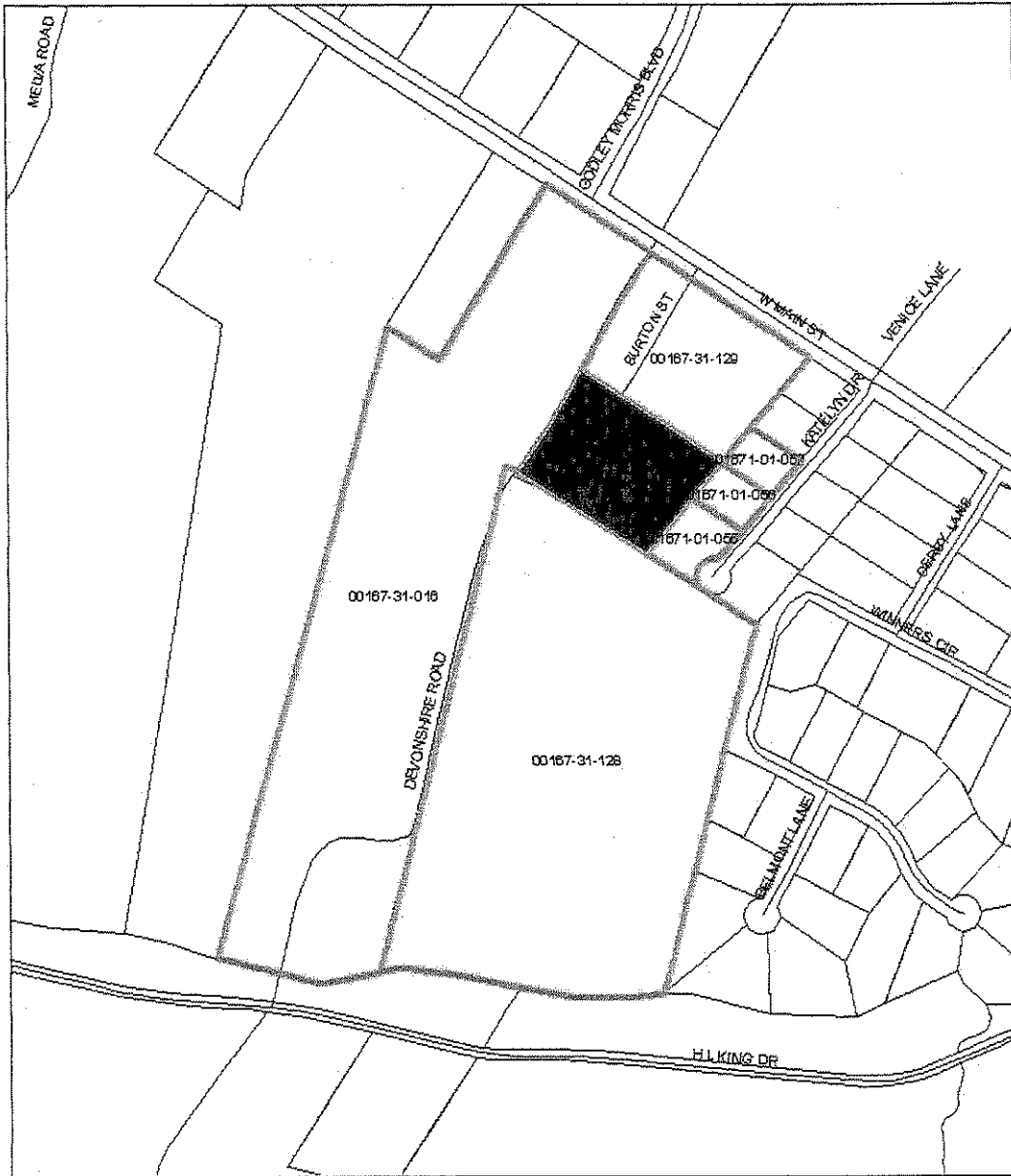


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COUNTY COUNCIL DISTRICT(S): 1
PC#2009-37

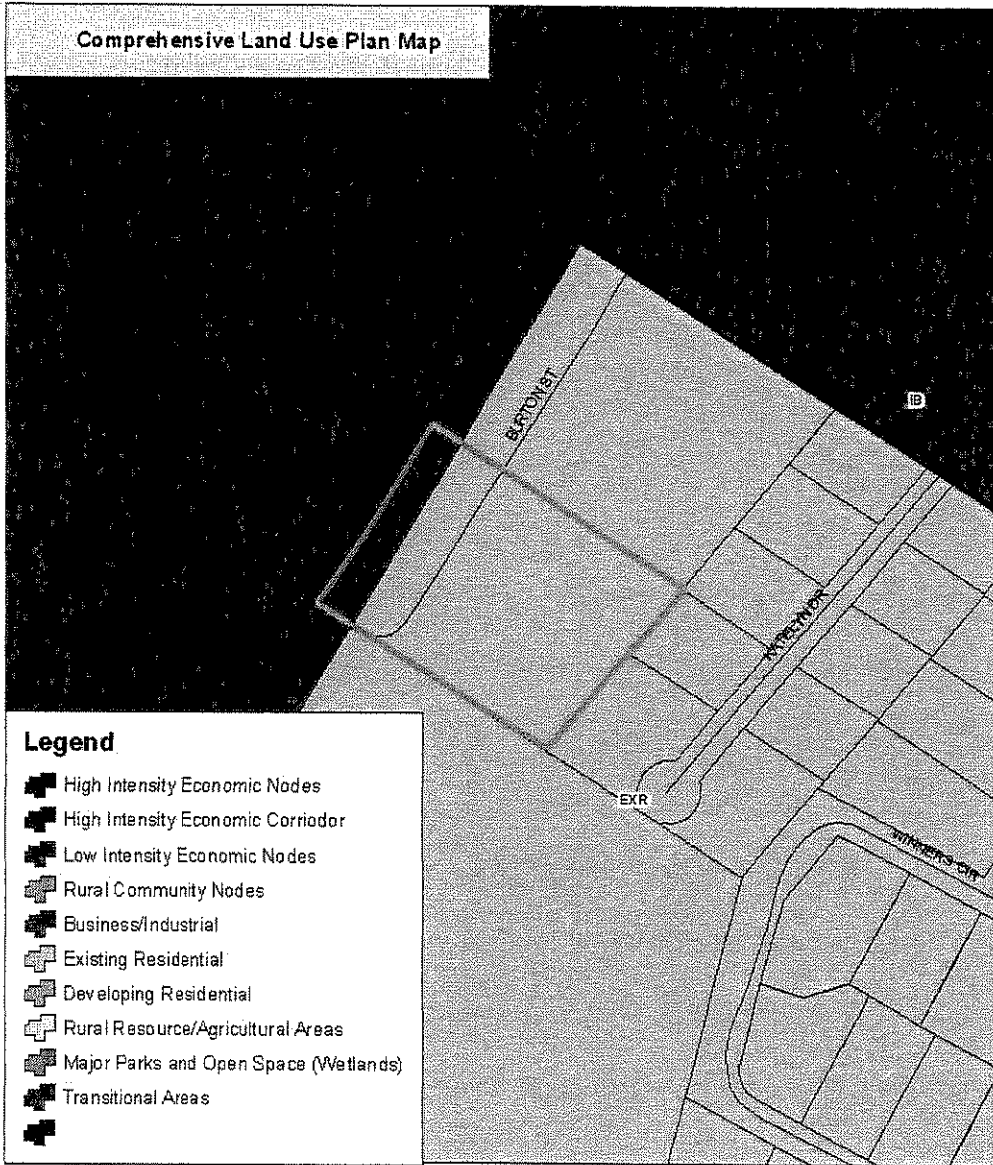


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COUNTY COUNCIL DISTRICT(S): 1
PC#2009-37

Comprehensive Land Use Plan Map



Legend

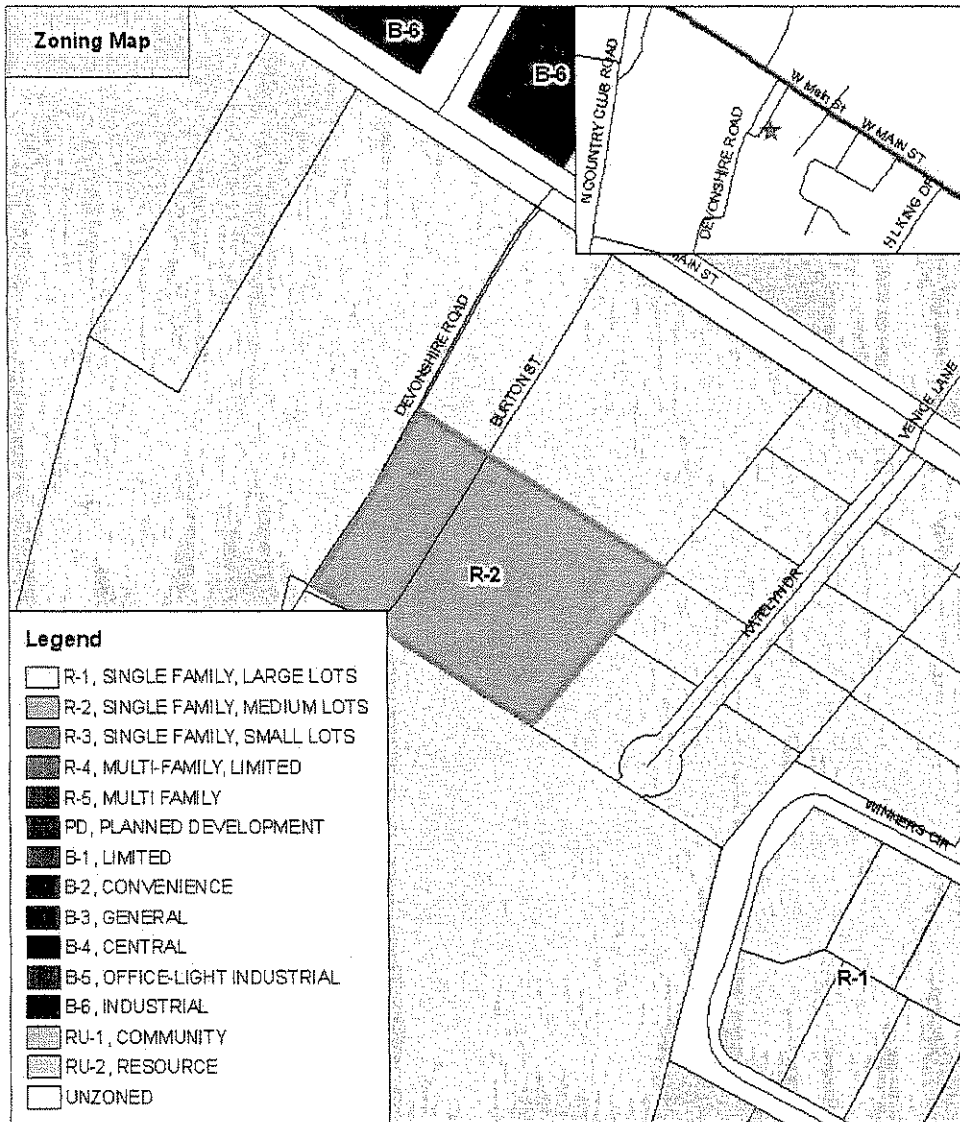
- High Intensity Economic Nodes
- High Intensity Economic Corridor
- Low Intensity Economic Nodes
- Rural Community Nodes
- Business/Industrial
- Existing Residential
- Developing Residential
- Rural Resource/Agricultural Areas
- Major Parks and Open Space (Wetlands)
- Transitional Areas

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2007

COUNTY COUNCIL DISTRICT(S): 1
PC#2009-37



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COUNTY COUNCIL DISTRICT(S): 1
PC#2009-37

Florence County 2008 Orthophotography Map



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COUNTY COUNCIL DISTRICT(S): 1
PC#2009-37

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

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

CHAPTER 30-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.

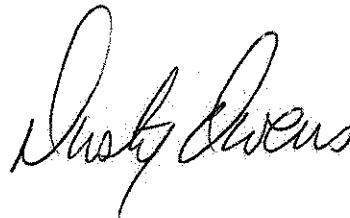
In view of the substantial public advantage of "planned development", it is the intent of these regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts.

FLORENCE COUNTY COUNCIL MEETING

Thursday, December 10, 2009

AGENDA ITEM: Ordinance No.19-2009/10
Second Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Property Owned By Florence County Located At 959 S. Pamplico Hwy., Pamplico To B-1, Limited Business District Shown On Florence County Tax Map No. 00377, Block 02, Parcel 061 Consisting Of 1.03 Acres.] (*Planning Commission approved 9-0; Council District 2.*)

POINTS TO CONSIDER:

1. The property is located in Council District 2.
2. The subject property is currently vacant and unzoned in the Town of Pamplico.
3. The property is surrounded by vacant lots, commercial uses and residential homes.
4. The applicant wishes to zone the property to B-1, Limited Business District.
5. The proposed use of the property is for the development of an emergency services facility.
6. On August 17, 2009, the Town of Pamplico annexed the property into its town limits without a Public Hearing by the Planning Commission and without a specific zoning designation.
7. The property is presently designated as a Rural Resource area according to the Comprehensive Plan Land Use map.
8. Therefore, the applicant's request to zone this property to B-1 will comply with the Comprehensive Plan Land Use Map.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 19-2009/10
2. Staff report for PC#2009-38
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. Comprehensive Plan information
9. Zoning Ordinance information

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 27, 2009	Council Clerk, certify that this
Planning Commission Public Hearing	: October 27, 2009	Ordinance was advertised for
Planning Commission Recommendation	: October 27, 2009 [Approved 9-0]	Public Hearing on _____.
First Reading/Introduction	: November 19, 2009	
Committee Referral	: N/A	
Second Reading	: December 10, 2009	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 19-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Property Owned By Florence County Located At 959 S. Pamplico Hwy., Pamplico To B-1, Limited Business District Shown On Florence County Tax Map No. 00377, Block 02, Parcel 061 Consisting Of 1.03 Acres.]

WHEREAS:

1. Section 30-291 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 of the Florence County Code 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 Planning Commission at a public hearing on October 27, 2009.

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

1. Property located at 959 S. Pamplico Hwy. bearing Tax Map 00377, Block 02, Parcel 061 is hereby zoned to B-1, Limited Business 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

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
October 27, 2009
PC#2009-38
Ordinance 19-2009/10**

Subject: Zoning request to B-1, Limited Business District

Location: Property located at 959 S. Pamplico Hwy., Pamplico S.C.

Tax Map Numbers: 00377, Block 02, Parcel 061

Council District(s): 2; County Council

Owner of Record: Florence County

Applicant: Florence County

Land Area: 1.3 Acres

Existing Land Use and Zoning

The property is currently vacant and unzoned in the Town of Pamplico.

Proposed Land Use and Zoning:

The proposed land use is for development of an emergency services facility. The applicant wishes to zone the subject property to B-1, Limited Business District.

Surrounding Land Uses and Zoning:

North: Commercial/B-3/Town of Pamplico
South: Vacant/Unzoned/Town of Pamplico
East: Vacant/Unzoned/Town of Pamplico
West: Single-family residential/R-1/Town of Pamplico

Florence County Comprehensive Plan:

The subject property is located in a Rural Resource area according to the existing Comprehensive Plan Land Use Map. The applicant has requested to zone this property to B-1, Limited Business District. This request does comply with the existing Comprehensive Plan.

Staff Analysis:

Access and Circulation- Present access to the property is by way of Pamplico Hwy.

Water and Sewer Availability- The water and sewer services are provided by the Town of Pamplico.

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 a flood zone.

Background- On August 17, 2009 the Town of Pamplico annexed this property into the Town of Pamplico without a Public Hearing by the Planning Commission. The request is to zone the subject property to B-1, Limited Business District by Florence County.

Florence County Planning Commission Action: October 27, 2009

The nine Planning Commission members present approved the zoning request unanimously at the meeting held on October 27, 2009.

Florence County Planning Commission Recommendation:

The Planning Commission recommends approval of this request by the Florence County Council due to its compliance with the Comprehensive Plan Land Use Map.

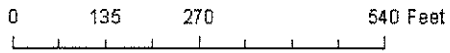
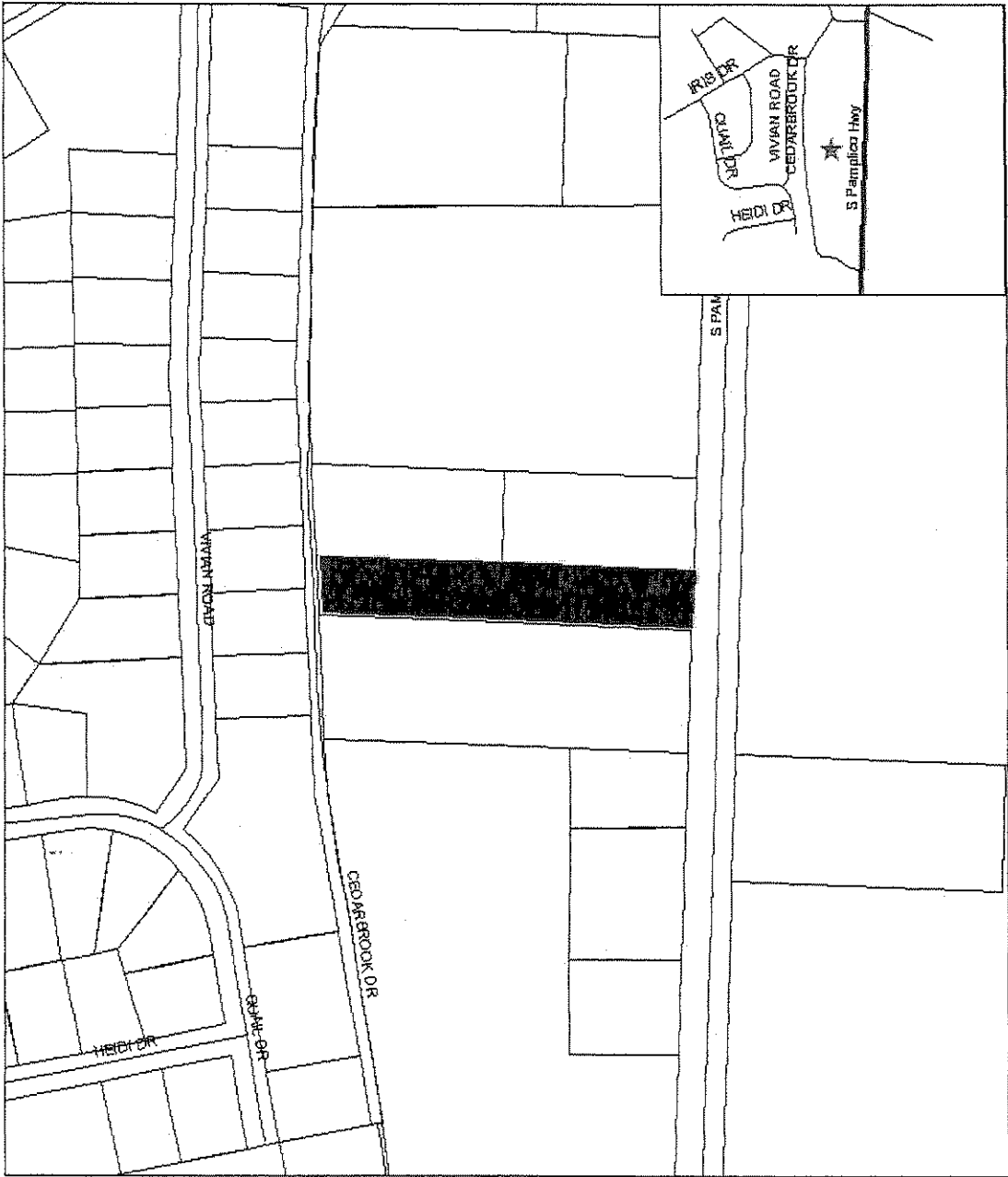


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 & Building Inspections Department
 Geographic Information Systems
 2007



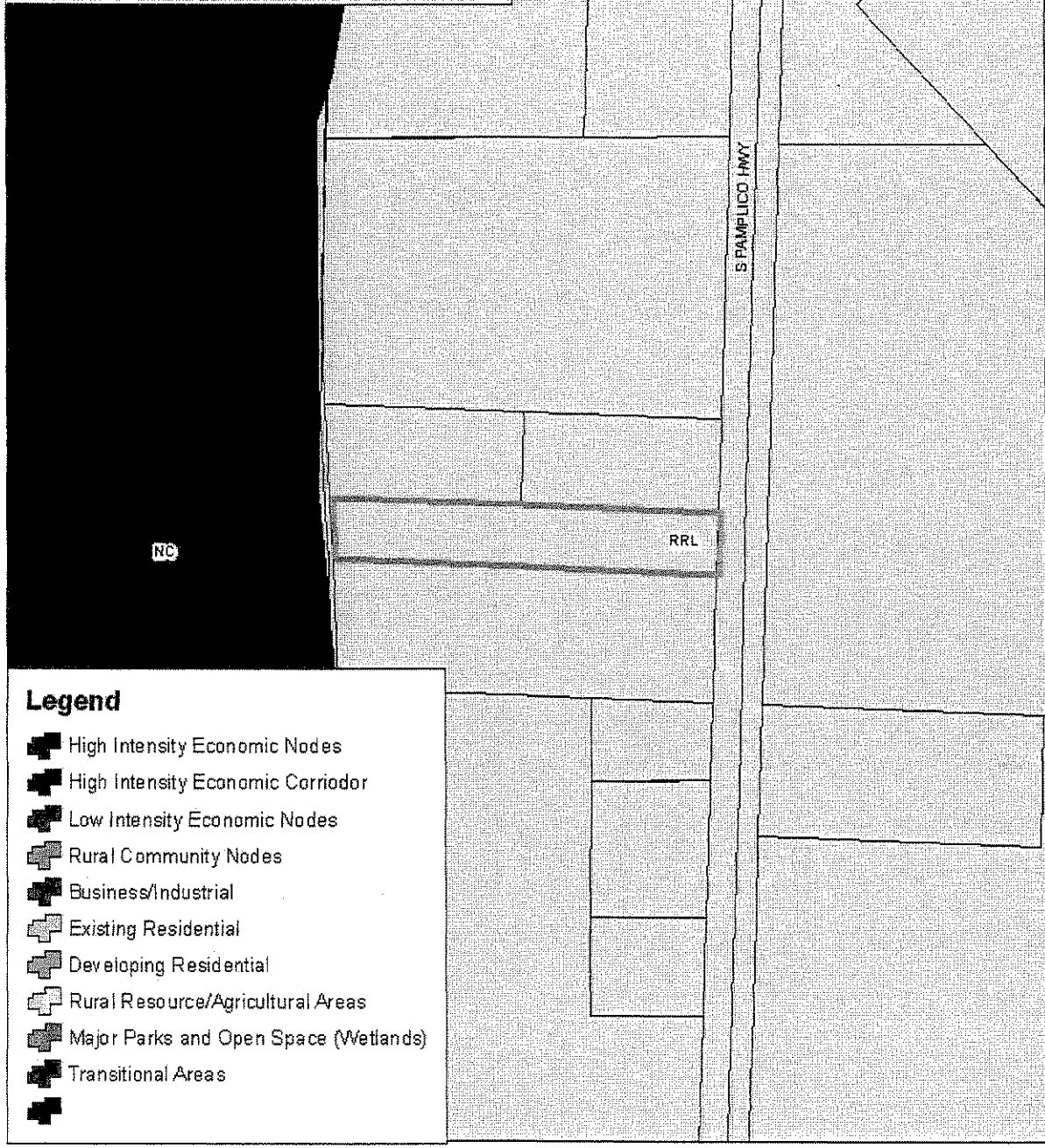
COUNTY COUNCIL DISTRICT(S): 2
PC#2009-38



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 2007

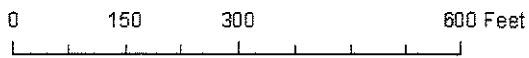
COUNTY COUNCIL DISTRICT(S): 2
PC#2009-38

Comprehensive Land Use Plan Map



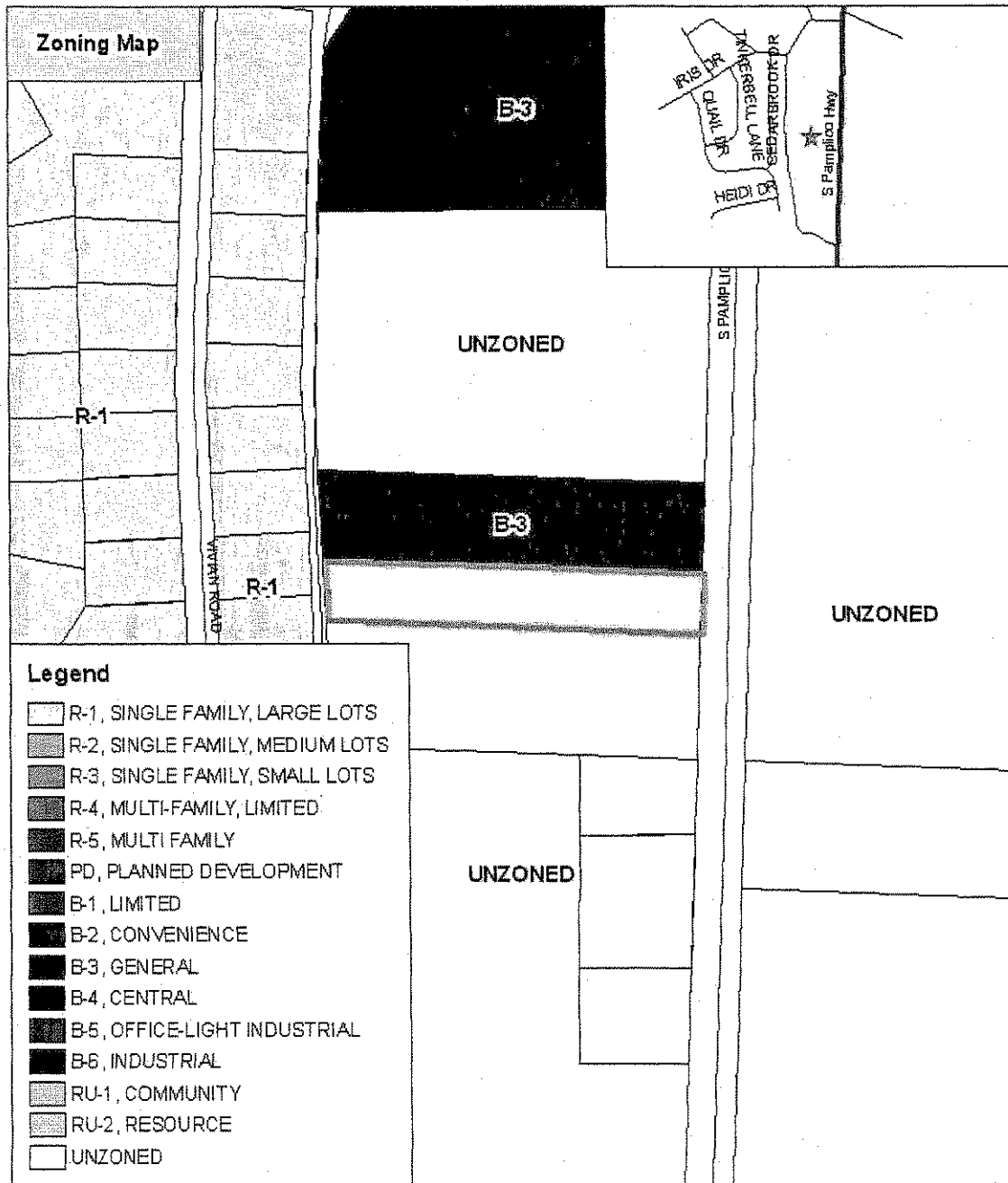
Legend

- High Intensity Economic Nodes
- High Intensity Economic Corridor
- Low Intensity Economic Nodes
- Rural Community Nodes
- Business/Industrial
- Existing Residential
- Developing Residential
- Rural Resource/Agricultural Areas
- Major Parks and Open Space (Wetlands)
- Transitional Areas



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& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 2
PC#2009-38



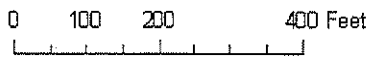
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 2007

COUNTY COUNCIL DISTRICT(S): 2
PC#2009-38

Florence County 2008 Orthophotography Map



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& Building Inspections Department
Geographic Information Systems
2007

COUNTY COUNCIL DISTRICT(S): 2
PC#2009-38

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

CHAPTER 30-ZONING ORDINANCE ATTACHMENT

B-1, Limited Business District

This district is intended to accommodate office, institutional, and residential uses in areas whose character is changing, or where such a mix of uses is appropriate. It is designed principally for use along major streets dominated by older houses in transition.

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Second Reading - Ordinance No. 20-2009/10

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And Smurfit Stone Container Enterprises, Inc.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 20-2009/10.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 20-2009/10.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 19, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : December 10, 2009
 Second Reading : December 10, 2009
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 20-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing Pursuant To Title 4, Chapter 1 Of The South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of An Infrastructure Financing Agreement Between Florence County, South Carolina And Smurfit Stone Container Enterprises, Inc.)

WHEREAS:

1. Smurfit Stone Container Enterprises, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina (the "Company") is investing in a manufacturing facility in Florence County, South Carolina, (the "County"), through the installation of machinery and equipment on property in the County (the "Project"), which is anticipated to result in a total investment of approximately \$18,000,000 in machinery and equipment and generate payments in lieu of taxes as a result of its location in a multi-county industrial park; and
2. The County has determined that the Project is of great importance to the County by preserving corporate investment in the County by a corporation currently under bankruptcy protection; and
3. The County wishes to enter into an Infrastructure Financing Agreement (the "Credit Agreement") which provides for special source revenue credits against the Company's payments in lieu of taxes under Title 4 of the South Carolina Code of Laws, 1976, as amended (the "Act"), pursuant to Sections 4-1-175 and 4-29-68 thereof; and
4. The Company has caused to be prepared and presented to the County the form of the Credit Agreement for review and consideration.

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

1. The County has determined, with any required assistance from the South Carolina Department of Commerce or the Board of Economic Advisors, that the purposes to be accomplished by the Project are proper governmental and public purposes; that the inducement of the location of the Project within the State of South Carolina is of paramount importance; that the benefits

of the Project are greater than the costs; that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

2. The granting of the credits in the Credit Agreement in the amount of 40% of the Company's payments in lieu of taxes resulting from the Project, for a period of 20 years, is hereby approved in accordance with the Credit Agreement terms, and the Chairman is hereby authorized and directed to execute and deliver the Credit Agreement in substantially the form as submitted herewith, with any changes, insertions, and omissions as may be approved by the Chairman with the advice of the County Attorney, his execution being conclusive evidence of his approval.
3. The County represents that the property on which the Project is located is included in a joint industrial and business park and will remain in such a park for the duration of the Credit Agreement. To the extent it is determined that the property on which the Project is located is not included in a park at any time prior to the termination of the Credit Agreement, the County authorizes a revised special source revenue credit to approximate the total savings that the Credit Agreement was intended to provide if the property were so included.
4. The South Carolina Department of Revenue has determined that the Project is to be treated for property tax purposes (including payments in lieu of taxes) as a manufacturing facility, with real property appraised by the Department and assessed at 10.5% and personal property appraised by reference to its depreciated value for income tax purposes and assessed at 10.5%. To the extent that the Project is recharacterized for property tax purposes (including payments in lieu of taxes) at any time prior to the expiration of this Agreement such that the Company's property tax payments or payments in lieu of taxes with respect to the Project are higher than they would be based on the calculation formulas set forth above, the County authorizes an amendment to the special source revenue credits to provide the savings that a fee in lieu of tax arrangement with a 6% assessment ratio and a fixed millage rate of 278.8 mills would have provided.
5. The consummation of all transactions contemplated by the Credit Agreement are hereby approved.
6. The Chairman and all other appropriate officials of the County are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required in order to carry out, give effect to, and consummate the transactions contemplated by the Credit Agreement.
7. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
8. This Ordinance shall become effective immediately upon third reading and approval by the Council.
9. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to

be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

10. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

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:

DRAFT

INFRASTRUCTURE FINANCING AGREEMENT

between

FLORENCE COUNTY, SOUTH CAROLINA

and

SMURFIT STONE CONTAINER ENTERPRISES, INC.

DATED

Dated as of November 19, 2009

INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT, dated as of November 19, 2009 (the "Agreement"), between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and SMURFIT STONE CONTAINER ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175 and 4-29-68 of the South Carolina Code of Laws, 1976, as amended, to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving Florence County and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of Florence County; and

WHEREAS, the Company is considering an investment in a distribution facility on the land described on the attached Exhibit A (the land as so improved by such facilities is hereinafter referred to as the "Project"); and

WHEREAS, the County and Marion County have established a joint industrial and business park (the "Park") by entering into an Agreement for the Development of a Joint Industrial and Business Park (the "Park Agreement"), dated December 1, 2006, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the Park Agreement encompasses the property on which the Project is located; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes which will be distributed to Marion County (the "Marion Fee Payments") and to Florence County (the "Florence Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County has agreed to provide a special source revenue credit (the "SSRC") for the Company to acquire and construct certain infrastructure, real estate, and improvements thereon with respect to the Project (the "Infrastructure") by means of providing a credit against the Florence Fee Payments equal to 40% of such Florence Fee Payments for a period of 20 years; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____ 2009, following a public hearing held on _____, 2009, in compliance with the terms of the Act.

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

ARTICLE I

DEFINITIONS

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

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

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

“Company” shall mean Smurfit Stone Container Enterprises, Inc., its successors and assigns.

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

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

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

“Florence Fee Payments” shall mean payments in lieu of taxes made to the County with respect to the Project as required by the Park Agreement.

“Infrastructure” shall mean the Project’s infrastructure, real estate and all improvements thereon, as are permitted under the Act.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2009 authorizing the execution and delivery of this Agreement.

“Park” shall mean the joint industrial and business park established pursuant to the terms of the Park Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint Industrial and Business Park, dated December 1, 2006, between the County and Marion County, South Carolina, as amended or supplemented.

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

“Special Source Revenue Credits” (or “Credits”) shall mean the credits to the Company’s payments in lieu of taxes to reimburse the Company for the Cost of the Infrastructure in the amounts set forth in Section 3.03 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(b) The County proposes to reimburse the Company for the construction of the Infrastructure for the purpose of promoting the economic development of Florence County, South Carolina.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County’s knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the constitution or laws of the State relating to the establishment of

the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge, or encumbrance under the provisions of (i) the constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization, or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best knowledge of the County is there any basis therefor.

(f) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(g) The County represents that the property on which the Project is located is included in the Park and shall remain included in a joint county industrial and business park for the duration of this Agreement. To the extent it is determined that the property on which the Project is located is not included in a Park at any time prior to the termination of this Agreement, the County authorizes a revised Special Source Revenue Credit to approximate the total savings that the Credit Agreement was intended to provide if the property were so included.

(h) The South Carolina Department of Revenue (the "Department") has determined that the Project is to be treated for property tax purposes (including payments in lieu of taxes) as a manufacturing facility, with real property appraised by the Department and assessed at 10.5% and personal property appraised by reference to its depreciated value for income tax purposes and assessed at 10.5%. To the extent that the Project is recharacterized for property tax purposes (including payments in lieu of taxes) at any time prior to the expiration of this Agreement such that the Company's property tax payments or payments in lieu of taxes with respect to the Project are higher than they would be based on the calculation formulas set forth above, the County agrees to amend the Special Source Revenue Credits to provide the savings that a fee in lieu of tax arrangement with a 6% assessment ratio and a fixed millage rate of 278.8 mills would have provided.

(i) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however,

that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

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

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

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally. In the event that the Company files for bankruptcy protection during the term of this Agreement, the Company hereby admits for purposes of the bankruptcy protection proceedings that the Company's pre-petition and post-petition payments in lieu of taxes are to be accorded the same treatment and priority as property tax payments.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The financing of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in Florence County and in the State of South Carolina.

(e) The Company anticipates that it has invested or will invest approximately \$18 million in the Project.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all costs of the Infrastructure as and when due. The Company agrees to complete the

acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the Infrastructure is substantially completed and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Special Source Revenue Credits.

(a) Commencing at the Company's option, the County hereby promises to provide the Company a credit equal to 40% of the Florence Fee Payments, for a period of 20 years. THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FLORENCE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

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

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO INFRASTRUCTURE

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

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

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

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

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

ARTICLE V

EVENTS OF DEFAULT; REMEDIES; NONWAIVER

SECTION 5.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement, or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). Likewise, if the Company shall fail duly and punctually to perform any covenant, condition, agreement, or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of 30 days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company by first-class mail, the Company shall be in default under this Agreement (likewise an "Event of Default").

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

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) by action or suit in equity require the other party to account as if it were the trustee of an express trust for the Company or the County, as the case may be;
- (d) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company or the County, as the case may be; or

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

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

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

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

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

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

SECTION 6.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by

this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

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

- (b) if to the Company: Smurfit Stone Container Enterprises, Inc.
Attn: Robert P. Smith
P.O. Box 100544
Florence, SC 29501-0544

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

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

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

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

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

(Signature Page Follows)

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

FLORENCE COUNTY,
SOUTH CAROLINA

(SEAL)

Signed: _____
Name: K.G. Rusty Smith, Jr.
Title: Chairman of County Council

ATTEST:

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

SMURFIT STONE CONTAINER ENTERPRISES, INC.

Signed: _____
Name: Robert P. Smith
Title: Controller

DRAFT

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Second Reading - Ordinance No. 21-2009/10

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, 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. 21-2009/10.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 21-2009/10.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 19, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : December 10, 2009
 Second Reading : December 10, 2009
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 21-2009/10

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 Wellman Plastics Recycling, 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, 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
3. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 11-2009/10 dated as of November 19, 2009, authorizing an inducement and millage rate agreement (the "Inducement Agreement") for the benefit of the company identified as Wellman Plastics Recycling, 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
4. The Project is anticipated to result in a taxable investment of at least \$3,000,000 and in the creation of at least 100 new fulltime jobs within five years, thereby providing significant economic benefits to the County and surrounding areas; and
5. The County has determined on the basis of the information supplied to it by Wellman Plastics Recycling 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

6. Pursuant to the Inducement Agreement, the County has agreed to enter into a fee in lieu of tax agreement with Wellman Plastics Recycling, whereby the County would provide therein for a payment of fee in lieu of taxes by Wellman Plastics Recycling with respect to the Project pursuant to the FILOT Act (collectively, the "Fee Agreement"); and
7. Wellman Plastics Recycling 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 which the County proposes to execute and deliver; and
8. 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 Wellman Plastics Recycling 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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

FEE AGREEMENT

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

WELLMAN PLASTICS RECYCLING

Dated as of _____

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

DRAFT

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Florence County Council (the "County Council") as the governing body of the County, and WELLMAN PLASTICS RECYCLING, a limited liability company organized and existing under the laws of the State of South Carolina (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no 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.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which 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 the Company enter into this Fee Agreement.

“Company” shall mean Wellman Plastics Recycling and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Florence County Council, the governing body of the County.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean the industrial or business park developed by two or more counties as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Title 4, Chapter 1, Sections 170 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2009 or thereafter. The Project shall not include any property which is ineligible for FILOT treatment pursuant to Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 360.8 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2009, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project

as a molding facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

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 Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement 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 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. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability. To the extent the provisions of the Act are held to be inapplicable to the property owned by the County (as improved by Tenant), the County hereby agrees that this Agreement shall be construed to provide for a fees in lieu of taxes pursuant to Section 4-12-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (the "Little Fee Statute") upon the same terms as described in this Agreement, and the inducement agreement and inducement resolution adopted in connection with this Agreement shall constitute the inducement documents pursuant to the Little Fee Statute.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary

notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real

property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2009, which is 360.8 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been

Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is

entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes

and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information") and that any disclosure of Confidential Information concerning the Company's operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County "Confidential Information." Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company 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 as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company 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. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County

agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) Each party shall be responsible for its own attorneys' fees incurred in connection with this Agreement and any other agreements or instruments entered into pursuant to the matters detailed herein.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however, that* the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.
- (iii) other actions afforded by law.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

WELLMAN PLASTICS RECYCLING
Attn: Dal Avant
Post Office Box 188
Johnsonville, SC 29555

WITH A COPY TO:

IF TO THE COUNTY:

Florence County, South Carolina
Attn: County Administrator
180 N. Irby Street
MSC-G
Florence, SC 29501

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 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 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental

orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

Signature: _____
Name: K.G. Rusty Smith, Jr.
Title: Chairman of County Council

ATTEST:

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

DRAFT

WELLMAN PLASTICS RECYCLING

Signature: _____
Name: Dal Avant
Title: Vice President - Administration

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Second Reading - Ordinance No. 22-2009/10

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And J. P. Morgan Chase, 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. 22-2009/10.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 22-2009/10.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 19, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : December 10, 2009
 Public Hearing : December 10, 2009
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 22-2009/10

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 J. P. Morgan Chase, 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, 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
3. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 12-2009/10 dated as of November 19, 2009, authorizing an inducement and millage rate agreement (the "Inducement Agreement") for the benefit of the company identified as J. P. Morgan Chase, 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
4. The Project is anticipated to result in a taxable investment of at least \$2,500,000 and in the creation of at least 250 additional fulltime jobs within five years, thereby providing significant economic benefits to the County and surrounding areas; and
5. The County has determined on the basis of the information supplied to it by J. P. Morgan Chase 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

6. Pursuant to the Inducement Agreement, the County has agreed to enter into a fee in lieu of tax agreement with J. P. Morgan Chase, whereby the County would provide therein for a payment of fee in lieu of taxes by J. P. Morgan Chase with respect to the Project pursuant to the FILOT Act (collectively, the "Fee Agreement"); and
7. J. P. Morgan Chase 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 which the County proposes to execute and deliver; and
8. 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 J. P. Morgan Chase 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

J. P. MORGAN CHASE

Dated as of _____

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

DRAFT

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Florence County Council (the "County Council") as the governing body of the County, and J. P. MORGAN CHASE, a limited liability company organized and existing under the laws of the State of South Carolina (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(H)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no 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.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Agreement (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which 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 the Company enter into this Fee Agreement.

“Company” shall mean J. P. Morgan Chase and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Florence County Council, the governing body of the County.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean the industrial or business park developed by two or more counties as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Title 4, Chapter 1, Sections 170 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2009 or thereafter. The Project shall not include any property which is ineligible for FILOT treatment pursuant to Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and generally located on the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 272.5 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2009, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement and/or as a result of creating an Industrial Development Park encompassing the Project.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company. The Company hereby represents, warrants, and agrees as follows:

(a) The Company is in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project

as a molding facility, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company will use commercially reasonable efforts to ensure that its investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

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 Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement 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 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. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability. To the extent the provisions of the Act are held to be inapplicable to the property owned by the County (as improved by Tenant), the County hereby agrees that this Agreement shall be construed to provide for a fees in lieu of taxes pursuant to Section 4-12-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (the "Little Fee Statute") upon the same terms as described in this Agreement, and the inducement agreement and inducement resolution adopted in connection with this Agreement shall constitute the inducement documents pursuant to the Little Fee Statute.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary

notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a joint county industrial and business park, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real

property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2009, which is 272.5 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum Payment in Lieu of Taxes applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been

Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) The remedies stated herein shall be the County's sole remedies for the Company's failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is

entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes

and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information") and that any disclosure of Confidential Information concerning the Company's operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County "Confidential Information." Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company 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 as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company 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. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County

agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.12 Administration Expenses.

(a) Each party shall be responsible for its own attorneys' fees incurred in connection with this Agreement and any other agreements or instruments entered into pursuant to the matters detailed herein.

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however,* that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.
- (iii) other actions afforded by law.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

J. P. MORGAN CHASE
Attn: Jane Orlin, Senior Manager
ADP Tax Credit Services
606 Post Road East
Westport, CT 06880

WITH A COPY TO:

IF TO THE COUNTY:

Florence County, South Carolina
Attn: County Administrator
180 N. Irby Street
MSC-G
Florence, SC 29501

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 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 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental

orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

Signature: _____
Name: K.G. Rusty Smith, Jr.
Title: Chairman of County Council

ATTEST:

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

J. P. MORGAN CHASE

Signature: _____
Name: Jane Orlin
Title: Senior Manager

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Second Reading - Ordinance No. 23-2009/10

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 1998 Between Florence County, South Carolina And Williamsburg County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 23-2009/10.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 23-2009/10.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 19, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : December 10, 2009
 Public Hearing : December 10, 2009
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 23-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 1998 Between Florence County, South Carolina And Williamsburg County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.)

WHEREAS:

1. Florence County, South Carolina, a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "Council"), and Williamsburg County, South Carolina, a political subdivision of the State of South Carolina ("Williamsburg County"), acting by and through its County Council, are authorized 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, to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and
2. The County and Williamsburg County entered into that certain Agreement for Development for Joint County Industrial Park dated as of December 1, 1998, (the "Agreement"); and
3. The County and Williamsburg County, having determined that an enlargement of the boundaries of the Joint County Industrial Park would promote economic development and thus provide additional employment and investment within said counties, have agreed to enter into an Amendment of the Agreement for Development for Multi-County Industrial or Business Park (the "Amendment") to enlarge the boundaries of the Joint County Industrial Park by including certain properties located in the County.

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

1. The provisions, terms, and conditions of the Amendment presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporate herein by reference as if the Amendment were set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute and deliver the Amendment in the name and on behalf of the County; the Clerk to the Council is hereby

authorized, empowered, and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Amendment to Williamsburg County. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and 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 Amendment now before this meeting.

2. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force immediately upon public hearing and third reading of the 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

FIFTH AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

This Fifth 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. 23-2009/10 adopted by Florence County Council on _____, and Ordinance No. _____ adopted by Williamsburg County Council on _____ (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-5 attached hereto.

Section 2. The Agreement as to the property set forth in Exhibit A-5 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 Fifth Amendment to Agreement for Development for Joint County Industrial Park to be effective as of _____.

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

LAND DESCRIPTION
FLORENCE COUNTY

DRAFT

Exhibit A-5 to MCP Agreement and Fifth Amended MCP Agreement

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Second Reading - Ordinance No. 24-2009/10

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 2006 Between Florence County, South Carolina And Marion County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 24-2009/10.
2. Provide an Alternate Directive

ATTACHMENTS:

Ordinance No. 24-2009/10.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 19, 2009
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : December 10, 2009
 Public Hearing : December 10, 2009
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 24-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 2006 Between Florence County, South Carolina And Marion County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.)

WHEREAS:

1. Florence County, South Carolina, a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "Council"), and Marion County, South Carolina, a political subdivision of the State of South Carolina ("Marion County"), acting by and through its County Council, are authorized 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, to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties; and
2. The County and Marion County entered into that certain Agreement for Development for Joint County Industrial Park dated as of December 1, 2006, (the "Agreement"); and
3. The County and Marion County, having determined that an enlargement of the boundaries of the Joint County Industrial Park would promote economic development and thus provide additional employment and investment within said counties, have agreed to enter into an Amendment of the Agreement for Development for Multi-County Industrial or Business Park (the "Amendment") to enlarge the boundaries of the Joint County Industrial Park by including certain properties located in the County.

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

1. The provisions, terms, and conditions of the Amendment presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporate herein by reference as if the Amendment were set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute and deliver the Amendment in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered, and directed to attest the same; and the Chairman of the Council is further

authorized, empowered, and directed to deliver the Amendment to Marion County. The Amendment is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and 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 Amendment now before this meeting.

2. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force immediately upon public hearing and third reading of the Council.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

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, 2006, between Florence County, South Carolina ("Florence County") and Marion County, South Carolina ("Marion 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, 2006, 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 Marion County as described in Exhibit B to that Agreement (the "Marion Property"); and

WHEREAS, pursuant to Ordinance No. 24-2009/10 adopted by Florence County Council on _____, and Ordinance No. _____ adopted by Marion County Council on _____ (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 Fourth Amendment to Agreement for Development for Joint County Industrial Park to be effective as of _____.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Florence County Council

ATTEST:

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

MARION COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Marion County Council

ATTEST:

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

DRAFT

LAND DESCRIPTION
FLORENCE COUNTY

DRAFT

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

FLORENCE COUNTY COUNCIL MEETING

Thursday, December 10, 2009

AGENDA ITEM: Ordinance No. 25-2009/10
Introduction

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-206, Prohibited Signs, And Section 30-209, Removal Of Signs, And Article VII, General And Ancillary Regulations, Section 30-249, Nonconformities, And Article X, Definitions, Regarding The Removal Of Dilapidated, Dangerous, and Illegal Signs, and The Definitions For Those Signs And Abandoned Signs.] *(Planning Commission approved 9-0: All Council Districts)*

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts.
2. The County wishes to maintain its appearance while encouraging the use of existing signs that do not negatively impact the esthetics of the community and have remained in place though a business no longer exists at the location.
3. County Council's concern is for those signs that remain on property and have become dilapidated, abandoned and deemed to be dangerous to the area.
4. Amendments to Sections 30-206, 30-209, 30-249 and Article X have been drafted to provide regulations for the abandoned and/or dilapidated signs.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

Ordinance No. 25-2009/10, w/markup shown.

Sponsor(s) : Planning Commission
 Planning Commission Consideration : October 27, 2009
 Planning Commission Public Hearing : October 27, 2009
 Planning Commission Recommendation : October 27 2009[Approved 9-0]
 First Reading/Introduction : December 10, 2009
 Committee Referral : N/A
 Second Reading :
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 25-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-206, Prohibited Signs, And Section 30-209, Removal Of Signs, And Article VII, General And Ancillary Regulations, Section 30-249, Nonconformities, And Article X, Definitions, Regarding The Removal Of Dilapidated, Dangerous, and Illegal Signs, and The Definitions For Those Signs And Abandoned Signs.]

WHEREAS:

1. There is major concern in the County regarding appearance issues caused by dilapidated, dangerous, and poorly maintained signs; and
2. Abandoned, yet properly maintained signs still represent an investment for the property owners; and
3. The removal of the dilapidated, dangerous, and illegal signs should be accomplished in a timely manner; and
4. These amendments will provide the proper definitions and procedures for the removal or repair of those signs while not creating an additional expense for the County.

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

1. Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-206, Prohibited Signs, is hereby amended to read as follows:

Sec. 30-206. Prohibited signs.

All signs not expressly permitted under this chapter are prohibited. Such signs include, but are not limited to:

- (3) Signs which have been abandoned and no longer correctly direct or exhort any person, advertises a bona fide business, lessor, owner, product, or activity conducted or product available. An abandoned sign which identifies, describes, directs attention to, or gives directions for locating any business or establishment no longer in operation, or advertises

any product no longer marketed or any sign structure lacking sign faces for a period of 120 continuous days or more shall be considered abandoned. Sign structures and boxes with faces that are blank or which advertise the availability of a property (for sale, for lease etc.) are not considered abandoned.

- ~~(4) Signs which have fallen into disrepair (dilapidated), are not properly maintained, are insecure or otherwise structurally unsound, have defective parts in the support, guys and/or anchors, or which are unable to meet minimum safety requirements of the standard building code. Dangerous signs which are unsafe or structurally unsound.~~
- ~~(5) Dilapidated Signs which have not been properly maintained, to include painting, lettering, replacement of broken faces or parts, repairing of electrical wiring and/or lighting.~~
- ~~(6) Illegal signs which do not meet the requirements of this ordinance, not to include non-conforming signs which were in place prior to the adoption of this ordinance.~~

2. Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-209, Removal of Signs, is hereby amended in its entirety and shall read as follows:

Sec. 30-209. Removal or Repair of Signs.

~~(1) The lawful use of any permanently mounted sign existing at the time of the enactment of this chapter may be continued although such use does not conform with the provisions of this chapter, except those declared abandoned or dilapidated, which shall be removed or remedial action taken upon notification by the zoning administrator.~~

~~(2) Non-conforming permanent signs shall be removed or brought into conformity whenever the following occurs:~~

~~a. Property changes ownership and the name of the business is to be changed, or~~

~~b. The occupancy classification of the building is changed.~~

~~(3) Any existing sign which is subsequently abandoned shall be removed, and any existing sign exceeding the allowable face area by 25 percent, and which is subsequently destroyed or damaged to the extent of 60 percent or more of its replacement cost, shall be removed or brought into conformity with these regulations.~~

~~(4) Any nonconforming temporary sign shall be removed or brought into conformity no later than 60 days following the effective date of this chapter.~~

~~(5) An order under this section shall be issued in writing to the owner or responsible party of any such sign, or of the building or premises on which such sign is located to comply within 30 days time. Upon failure to comply with such notice, the zoning administrator may cause the sign to be removed and any costs of removal incurred in the process may be collected in a manner prescribed by law.~~

(1) Abandoned or Obsolete Signs: Any sign which is abandoned or advertises a business no

longer conducted on the premises shall be removed within 120 days of the cessation of that business. Sign structures and cabinets may remain if the sign face has been changed to blank copy or advertise the availability of the property for Sale/Rent/Lease. The owner of the property and the business owner (if different), are responsible for the removal of the signs or replacement of the sign faces.

- (2) **Dangerous Signs:** Any sign which is unsafe or structurally unsound shall be removed or repaired by the owner within 15 days of receipt of a certified letter from the Florence County Planning Department. If a sign represents an immediate danger to the safety of the public in the opinion of the Planning Director, public safety officers will be requested to secure the area around the sign, and if the owner of the sign cannot be located and initiate actions to protect the safety of the public within twenty four hours, then the Planning Director without further notice will order the securing or removal of the sign and/or its structure. If available, Florence County Public Works will be used to remove the sign. If the work must be contracted or performed by Public Works, all cost associated with this effort shall be the responsibility of the sign owner. The Planning Department will send a bill for all cost incurred in the removal of the sign to the owner or responsible party via certified, return receipt mail. If the bill has not been paid within 30 days, the Planning Department will take action to have the cost added to the appropriate tax bill and subsequently to be collected by the Treasurer or to have a tax lien placed on the property.
 - (3) **Dilapidated Signs:** Any sign which has not been properly maintained, to include painting, lettering, replacement of broken faces or parts, repairing of electrical wiring and /or lighting, shall be removed or repaired within (60) days of receipt of a certified letter requiring such repair from the Planning Department.
 - (4) **Illegal Signs:** Permanent signs installed not in compliance with this ordinance or without a permit or which the permit has been revoked or expired, shall be removed within (30) days of receipt of a certified letter requiring removal from the Planning Department. Temporary signs which do not meet the conditions of this ordinance shall be removed within 24 hours of receipt of a certified letter from the Planning Department.
3. Florence County Code, Chapter 30, Zoning Ordinance, Article VII, General and Ancillary Regulations, Section 30-249, Nonconformities, Subparagraph (b) is amended by adding the following new paragraph (6), Nonconforming Signs:
- (6) **Nonconforming Signs:** A nonconforming permanent sign which was in place at the adoption of this ordinance may remain in place and be maintained indefinitely as a legal nonconforming sign subject to compliance with the following:
 - a. Normal maintenance of such sign shall be allowed including changing of copy, structural repairs, repainting or electrical repairs, and incidental alterations which do not increase the degree or extent of the nonconformity.
 - b. No structural alteration, enlargement, or extension of such sign including additional lighting shall be allowed.
 - c. No relocation of sign structure except in strict compliance with this Ordinance.

d. If a sign is damaged or is in need of repairs for any reason, which the materials required to make the repair cost more than sixty (60%) percent of the cost of replacing the sign, then the sign cannot be repaired and must be removed or brought into compliance with this Ordinance.

4. Florence County Code, Chapter 30, Zoning Ordinance, Article X, Definition, Sec. 30-311, Definitions is amended to include the following:

Sign, Abandoned or Obsolete. A sign which identifies, describes, directs attention to, or gives directions for locating any business or establishment no longer in operation, or advertises any product no longer marketed or any sign structure lacking sign faces for a period of 120 continuous days or more. Sign structures and boxes with faces that are blank or which advertise the availability of a property (for sale, for lease etc.) on vacant properties are not considered abandoned.

Sign, Dangerous. A sign which is insecure or otherwise structurally unsound, has defective parts in the support, guys, and or anchors, or which is unable to meet the minimum safety requirements of the Building Code adopted by Florence County and any other applicable state codes or regulations.

Sign, Dilapidated. A sign which has not been properly maintained, to include painting, lettering, replacement of broken faces or parts, repairing of electrical wiring and or lighting which is defective.

Sign, Illegal. Permanent signs installed not in compliance with this ordinance or without a permit or which the permit has been revoked or expired shall be removed within (30) days of the attempted delivery of a certified letter from the Florence County Planning Department requiring removal.

5. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
6. 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:

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

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 2009 was previously provided to Council. Additional copies are available upon request.)

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly financial reports are provided to Council for fiscal year 2010 through October 31, 2009 as an item for the record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY10
7/1/09 TO 10/31/09**

	YEAR-TO-DATE			
	BUDGETED REVENUE	ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	32,031,860	19,009,555	13,022,305	40.65%
Licenses & Permits	1,522,800	166,596	1,356,204	89.06%
Fines & Fees	3,485,600	922,356	2,563,244	73.54%
Intergovernmental	7,162,442	1,546,073	5,616,369	78.41%
Sales and Other Functional	5,180,350	1,567,805	3,612,545	69.74%
Miscellaneous	1,362,250	126,716	1,235,534	90.70%
Operating Transfers	(3,141,056)	-	(3,141,056)	100.00%
Use of Fund Balance	1,740,000	-	1,740,000	100.00%
TOTAL	49,344,246	23,339,102	26,005,144	52.70%

	YEAR-TO-DATE				
	BUDGETED EXPENDITURE	ACTUAL EXPENDITURE	REMAINING BALANCE	PCT	
EXPENDITURES					
10-411-401-000	County Council	324,782	81,889	242,893	74.79%
10-411-401-100	County Associations	22,921	2,619	20,302	88.57%
10-411-402-000	Administrator	628,254	198,290	429,964	68.44%
10-411-403-100	Clerk of Court	955,483	305,905	649,578	67.98%
10-411-403-200	General Sessions Court	172,252	47,543	124,709	72.40%
10-411-403-300	Family Court	657,880	200,651	457,229	69.50%
10-411-403-400	Master in Equity	53,352	15,715	37,637	70.54%
10-411-404-000	Solicitor	968,098	300,616	667,482	68.95%
10-411-405-000	Judge of Probate	511,408	147,420	363,988	71.17%
10-411-406-000	Public Defender	683,764	207,044	476,720	69.72%
10-411-406-100	Public Defender - Marion County	54,862	16,367	38,495	70.17%
10-411-407-100	Magistrates - Florence	1,358,849	365,909	992,940	73.07%
10-411-407-200	Magistrates-Timmonsville	221,989	66,627	155,362	69.99%
10-411-407-300	Magistrates - Olanta	76,425	3,091	73,334	95.96%
10-411-407-400	Magistrates - Johnsonville	111,747	34,443	77,304	69.18%
10-411-407-500	Magistrates - Pamplico	150,273	43,353	106,920	71.15%
10-411-407-600	Magistrates - Lake City	215,673	65,184	150,489	69.78%
10-411-407-700	Magistrates - LEC	9,450	2,572	6,878	72.78%
10-411-407-800	Magistrates - LEC	2,750	-	2,750	100.00%
10-411-407-900	Magistrates - LEC	2,750	1,059	1,691	61.50%
10-411-409-000	Legal Services	84,150	13,543	70,607	83.91%
10-411-410-100	Voter Registration	440,098	119,670	320,428	72.81%
10-411-410-200	Elections	40,000	-	40,000	100.00%
10-411-411-000	Finance	710,870	213,705	497,165	69.94%
10-411-411-900	County Audit	59,400	1,500	57,900	97.47%
10-411-412-000	Human Resources	240,594	62,532	178,062	74.01%
10-411-412-900	Non-Department Fringe	1,031,179	424,210	606,969	58.86%
10-411-413-100	Procurement & Facilities	214,230	42,284	171,946	80.26%
10-411-413-200	Central Maintenance	1,051,232	352,764	698,468	66.44%
10-411-414-200	GIS	383,744	93,093	290,651	75.74%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY10
7/1/09 TO 10/31/09**

10-411-414-900	General Phone System	8,910	2,790	6,120	68.69%
10-411-415-100	Treasurer	830,013	239,131	590,882	71.19%
10-411-415-200	Delinquent Tax	381,880	108,717	273,163	71.53%
10-411-416-000	Auditor	481,640	137,263	344,377	71.50%
10-411-417-000	Tax Assessor	1,237,707	349,722	887,985	71.74%
10-411-418-100	Planning and Engineering	1,101,144	466,150	634,994	57.67%
10-411-418-200	Building Department	948,234	242,220	706,014	74.46%
10-411-419-000	Complex	1,247,869	352,527	895,342	71.75%
10-411-420-000	Buildings and Grounds	906,594	253,609	652,985	72.03%
10-411-427-000	Information Technology	1,280,888	493,823	787,065	61.45%
10-411-446-000	Veteran's Affairs	153,066	45,166	107,900	70.49%
10-411-480-210	Florence Senior Center	178,653	58,021	120,632	67.52%
10-411-480-220	Lake City Senior Center	158,400	33,947	124,453	78.57%
10-411-485-130	Pee Dee CAA	9,900	-	9,900	100.00%
10-411-485-290	Senior Citizens' Association	9,900	-	9,900	100.00%
10-411-485-410	Airport Commission	75,457	-	75,457	100.00%
10-411-485-420	PDRTA	14,850	-	14,850	100.00%
10-411-485-510	Soil & Water Conservation	3,779	-	3,779	100.00%
10-411-485-520	County Agent	4,950	-	4,950	100.00%
10-411-485-610	Stadium Commission	5,049	2,525	2,525	50.00%
10-411-485-850	Humane Society	4,950	-	4,950	100.00%
10-411-485-910	Pee Dee COG	75,457	37,728	37,729	50.00%
10-411-485-990	Legislative Delegation Office	4,950	-	4,950	100.00%
10-411-488-000	Contingency Fund	517,516	516,543	973	0.19%
10-411-489-100	Employee Tort Insurance	214,900	214,632	268	0.12%
10-411-489-200	Employee Blanket Bond	842	825	17	2.06%
10-421-421-110	Sheriff's Department	7,992,156	2,790,771	5,201,385	65.08%
10-421-421-190	Sheriff's Special Projects	32,000	32,000	-	0.00%
10-421-421-200	County Jail	6,503,255	1,806,907	4,696,348	72.22%
10-421-422-100	Emergency Preparedness	285,548	77,216	208,332	72.96%
10-421-422-200	Central Dispatch	1,797,708	519,961	1,277,747	71.08%
10-421-422-300	County Radio System	336,504	127,904	208,600	61.99%
10-421-481-950	Rural Fire Departments	14,850	1,130	13,720	92.39%
10-451-423-000	EMS	4,214,054	1,261,579	2,952,475	70.06%
10-451-424-100	Rescue Squad - Timmonsville	183,788	57,449	126,339	68.74%
10-451-424-300	Rescue Squad - Olanta	37,005	26,777	10,228	27.64%
10-451-424-400	Rescue Squad - Hannah-Salem	74,250	123	74,127	99.83%
10-451-424-500	Rescue Squad - Johnsonville	51,183	13,679	37,504	73.27%
10-451-424-600	Rescue Squad - Pamplico	38,023	3,313	34,710	91.29%
10-451-424-700	Rescue Squad - Windy Hill	8,791	-	8,791	100.00%
10-451-424-800	Rescue Squad - J'ville Fire	20,276	-	20,276	100.00%
10-451-424-991	Rescue Squad - LC Rural Fire	5,247	-	5,247	100.00%
10-451-424-992	Rescue Squad - Coward Fire	2,027	-	2,027	100.00%
10-451-424-993	Rescue Squad - Scranton Fire	2,027	-	2,027	100.00%
10-451-424-994	Rescue Squad - Howe Springs Fire	2,027	-	2,027	100.00%
10-451-424-995	Rescue Squad - West Florence	11,880	2,970	8,910	75.00%
10-451-425-000	Coroner	263,858	71,843	192,015	72.77%
10-451-425-100	Pauper's Funerals	6,930	2,400	4,530	65.37%
10-451-441-000	Health Department	85,140	27,172	57,968	68.09%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY10
7/1/09 TO 10/31/09**

10-451-442-000	Environmental Services	711,559	176,794	534,765	75.15%
10-451-485-310	DSN Board	4,901	-	4,901	100.00%
10-451-485-320	Mental Health Association	2,970	-	2,970	100.00%
10-451-485-330	PD Mental Health Center	4,901	-	4,901	100.00%
10-451-485-720	PD Speech and Hearing	2,970	-	2,970	100.00%
10-461-485-110	MIAP Administration	402,714	175,410	227,304	56.44%
10-461-485-120	DSS	51,163	19,997	31,166	60.92%
10-461-485-810	PD Coalition	9,900	2,475	7,425	75.00%
10-471-451-100	Recreation	1,038,013	469,836	568,177	54.74%
10-471-451-400	Lynches River Park	376,367	132,070	244,297	64.91%
10-471-451-201	Tourism	284,065	119,656	164,409	57.88%
10-471-455-000	County Library	3,591,064	1,086,514	2,504,550	69.74%
10-471-485-620	Museum Commission	9,900	2,475	7,425	75.00%
10-481-485-710	Literacy Council	4,901	1,225	3,676	75.00%

TOTAL		49,759,872	15,994,583	33,765,289	67.86%
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Ideal Remaining % = 66.67%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/2009 TO 10/31/2009**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,769,173	305,924	3,463,249	91.88%	3,769,173	3,546,012	223,161	5.92%
112 Economic Development Partnership Fund	455,400	170,382	285,018	62.59%	455,400	47,030	408,370	89.67%
123 Local Accommodations Tax Fund	2,752,153	625,251	2,126,902	77.28%	2,752,153	319,574	2,432,579	88.39%
124 Local Hospitality Tax Fund	694,271	70,115	624,156	89.90%	694,271	308,655	385,616	55.54%
131 District Utility Allocation Fund	2,668,150	98,164	2,569,986	96.32%	2,668,150	-	2,668,150	100.00%
132 District Infrastructure Allocation Fund	1,771,836	97,864	1,673,972	94.48%	1,771,836	-	1,771,836	100.00%
151 Law Library Fund	89,100	7,636	81,464	91.43%	89,100	13,329	75,771	85.04%
153 Road System Maintenance Fee Fund	3,337,117	812,511	2,524,606	75.65%	3,337,117	931,675	2,405,442	72.08%
154 Victim/Witness Assistance Fund	364,568	100,831	263,737	72.34%	364,568	48,338	316,230	86.74%
421 Landfill Fund	4,344,219	1,287,156	3,057,063	70.37%	4,344,219	314,007	4,030,212	92.77%
431 E911 System Fund	685,170	329,043	356,127	51.98%	685,170	79,648	605,522	88.38%
TOTALS:	20,931,157	3,904,876	17,026,281	81.34%	20,931,157	5,608,268	15,322,889	73.21%

IDEAL REMAINING PERCENT: 66.67%

331 Capital Project Sales Tax Fund (Florence County Forward road projects)

Sales taxes received and interest reported from inception through quarter ended September 30, 2009 \$46,390,609

(Sales taxes are received directly by South Carolina Department of Revenue and are remitted to Florence County on a quarterly basis.)

**Florence County Council
Allocation Balances by District
October 31, 2009**

Council District #	Type of Allocation	Beginning Budget FY09	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	273,795.96	86,270.22	187,525.74
	Paving	50,962.00	19,653.38	31,308.62
	Utility	292,757.45	77,785.50	214,971.95
	In-Kind	19,800.00	-	19,800.00
2	Infrastructure	86,353.87	58,646.44	27,707.43
	Paving	123,801.75	41,472.02	82,329.73
	Utility	90,964.72	11,679.39	79,285.33
	In-Kind	19,800.00	1,862.40	17,937.60
3	Infrastructure	145,255.12	40,121.92	105,133.20
	Paving	445,940.82	325,031.07	120,909.75
	Utility	256,800.29	37,194.75	219,605.54
	In-Kind	19,800.00	3,872.00	15,928.00
4	Infrastructure	300,362.28	33,370.57	265,656.71
	Paving	157,851.86	22,943.38	134,908.48
	Utility	84,841.47	5,670.00	79,171.47
	In-Kind	19,800.00	-	19,800.00
5	Infrastructure	114,239.51	49,463.78	63,440.73
	Paving	71,493.35	23,171.27	48,322.08
	Utility	184,199.48	52,300.00	131,899.48
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	279,166.47	12,709.19	266,457.28
	Paving	196,497.87	-	196,497.87
	Utility	249,410.95	8,936.00	240,474.95
	In-Kind	19,800.00	-	19,800.00
7	Infrastructure	133,600.52	42,681.04	90,919.48
	Paving	315,436.06	130,793.06	184,643.00
	Utility	319,562.45	53,851.66	265,710.79
	In-Kind	19,800.00	-	19,800.00
8	Infrastructure	309,294.44	183,057.08	126,237.36
	Paving	289,746.80	141,670.80	148,076.00
	Utility	303,522.15	144,139.20	159,382.95
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	100,044.68	49,368.90	50,675.78
	Paving	155,723.13	33,959.13	121,764.00
	Utility	264,773.93	31,289.02	233,484.91
	In-Kind	19,800.00	-	19,800.00

Infrastructure funds to be used for capital projects or equipment purchases. (See guidelines)
Paving funds to be used for paving or rocking roads. See guidelines in County code.
Utility funds to be used for water, sewer, stormwater, and any infrastructure fund projects.
In-Kind funds to be used for projects completed by the Public Works Department.

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Council is requested to consider approval of the Schedule of County Council meeting dates for 2010 as well as the Official County Holidays for 2010.

ATTACHMENTS:

Copy of proposed Schedule of "County Council Meeting Dates for 2010" and "Official County Holidays for 2010."

COUNTY COUNCIL MEETING DATES FOR 2010

<u>MEETING DATES/TIMES</u>	<u>SCAC & NACo MEETING DATES and OTHER INFORMATION</u>	<u>AGENDA ITEMS DUE [CUTOFF DATES]</u>
JANUARY 14 / 9:00 A.M.		<i>DECEMBER 31</i>
FEBRUARY 18 / 9:00 A.M.	SCAC – MID-YEAR CONFERENCE, COLUMBIA, SC FEB 24-25, 2010	<i>FEBRUARY 5</i>
MARCH 18 / 9:00 A.M.	NACo – LEGISLATIVE CONFERENCE WASHINGTON, DC MAR 6 – 10, 2010	<i>MARCH 5</i>
APRIL 15 / 9:00 A.M.		<i>APRIL 1</i>
MAY 20 / 9:00 A.M.		<i>MAY 7</i>
JUNE 17 / 9:00 A.M.		<i>JUNE 4</i>
JULY 15 / 9:00 A.M.	NACo ANNUAL CONFERENCE - RENO, NEVADA JULY 16-20, 2010	<i>JULY 1</i>
AUGUST 19 / 9:00 A.M.	SCAC ANNUAL CONFERENCE & SC INSTITUTE CLASSES HILTON HEAD MARRIOTT, HILTON HEAD ISLAND, SC: AUGUST 1-4, 2010	<i>AUGUST 6</i>
SEPTEMBER 16 / 9:00 A.M.		<i>SEPTEMBER 3</i>
OCTOBER 21 / 6:00 P.M.	HELD AT THE LAKE CITY BEAN MARKET MUSEUM; SCAC INSTITUTE OF GOVERNMENT AND COUNTY COUNCIL COALITION – COLUMBIA, SC	<i>OCTOBER 8</i>
NOVEMBER 18 / 9:00 A.M.		<i>NOVEMBER 5</i>
DECEMBER 9 / 9:00 A.M.	HELD AT LYNCHES RIVER COUNTY PARK (INCLUDES EMPLOYEE RECOGNITION) SCAC LEGISLATIVE CONFERENCE – CHARLESTON, SC	<i>NOVEMBER 24</i>

*Unscheduled, optional 9:00 a.m. meeting dates: April 1, May 6, and June 3.

OFFICIAL COUNTY HOLIDAYS FOR 2010

OBSERVANCE OF DR. MARTIN LUTHER KING, JR.'S BIRTHDAY	MONDAY, JANUARY 18
GOOD FRIDAY	FRIDAY, APRIL 2
MEMORIAL DAY	MONDAY, MAY 31
INDEPENDENCE DAY	MONDAY, JULY 5
LABOR DAY	MONDAY, SEPTEMBER 6
THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING	THURSDAY AND FRIDAY NOVEMBER 25-26
CHRISTMAS EVE AND CHRISTMAS DAY	FRIDAY, DECEMBER 24 AND MONDAY, DECEMBER 27
NEW YEAR'S DAY	FRIDAY, DECEMBER 31, 2010

12/10/09

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the Design/Build – Environmental Services Office RFP panel.

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Sheriff's Office
Procurement Department

ISSUE UNDER CONSIDERATION:

Authorization to procure eight (8) Flashback digital in-car cameras, compatible with the existing Digital Evidence Series System currently used at the Sheriff's Office, from the exclusive manufacturer and distributor L3 Communications Mobile Vision Inc., in the amount of \$42,336 utilizing 2009 Justice Assistance Grant funds.

POINTS TO CONSIDER:

1. The sole source request is for the Flashback in-car digital cameras which are compatible with the existing Digital Evidence Series System currently in place at the Florence County Sheriff's Office. The in-car cameras work as part of the digital video recording system which provide a complete evidence management system. The system downloads, collects, labels, and stores video received by the in-car cameras.
2. The cameras are manufactured exclusively by L3 Communications Mobile-Vision, Inc and are not available from any other source.
3. The Sheriff recommends the sole source award.

FUNDING FACTORS:

\$42,336 = Total cost of eight (8) digital in-car cameras to be funded from the Justice Assistance Grant (JAG) award # 1GS09183.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Provide an alternate directive

ATTACHMENT:

1. Sole Source Request Letter from Sheriff Boone.
2. Letter from L3 Communications Mobile-Vision, Inc. Letter.



communications

Mobile-Vision, Inc.
80 Fanny Road
Boonton, NJ 07005
Tel: (800) 336-8476 (973) 253-1090 Fax: (973) 257-3024
www.L-3com.com/mv

Ms. Vickie Floyd
Grants Coordinator
Florence County Sheriff's Office
6719 Friendfield Road
Effingham, South Carolina 29541

Dear Ms. Floyd:

The L-3 Communications Mobile-Vision, Inc. Flashback™ DVR is designed and manufactured exclusively by L-3 Communications Mobile-Vision, Inc. and is not available from any other source.

The Digital Evidence Series™ of digital evidence management solutions is a series of software and workstation/server products designed specifically, and only, by L-3 Communications Mobile-Vision, Inc. to support its Flashback digital in-car video solution.

The series includes versions of the Digital Evidence Pro™, Digital Evidence Tracker™ and Digital Evidence Viewer™ that are configured with various levels of software and hardware that accommodate an agency based on fleet size and/or evidence volume. The Digital Evidence Series of video management solutions offer the following exclusive capabilities:

- Intelligent Wireless Transfer™ (Patent Pending) which requires no manual interaction in order to initiate and complete the wireless transfer of video from a vehicle into the Agency.
- Automated Intelligent Volume Management™ (Patent Pending) for hands free video backup, storage, long term archival and video restoration for viewing and use.
- Case Management Features which enable an Agency to manage not only in car video but also digital still photographs, third party video and any other type of digital evidence that may be needed for court presentation purposes.
- Dynamic Wireless Load Balancing which maximizes the speed of a wireless download across multiple wireless access points. This minimizes the amount of time required to complete the transfer of video, thereby permitting your Deputies to spend more time in productive tasks.
- There are also in-car features which are standard in our Flashback system that may be optional with other manufacturers or not included at all. These include GPS tracking and trace points, low light camera features and a standard in-car covert microphone.

Our Company looks forward to working with you on this project. As a provider of in-car video solutions for 20 years we have the technology and expertise to make your in car video project a success.

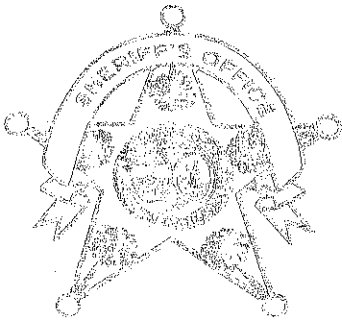
Please call me at 973-255-0964 if you have any questions or need additional information.

Sincerely,

Kris Newton
Regional Sales Manager

No. 4574 P. 1/1

Nov. 24, 2009 3:31PM



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

November 24, 2009

Mr. Richard Starks
Florence County Administrator
180 North Irby Street MSG-C
Florence, South Carolina 29501

Dear Mr. Starks:

As you are aware, the Florence County Sheriff's Office was awarded grant funds through the Justice Assistance Grant (JAG) Program for the purchase of a Digital Video Recorder System and In-Car Digital Cameras. The Flashback DVR System is manufactured solely by L3 Communications.

Under a current Justice Assistance Grant (JAG) award, we were funded to purchase additional in-car cameras for our system.

It is my recommendations that Council approve the sole source procurement of the in-car cameras from L3 Mobile-Vision Inc.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Boone", is positioned above the typed name.

William K. Boone
Sheriff of Florence County

FLORENCE COUNTY COUNCIL MEETING

December 10, 2009

AGENDA ITEM: Reports to Council
Declaration of Surplus Property

DEPARTMENT: Sheriff's Office
Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of on-site propane tank at Florence County Law Enforcement Center no longer used by the County as surplus and allow for sale of property to TransTech Energy, Inc. in the amount of \$23,769, the proceeds to be used to expand storage area at the Law Enforcement Center.

POINTS TO CONSIDER:

1. The on-site propane tank at the Florence County Law Enforcement Center is no longer used by the department.
2. The State Fire Marshall provided a list of vendors authorized by the State of South Carolina as a LP Installer.
3. Offers from three (3) of the authorized vendors properly licensed by the State were received.
4. The highest offer was from TransTech Energy, Inc., Rocky Mount, NC in the amount of \$23,769.
5. The equipment is of little value or obsolete to the using department.
6. Disposal will not impact on-going operations.
7. County Council approval is required for disposal of surplus property.
8. Funds received from the sale will be used to expand storage area for FCSO, and ratification of which will be included in the FY 10 year end budget amendment ordinance.

OPTIONS:

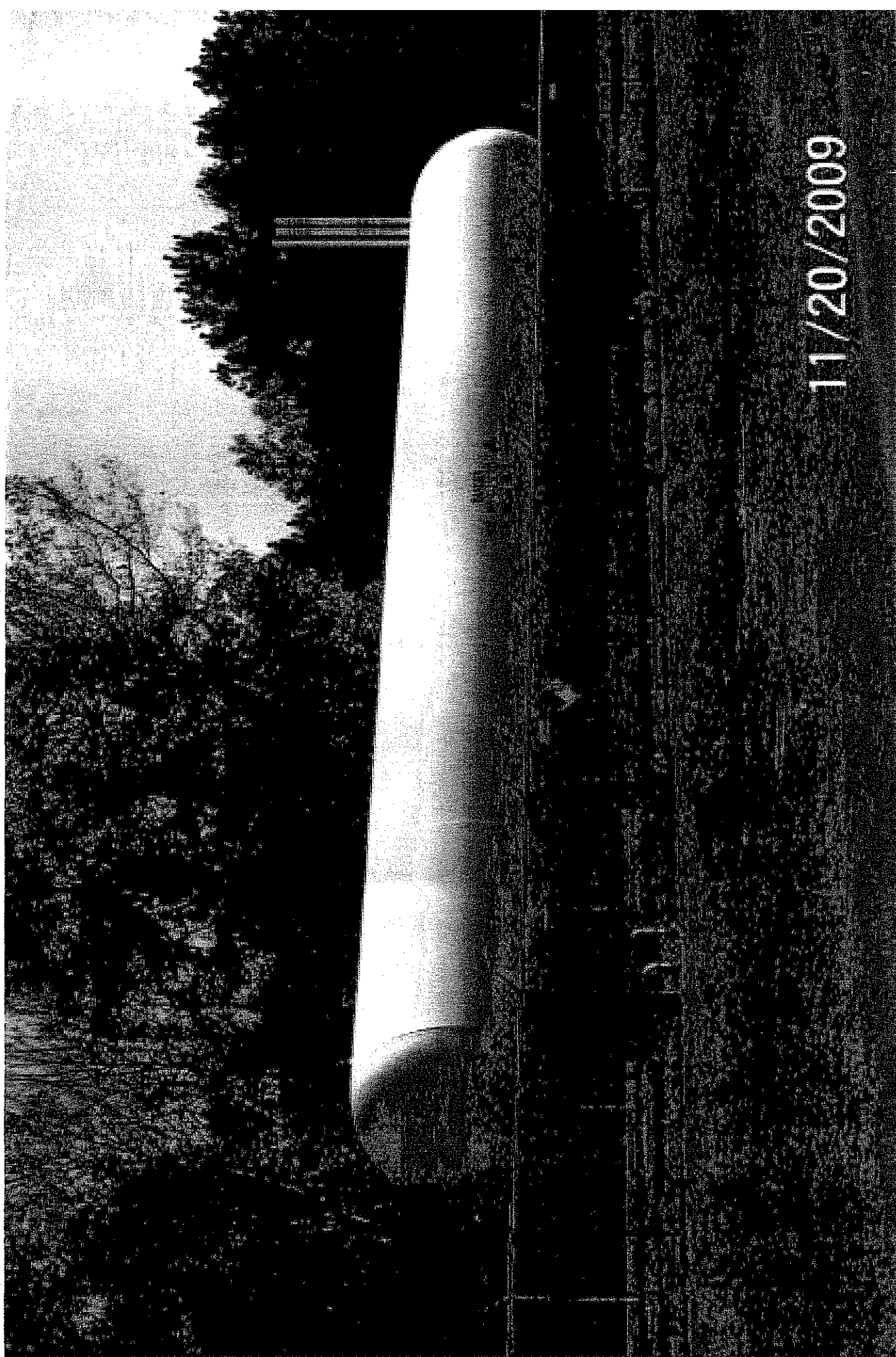
1. *(Recommended)* Approve as presented.
2. Decline.

ATTACHMENTS:

1. Offers to purchase propane tank.
2. Propane tank photo.

VENDOR OFFERS TO PURCHASE PROPANE TANK:

	<u>Offer</u>
1 TransTech Energy, Inc. P.O. Box 8197 Rocky Mount, NC 27804	23,769.00
2 Industrial Propane and Petroleum, Inc. P.O. Box 17087 Charlotte, NC 28227	23,500.00
3 Warren Mechanical P.O. Box 70 Summerton, SC 29148	23,200.00



11/20/2009

Florence County Council Meeting
December 10, 2009

AGENDA ITEM: Other Business
Infrastructure Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$4,084.39 From Council District 3 Infrastructure Funding Allocation To Assist The Resurrection Restoration Center For The Homeless With The Completion Of A Commercial Kitchen.

FUNDING SOURCE:

Infrastructure

Road System Maintenance

Utility

Signed: _____

Requested by Councilmember: Alphonso Bradley

Date: _____

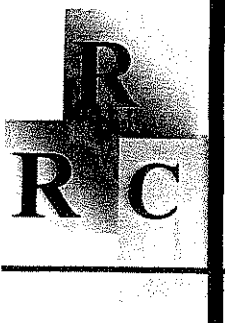
11/30/09

ATTACHMENTS:

1. A copy of the request and associated quote from Resurrection Restoration Center for the Homeless.

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council



Resurrection Restoration Center for the Homeless

1809 N Douglas St.

Florence, SC 29501

Office: (843) 407-4591 Cell: (843) 206-3575

Email: rroutreach@ymail.com

Fax: (843) 407-4589



Board of Directors

Dr. Carol Wright
Board Chair
Benedict College

Mr. Ron Harrelson
Board Vice-Chair
*Aiken & Company
Insurance & Realty*

Atty. Charlie Blake
Treasurer
Finklea Law Firm

Dr. John A. Keith
Eastern Carolina
Pediatrics

Ms. Felicia Adams
*Resurrection
Restoration Outreach*

Ms. Cynthia Hicks
Secretary

Members

Atty. Cliff McBride
SC Legal Services

Executive Director

Mrs. Modestine Brody
Homeless Outreach

October 19, 2009

Dear Councilman Bradley,

We greatly appreciate the County Council's efforts in assisting our program with a commercial kitchen. We foresee being able to use the kitchen to feed many hungry and homeless people and to provide services to the community.

Somehow in the course of planning for the kitchen, the amount needed to pay for the Gas Fryer (\$1077.27) and the Commercial Refrigerator 2645.00 was not added in to the total needed. We also need \$362.12 for installation of the Hood System.

We would greatly appreciate your help in these items needed to complete the commercial kitchen installation. If you have any questions please feel free to call the office or cell phone (615-4183).

Sincerely,

Modestine W. Brody

Executive Director

1809 N Douglas St.
Florence, SC 29501
Office (843) 407-4591
Mobile (843) 206-3575
Email
rroutreach@ymail.com

1809 N Douglas St. Florence, SC 29501

Office: (843)407-4591 Mobile: (843)206-3575

***"We Care Because
We've Been There"***

Email: rroutreach@ymail.com

OCT 2,2009

INVOICE

Page 1 of 2
RESTORCT

Project:
Restoration Center The
1809 North Douglas St.
Florence, SC 29501-0000
(843) 407-4591

From:
FRS - Florence
1310 Meadors Farm Road
Florence, SC 29505
(843) 662-7021 Fax: (843) 664-1131

To:

Item	Qty	Description	Sell Each	Sell Total
1	1 ea	RANGE, RESTAURANT, GAS, 60" Vulcan Model No. V60F Value Series Restaurant Range, 60", gas, (6) 28,000 BTU burners with lift-off burner heads, 24" griddle, (2) standard ovens, s/s front, sides, back riser & high shelf, fully-welded chassis, 6" adjustable legs, 268,000 BTU/hr, CSA, NSF	3,768.88	3,768.88
	1	-2 LP gas, specify elevation if over 3,500 ft.		
	1	1 year limited parts & labor warranty, standard		
	1 ea	CASTERS RR6 Casters (set of 6)		
	1 ea	T&S HG-2D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) 90° elbow, ball valve, necessary hardware, with Surelink restraining cable adjustable for 3' to 5'		
2	1 ea	FRYER, GAS Vulcan Model No. LG300 Fryer, Gas, 15-1/2"W, free-standing, 35-40 pound fat capacity, millivolt thermostat controls, drain valve, twin baskets, shut-off valve & manual pilot ignition, s/s fry tank, front top and door, adjustable legs, 90,000 BTU/hr	1,077.27	1,077.27
	1	LP gas, specify elevation if over 3,500 ft.		
	1	1 year limited tank warranty, standard		
	1	1 year limited parts & labor warranty, standard		
	1 ea	CASTERS VULPLT Casters, 6", adjustable, set of four; 2 locking, 2 non-locking, for all free standing gas and electric fryers		
	1 ea	T&S HG-2D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) 90° elbow, ball valve, necessary hardware, with Surelink restraining cable adjustable for 3' to 5'		

FRS - Florence

OCT 2,2009

Restoration Center The

Item	Qty	Description	Sell Each	Sell Total
9	1 ea	REFRIG... REACH-IN True Food Service Equipment, Inc Model No. T-49 Refrigerator, Reach-in, two-section, 49 cu. ft., (6) shelves, 300 series s/s front & aluminum ends exterior, white aluminum with 300 series s/s floor interior, (2) s/s hinged doors with locks, dial thermometer, 4" castors, 1/2 HP, 115v/60/1, ENERGY STAR®	2,645.00	2,645.00
	1	Self-contained refrigeration std.		
	1	Warranty - 5 year compressor (self-contained only), applicable to US and Canada		
	1	Warranty - 1 year parts and labor, applicable to US and Canada		
	1	Left door hinged left, right door hinged right standard		
	1	4" Swivel castors, std. (adds 5" to OA height)		
10		NOTE: Price includes all freight and delivery. Delivery is uncrate and set in place for final connections by others. All cooking equipment is on casters and comes with the approved gas hoses with restraints as per code. Please call with any questions concerning this bid.		
			Total	7,491.15
			Sales Tax (@ 8.000%)	599.29
			Grand Total	8,090.44

Acceptance: _____

Date: _____

FRS - Florence

Florence County Council Meeting

November 19, 2009

AGENDA ITEM: Other Business
Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$12,584.00 from Council District #5 funding allocations to pay for the cost of resurfacing with 1½" Type C hot laid asphalt for S. Flanders Road.

This cost estimate was prepared by Florence County Public Works.

FUNDING SOURCE:

- Infrastructure
 Road System Maintenance
 Utility

Signed: Johnnie Rodgers
Requested by Councilmember: Johnnie Rodgers

Date: 11/30/09

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

11/16/09

Florence County Council Meeting
December 10, 2009

AGENDA ITEM: Other Business
Road System Maintenance Fee (RSMF) Fund
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$21,384.00 From Council District 3 RSMF Funding Allocation To Pay For The Cost Of Resurfacing Jefferson Street With 1 ½" Type C Hot Laid Asphalt.

The cost estimate was prepared by Florence County Public Works.

FUNDING SOURCE:

Infrastructure
 Road System Maintenance
 Utility

Signed: 
Requested by Councilmember: Al Bradley

Date: 11/30/09

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
December 10, 2009

AGENDA ITEM: Other Business
Road System Maintenance Fee (RSMF)
Council District 3

DEPARTMENT: County Council


ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$72,610.78 From Council District 3 RSMF Funding Allocation To Pay For The Cost Of Resurfacing 4,106 Feet (150 Feet Will Be Reclaimed) Of Roughfork Street With 1½" Type C Hot Laid Asphalt.

The cost estimate was prepared by Florence County Public Works.

FUNDING SOURCE:

_____ Infrastructure
XXX Road System Maintenance
_____ Utility

Signed: 
Requested by Councilmember: Al Bradley

Date: 11/30/09

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
November 19, 2009

AGENDA ITEM: Other Business
Council District #5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure up to \$45,452.00 from Council District #5 funding allocations to pay for MBC stone and crushed asphalt for Mary Road.

The cost estimate was prepared by Florence County Public Works.

FUNDING SOURCE:

- Infrastructure
- Road System Maintenance
- Utility

Signed: 
Requested by Councilmember: Johnnie Rodgers

Date: _____

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING
December 10, 2009

AGENDA ITEM: Recognition of Employees

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council will recognize County employees who have completed from five to thirty-five years of service with the County as of December 31, 2009.

ATTACHMENTS:

A copy of the memo sent to the Department Directors and Elected/Appointed Officials, along with the listing of employees eligible for recognition.



FLORENCE COUNTY COUNCIL

MEMO

TO: The Honorable Kenney Boone, Sheriff
The Honorable Eugene Cooper, Chief Magistrate
The Honorable Connie Reel-Shearin, Clerk of Court
The Honorable Kenneth Eaton, Judge of Probate
Jack Lawson, Public Defender
The Honorable Ed Clements, Solicitor
The Honorable H. Wayne Joye, Auditor
The Honorable Dean C. Fowler, Jr., Treasurer
Joe W. King, Economic Development Director
Arthur C. Gregg, Jr., Public Works Director
Kevin Yokim, Finance Director
Dusty Owens, Emergency Management Director
Joe Eason, Parks & Recreation Director
Ryon Watkins, EMS Director
Richard D. Walden, Veterans Affairs Officer
Ray McBride, Library Director

FROM: Richard A. Starks, County Administrator *RAS*

DATE: November 10, 2009

Cc: Florence County Council Members
Suzanne S. King, Administrative Services Director
Bonnita K. Andrews, Human Resources Director

RE: Employee Service Awards

Florence County Council will hold its regular meeting of December 10, 2009 at Lynches River County Park and will recognize employees of Florence County who completed from five to thirty-five years of service as of December 31, 2009. Employee recognition will begin at 10:30 a.m. with the employee Christmas luncheon to follow at 11:30 a.m.

Attached is a list of the employees receiving awards. Please notify the employees within your department eligible to receive an award and allow them to attend. If you or one of your employees will be unable to attend, please notify the Personnel Department (665-3054) so that arrangements can be made for the employee(s) to receive this much deserved recognition.

<u>"RETIRES"</u>	
31 YEARS	30 YEARS
EARL LEGRAND YOUNG (FACILITIES DIVISION)	LEROY MONTGOMERY (PUBLIC WORKS DEPARTMENT)

<u>AUDITOR</u>	
20 YEARS	5 YEARS
PATRICIA MATTHEWS	RACHELL L. WASHINGTON

<u>CLERK OF COURT</u>			
30 YEARS	25 YEARS	20 YEARS	15 YEARS
CONNIE REEL-SHEARIN	MARIANNE GREGG	MELISSA MCCUTCHEON	ANN MATTHEWS
			5 YEARS
			LISA GRANT
			LATISHA R. BAILEY

<u>FAMILY COURT</u>	
15 YEARS	
LYNDA DAVIDSON	
SHERRIE BYRD	
LUCY S. HUGHES	

<u>ECONOMIC DEVELOPMENT</u>	
5 YEARS	
THELMA C. KENNEDY	

<u>EMERGENCY MANAGEMENT - CENTRAL DISPATCH</u>			
25 YEARS	20 YEARS	10 YEARS	5 YEARS
THOMAS F. SULLIVAN	WILLIAM SWEATT, II	KERI G. TISDALE	SHANDA L. GEORGE
	MARILYN JORDAN	MEGAN A. MOORE	ANN MACK

<u>EMS</u>			
30 YEARS	25 YEARS	20 YEARS	10 YEARS
WYMAN LOWDER	ERNEST G. AVIN	JOHNNY CAIN, JR.	TRAVIS T. BRUNSON
			JAMES E. PARNELL
			RALPH E. BAILEY, III
			CHRISTOPHER ANTWINE

FINANCE	
30 YEARS	10 YEARS
PAMELA JONES	SHERRY E. WALLACE

FACILITIES MAINTENANCE	
20 YEARS	
JIMMIE DALE RAUCH	

TAX ASSESSOR	
30 YEARS	
STEPHEN J. BERRY	

LIBRARY		
25 YEARS	15 YEARS	10 YEARS
GLORIA WILSON	DEBORAH QUESADA	AUBREY B. CARROLL
		5 YEARS
		MARGARET S. COX
		SYLVIA D. OLIVER
		LANCE B. LINTON
		JULIE A. VAUGHT
		ELIZABETH A. CALDWELL
		MICHAEL K. COOPER
		RUTH MUNN KILGALLON
		BETTY DAVIS GAMBLE
		GENEVIEVE FULTON

MAGISTRATE (FLORENCE)		
25 YEARS	20 YEARS	10 YEARS
MARTHA ANN PRINCE	CATHY STREETT	BELINDA TIMMONS
	MARGARET BRIDGES	ANGELA L. GRAHAM
		5 YEARS
		GREGORY CAIN
		ANN W. GREGG

MAGISTRATE (TIMMONSVILLE)	
5 YEARS	
APRIL R. PETTIGREW	

PLANNING & ENGINEERING	
10 YEARS	5 YEARS
CATHERINE H. PATE	ANGELA C. THOMAS
	MICHAEL P. BECKHAM

PLANNING E-911
10 YEARS
REBECCA BERRY

PROBATE COURT
25 YEARS
JOHNNY L. RODRIGUE
ANGELA BRADDOCK
20 YEARS
FOLLINE GUILFORD

PUBLIC DEFENDER
5 YEARS
RONALD A. SMITH

PUBLIC WORKS
30 YEARS
ANDY HANNA
NATHANIEL CAMERON
20 YEARS
DOUGLAS WILLIAMS
15 YEARS
CHRISTINA R. JOHNSON
10 YEARS
WILLIE M. JACKSON, JR.
MICHAEL J. MYERS
PERRY NOWLIN
JAMES A. JOHNSON
5 YEARS
TREMAYNE ROBINSON
CHESTER THOMPSON, JR.
JAMES C. FRAZIER
JULIAN H. PHILLIPS

ENVIRONMENTAL SERVICES
10 YEARS
JOHN L. SMITH
5 YEARS
TODD B. FLOYD

PARKS & RECREATION
10 YEARS
NORMAN L. TOWNSEND
PHILIP ANDREWS
JOSEPH C. ROSS, JR.
5 YEARS
LORI ANN DAVIS
HORACE C. SESSIONS, JR.

<u>SHERIFF</u>			
35 YEARS	25 YEARS	20 YEARS	15 YEARS
RUSSELL COX	KIM R. LOCKLAIR	DONALD MCCAIN, JR.	MARK FULEIHAN
		HARRY PROSSER	JOHNNY HICKS, JR.
		CURT SUMMERFORD	RUSSELL HENNEGHAN
			HERBERT MUMFORD, JR.
			RAYFORD BROWN
			BARBARA COKER
			PATRICK J. O'HARA
			MICHAEL BELLFLOWERS
			CARL V. SCOTT
			CHAD M. COLLINS
			ROBERT JACKSON
			BARBARA ANN ROSE
			TRUDY B. MARLOW
			JAMIE N. COOPER
			ALICE R. DAVIS
			DANA R. OLSEN

<u>DETERENTION CENTER</u>	
16 YEARS	5 YEARS
SANDRA F. ELI	JASON A. MILES
STEPHEN G. FLOYD	SHARON ANN DAVIS
BLAIR MCELVEEN	SHEWANNA L. MASON
HENRY ANDERSON, JR.	
MAUREEN NAGY	
CHARLES MCELVEEN	

<u>SOLICITOR</u>	
15 YEARS	5 YEARS
PATRICIA PARR	DONNA L. KNIGHT
	STEPHEN HILL
	KEITH GOBBOLT

<u>TREASURER</u>	
20 YEARS	5 YEARS
MICHELLE HUMPHREY	MARY E. McMILLAN

<u>VETERANS AFFAIRS</u>	
10 YEARS	
RICHARD D. WALDEN	

<u>ADMINISTRATION</u>	
20 YEARS	5 YEARS
KATHY NEPHEW	CLAIRE SPEARMAN
	BRENDA P. SUGGS