

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
COUNTY COUNCIL CHAMBERS, ROOM 803
180 NORTH IRBY STREET
FLORENCE, SOUTH CAROLINA
THURSDAY, JANUARY 14, 2010
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. **ELECTION OF COUNTY COUNCIL OFFICERS FOR 2010:**
County Attorney James C. Rushton, III Presiding Over Elections

Chairman
Vice Chairman
Secretary/Chaplain

V. **MINUTES:**

MINUTES OF THE DECEMBER 10, 2009 REGULAR MEETING [1]
Council Is Requested To Approve The Minutes Of The December 10, 2009
Regular Meeting Of County Council.

VI. PUBLIC HEARINGS:

No public hearings are required or scheduled for this meeting.

VII. APPEARANCES:

A. A. MICHELLE JAMES, P.E. – PROGRAM MANAGER, SCDOT [10]
Michelle James, Program Manager For The South Carolina Department Of Transportation (SCDOT) Requests To Appear Before Council To Discuss The TV Road And SC 51 Project Scopes.

B. VERMELLE P. SIMMONS – 2010 CENSUS [12]
Ms. Simmons, Along With A Colleague, Milton Smalls, Request To Appear Before Council To Provide A Brief Presentation About The Importance Of The 2010 Census.

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:

A. RESOLUTION NO. 13-2009/10

[14]

A Resolution Authorizing The Submission Of An Application By Florence County To The South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program For Video Conferencing Systems At The City-County Complex And Law Enforcement Facilities.

B. RESOLUTION NO. 14-2009/10

[16]

A Resolution Authorizing The Submission Of An Application By Florence County To The South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program To Provide Staff And Equipment For A Forensic Lab At The Law Enforcement Center To Aid In The Prosecution Of Crimes In A More Efficient And Effective Manner.

C. RESOLUTION NO. 15-2009/10

[18]

A Resolution Of Support For The South Carolina Homebuilders Association's Request To South Carolina Building Codes Council To Remove From The 2009 International Residential Code (IRC) Section R313, Mandatory Requirement Of Automatic Fire Sprinklers In Residential Construction.

X. ORDINANCES IN POSITION:

A. THIRD READING

- 1. ORDINANCE NO. 18-2009/10 [20]**
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 No. 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 [33]**
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 [44]**
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 – DEFERRAL [60]**
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 – DEFERRAL [85]**
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 – DEFERRAL** [112]

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** [122]

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.

B. SECOND READING

ORDINANCE NO. 25-2009/10 [134]

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.)

C. INTRODUCTION

1. **ORDINANCE NO. 26-2009/10** [139]

An Ordinance To Rezone Property Owned By Cynthia Matthews Located At 3434 And 3508 James Turner Road., Florence County From R-1, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 072 Consisting Of Approximately 15.7 Acres.

(Planning Commission approved 7 – 0.) (Council District 5)

2. **ORDINANCE NO. 27-2009/10** [150]

An Ordinance To Rezone Property Owned By Pamela S. Truesdale Located At 3514 James Turner Road, Florence County From R-1, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 090 Consisting Of Approximately 4.81 Acres.

(Planning Commission approved 7 – 0.) (Council District 5)

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

BOARDS AND COMMISSIONS LIST [161]

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 [162]

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

2. SCDHEC WASTE TIRE/AUTOMOBILE DISMANTLER RECYCLING GRANT [168]

Accept FY2010 Waste Tire/Automobile Dismantler Recycling Grant #21 wt 10 In The Amount Of \$41,500 To Be Utilized To Assist With Disposal Costs Associated With Waste Tires At The Old Landfill.

B. FINANCE

ACCEPTANCE OF FISCAL YEAR ENDED JUNE 30, 2009 AUDIT [170]

Accept The Fiscal Year Ended June 30, 2009 Audit.

C. EMERGENCY MEDICAL SERVICES (EMS)

1. GRANT AWARD – CAROLINAS HOSPITAL SYSTEM [171]

Accept A Grant Award In The Amount Of \$20,192 From Carolinas Hospital System For Their Portion Of Equipment Costs To Provide EKG Transmission Capability From An Ambulance En-Route To Carolinas Hospital System Emergency Department.

2. GRANT AWARD – MCLEOD HEALTH [173]

Accept A Grant Award In The Amount Of \$20,192 From McLeod Health For Their Portion Of Equipment Costs To Provide EKG Transmission Capability From An Ambulance En-Route To McLeod Regional Medical Center Emergency Department.

D. LIBRARY

GRANT AWARD - HONDA SOUTH CAROLINA MFG., INC. [175]
Accept A Grant Award In The Amount Of \$5,000 From Honda South Carolina Mfg., Inc. For Books And Other Library Materials For The Timmons ville Library.

E. PROCUREMENT DEPARTMENT

1. APPOINTMENT OF EVALUATION COMMITTEE MEMBER [177]
Appoint A Member Of Council To Serve On The Public Works Heavy Equipment Bid Development And Evaluation Committee.

2. BID AWARD [178]
Approve The Award Of Bid #08-09/10 To Stryker Medical, Portage, MI In The Amount Of \$11,803.96 For An Ambulance Cot For The Johnsonville Rescue Squad; To Be Funded From Grant Funds, With The Required Matching Funds Provided By Johnsonville Rescue Squad (*4 Compliant Bids*).

3. SURPLUS PROPERTY [181]
Authorize The Sale Of Vehicle #927, A 2005 Ford Five Hundred, To Johnsonville Fire District In The Amount Of \$1,000.

4. SURPLUS PROPERTY [183]
Declare Ninety-Six (96) Outdated Radios As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

F. SHERIFF OFFICE

PURCHASE AUTHORIZATION [188]
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.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

FRANCIS MARION RECREATION ATHLETIC PARK

[191]

Approve The Expenditure From Council Districts 3, 6 and 7 Infrastructure Funding Allocations In A Total Amount Estimated At \$7,300 (Approximately \$2,433.33 From Each District) To Assist Francis Marion Recreation Athletic Park With The Extension Of The Backstop On The Dixie Boys Field From 20 Feet To 30 Feet And Painting The Concessions Building.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

No requests submitted prior to publication of the agenda.

C. UTILITY

PINE NEEDLES WIDENING PROJECT

[193]

Approve The Expenditure From Council District 9 Utility Funding Allocation In An Amount Up To \$3,735 To Assist With The Pine Needles Widening Project Piping Along A Portion Of South Ebenezer Road.

XIV. EXECUTIVE SESSION:

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

- Contractual matters concerning pending real property transactions
- Personnel matters – Chief Magistrate’s Office

XV. 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.)

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the December 10, 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, DECEMBER 10, 2009, 9:00 A.M., LYNCHES RIVER
COUNTY PARK, 1110 BEN GAUSE ROAD, COWARD, 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
Bonnita K. Andrews, Human Resources Director
Ryon Watkins, EMS Director
Ray McBride, Library Director
Sheriff Kenney Boone
Barbara Coker, Sheriff Office
Chuck Tomlinson, Morning News Staff Writer

A notice of the regular meeting of the Florence County Council appeared in the December 9, 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, Lynchess River County Park 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.

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council approve the minutes of the November 19, 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. 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.

APPEARANCES:

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 Requested 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. Councilman Culberson made a motion Council Acknowledge That Based Upon The Best Available Scientific Data, Florence County Does Not Fit Within The Definition Of A Hurricane Prone Region As Defined By The 2006 International Residential Code. Councilman Anderson seconded the motion, which was approved unanimously.

RYON WATKINS, EMS DIRECTOR

Mr. Watkins Informed Council Of A Collaborative Venture Between Florence County EMS And The Area Hospitals Regarding The Pre-Hospital Treatment Of Heart Attack Patients. New advanced technology enables EMS to perform an EKG on a patient prior to or during transport to the hospital and transmit that EKG to the hospital so that the hospital would have the information in hand prior to patient arrival to determine immediate treatment for the patient. Interface tools needed to make this project come to fruition would cost approximately \$41,000, however, McLeod Regional Medical Center and Carolinas Hospital System agreed to contribute the funding for the project. Mr. Watkins stated he would be back before Council in January or February to request Council officially accept the funding for the project but wanted to make Council aware of the collaborative effort.

COMMITTEE REPORTS:

COMMITTEE ON PUBLIC SERVICE & COUNTY PLANNING

Committee Chairman Schofield stated the Committee was scheduled to meet on January 14, 2010 to discuss Ordinance No. 13-2009/10 (Abatement of Unsafe Structures). He commented that the proposed Ordinance No. 25-2009/10 was the Ordinance dealing with dilapidated and dangerous signs.

COMMITTEE ON JUSTICE & PUBLIC SAFETY

Committee Chairman Mumford stated the Committee on Justice & Public Safety was set to meet prior to the January 14, 2010 meeting to discuss ambulance services.

COMMITTEE ON EDUCATION, RECREATION, HEALTH & WELFARE

Committee Chairman Anderson published a letter from the Lake City Rotary Club, who donated \$500 to the County for the spay & neuter clinic.

CITY-COUNTY CONFERENCE COMMITTEE

Committee Chairman Bradley commended Council for its support of the Iola Jones Park Project to increase adult activities at the Park.

RESOLUTIONS:

No Resolutions were presented.

ORDINANCES IN POSITION:

ORDINANCE NO. 16-2009/10 – THIRD 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 approve third reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 17-2009/10 – THIRD 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 Culberson made a motion Council approve third reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 18-2009/10 – SECOND READING

The Clerk published the title of Ordinance No. 18-2009/10: 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. Councilman Rodgers made a motion Council approve second reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 19-2009/10 – SECOND READING

The Clerk published the title of Ordinance No. 19-2009/10: 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. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheets, Chairman Smith closed the public hearing.

ORDINANCE NO. 20-2009/10 – SECOND READING

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

ORDINANCE NO. 21-2009/10

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

ORDINANCE NO. 22-2009/10

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

ORDINANCE NO. 23-2009/10

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

ORDINANCE NO. 24-2009/10

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

ORDINANCE NO. 25-2009/10

The Clerk published the title of Ordinance No. 25-2009/10 and the Chairman declared the Ordinance introduced: 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.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

FLORENCE COUNTY MUSEUM BOARD

Council unanimously appointed Reverend Matthew Brown to represent Florence County Council District One on the Florence County Museum Board.

EMPLOYEE BONUS

Councilman Mumford made a motion Council approve an additional \$100 bonus for County employees, making the total \$200. Councilman Anderson seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

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

SCHEDULE OF MEETINGS

Councilman Kirby made a motion Council Approve The Schedule Of County Council Meeting Dates For 2010, As Well As The Official County Holidays For 2010. Councilman Mumford seconded the motion, which was approved unanimously.

PROCUREMENT DEPARTMENT

ENVIRONMENTAL SERVICES OFFICE RFP PANEL APPOINTMENT

Chairman Smith Appointed Councilman Anderson To Serve On The Design/Build Environmental Services Office RFP Panel.

SHERIFF OFFICE

DECLARATION OF SURPLUS PROPERTY

Councilman Rodgers made a motion Council Declare An On-Site Propane Tank At The Florence County Law Enforcement Center (No Longer Used By The County) As Surplus And Allow For The Sale Of Property To TransTech Energy, Inc., In The Amount Of \$23,769; The Proceeds To Be Used To Expand The Storage Area At The Law Enforcement Center. Councilman Anderson seconded the motion, which was approved unanimously.

LIBRARY

RE-AWARD BID #01-09/10

Councilman Rodgers made a motion Council Re-Award Bid #01-09/10 For Landscaping And Maintenance At The Olanta And Timmonsville Branch Libraries To Hatchell Landscaping, Inc., Florence, SC, The Second Low Bidder, In The Amount Of \$42,000, Due To The Low Bidder, Cut-M-Up Landscape, Being Unable To Fulfill The Contractual Obligations. Councilman Kirby seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE FUND

RESURRECTION RESTORATION CENTER FOR THE HOMELESS

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

S. FLANDERS ROAD

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

ROAD SYSTEM MAINTENANCE FEE

JEFFERSON STREET

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

ROUGHFORK STREET

Councilman Bradley made a motion Council 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 1 ½” Type C Hot Laid Asphalt. Councilman Mumford seconded the motion, which was approved unanimously.

MARY ROAD

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

The following items were additions to the agenda:

NORTH VISTA ELEMENTARY SCHOOL

Councilman Mumford made a motion Council Approve The Expenditure From Council District 7 Infrastructure Funding Allocation In An Amount Estimated To Be \$8,700.00 For Completion Of The North Vista Elementary School Repaving Project To Alleviate Related Drainage Issues. Councilman Bradley seconded the motion, which was approved unanimously.

TOWN OF PAMPLICO AND CITY OF JOHNSONVILLE

Councilman Ard made a motion Council Approve The Expenditure Of \$1,000 From Council District 2 Infrastructure Funding Allocation To Assist The Town of Pamplico and the City of Johnsonville with their annual Christmas celebrations (\$500 each municipality). Councilman Anderson seconded the motion, which was approved unanimously.

TOWN OF TIMMONSVILLE

Councilman Kirby made a motion Council Approve The Expenditure Of \$1,000 From Council District 4 Infrastructure Funding Allocation To Assist The Town of Timmons ville With Its Annual Christmas Parade. Councilman Ard seconded the motion, which was approved unanimously.

REPORTS TO COUNCIL:

SHERIFF OFFICE

PURCHASE AUTHORIZATION

Chairman Smith stated that for the record, the item on the agenda Requesting Authorization For 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 Visions Inc., In The Amount Of \$42,336 Utilizing 2009 Justice Assistance Grant Funds Was Deferred, Pending State Approval.

RECESS

There being no further business before Council, Council recessed until 10:30 a.m.

Council recessed at 9:36 a.m. and reconvened at 10:30 a.m.

EMPLOYEE RECOGNITION

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

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

COUNCIL MEETING ADJOURNED AT 11:17 A.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

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

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Appearances Before Council
Michelle James, P.E. – Program Manager, SCDOT

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Michelle James, Program Manager For The South Carolina Department Of Transportation (SCDOT) Requests To Appear Before Council To Discuss The TV Road And SC 51 Project Scopes.

ATTACHMENT:

Copy of the Request Received Via Email.

Connie Haselden

From: James, A. Michelle [JamesAM@dot.state.sc.us]
Sent: Friday, December 18, 2009 4:26 PM
To: Connie Haselden
Subject: Florence County Council Meeting 1-14-10

Connie,

This e-mail is a request for SCDOT (yours truly) to appear before County Council to discuss the TV Road and SC 51 project scopes.

Please confirm the date and time.

Thanks,
Michelle

A. Michelle James, P.E. | Program Manager
Pee Dee Regional Production Group
South Carolina Department of Transportation
955 Park Street | Room 508
Columbia, South Carolina 29202-0191
Phone 803.737.4596 | Fax 803.737.1881
jamesam@scdot.org

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Appearances Before Council
Vermelle P. Simmons, Partnership Specialist, 2010 Census

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ms. Simmons, Along With A Colleague, Milton Smalls, Request To Appear Before Council To Provide A Brief Presentation About The Importance Of The 2010 Census.

ATTACHMENT:

Copy of the Request Received Via Email.

Connie Haselden

From: vermelle.p.simmons@census.gov
Sent: Monday, December 21, 2009 5:24 PM
To: ClerkToCouncil
Cc: Crystine Rathburn; milton.a.smalls@census.gov
Subject: Presentation to Council
Importance: High

Ms. Haselden,

I along with my colleague would like to request space on your January 14, 2010 agenda to share information with council about the importance of the 2010 Census. I am Vermelle P. Simmons, Partnership Specialist with the US Census Bureau. My colleague, Milton Smalls and I both have been assigned to the Florence area to assist in getting better participation for the 2010 Census. We were given your name and email address by Crystine Rathburn, Florence Complete Count Committee Chair.

If permission is granted, we would like to show a 3 minutes DVD during our presentation. Would we need to bring an enfocus machine?

I look forward to hearing from you soon.

Vermelle

Vermelle P. Simmons
Partnership Specialist
3710 Arco Corporate Drive
Suite 250
Charlotte, NC 28273-7007
Telephone: 843-409-9525
Fax: 843-766-6704

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Resolution No. 13-2009/10

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing The Submission Of An Application By Florence County To The South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program For Video Conferencing Systems At The City-County Complex And Law Enforcement Facilities.

POINTS TO CONSIDER:

1. The JAG grant funds will be used to provide video conferencing systems for the courts at the City-County Complex and Law Enforcement facilities.
2. The total project is estimated to cost \$203,392.
3. The grant requires a 5% cash match which will be funded in the Information Technology Department budget for FY 11.
4. The improvements will further the County's initiatives to increase courtroom efficiency, to provide a tool to aid in prosecution of violent crime and aid in assisting law enforcement in the prevention and control of violent crime.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 13-2009/10.

Sponsor(s)/Department : County Council
Adopted: : January 14, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 13-2009/10

(Authorizing Submission Of An Application By Florence County To The State Of South Carolina Department of Public Safety Justice Assistance Grant (JAG) For Video Conferencing Systems at the City-County Complex and Law Enforcement Facilities.)

WHEREAS:

1. The State of South Carolina is authorized to make JAG Grants to local governments with identified justice programs needs/priorities in their community; and
2. The courts and law enforcement of Florence County have identified such needs and priorities and will submit an application for JAG grant funds for video conferencing systems at the Complex and Law Enforcement facilities; and
3. The need identified is for video conferencing to aid in achieving courtroom efficiency, to make available criminal justice information systems and to assist law enforcement; and
4. The total project cost is estimated to be \$203,393.

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

1. Florence County will submit an application for a Justice Assistance Grant in the amount of \$193,222 to provide for the purchase and installation of video conferencing equipment at the Complex and Law Enforcement facilities in an effort to further the County's initiatives to increase courtroom efficiency, to provide a tool to aid in prosecution of violent crime and aid in assisting law enforcement in the prevention and control of violent crime.
2. The County will provide a 5% match in the amount of \$10,169 which will be funded in the FY11 IT department budget.
3. The County Administrator is authorized to execute documents in conjunction with said application and to submit any and all necessary information in accordance with normal policy.
4. This Resolution shall be in full force and effect from and after its adoption.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Resolution No. 14-2009/10

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing the Submission of an Application by Florence County to the South Carolina Department of Public Safety Justice Assistance Grant (JAG) Program to provide staff and equipment for a Forensic Lab at the Law Enforcement Center to aid in the prosecution of crimes in a more efficient and effective manner.

POINTS TO CONSIDER:

1. The JAG grant funds will be used to provide staff and equipment for a Forensic Lab at the Law Enforcement Center.
2. The total project is estimated to cost \$238,073.
3. The grant requires a 5% cash match which will be funded in the Florence County Sheriffs Office FY11 departmental budget.
4. The forensic lab will aid law enforcement initiatives to solve and prosecute crime in a more efficient and effective manner.
5. The application will need to be resubmitted for years two and three.
6. The County will be required to maintain and fully fund staff position/s at the end of the last period funded.

FUNDING FACTORS:

1. \$226,169 = Total FY 2011 South Carolina Department of Public Safety JAG funding requested to cover personnel cost for a Director/Chemist and the initial equipment necessary to establish a forensic lab.
2. \$11,904 = Required local match for FY11 to be funded in Florence County Sheriff's Office FY11 departmental budget.
3. FY12 and FY13 required match is 5% of the total grant funding received estimated to be \$11,061 and \$10,082, respectively.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 14-2009/10.

Sponsor(s)/Department : County Council
Adopted: : January 14, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 14-2009/10

(Authorizing Submission Of An Application By Florence County To The State Of South Carolina Department of Public Safety Justice Assistance Grant (JAG) For The Staff And Equipment For A Forensic Lab At The Law Enforcement Center To Aid In The Prosecution Of Crimes In A More Efficient And Effective Manner.)

WHEREAS:

1. The State of South Carolina is authorized to make JAG Grants to local governments with identified justice programs needs/priorities in their community; and
2. The Florence County Sheriffs Department have identified such needs and priorities and will submit an application for JAG grant funds in 2010 for a forensic lab at the Law Enforcement facility; and
3. The need identified for a forensic lab would aid law enforcement in the prosecution of crimes in a more efficient and effective manner; and
4. The total project cost is estimated to be \$238,073.

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

1. Florence County will submit an application for a Justice Assistance Grant in the amount of \$226,169 to provide an initial staff person and equipment for a forensic lab at the Law Enforcement facility in an effort to further the County's initiatives to solve and prosecute crime in a efficient and effective manner.
2. The County will provide a 5% match which will be funded in the Sheriff Department FY11 departmental budget.
3. The County Administrator is authorized to execute documents in conjunction with said application and to submit any and all necessary information in accordance with normal policy.
4. This Resolution shall be in full force and effect from and after its adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Resolution No. 15-2009/10

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

[A Resolution Of Support For The South Carolina Homebuilders Association's Request To South Carolina Building Codes Council To Remove From The 2009 International Residential Code (IRC) Section R313, Mandatory Requirement Of Automatic Fire Sprinklers In Residential Construction.]

POINTS TO CONSIDER:

1. The 2009 International Residential Code requires the mandatory installations of automatic fire sprinklers for residential one and two family dwellings, which the HBA has indicated will create an unnecessary financial burden on homebuyers, builders, and local jurisdictions enforcing the code – especially in areas without municipal water systems.
2. Changes over the last 30 years in residential construction technology, improved building code requirements for electrical and smoke alarm systems, concerted efforts by fire fighters, home builders and other safety advocates, have resulted in a dramatic drop in the number of fatal home fires.
3. In order to avoid the increased economic burden on consumers and the building industry, the South Carolina Home Builders Association has submitted a request to the South Carolina Building Codes Council to remove from the 2009 International Residential Code (IRC) Section R313, mandatory requirement of automatic fire sprinklers in residential construction.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 15-2009/10 as presented.
2. Provide An Alternate Directive.

ATTACHMENT:

Resolution No. 15-2009/10

Sponsor(s)/Department : County Council
Adopted: : January 14, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 15-2009/10

[Support For The South Carolina Homebuilders Association's Request To South Carolina Building Codes Council To Remove From The 2009 International Residential Code (IRC) Section R313, Mandatory Requirement Of Automatic Fire Sprinklers In Residential Construction.]

WHEREAS:

1. The 2009 International Residential Code requires the mandatory installations of automatic fire sprinklers for residential one and two family dwellings; and
2. Broadly mandating automatic fire sprinklers statewide will burden homebuyers, builders, and local jurisdictions enforcing the code; and
3. Changes over the last 30 years in residential construction technology, improved building code requirements for electrical and smoke alarm systems, concerted efforts by fire fighters, home builders and other safety advocates, have resulted in a dramatic drop in the number of fatal home fires; and
4. In order to avoid the increased economic burden on consumers and the building industry, the South Carolina Home Builders Association has submitted a request to the South Carolina Building Codes Council to remove from the 2009 International Residential Code (IRC) Section R313, mandatory requirement of automatic fire sprinklers in residential construction.

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

The Florence County Council supports the South Carolina Homebuilders Association's request that the South Carolina Building Codes Council remove from the 2009 International Residential Code (IRC) Section R313, mandatory requirement of automatic fire sprinklers in residential construction

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

R. Coker
12-29-09

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 14, 2010

AGENDA ITEM: Ordinance No.18-2009/10
Third 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 Tax Map No. 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	: January 14, 2010	
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 No. 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.

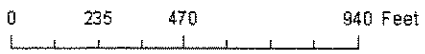
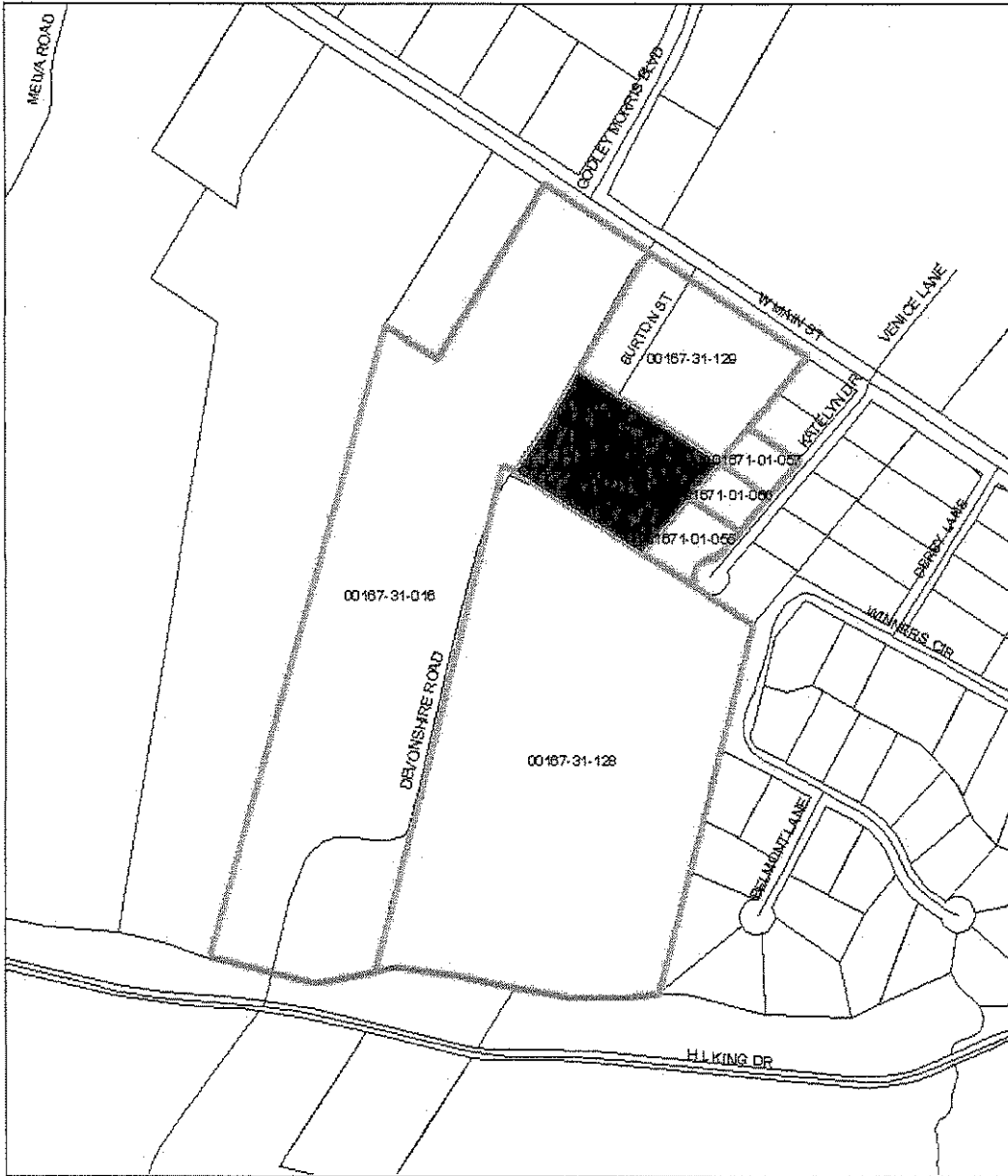


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Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007



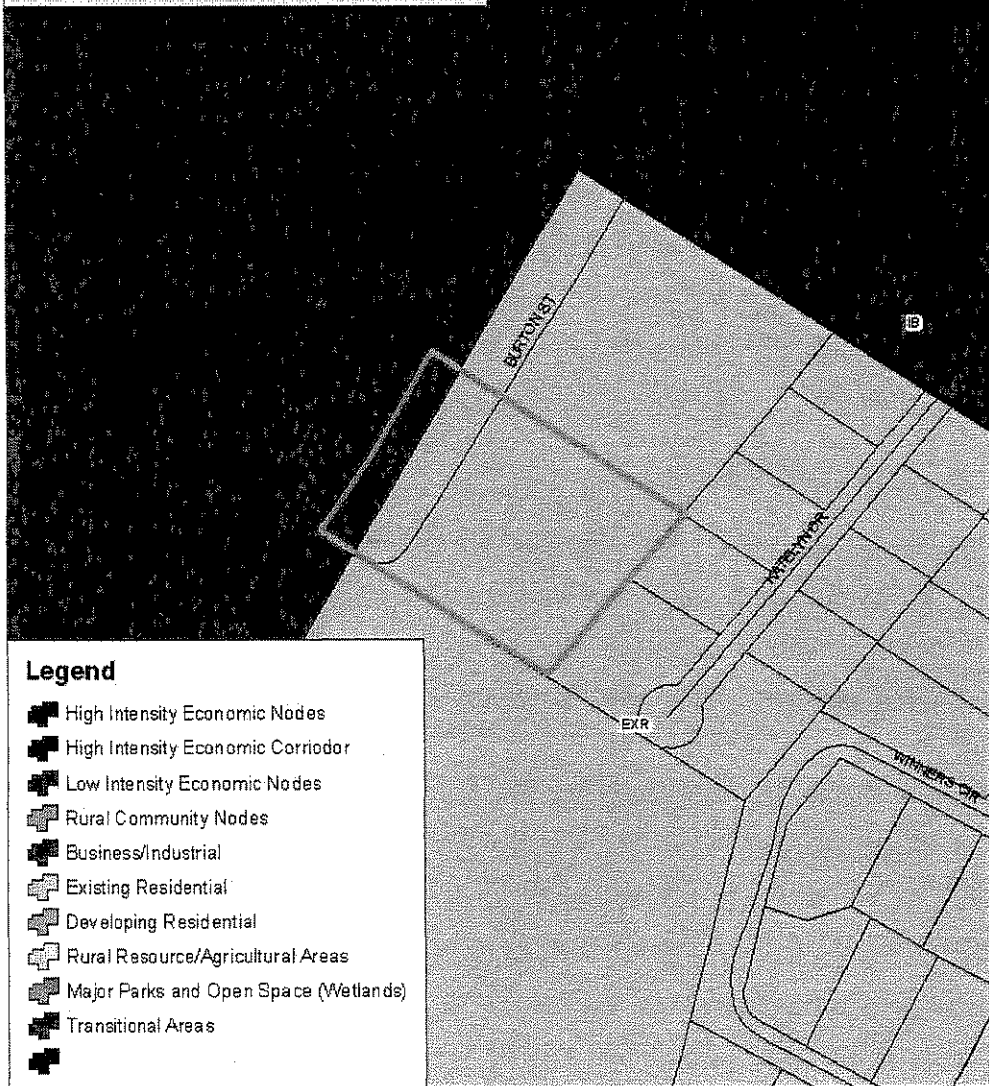
COUNTY COUNCIL DISTRICT(S): 1
PC#2009-37



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

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

Comprehensive Land Use Plan Map



Legend

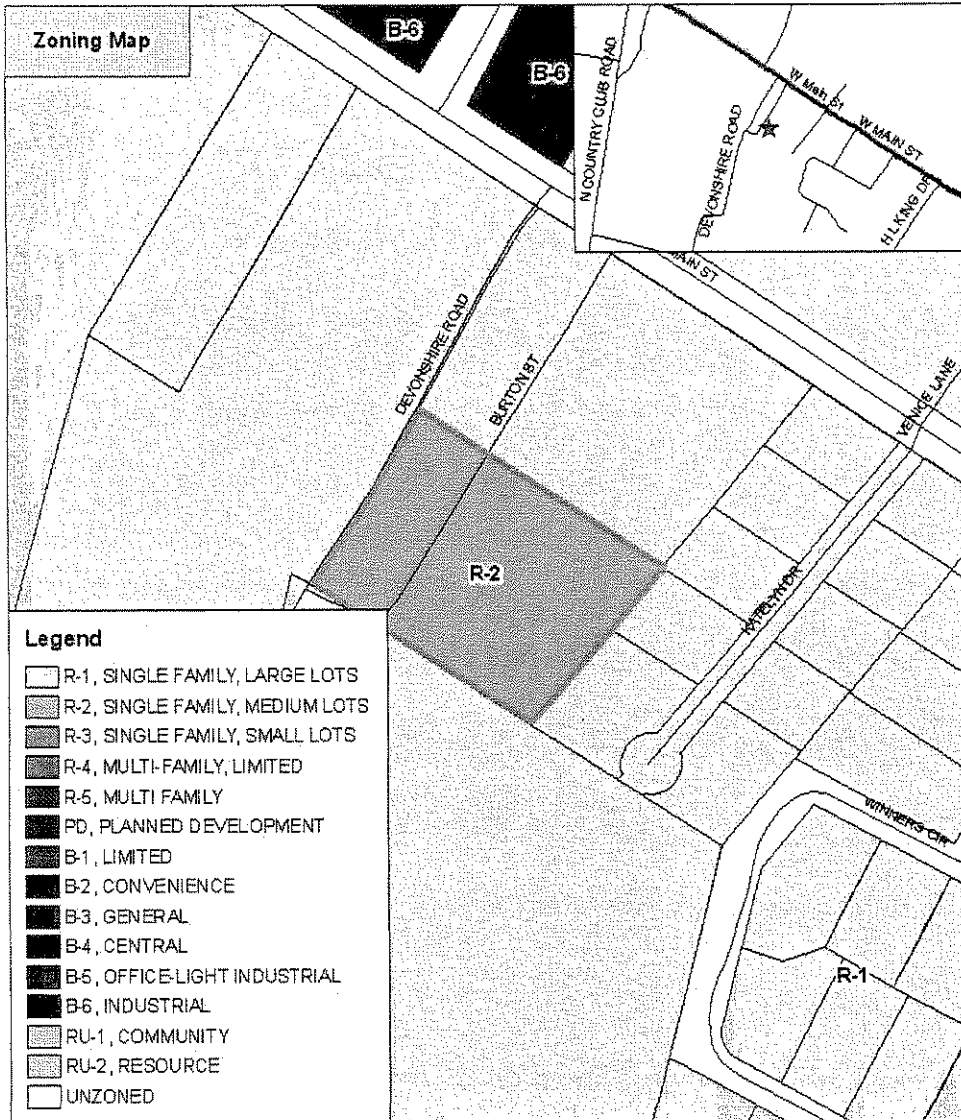
- High Intensity Economic Nodes
- High Intensity Economic Corridor
- Low Intensity Economic Nodes
- Rural Community Nodes
- Business/Industrial
- Existing Residential
- Developing Residential
- Rural Resource/Agricultural Areas
- Major Parks and Open Space (Wetlands)
- Transitional Areas

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

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



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

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

Florence County 2008 Orthophotography Map



0 100 200 400 Feet



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

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.

S. Miller
12-29-09

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 14, 2010

AGENDA ITEM: Ordinance No.19-2009/10
Third 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	: January 14, 2010	
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.

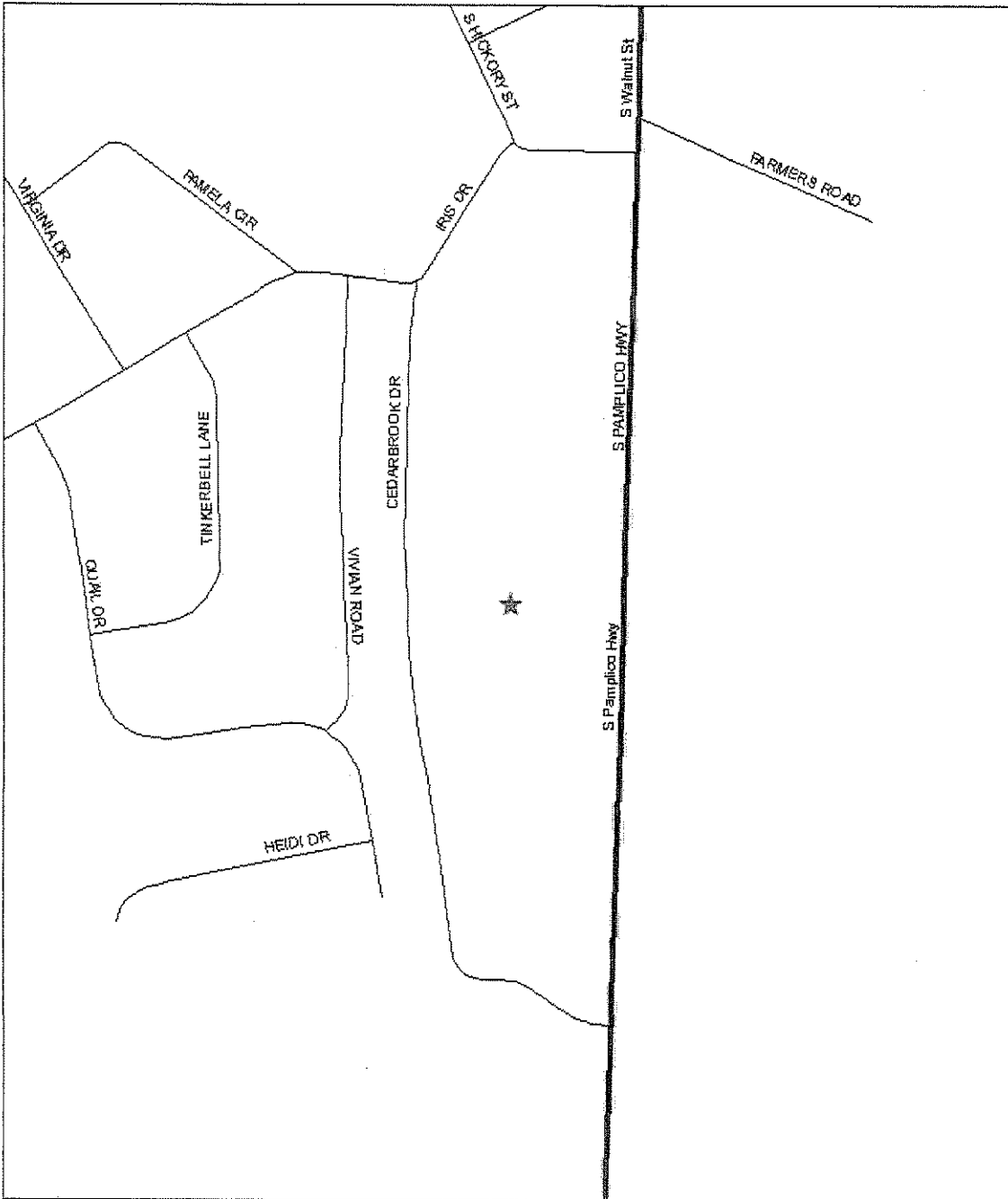
Background- On August 17, 2009 the Town of Pamplico annexed this property into the Town of Pamplico without a Public Hearing by the Planning Commission. The request is to zone the subject property to B-1, Limited Business District by Florence County.

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.



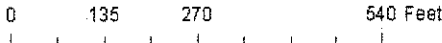
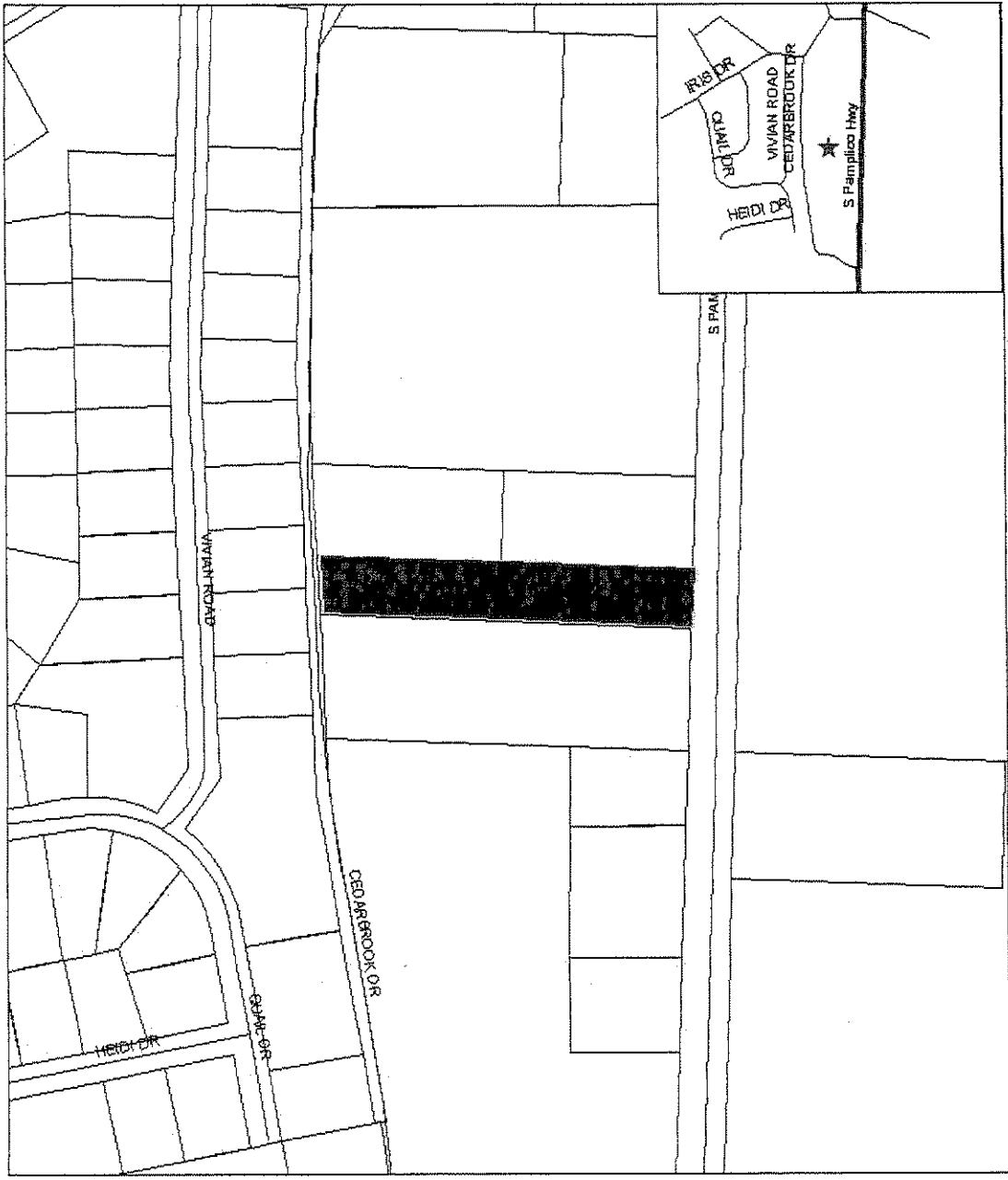
04590 180 Feet



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



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



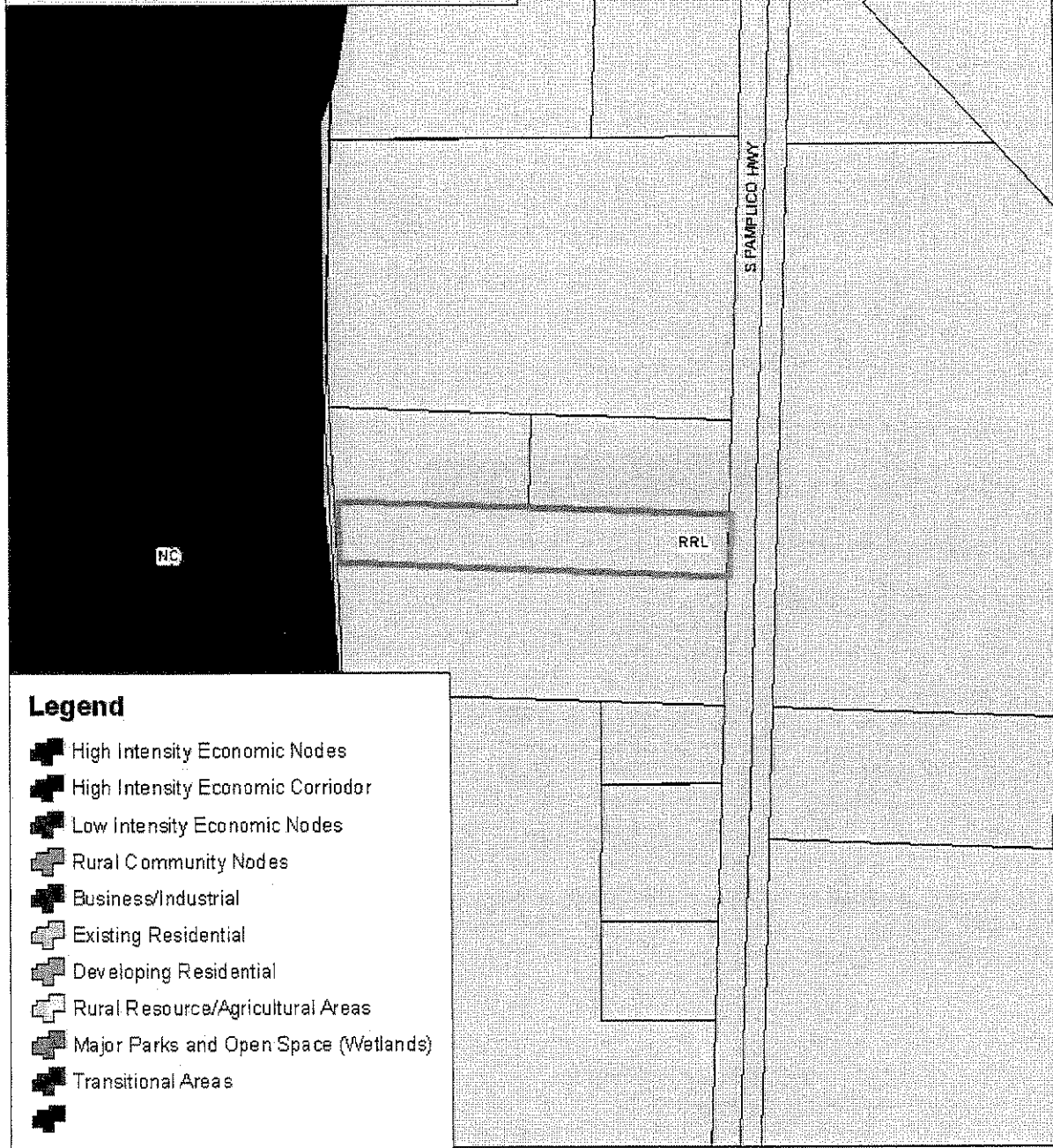
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Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

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

Comprehensive Land Use Plan Map

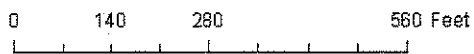
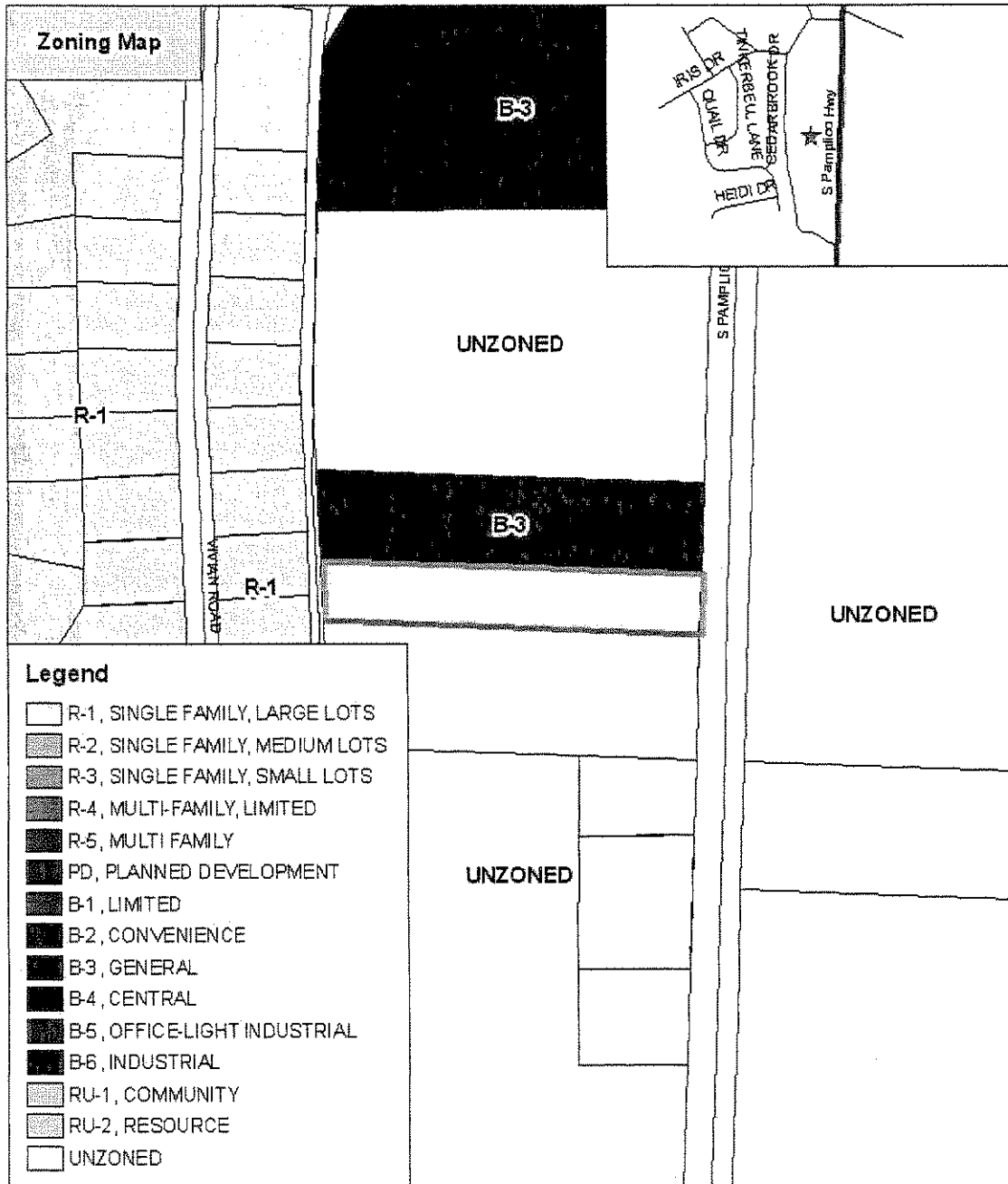


0 150 300 600 Feet



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Geographic Information Systems
2007

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



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 & Building Inspections Department
 Geographic Information Systems
 2007

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

Florence County 2008 Orthophotography Map



0 100 200 400 Feet

Map Prepared by: RWE
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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

January 14, 2010

AGENDA ITEM: Third 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 Third 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 : January 14, 2010
 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:

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

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 has made 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 _____ 2010, following a public hearing held on December 10, 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 _____, 2010 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 Delaware 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, Florence Mill

DRAFT

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

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

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.)

POINTS TO CONSIDER:

Representatives of Wellman Plastics Recycling have requested that this item be deferred.

OPTIONS:

1. *(Recommended)* Defer Third 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

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

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

WELLMAN PLASTICS RECYCLING

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

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

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

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.)

POINTS TO CONSIDER:

Representatives of J. P. Morgan Chase have requested that this item be deferred.

OPTIONS:

1. ***(Recommended)*** Defer Third 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 _____

DRAFT

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

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: _____
Title: _____

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

DESCRIPTION OF PREMISES

That certain tract of land in Florence County, South Carolina, being shown and designated as 16.528 acres at 2210 Enterprise Drive, Florence, SC on a Survey prepared for Holmes Smith, LLC, Lepercq Corporate Income Fund, L.P. and First American Title Insurance Company by Power Engineering Company, Inc. dated June 15, 1998, last revised June 25, 1998 (the "Plat"), said Plat being incorporated herein by reference, said property being more particularly described as follows:

Commencing at a 5/8" rod found at the intersection of the southern right of way of Range Way and the eastern right of way of Enterprise Drive, said rod being the point of beginning; thence run along southern right of way of Range Way $S54^{\circ}52'49''E$ for a distance of 325.18 feet to an iron pin set; thence continuing along said right of way along a curve to the left, having a length of 363.28 feet, a radius of 996.63 feet and being subtended by a chord of $S65^{\circ}19'22''E$ for a distance of 361.27 feet to an iron pin found; thence turn and run along property now or formerly Fleet Mortgage Co. for the following 12 courses: 1) $S21^{\circ}34'56''W$, 574.44 feet to an iron pin found; 2) $S68^{\circ}18'50''E$, 10.25 feet to an iron pin found; 3) $S36^{\circ}53'00''W$, 381.14 feet to an iron pin found; 4) $N64^{\circ}42'26''W$, 394.89 feet to an iron pin set; 5) $N36^{\circ}52'45''E$, 67.24 feet to an iron pin set; 6) $N69^{\circ}54'00''W$, 131.15 feet to an iron pin set; 7) $N64^{\circ}42'26''W$, 97.90 feet to an iron pin set; 8) $N31^{\circ}10'21''W$, 12.41 feet to an iron pin set; 9) $N53^{\circ}07'22''W$, 59.80 feet to an iron pin set; 10) $N20^{\circ}29'15''W$, 121.84 feet to an iron pin set; 11) $N43^{\circ}07'22''W$, 38.66 feet to an iron pin set; 12) $N08^{\circ}07'23''W$, 28.67 feet to an iron pin set; thence turn and run along the eastern right of way of Enterprise Drive, along a curve to the left, having a length of 762.23 feet, a radius of 10057.33 feet and being subtended by a chord of $N37^{\circ}06'03''E$ for a distance of 762.05 feet to an iron pin set; thence continuing along said right of way $N34^{\circ}55'47''W$ for a distance of 56.47 feet to the point of beginning.

TOGETHER WITH non-exclusive perpetual storm drainage easements over and across Drainage Retention Easement area as hereinafter described and a strip of land 36 feet in width bounded on the north by Range Way, extending in a southeastern direction from the aforesaid 16.528 acres to the Drainage Retention Easement area, the Drainage Retention Easement area being more particularly described as follows:

Commencing at a 5/8" rod found on the southern right of way of Range Way, approximately 1083 feet southeast of the intersection of Range Way and Enterprise Drive, said rod being the point of beginning. Thence continuing along the southern right of way of Range Way $N82^{\circ}48'56''E$ for a distance of 234.94 feet to an iron pin found; thence turn and run along property now or formerly Fleet Mortgage Co. and the western edge of a 40 foot wide South Carolina Pipeline Gas Easement for the following 3 courses: 1) $S06^{\circ}49'30''W$, 88.82 feet to an iron pin set; 2) $S00^{\circ}48'33''E$, 97.49 feet to an iron pin set; 3) $S18^{\circ}44'20''W$, 74.43 feet to an iron pin found; thence turn and run along property now or formerly Fleet Mortgage Co. for the following 2 courses: 1) $S82^{\circ}50'40''W$, 169.75 feet to an iron pin found; 2) $N07^{\circ}15'33''W$, 249.92 feet to the point of beginning, containing 1.192 acres more or less.

TOGETHER WITH a non-exclusive perpetual easement for ingress and egress over and across the Access Easement area shown on the Plat and being more particularly described as follows:

Commencing at a #5 rebar set on the eastern right of way of Enterprise Drive, approximately 818 feet southwest of the intersection of Enterprise Drive and Range Way, said rebar being the point of beginning. Thence turn and run along property now or formerly Holmes Smith LLC for the following 8 courses: 1) S08°07'23"E, 28.67 feet to an iron pin set; 2) S43°07'22"E, 38.66 feet to an iron pin set; 3) S20°29'15"E, 121.84 feet to an iron pin set; 4) S53°07'22"E, 59.80 feet to an iron pin set; 5) S31°10'21"E, 12.41 feet to an iron pin set; 6) S64°42'26"E, 97.90 feet to an iron pin set; 7) S69°54'00"E, 131.15 feet to an iron pin set; 8) S36°52'45"E, 67.24 feet to an iron pin set; thence turn and run along property now or formerly Fleet Mortgage for the following 3 courses: 1) N62°42'26"W, 237.74 feet to an iron pin found; 2) N53°09'10"W, 182.20 feet to an iron pin found; 3) N08°26'22"W, 61.76 feet to an iron pin set. Thence turn and run along the eastern right of way of Enterprise Drive along a curve to the left, having a length of 111.59 feet, a radius of 10057.33 feet and being subtended by a chord of N39°35'24"E for a distance of 111.59 feet to the point of beginning, containing 0.794 acres more or less.

DERIVATION: This being the same property conveyed to R. Solomon Florence Interest, LLC by Lexington Florence LLC by deed dated January 22, 2002, recorded in the Office of the Register of Deeds for Florence County on January 28, 2002, in Book A-666 at page 126.

TMS #00120-01-082

DRAFT

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

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

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.)

POINTS TO CONSIDER:

Additional property in Williamsburg County included.

OPTIONS:

1. *(Recommended)* Defer Third 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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

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

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

DESCRIPTION OF PREMISES

That certain tract of land in Florence County, South Carolina, being shown and designated as 16.528 acres at 2210 Enterprise Drive, Florence, SC on a Survey prepared for Holmes Smith, LLC, Lepercq Corporate Income Fund, L.P. and First American Title Insurance Company by Power Engineering Company, Inc. dated June 15, 1998, last revised June 25, 1998 (the "Plat"), said Plat being incorporated herein by reference, said property being more particularly described as follows:

Commencing at a 5/8" rod found at the intersection of the southern right of way of Range Way and the eastern right of way of Enterprise Drive, said rod being the point of beginning; thence run along southern right of way of Range Way S54°52'49"E for a distance of 325.18 feet to an iron pin set; thence continuing along said right of way along a curve to the left, having a length of 363.28 feet, a radius of 996.63 feet and being subtended by a chord of S65°19'22"E for a distance of 361.27 feet to an iron pin found; thence turn and run along property now or formerly Fleet Mortgage Co. for the following 12 courses: 1) S21°34'56"W, 574.44 feet to an iron pin found; 2) S68°18'50"E, 10.25 feet to an iron pin found; 3) S36°53'00"W, 381.14 feet to an iron pin found; 4) N64°42'26"W, 394.89 feet to an iron pin set; 5) N36°52'45"E, 67.24 feet to an iron pin set; 6) N69°54'00"W, 131.15 feet to an iron pin set; 7) N64°42'26"W, 97.90 feet to an iron pin set; 8) N31°10'21"W, 12.41 feet to an iron pin set; 9) N53°07'22"W, 59.80 feet to an iron pin set; 10) N20°29'15"W, 121.84 feet to an iron pin set; 11) N43°07'22"W, 38.66 feet to an iron pin set; 12) N08°07'23"W, 28.67 feet to an iron pin set; thence turn and run along the eastern right of way of Enterprise Drive, along a curve to the left, having a length of 762.23 feet, a radius of 10057.33 feet and being subtended by a chord of N37°06'03"E for a distance of 762.05 feet to an iron pin set; thence continuing along said right of way N34°55'47"W for a distance of 56.47 feet to the point of beginning.

TOGETHER WITH non-exclusive perpetual storm drainage easements over and across Drainage Retention Easement area as hereinafter described and a strip of land 36 feet in width bounded on the north by Range Way, extending in a southeastern direction from the aforesaid 16.528 acres to the Drainage Retention Easement area, the Drainage Retention Easement area being more particularly described as follows:

Commencing at a 5/8" rod found on the southern right of way of Range Way, approximately 1083 feet southeast of the intersection of Range Way and Enterprise Drive, said rod being the point of beginning. Thence continuing along the southern right of way of Range Way N82°48'56"E for a distance of 234.94 feet to an iron pin found; thence turn and run along property now or formerly Fleet Mortgage Co. and the western edge of a 40 foot wide South Carolina Pipeline Gas Easement for the following 3 courses: 1) S06°49'30"W, 88.82 feet to an iron pin set; 2) S00°48'33"E, 97.49 feet to an iron pin set; 3) S18°44'20"W, 74.43 feet to an iron pin found; thence turn and run along property now or formerly Fleet Mortgage Co. for the following 2 courses: 1) S82°50'40"W, 169.75 feet to an iron pin found; 2) N07°15'33"W, 249.92 feet to the point of beginning, containing 1.192 acres more or less.

TOGETHER WITH a non-exclusive perpetual easement for ingress and egress over and across the Access Easement area shown on the Plat and being more particularly described as follows:

Commencing at a #5 rebar set on the eastern right of way of Enterprise Drive, approximately 818 feet southwest of the intersection of Enterprise Drive and Range Way, said rebar being the point of beginning. Thence turn and run along property now or formerly Holmes Smith LLC for the following 8 courses: 1) S08°07'23"E, 28.67 feet to an iron pin set; 2) S43°07'22"E, 38.66 feet to an iron pin set; 3) S20°29'15"E, 121.84 feet to an iron pin set; 4) S53°07'22"E, 59.80 feet to an iron pin set; 5) S31°10'21"E, 12.41 feet to an iron pin set; 6) S64°42'26"E, 97.90 feet to an iron pin set; 7) S69°54'00"E, 131.15 feet to an iron pin set; 8) S36°52'45"E, 67.24 feet to an iron pin set; thence turn and run along property now or formerly Fleet Mortgage for the following 3 courses: 1) N62°42'26"W, 237.74 feet to an iron pin found; 2) N53°09'10"W, 182.20 feet to an iron pin found; 3) N08°26'22"W, 61.76 feet to an iron pin set. Thence turn and run along the eastern right of way of Enterprise Drive along a curve to the left, having a length of 111.59 feet, a radius of 10057.33 feet and being subtended by a chord of N39°35'24"E for a distance of 111.59 feet to the point of beginning, containing 0.794 acres more or less.

DERIVATION: This being the same property conveyed to R. Solomon Florence Interest, LLC by Lexington Florence LLC by deed dated January 22, 2002, recorded in the Office of the Register of Deeds for Florence County on January 28, 2002, in Book A-666 at page 126.

TMS #00120-01-082

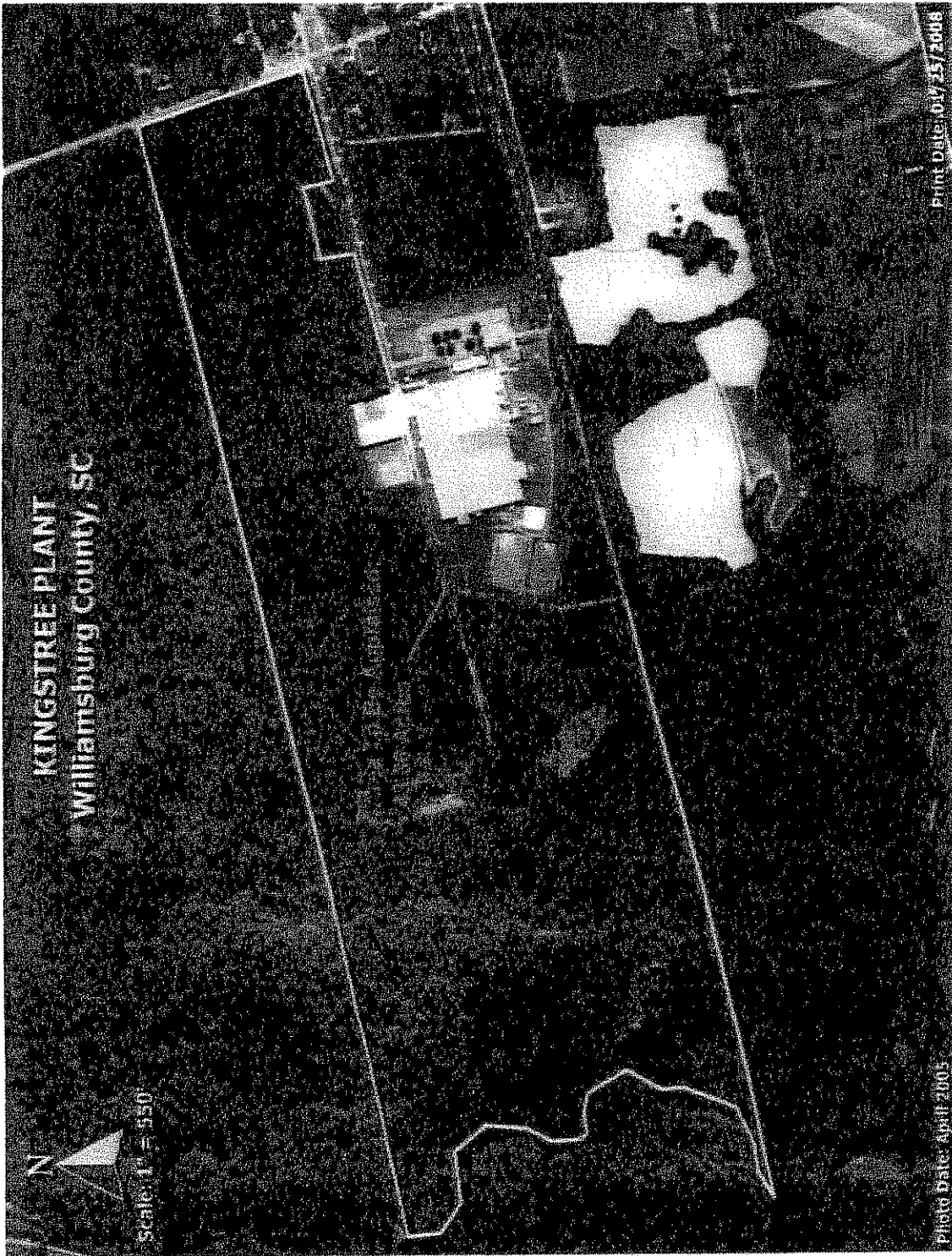
DRAFT

**EXHIBIT B
LAND DESCRIPTION
Williamsburg County
(Williamsburg County/Florence County
Multi-County Industrial Park))**

ALL THAT CERTAIN piece, parcel, or tract of land depicted on the drawing attached hereto as Exhibit "A," consisting of approximately 43.56 acres. Tax map numbers are 45-177-038; 45-177-037; 45-177-040; and 45-177-039.

DRAFT

EXHIBIT A



FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Third 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 Third 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 : January 14, 2010
 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**

SEE ATTACHED DESCRIPTION

DRAFT

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

Description of the Land

TRACT "A"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OR LAND SITUATE, LYING AND BEING IN THE COUNTY OF FLORENCE, SOUTH CAROLINA CONTAINING 828.62 ACRES, MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT A CONCRETE MONUMENT (WHICH IS THE PROPERTY CORNER SEPARATING THIS PROPERTY AND THE PROPERTY OF MARIK S. BOLING HEIRS AND W.D. BOLING

ON THE EASTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24 (WHICH IS 66 FEET WIDE); THENCE, GOING IN AN EASTERLY DIRECTION N76°-27'-22"E, A DISTANCE OF 1115.60 FEET TO AN IRON PIN; THENCE, CONTINUING IN AN EASTERLY DIRECTION, N76°-44'-00"E, A DISTANCE OF 3600 FEET, MORE OR LESS, TO A POINT ON THE WESTERN EDGE OF GREAT PEE DEE RIVER; THENCE, ALONG A LINE TRAVERSING NEAR THE WESTERN EDGE OF GREAT PEE DEE RIVER IN A SOUTHEASTERLY DIRECTION S37°-41'-35"E, A DISTANCE OF 735.45 FEET TO AN POINT; THENCE, S44°-16'-37"E, A DISTANCE OF 1137.40 FEET TO A POINT; THENCE, S71°-58'-17"E, A DISTANCE OF 962.68 FEET TO A POINT; THENCE, S52°-25'-17"E, A DISTANCE OF 878.27 FEET TO A POINT; THENCE, S24°-11'-47"E, A DISTANCE OF 975.32 FEET TO A POINT; THENCE, CONTINUING ON THE SAID TRAVERSE LINE IN A SOUTHERLY DIRECTION S00°-34'-15"W, A DISTANCE OF 461.81 FEET TO A POINT; THENCE, S13°-00'-14"W, A DISTANCE OF 1608.08 FEET TO A POINT; THENCE, S07°-37'-12"E, A DISTANCE OF 303.28 FEET TO A POINT ON THE WESTERN EDGE OF SAID GREAT PEE DEE RIVER; THENCE, TURNING AND GOING AWAY FROM SAID GREAT PEE DEE RIVER IN A NORTHWESTERLY DIRECTION, N68°-45'-00"W, A DISTANCE OF 354.00 FEET TO A POINT; THENCE, N35°-55'-00"W, A DISTANCE OF 128.50 FEET TO A POINT; THENCE, N16°-45'-00"W, A DISTANCE OF 267.50 FEET TO A POINT; THENCE, N68°-20'-00"W, A DISTANCE OF 150.50 FEET TO A POINT; THENCE, N28°-05'-00"W, A DISTANCE OF 305.00 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION, S60°-20'-00"W, A DISTANCE OF 197.00 FEET TO A POINT; THENCE, IN A WESTERLY DIRECTION, N85°-40'-00"W, A DISTANCE OF 156.50 FEET TO AN IRON PIN; THENCE, IN A SOUTHWESTERLY DIRECTION, S46°-51'-26"W, A DISTANCE OF 1042.00 FEET TO AN IRON PIN; THENCE, IN A WESTERLY DIRECTION, S85°-09'-44"W, A DISTANCE OF 2590.02 FEET TO AN IRON PIN; THENCE, S85°-09'-54"W, A DISTANCE OF 3128.86 FEET TO A CONCRETE MONUMENT ON THE SAID EASTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24; THENCE, TURNING AND GOING ALONG THE SAID EASTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24 IN A NORTHERLY DIRECTION, N02°-18'-37"E, A DISTANCE OF 3649.49 FEET TO A POINT AT THE BEGINNING OF A CURVE; THENCE, ALONG SAID CURVE (WHICH HAS A RADIUS OF 3183.00 FEET) A DISTANCE OF 567.40 FEET TO A POINT ON THE SAID EASTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24,

WHICH IS THE END OF SAID CURVE; THENCE, CONTINUING ALONG THE SAID EASTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24 IN A NORTHERLY DIRECTION N07'-57'-00"W, A DISTANCE OF 126.10 FEET TO A CONCRETE MONUMENT; THENCE, LEAVING THE SAID EASTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24 AND GOING IN AN EASTERLY DIRECTION N78'-32'-23"E, A DISTANCE OF 268.09 FEET TO A CONCRETE MONUMENT; THENCE, IN A NORTHERLY DIRECTION N07'-39'-39"W, A DISTANCE OF 294.57 FEET TO A CONCRETE MONUMENT; THENCE, IN A WESTERLY DIRECTION S78'-06'-25"W, A DISTANCE OF 269.78 FEET TO A CONCRETE MONUMENT ON THE SAID EASTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24; THENCE, TURNING AND GOING ALONG THE EASTERN MARGIN TO STATE ROAD S21-24 IN A NORTHERLY DIRECTION N07'-38'-36"W, A DISTANCE OF 203.34 FEET TO THE SAID CONCRETE MONUMENT AT THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT A CONCRETE MONUMENT WHICH IS 954.60 FEET SO'-21'-43"W OF THE INTERSECTION OF THE RIGHT-OF-WAY OF RD. S21-24 AND RD. S-21-1169, ALSO THE PROPERTY CORNER BETWEEN STONE CONTAINER CORPORATION AND THE FLORENCE COUNTY LANDFILL; THENCE N38'-14'-44"E, 4881.44 FEET TO THE POINT OF BEGINNING OF THE PREMISES; THENCE N46'-00'-00"E, 254.99 FEET; THENCE S44'-00'-00"E, 154.24 FEET; THENCE N46'-00'-00"E, 286.54 FEET; THENCE S56'-31'-12"E, 199.23 FEET, PARALLEL TO AND 20.00 FEET FROM THE CENTER LINE OF COAL CONVEYOR No. C-5; THENCE N46'-00'-00"E, 351.90 FEET ALONG THE CENTER LINE OF THE RAILROAD; THENCE S45'-57'-36"E, 14.42 FEET; THENCE S42'-00'-25"W, 344.70 FEET; THENCE S56'-31'-12"E, 202.46 FEET, PARALLEL TO AND 20.00 FEET FROM THE CENTER LINE OF COAL CONVEYOR No. C-5; THENCE N47'-50'-06"E, 227.75 FEET; THENCE DUE EAST, 402.39 FEET, PARALLEL TO AND 16 FEET FROM THE NORTH END OF THE CONCRETE FLOOR SLAB OF THE PRECIPITATOR; THENCE DUE SOUTH, 401.06 FEET, PARALLEL TO AND 5.00 FEET EAST OF THE CONCRETE WALL OF THE COOLING TOWER; THENCE DUE EAST, 45.35 FEET, PARALLEL TO AND 25.00 FEET NORTH OF THE CENTER LINE OF THE PAVED ROAD; THENCE N40'-00'-00"E, 751.35 FEET, PARALLEL TO AND 25.00 FEET NORTHWEST OF THE CENTER LINE OF THE PAVED ROAD; THENCE S50'-00'-00"E, 276.44 FEET PARALLEL TO AND 25.00 FEET NORTHEAST OF THE CENTER LINE OF THE PAVED ROAD; THENCE S40'-00'-00"W, 535.11 FEET, PARALLEL TO AND 65.00 FEET SOUTHEAST OF THE SOUTHEAST EDGE OF THE CONCRETE WALL OF THE BIO-MASS BUILDING; THENCE S33'-42'-38"E, 131.22 FEET, PARALLEL TO AND 15.00 FEET NORTHEAST OF THE CENTER LINE OF CONVEYOR No. 5; THENCE N71'-17'-21"E, 280.41 FEET, PARALLEL TO AND 13.00 FEET NORTHEAST OF THE NORTHEAST SIDE OF THE CONCRETE FLOOR SLAB OF THE SCREEN BUILDING; THENCE S18'-42'-39"E, 86.00 FEET, PARALLEL TO AND 12.00 FEET NORTHWEST OF THE NORTHWEST SIDE OF THE SCREEN BUILDING'S FLOOR SLAB; THENCE S71'-17'-21"W, 13.00 FEET, PARALLEL TO AND 10.00 FEET SOUTHWEST OF THE SOUTHWEST

SIDE OF THE FLOOR SLAB OF THE SCREEN BUILDING; THENCE S16'-39'-19"E, 290.27 FEET, PARALLEL TO AND 15.00 FEET NORTHEAST OF THE CENTER LINE OF CONVEYOR No. 2; THENCE N75'-00'-00"E, 102.24 FEET; THENCE S15'-00'-00"E, 80.56 FEET; THENCE S75'-00'-00"W, 142.47 FEET; THENCE N18'-31'-15"W, 367.88 FEET, PARALLEL TO AND 15.00 FEET SOUTHWEST OF THE CENTER LINE OF CONVEYOR No. 1; THENCE S71'-17'-21"W, 12.70 FEET, PARALLEL TO AND 10.00 FEET SOUTHEAST OF THE SOUTHEAST SIDE OF THE SCREEN BUILDING'S CONCRETE FLOOR SLAB; THENCE N18'-42'-39"W, 13.00 FEET, PARALLEL TO AND 10.00 FEET SOUTHWEST OF THE SOUTHWEST SIDE OF THE SCREEN BUILDING'S CONCRETE FLOOR SLAB; THENCE S71'-17'-21"W, 169.41 FEET, PARALLEL TO AND 10.00 FEET SOUTHEAST OF THE CENTER LINE OF CONVEYOR No. 3; THENCE S56'-17'-22"W, 52.82 FEET PARALLEL TO AND 5.00 FEET SOUTHEAST OF THE HOG BUILDING CONCRETE FLOOR SLAB; THENCE N 33'-42'-38"W, 58.00 FEET, PARALLEL TO AND 5.00 FEET SOUTHWEST OF THE SOUTHWEST SIDE OF THE HOG BUILDING'S CONCRETE FLOOR SLAB; THENCE N56'-17'-22"E, 12.00 FEET, PARALLEL TO AND 5.00 FEET NORTHWEST OF THE NORTHWEST SIDE OF THE HOG BUILDING'S CONCRETE FLOOR SLAB; THENCE N33'-42'-38"W 224.47 FEET, PARALLEL TO AND 15.00 FEET SOUTHWEST OF THE CENTER LINE OF CONVEYOR No. 5; THENCE S40'-00'-00"W, 61.44 FEET, THENCE N50'-00'-00", 103.17 FEET; THENCE S40'-00'-00"W, 164.62 FEET, PARALLEL TO AND 20.00 FEET SOUTHEAST OF THE CENTER LINE OF CONVEYOR No. 11; THENCE DUE WEST, 368.11 FEET, PARALLEL TO AND 20.00 FEET DUE SOUTH OF THE CENTER LINE OF CONVEYOR No. 12; THENCE DUE NORTH, 38.00 FEET; THENCE DUE WEST, 259.83 FEET, PARALLEL TO AND 12.00 FEET DUE SOUTH OF THE CENTER LINE OF THE PAVED ROAD; THENCE DUE NORTH, 204.28 FEET, THE BOUNDARY BEING THE LINE BETWEEN CAROLINA POWER AND LIGHT'S EASEMENT AND THE TRANSFORMER YARD; THENCE N56'-31'-12"W, 62.13 FEET, PARALLEL TO AND 20.00 FEET SOUTHWEST OF THE CENTER LINE OF COAL CONVEYOR No. C-5; THENCE S-47'-40'-00"W, 175.28 FEET, PARALLEL TO AND 5.00 FEET SOUTHEAST OF THE SOUTHEAST SIDE OF THE OFFICE AND STORAGE BUILDING'S FLOOR SLAB; THENCE N42'-10'-00"W, 120.00 FEET, PARALLEL TO AND 20.00 FEET SOUTHWEST OF THE SOUTHWEST SIDE OF THE OFFICE AND STORAGE BUILDING'S FLOOR SLAB; THENCE N47'-50'-00"E, 144.58 FEET PARALLEL TO AND 15.00 FEET NORTHWEST OF THE NORTHWEST SIDE OF THE OFFICE AND STORAGE BUILDING'S FLOOR SLAB; THENCE N56'-31'-12"W, 108.54 FEET, PARALLEL TO AND 20.00 FEET SOUTHWEST OF THE CENTER LINE OF COAL CONVEYOR No. C-5; THENCE S42'-00'-36"W, 88.01 FEET; THENCE S43'-25'-22"W, 179.80 FEET; THENCE S46'-00'-00"W, 50.00 FEET; THENCE N44'-00'-00"W, 60.42 FEET, THENCE S46'-00'-00"W, 120.84 FEET, PARALLEL TO AND 25.00 FEET NORTHWEST OF THE RAILROAD CENTER LINE; THENCE, N89'-58'-00"W, 159.44 FEET, ADJOINING THE CAROLINA POWER AND LIGHT COMPANY'S 70-FOOT EASEMENT; THENCE N44'-00'-00"W, 212.89 FEET TO THE POINT OF BEGINNING OF THE PREMISES. THE PREMISES CONTAIN 15.266 ACRES.

TRACT "B"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF FLORENCE, SOUTH CAROLINA CONTAINING 51.38 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT AN IRON PIN (WHICH IS THE PROPERTY CORNER SEPARATING THIS PROPERTY AND THE PROPERTY OF L.M. LOGAN, ON THE WESTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24 (WHICH IS 66 FEET WIDE)); THENCE, GOING IN A WESTERLY DIRECTION, S84°-59'-11"W, A DISTANCE OF 530.27 FEET TO A CONCRETE MONUMENT; THENCE, IN A NORTHERLY DIRECTION N09°-15'-08"W, A DISTANCE OF 2775.63 FEET TO AN IRON PIN; THENCE, IN AN EASTERLY DIRECTION N85°-34'-30"E, A DISTANCE OF 1089.81 FEET TO A CONCRETE MONUMENT ON THE SAID WESTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24; THENCE, GOING ALONG THE SAID WESTERN RIGHT-OF-WAY LINE OF STATE ROAD S21-24 IN A SOUTHERLY DIRECTION S02°-18'-37"W, A DISTANCE OF 2779.52 FEET TO THE IRON PIN AT THE POINT OF BEGINNING.

Tract A and Tract B being shown on a Boundary and Easement Location Survey prepared for Stone Container Corporation by Ervin Engineering Co., Inc., dated September 1, 1994.

Less and except from Tracts A and B:

All those certain pieces, parcels or tracts of land designated as Tract 1 (containing 0.55 acre), Tract 2 (containing 0.31 acre) and Tract 3 (containing 0.35 acre) as shown on a plat dated June 17, 1996, prepared for Stone Container Corporation by Heller and Associates, Inc., said plat being recorded in the Office of the Clerk of Court for Florence County on August 22, 1996, in Plat Book 61 at page 440; said parcels having been conveyed by Stone Container Corporation to County of Florence by Deed recorded September 6, 1996, in Deed Book A-473 at page 1606.

THE ABOVE PARCELS BEING CONVEYED BY DEED RECORDED IN DEED BOOK 210, PAGE 427 IN THE OFFICE OF THE CLERK OF COURT FOR FLORENCE COUNTY.

TRACT "3"

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF FLORENCE, SOUTH CAROLINA CONTAINING 2917.7 ACRES, MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: BEGINNING AT A POINT ON THE WESTERN EDGE OF GREAT PEE DEE RIVER (WHICH IS THE COUNTY LINE THAT DIVIDES FLORENCE COUNTY AND MARION COUNTY, SOUTH CAROLINA); SAID POINT DIVIDES THIS TRACT (TRACT #3) AND TRACT #1 AND IS SHOWN ON ACCOMPANYING SURVEY AS P.O.B. #3; THENCE, LEAVING SAID POINT, IN A SOUTHERLY DIRECTION AND MEANDERING ALONG THE FLORENCE COUNTY SIDE OF GREAT PEE DEE RIVER A DISTANCE OF APPROXIMATELY 45,500 FEET TO AN IRON PIN ON THE NORTHERN EDGE OF SAID GREAT PEE DEE RIVER (SAID IRON PIN IS MORE SPECIFICALLY ARRIVED AT BY GOING ALONG THE FOLLOWING TRAVERSE FROM THE POINT OF BEGINNING: S24°-02'-24"W, A DISTANCE OF 450.54 FEET TO A POINT; THENCE, S26°-50'-20"E, A DISTANCE OF 14400 FEET TO A POINT; THENCE, S02°-50'-20"E, A DISTANCE OF 2250 FEET TO A POINT; THENCE, S82°-09'40"W, A DISTANCE OF 3000 FEET; THENCE S07°-10'-46"W, A DISTANCE OF 8302.29 FEET TO SAID IRON PIN ON THE NORTHERN EDGE OF GREAT PEE DEE RIVER); THENCE LEAVING SAID GREAT PEE DEE RIVER AND GOING IN A NORTHERLY DIRECTION N30°-11'-15"W, A DISTANCE OF 439.63 FEET TO AN IRON PIN; THENCE N31°-40'-00"W, A DISTANCE OF 1399.00 FEET TO AN IRON PIN; THENCE N08°-34'-16"W, A DISTANCE OF 919.93 FEET TO AN IRON PIN; THENCE, N08°-42'-00"E, A DISTANCE OF 1099.00 FEET TO AN IRON PIN; THENCE, N06°-43'-43"E, A DISTANCE OF 1299.02 FEET TO AN IRON PIN; THENCE N22°-14'-24"W, A DISTANCE OF 599.80 FEET TO AN IRON PIN; THENCE, IN A NORTHWESTERLY DIRECTION N46°-10'-34"W, A DISTANCE OF 1198.80 TO AN IRON PIN; THENCE, IN A NORTHERLY DIRECTION, N12°-45'-47"W, A DISTANCE OF 1539.84 FEET TO AN IRON PIN; THENCE, N21°-50'-20"W, A DISTANCE OF 1000.06 FEET TO AN IRON PIN; THENCE IN A NORTHWESTERLY DIRECTION N43°-46'-03"W, A DISTANCE OF 959.81 FEET TO AN IRON PIN; THENCE, IN A NORTHERLY DIRECTION N01°-44'-53"W, A DISTANCE OF 927.74 FEET TO AN IRON PIN; THENCE, IN A NORTHEASTERLY DIRECTION N54°-02'-27"E, A DISTANCE OF 318.25 FEET TO AN IRON PIN; THENCE, IN A NORTHERLY DIRECTION N04°-26'-53"E, A DISTANCE OF 1420.67 FEET TO AN IRON PIN; THENCE, N22°-35'-01"W, A DISTANCE OF 130.51 FEET TO AN IRON PIN; THENCE IN A WESTERLY DIRECTION N88°-29'-09"W, A DISTANCE OF 2303.19 FEET TO AN IRON PIN; THENCE, IN A NORTHERLY DIRECTION N26°-28'-30"W, A DISTANCE OF 1724.49 FEET TO AN IRON PIN; THENCE, IN AN EASTERLY DIRECTION S88°-27'-22"E, A DISTANCE OF 3042.86 FEET TO A STEEL POST; THENCE, IN A NORTHERLY DIRECTION N09°-41'-10"W, A DISTANCE OF 1494.58 FEET TO AN IRON PIN; THENCE, IN A WESTERLY DIRECTION N87°-17'-43"W, A DISTANCE OF 2893.38 FEET TO A PINE TREE (PINE "X" OLD); THENCE, IN A NORTHERLY DIRECTION N04°-11'-58"E, A DISTANCE OF 2305.92 FEET TO AN IRON PIN; THENCE, IN AN EASTERLY DIRECTION S87°-31'-55"E, A DISTANCE

OF 1293.10 FEET TO AN IRON PIN; THENCE, IN A NORTHERLY DIRECTION N02°-28'-05"E, A DISTANCE OF 760.00 FEET TO AN IRON PIN; THENCE, IN A WESTERLY DIRECTION N82°-32'-24"W, A DISTANCE OF 1124.03 FEET TO AN IRON PIN; THENCE, IN A NORTHERLY DIRECTION N00°-44'-05"E, A DISTANCE OF 397.61' FEET TO AN IRON PIN; THENCE, N02°-12'-41"E, A DISTANCE OF 985.86 FEET TO AN IRON PIN; THENCE, IN AN EASTERLY DIRECTION S84°-11'-57"E, A DISTANCE OF 529.89 FEET TO AN IRON PIN; THENCE, IN A NORTHEASTERLY DIRECTION N66°-36'-03"E, A DISTANCE OF 581.67 FEET TO AN IRON PIN; THENCE, IN A NORTHERLY DIRECTION N04°-15'-00"E, A DISTANCE OF 1029.50 FEET TO AN IRON PIN; THENCE, N16°-25'-00"E, A DISTANCE OF 1760.01 FEET TO AN IRON PIN; THENCE, N11°-53'-08"E, A DISTANCE OF 2193.04 FEET TO AN ALUMINUM DISC; THENCE, IN A NORTHEASTERLY DIRECTION N46°-51'-26"E, A DISTANCE OF 174.23 FEET TO AN IRON PIN; THENCE, IN AN EASTERLY DIRECTION S85°-40'-00"E, A DISTANCE OF 156.50 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION N60°-20'-00"E, A DISTANCE OF 197.00 FEET TO A POINT; THENCE IN SOUTHERLY DIRECTION S28°-05'-00"E, A DISTANCE OF 305.00 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION S68°-20'-00"E, A DISTANCE OF 150.50 FEET; THENCE IN A SOUTHERLY DIRECTION S16°-45'-00"E, A DISTANCE OF 267.50 FEET TO A POINT; THENCE S35°-55'-00"E, A DISTANCE OF 128.50 FEET; THENCE, IN A SOUTHEASTERLY DIRECTION S68°-45'-00"E, A DISTANCE OF 354.00 FEET TO THE POINT OF BEGINNING.

Tract 3 being shown on Property Survey prepared for Stone Container Corporation by Ervin Engineering Co., Inc. dated October 5, 1994.

TRACT 3 BEING CONVEYED BY DEEDS RECORDED IN DEED BOOK 211, PAGE 108; DEED BOOK 211, PAGE 170; DEED BOOK 211, PAGE 384; DEED BOOK 211, PAGE 460; DEED BOOK 212, PAGE 141; DEED BOOK 212, PAGE 184; DEED BOOK 212, PAGE 183 IN THE OFFICE OF THE CLERK OF COURT FOR FLORENCE COUNTY.

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 14, 2010

*Revised
12-27-09*

AGENDA ITEM: Ordinance No. 25-2009/10
Second Reading

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 : January 14, 2010
 Third Reading : February 18, 2010
 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:

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:

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 14, 2010

Handwritten:
12-29-09

AGENDA ITEM: Ordinance No. 26-2009/10
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Cynthia Matthews Located At 3434 and 3508 James Turner Rd., Florence County From R-1, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 072 Consisting of Approx. 15.7 Acres.] (*Planning Commission approved 7-0; Council District 5*)

POINTS TO CONSIDER:

1. The property is located in Council District 5.
2. The subject property is currently R-1, Single-Family Residential District.
3. The property is currently planted grass.
4. The property is surrounded by single-family residential and vacant land.
5. The applicant wishes to develop site for agriculture/horses/grazing and hay.
6. The subject property was located in a Rural/Agricultural Area according to the Comprehensive Plan Land Use Map that was being administered at the time request was received by staff.
7. The applicant's request to rezone this property to RU-1 was in compliance with the Comprehensive Plan Land Use Map at time of application.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 26-2009/10
2. Staff report for PC#2009-42
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	: November 24, 2009	Council Clerk, certify that this
Planning Commission Public Hearing	: November 24, 2009	Ordinance was advertised for
Planning Commission Recommendation	: November 24, 2009 [Approved 7-0]	Public Hearing On _____
First Reading/Introduction	: January 14, 2010	
Committee Referral	: N/A	
Second Reading	: February 18, 2010	
Third Reading	: March 18, 2010	
Effective Date	: Immediately	

ORDINANCE NO. 26-2009/10

[An Ordinance To Rezone Properties Owned By Cynthia T. Matthews Located At 3434 And 3508 James Turner Rd., Florence County From R-1, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 072 Consisting of Approx. 15.7 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 November 24, 2009.

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

1. Property located at 3434 and 3508 James Turner Road bearing Tax Map 00127, Block 01, Parcel 072 is hereby rezoned to RU-1, Rural Community District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
November 24, 2009
PC#2009-42
ORDINANCE NO. 26-2009/10**

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

Location: Property is located at 3434 and 3508 James Turner Rd., Florence County

Tax Map Number: 00127, Block 01, Parcel 072

Council District(s): 5; County Council

Owner of Record: Cynthia T. Matthews

Applicant: Cynthia T. Matthews

Land Area: 15.7 acres

Existing Land Use and Zoning:

The subject property exists as planted grass and is currently zoned R-1, Single-Family Residential District.

Proposed Land Use and Zoning:

The applicant has indicated that the proposed land uses for the site will consist of agriculture/horses/grazing and hay. The applicant is proposing to rezone the subject property to RU-1, Rural Community District.

Surrounding Land Use and Zoning:

North: Vacant/Single-family residential/R-1/Florence County
South: Vacant/R-1/Florence County
West: Vacant/R-1/Florence County
East: Single-family residential/Barn/RU-1/ Florence County

Florence County Comprehensive Plan:

The subject property is located in a Rural/Agricultural Area according to the existing Comprehensive Plan Land Use Map. While the applicant has requested to rezone this property from R-1 to RU-1, this request does not comply with the New Comprehensive Plan. At the time the request was received by staff, it was in compliance with the existing Comprehensive Plan.

Staff Analysis:

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

Water and Sewer Availability- Water and sewer services are not available for 3434 or 3508 James Turner Road.

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

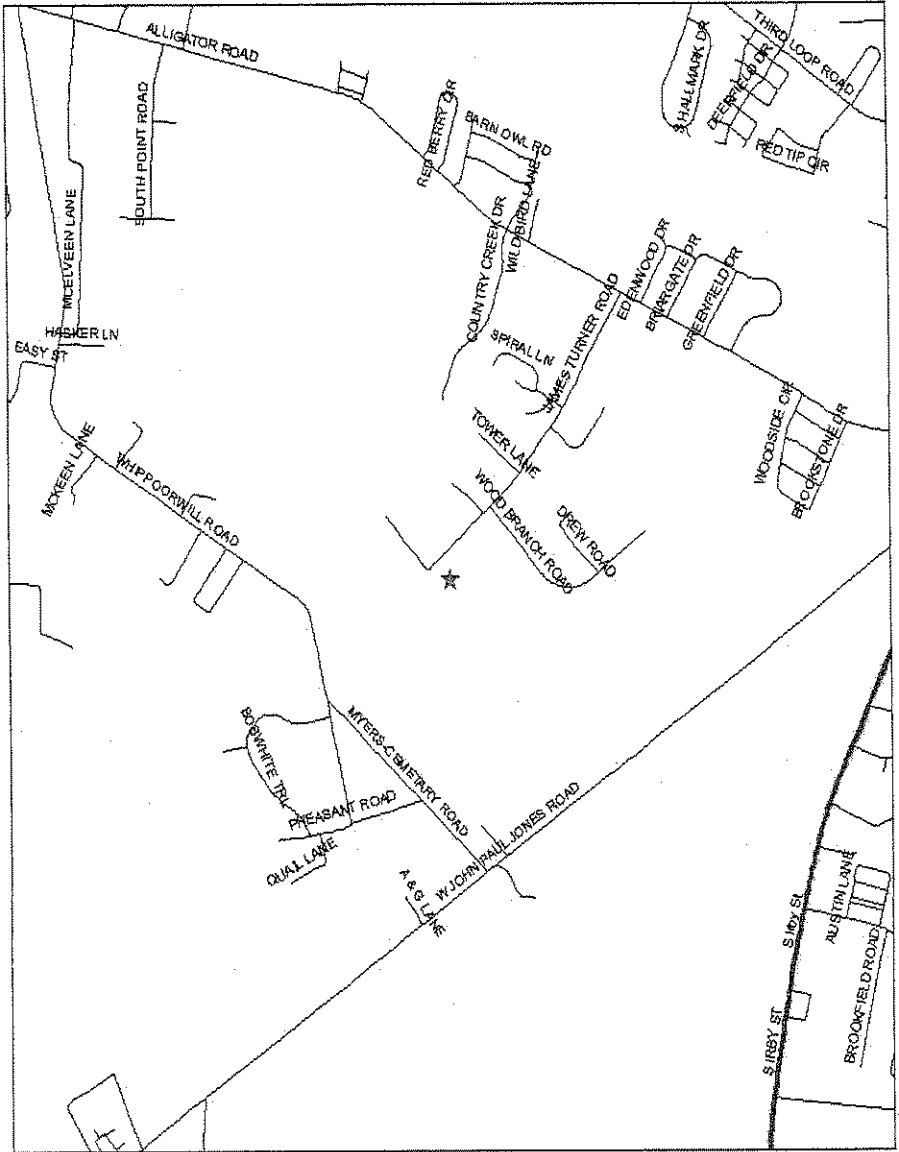
Background- When the application was submitted, parcel 246 had not been combined with parcel 72. During the application review, it was determined by the deed, that parcel 246 was combined with parcel 72. As it stands a portion of parcel 72 is requesting to be rezoned to RU-1.

Florence County Planning Commission Action: November 24, 2009

The seven Planning Commission members present approved the zoning request unanimously at the meeting held on November 24, 2009.

Florence County Planning Commission Recommendation:

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

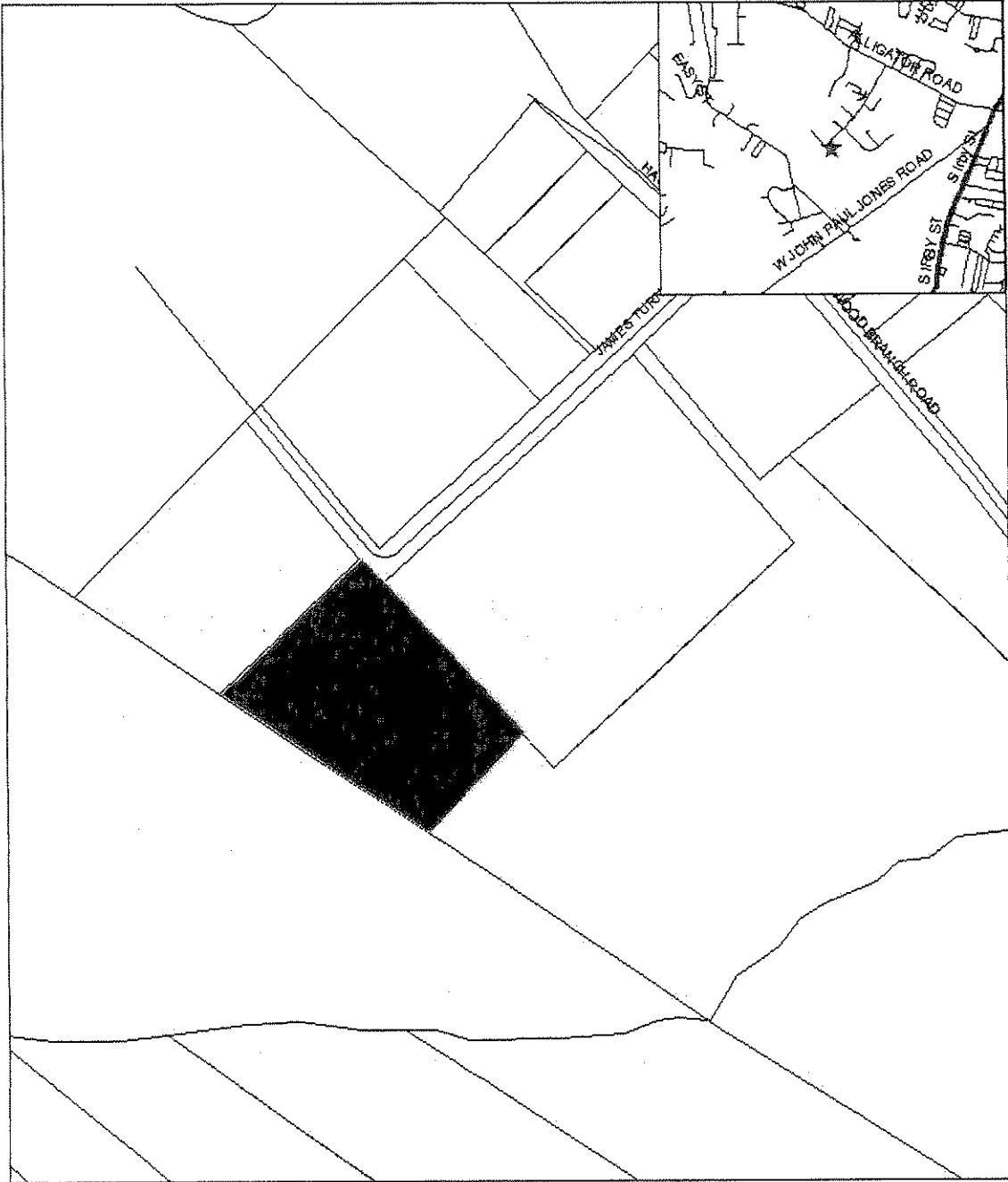


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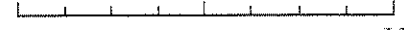
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COUNTY COUNCIL DISTRICT(S): 5
PC#2009-42



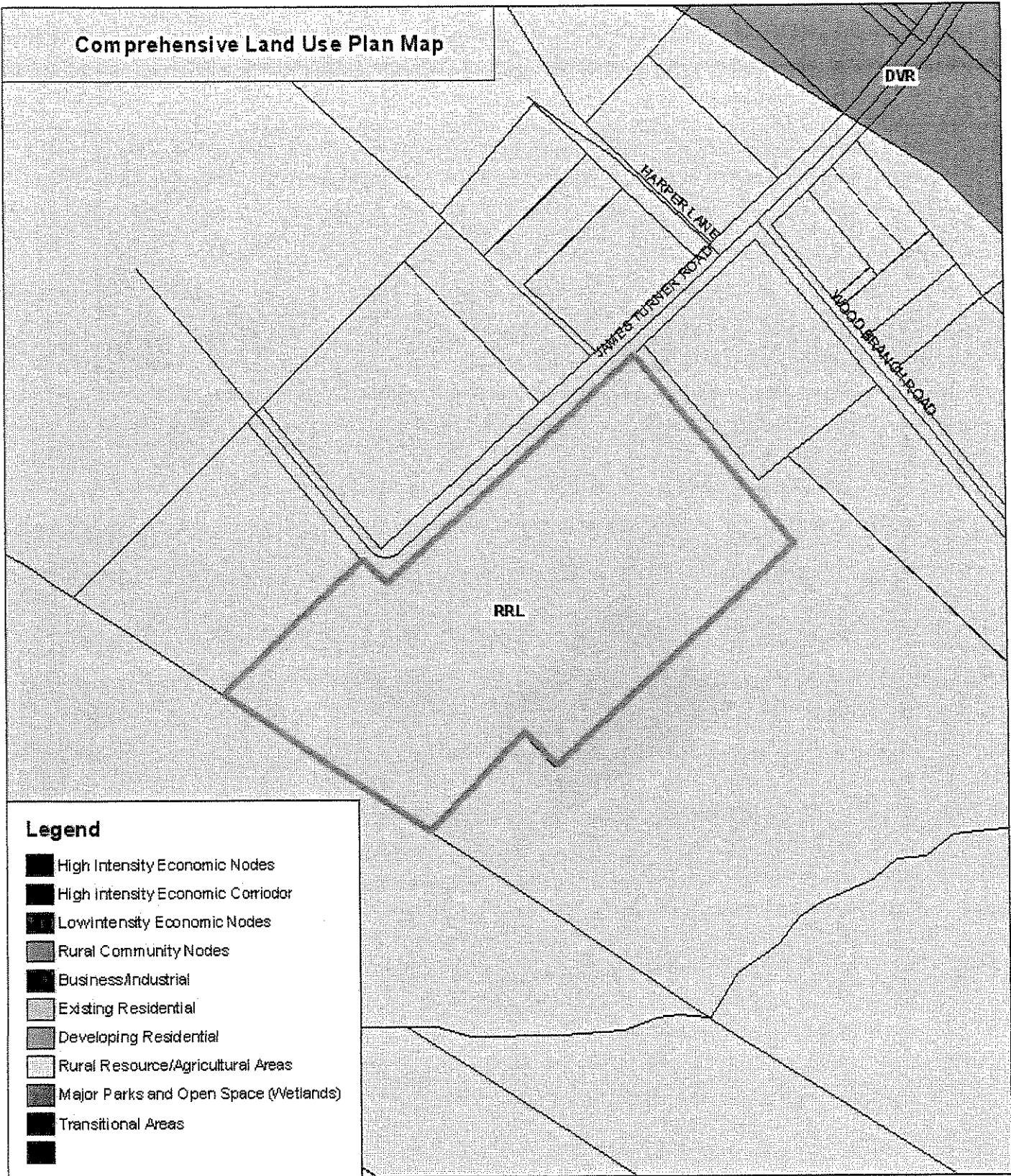
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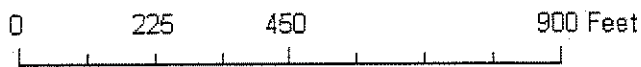
COUNTY COUNCIL DISTRICT(S): 5
PC#2009-42

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
-



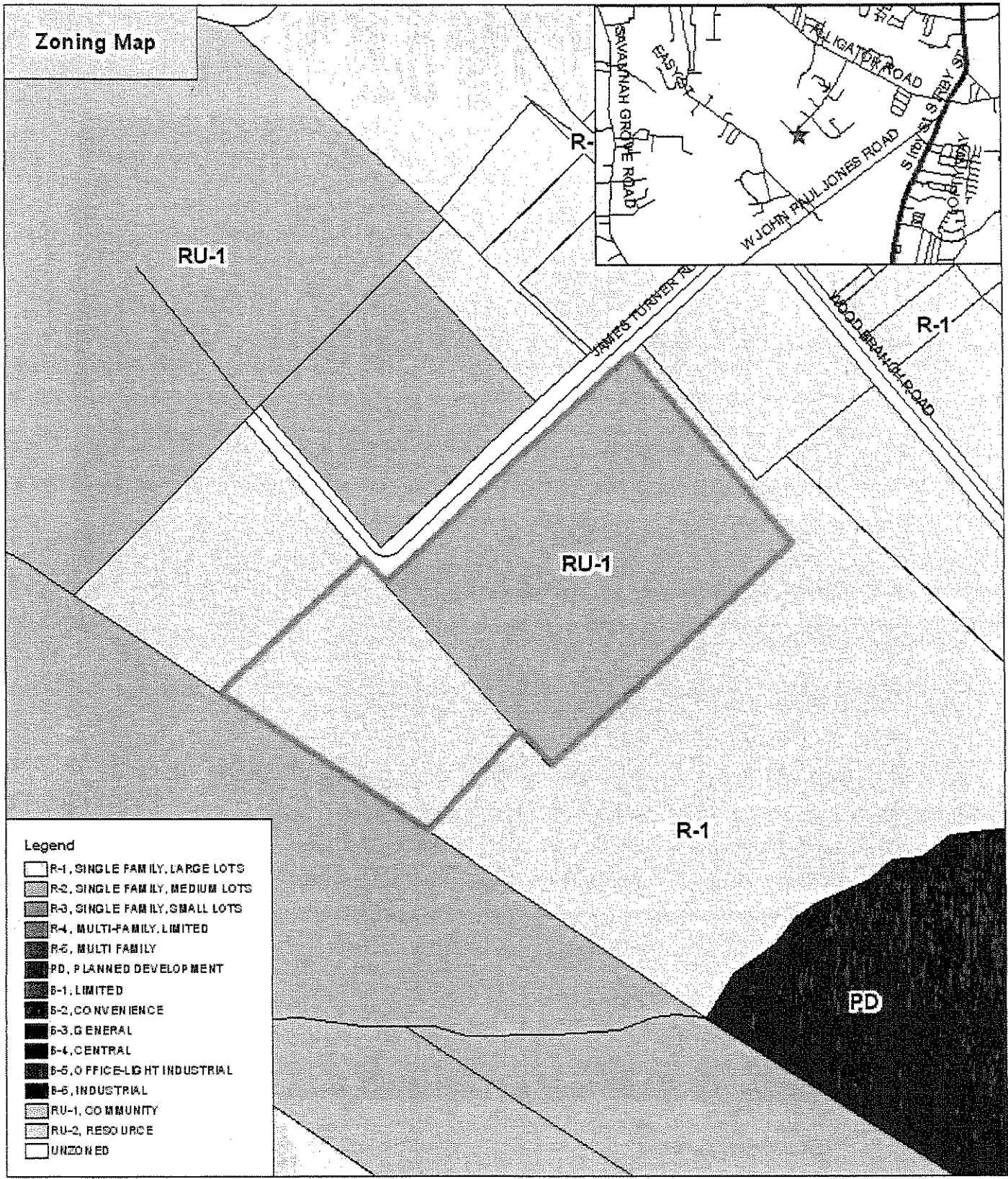
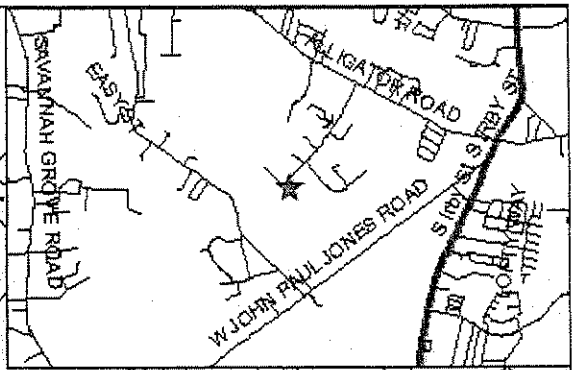
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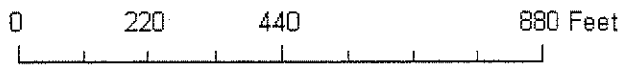
COUNTY COUNCIL DISTRICT(S): 5
PC#2009-42

Zoning Map



Legend

- R-1, SINGLE FAMILY, LARGE LOTS
- R-2, SINGLE FAMILY, MEDIUM LOTS
- R-3, SINGLE FAMILY, SMALL LOTS
- R-4, MULTI-FAMILY, LIMITED
- R-5, MULTI FAMILY
- PD, PLANNED DEVELOPMENT
- B-1, LIMITED
- B-2, CONVENIENCE
- B-3, GENERAL
- B-4, CENTRAL
- B-5, OFFICE-LIGHT INDUSTRIAL
- B-5, INDUSTRIAL
- RU-1, COMMUNITY
- RU-2, RESOURCE
- UNZONED



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COUNTY COUNCIL DISTRICT(S): 5
PC#2009-42

Florence County 2008 Orthophotography Map



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2007



COUNTY COUNCIL DISTRICT(S): 5
PC#2009-42

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

RU-1, Rural Community District

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

12-29-09

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 14, 2010

AGENDA ITEM: Ordinance No. 27-2009/10
Introduction

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Pamela S. Truesdale Located At 3514 James Turner Rd., Florence County From R-1, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 090 Consisting of Approx. 4.81 Acres.] (Planning Commission approved 7-0; Council District 5)

POINTS TO CONSIDER:

1. The property is located in Council District 5.
2. The subject property is currently R-1, Single-Family Residential District.
3. The property is currently used as pasture for grazing and agriculture.
4. The property is surrounded by single-family residential and vacant land.
5. The applicant wishes to develop site for agriculture/horses/grazing and hay.
6. The subject property was located in a Rural/Agricultural Area according to the Comprehensive Plan Land Use Map that was being administered at the time request was received by staff.
7. The applicant's request to rezone this property to RU-1 was in compliance with the Comprehensive Plan Land Use Map at time of application.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 27-2009/10
2. Staff report for PC#2009-43
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	: November 24, 2009	Council Clerk, certify that this
Planning Commission Public Hearing	: November 24, 2009	Ordinance was advertised for
Planning Commission Recommendation	: November 24, 2009 [Approved 7-0]	Public Hearing On _____
First Reading/Introduction	: January 14, 2010	
Committee Referral	: N/A	
Second Reading	: February 18, 2010	
Third Reading	: March 18, 2010	
Effective Date	: Immediately	

ORDINANCE NO. 27-2009/10

[An Ordinance To Rezone Property Owned By Pamela S. Truesdale Located At 3514 James Turner Rd., Florence County From R-1, Single-Family Residential District To RU-1 Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 090 Consisting of Approx. 15.7 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 November 24, 2009.

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

1. Property located at 3514 James Turner Road bearing Tax Map 00127, Block 01, Parcel 090 is hereby rezoned to RU-1, Rural Community District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
November 24, 2009
PC#2009-43
ORDINANCE NO. 27-2009/10**

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

Location: Property is located at 3514 James Turner Road, Florence County

Tax Map Number: 00127, Block 01, Parcel 090

Council District(s): 5; County Council

Owner of Record: Pamela S. Truesdale

Applicant: Pamela S. Truesdale

Land Area: 4.81 acres

Existing Land Use and Zoning:

The subject property is currently used as pasture for grazing and agriculture and zoned R-1, Single Family Residential District in the County of Florence.

Proposed Land Use and Zoning:

The applicant wishes to continue the existing uses of the subject property for agriculture/horses/grazing and hay. The applicant is proposing to zone the subject property to RU-1, Rural Community District.

Surrounding Land Use and Zoning:

North: Vacant/RU-1/Florence County

South: Vacant/R-1/ Florence County

West: Accessory buildings/Single-family residential/RU-1/Florence County

East: Vacant/R-1/ Florence County

Florence County Comprehensive Plan:

The subject property is located in a Rural/Agricultural Area according to the existing Comprehensive Plan Land Use Map. While the applicant has requested to rezone this property from R-1 to RU-1, this request does not comply with the New Comprehensive Plan. At the time the request was received by staff, it was in compliance with the existing Comprehensive Plan.

Staff Analysis:

Access and Circulation- Present access to the property is by way of James Turner Road and Whippoowill Road.

Water and Sewer Availability- There are no water and sewer services available.

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

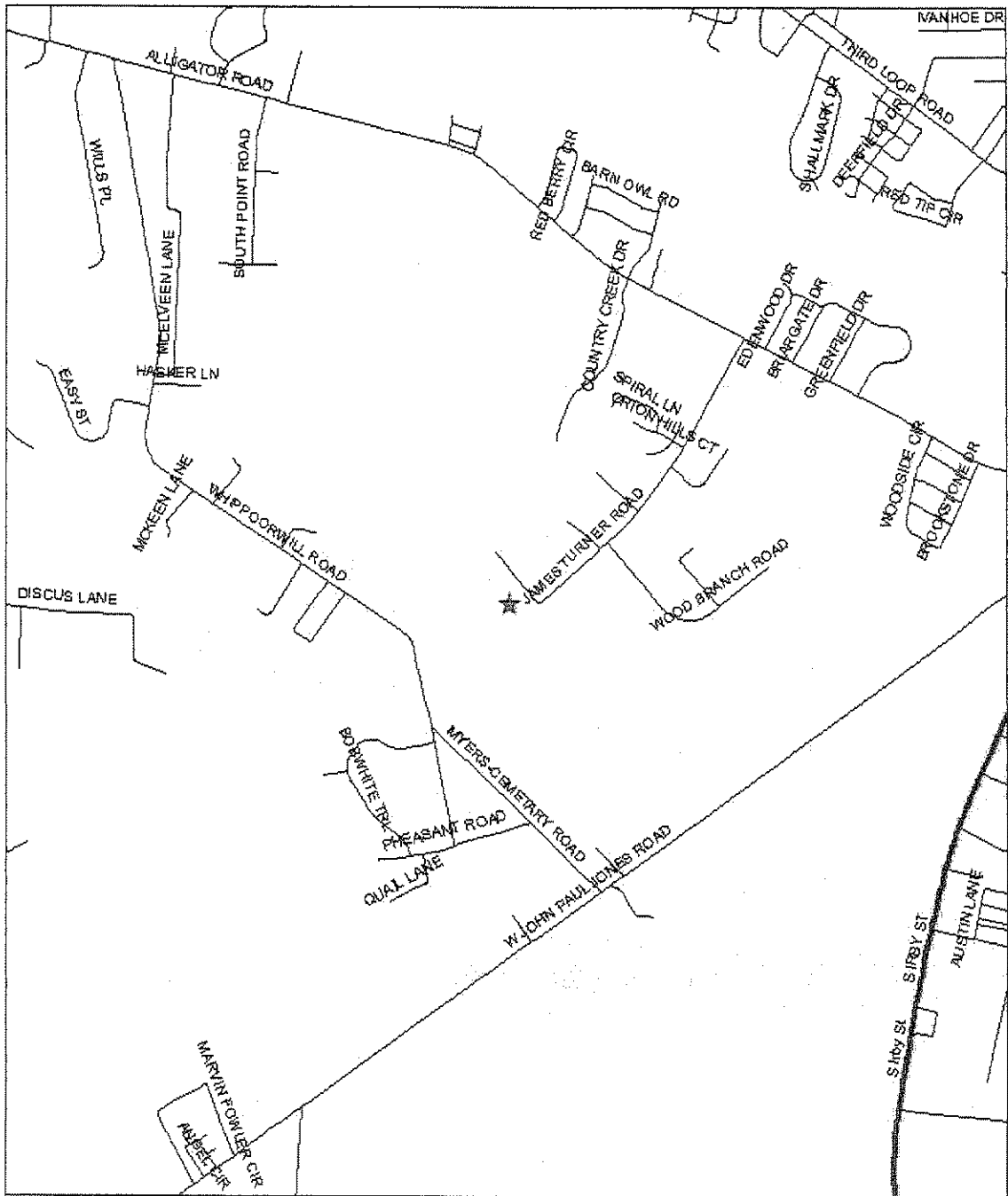
Background- The subject property is requesting to be rezoned to RU-1, Rural Community District.

Florence County Planning Commission Action: November 24, 2009

The seven Planning Commission members present approved the rezoning request unanimously at the meeting held on November 24, 2009.

Florence County Planning Commission Recommendation:

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

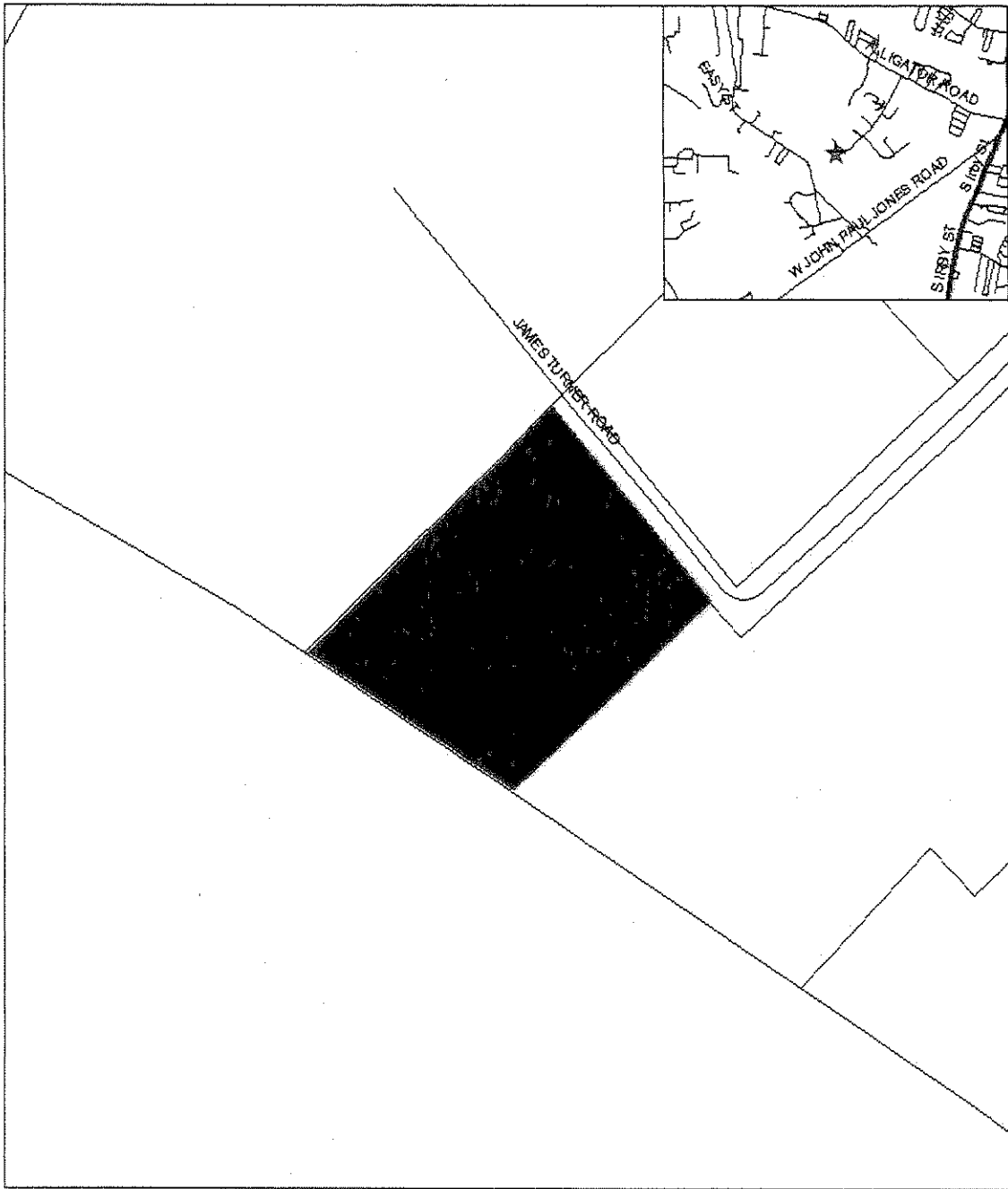


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COUNTY COUNCIL DISTRICT(S): 5
PC#2009-43



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COUNTY COUNCIL DISTRICT(S): 5
PC#2009-43

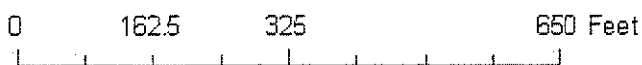
Comprehensive Land Use Plan Map

JAMES TURNER ROAD

RRL

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
- 



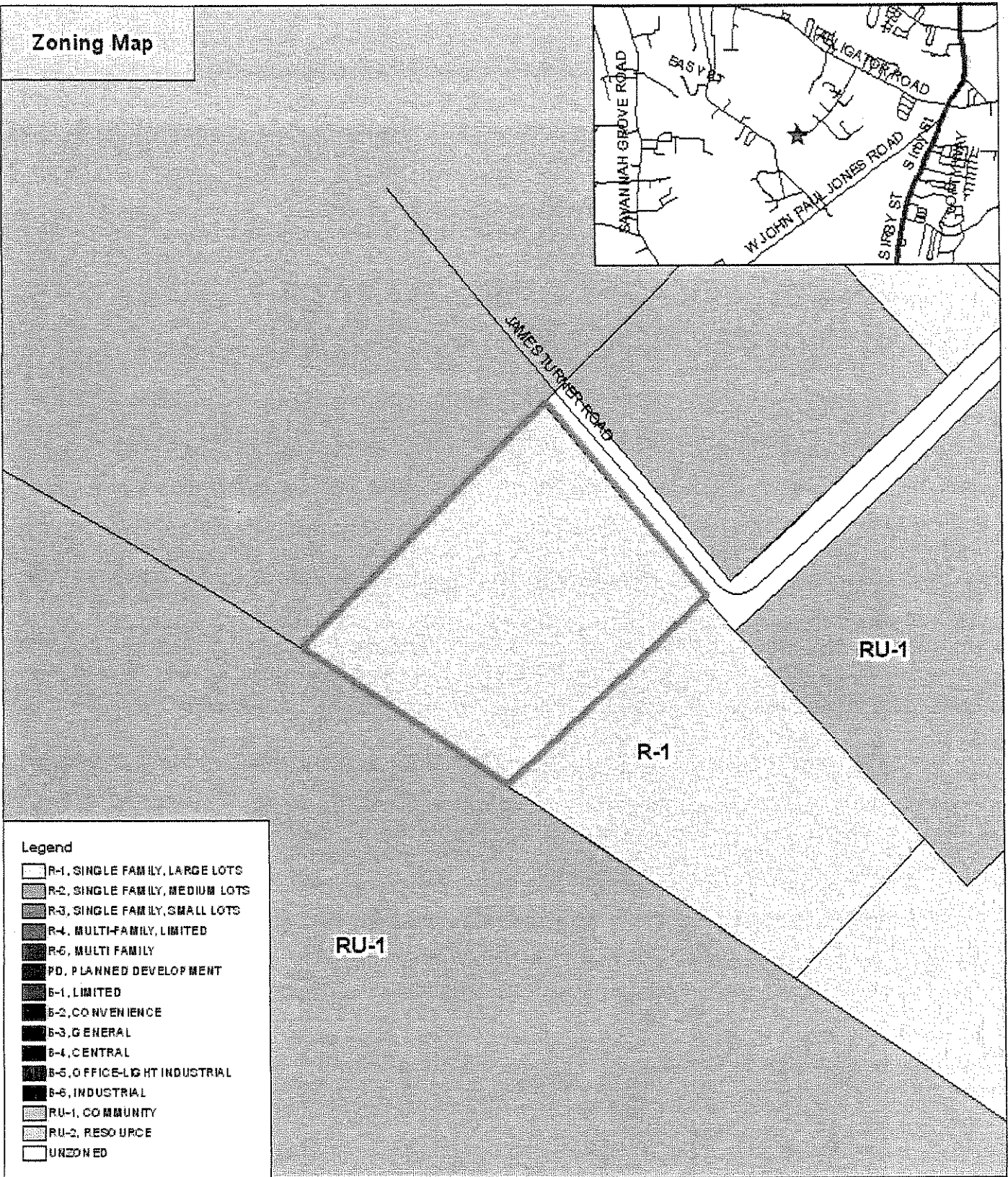
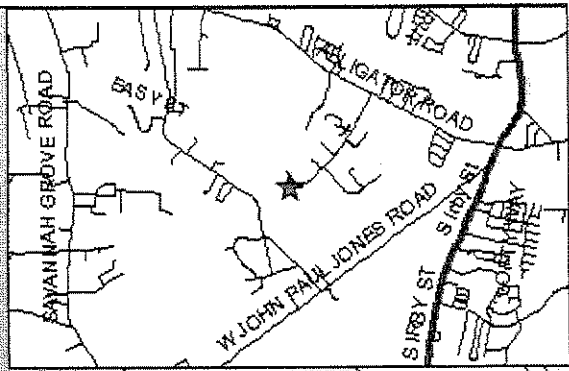
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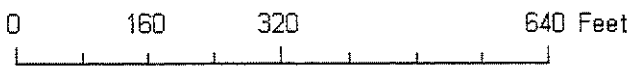
COUNTY COUNCIL DISTRICT(S): 5
PC#2009-43

Zoning Map



Legend

- R-1, SINGLE FAMILY, LARGE LOTS
- R-2, SINGLE FAMILY, MEDIUM LOTS
- R-3, SINGLE FAMILY, SMALL LOTS
- R-4, MULTI-FAMILY, LIMITED
- R-6, MULTI FAMILY
- PD, PLANNED DEVELOPMENT
- B-1, LIMITED
- B-2, CONVENIENCE
- B-3, GENERAL
- B-4, CENTRAL
- B-5, OFFICE-LIGHT INDUSTRIAL
- B-6, INDUSTRIAL
- RU-1, COMMUNITY
- RU-2, RESOURCE
- UNZONED



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

COUNTY COUNCIL DISTRICT(S): 5
PC#2009-43

Florence County 2008 Orthophotography Map



0 90 180 360 Feet



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

RU-1, Rural Community District

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

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

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

January 14, 2010

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 November 30, 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 11/30/09**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	32,031,860	21,646,717	10,385,143	32.42%
Licenses & Permits	1,522,800	190,199	1,332,601	87.51%
Fines & Fees	3,485,600	1,154,792	2,330,808	66.87%
Intergovernmental	7,162,442	1,697,424	5,465,018	76.30%
Sales and Other Functional	5,180,350	1,812,666	3,367,684	65.01%
Miscellaneous	1,362,250	129,942	1,232,308	90.46%
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	26,631,740	22,712,506	46.03%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY10
7/1/09 TO 11/30/09**

		BUDGETED	YEAR-TO-DATE	REMAINING	
EXPENDITURES		EXPENDITURE	EXPENDITURE	BALANCE	PCT
10-411-401	County Council	354,633	109,303	245,330	69.18%
10-411-402	Administrator	628,254	248,044	380,210	60.52%
10-411-403	Clerk of Court	1,838,967	688,337	1,150,630	62.57%
10-411-404	Solicitor	968,098	373,530	594,568	61.42%
10-411-405	Judge of Probate	511,408	183,794	327,614	64.06%
10-411-406	Public Defender	738,626	278,701	459,925	62.27%
10-411-407	Magistrates	2,149,906	735,389	1,414,517	65.79%
10-411-409	Legal Services	84,150	13,584	70,566	83.86%
10-411-410	Voter Registration & Elections	480,098	145,221	334,877	69.75%
10-411-411	Finance	770,270	293,627	476,643	61.88%
10-411-412	Human Resources	1,271,773	79,560	1,192,213	93.74%
10-411-413	Procurement & Vehicle Maintenance	1,265,462	486,547	778,915	61.55%
10-411-414	Administrative Services	392,654	147,706	244,948	62.38%
10-411-415	Treasurer	1,211,893	450,232	761,661	62.85%
10-411-416	Auditor	481,640	172,862	308,778	64.11%
10-411-417	Tax Assessor	1,237,707	438,789	798,918	64.55%
10-411-418	Planning and Building	2,049,378	839,778	1,209,600	59.02%
10-411-419	Complex	1,247,869	473,568	774,301	62.05%
10-411-420	Facilities Management	906,594	357,603	548,991	60.56%
10-411-427	Information Technology	1,280,888	598,738	682,150	53.26%
10-411-446	Veteran's Affairs	153,066	55,916	97,150	63.47%
10-411-480	Senior Citizen Centers	337,053	116,631	220,422	65.40%
10-411-485	General Direct Assistance	209,242	50,165	159,077	76.03%
10-411-488	Contingency	920,029	549,314	370,715	40.29%
10-411-489	Employee Tort & Blanket Bond	215,742	214,632	1,110	0.51%
10-421-421	Sheriff's Office	14,527,411	5,690,849	8,836,562	60.83%
10-421-422	Emergency Management	2,419,760	102,918	2,316,842	95.75%
10-421-481	Rural Fire Departments	14,850	1,130	13,720	92.39%
10-451-423	EMS	4,214,054	1,538,837	2,675,217	63.48%
10-451-424	Rescue Squads	436,524	111,261	325,263	74.51%
10-451-425	Coroner	263,858	96,793	167,065	63.32%
10-451-441	Health Department	85,140	38,050	47,090	55.31%
10-451-442	Environmental Services	711,559	217,436	494,124	69.44%
10-451-485	Health Direct Assistance	15,742	1,225	14,517	92.22%
10-461-485	Welfare - MIAP & DSS	463,777	200,545	263,232	56.76%
10-471-451	Recreation	1,698,445	484,218	1,214,227	71.49%
10-471-455	County Library	3,591,064	1,320,188	2,270,876	63.24%
10-471-485	Museum Commission	9,900	2,475	7,425	75.00%
10-481-485	Literacy Council	4,901	1,225	3,676	75.00%
TOTAL		50,162,385	17,908,725	32,253,660	64.30%

Ideal Remaining % = 58.33%

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/2009 TO 11/30/2009

	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	306,444	3,462,729	91.87%	3,769,173	3,623,251	145,922	3.87%
112 Economic Development Partnership Fund	455,400	233,277	222,123	48.78%	455,400	47,030	408,370	89.67%
123 Local Accommodations Tax Fund	2,752,153	698,487	2,053,666	74.62%	2,752,153	418,491	2,333,662	84.79%
124 Local Hospitality Tax Fund	694,271	82,425	611,846	88.13%	694,271	403,290	290,981	41.91%
131 District Utility Allocation Fund	2,668,150	125,774	2,542,376	95.29%	2,668,150	-	2,668,150	100.00%
132 District Infrastructure Allocation Fund	1,771,836	196,137	1,575,699	88.93%	1,771,836	-	1,771,836	100.00%
151 Law Library Fund	89,100	12,491	76,609	85.98%	89,100	13,506	75,594	84.84%
153 Road System Maintenance Fee Fund	3,337,117	1,015,732	2,321,385	69.56%	3,337,117	1,152,540	2,184,577	65.46%
154 Victim/Witness Assistance Fund	364,568	127,237	237,331	65.10%	364,568	53,392	311,176	85.35%
421 Landfill Fund	4,344,219	1,650,733	2,693,486	62.00%	4,344,219	827,341	3,516,878	80.96%
431 E911 System Fund	685,170	378,788	306,382	44.72%	685,170	104,271	580,899	84.78%
TOTALS:	20,931,157	4,827,524	16,103,633	76.94%	20,931,157	6,643,113	14,288,044	68.26%

IDEAL REMAINING PERCENT: 58.33%

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
District Allocation Balances
November 30, 2009**

Council District #	Type of Allocation	Beginning Budget FY10	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	273,795.96	86,178.22	187,617.74
	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	160.75	19,639.25
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	50,709.42	94,545.70
	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	30,101.27	41,392.08
	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	53,268.54	80,331.98
	Paving	315,436.06	130,793.06	184,643.00
	Utility	319,562.45	59,551.66	260,010.79
	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 FORWARD
CAPITAL PROJECT SALES TAX**

As of November 30, 2009

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Completed to Date	Balance	% Balance Remaining
Pine Needles Road Widening	\$ 17,676,768.00	\$ 666,476.01	\$ 1,267,964.42	\$ 5,761,785.35	\$ 7,696,225.78	\$ 9,980,542.22	56.46%
US 378 Widening	\$ 138,751,620.00	\$ 1,798,378.14	\$ 5,709.72	\$ 3,584.08	\$ 1,807,671.94	\$ 136,943,948.06	98.70%
US 76 Widening	\$ 31,641,621.00	\$ 954,936.44	\$ 3,857.80	\$ 2,150.69	\$ 960,944.93	\$ 30,680,676.07	96.96%
TV Road Widening	\$ 34,519,290.00	\$ 314,416.79	\$ -	\$ -	\$ 314,416.79	\$ 34,204,873.21	99.09%
SC 51 Widening	\$ 151,533,817.00	\$ 239,303.34	\$ -	\$ 38.75	\$ 239,342.09	\$ 151,294,474.91	99.84%
US 301 Bypass Extension	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	100.00%
	\$ 447,587,262.00	\$ 3,973,510.72	\$ 1,277,531.94	\$ 5,767,558.87	\$ 11,018,601.53	\$ 436,568,660.47	97.54%

REVENUES	Project Budget	Received/Earned to Date	Balance	% Balance Remaining
Capital Project Sales Tax	\$ 148,000,000.00	\$ 44,667,095.00	\$ 103,332,905.00	69.82%
Earned State Match	\$ 250,000,000.00	\$ 92,781,218.00	\$ 157,218,782.00	62.89%
Interest Earnings	\$ -	\$ 1,723,514.00	\$ -	
	\$ 398,000,000.00	\$ 139,171,827.00	\$ 260,551,687.00	

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: SCDHEC Waste Tire/Automobile Dismantler Recycling Grant

DEPARTMENT: Florence County Administration
Grants Department

ISSUE UNDER CONSIDERATION:

Accept FY 2010 Waste Tire/Automobile Dismantler Recycling Grant # 21 wt 10 in the amount of \$41,500 to be utilized to assist with disposal costs associated with waste tires at the Old Landfill.

POINTS TO CONSIDER:

1. The grant funds are to be utilized to assist with the disposal costs associated with waste tires at the Old Landfill.
2. These funds will be used for charges in excess of the County's annual South Carolina Department of Revenue tire disbursement for costs associated with the recycling of waste tires and will be reimbursed on a per/ton basis.
3. The grant does not require matching funds.
4. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund.

FUNDING FACTORS:

1. \$41,500 = Total grant funds to be utilized to assist with costs associated with the disposal of waste tires at the Old Landfill.
2. No local match required.

OPTIONS:

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

ATTACHMENTS:

Grant Notification Information.



WASTE TIRE/AUTOMOBILE DISMANTLER RECYCLING GRANT AGREEMENT

Section 44-96-170, S.C. Code of Laws

PART I - GRANT NOTIFICATION INFORMATION

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

Federal Employer Identification Number: 57-6000351

Grant Number: 21 wt 10

Grant Execution Date: The later of July 1, 2009 or upon obtaining the final signature on this grant agreement.

Grant Ending Date: June 30, 2010

Grant Amount: \$41,500.00

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

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

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

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Report to Council

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION: Acceptance of audit for fiscal year ended June 30, 2009

POINTS TO CONSIDER:

1. The audit for the year ended June 30, 2009 has been presented by the firm of Baird & Company, CPA's, LLC.
2. Council needs to accept the audit or refer it to the administration and finance committee for their review.

FUNDING FACTORS: None

OPTIONS:

1. *(Recommended)* Vote to accept the audit as presented.
2. Provide an alternate directive

ATTACHMENT:

None

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Reports to Council
Grant Award Carolinas Hospital System

DEPARTMENT: Florence County EMS
Grants Department

ISSUES UNDER CONSIDERATION:

Accept a grant award in the amount of \$20,192 from Carolinas Hospital System for their portion of equipment costs to provide EKG transmission capability from an ambulance in-route to Carolinas Hospital System Emergency Department.

POINTS TO CONSIDER:

1. Florence County Emergency Medical Services (EMS) will utilize the Carolinas Hospital System funds to cover a portion of costs associated with purchase of equipment to aid in transmission of EKG from an ambulance in-route to local medical facilities.
2. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

FUNDING FACTORS:

1. \$20,192 = Total funds distributed by Carolinas Hospital System for equipment related to EKG transmission capability from an ambulance in-route to Carolinas Hospital System Emergency Department.

OPTIONS:

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

ATTACHMENTS:

Award Receipt from Carolinas Hospital System.



FLORENCE COUNTY GRANTS

Memorandum

To: Melissa Rowland, Treasurer's Department
From: Kathy N. Nephew, Grants Manager
Date: December 18, 2009
Re: EMS EKG Transmit Local Hospitals

Grant # 4323

Accounting:

Revenue 141-341-331-816-4323 cr \$20,192.00
Expense 141-451-823-000- xxxx dr

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

CAROLINAS HOSPITAL SYSTEM
305 PAMPLICO HWY
FLORENCE, SC

WACHOVIA BANKS NATIONAL ASSOCIATION

CHECK DATE
12/17/09

CHECK NUMBER
219062

29505

PAY THIS AMOUNT

\$**20,192.00

VOID AFTER 90 DAYS

PAY EXACTLY TWENTY THOUSAND ONE HUNDRED NINETY-TWO DOLLARS AND NO CENTS

PAY TO THE ORDER OF FLORENCE COUNTY
180 N IRBY ST
FLORENCE, SC

29000-0000



James W. Doucett
Mark Buford

⑈ 219062⑈ ⑆053101561⑆ 2079900588431⑈

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Reports to Council
Grant Award McLeod Health

DEPARTMENT: Florence County EMS
Grants Department

ISSUES UNDER CONSIDERATION:

Accept a grant award in the amount of \$20,192 from McLeod Health for their portion of equipment costs to provide EKG transmission capability from an ambulance in-route to McLeod Regional Medical Center Emergency Department.

POINTS TO CONSIDER:

1. Florence County Emergency Medical Services (EMS) will utilize the McLeod Health funds to cover a portion of costs associated with purchase of equipment to aid in transmission of EKG from an ambulance in-route to local medical facilities.
2. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

FUNDING FACTORS:

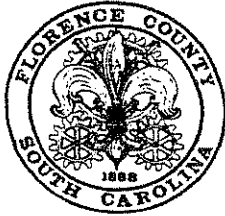
1. \$20,192 = Total funds distributed by McLeod Health for equipment related to EKG transmission capability from an ambulance in-route to McLeod Regional Medical Center Emergency Department.

OPTIONS:

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

ATTACHMENTS:

Award Receipt from McLeod Health.



FLORENCE COUNTY GRANTS

Memorandum

To: Melissa Rowland, Treasurer's Department
From: Kathy N. Nephew, Grants
Date: December 14, 2009
Re: EMS EKG Transmit Local Hospitals

Grant # 4323

Accounting:

Revenue 141-341-331-816-4323 cr \$20,192.00

Expense 141-451-823-000- xxxx dr

McLeod Health

The Choice for Medical Excellence.

P.O. Box 100551, Florence, SC 29501-0551

CHECK NO.
10224916

67-776/532
25090

DATE
12/11/09

CHECK AMOUNT
*****\$20,192.00

PAY *Twenty thousand one hundred ninety two and 00/100 Dollars*

TO THE ORDER OF

FLORENCE COUNTY EMS
180 N IRBY STREET
FLORENCE, SC 29501

VOID IF NOT CASHED
WITHIN 90 DAYS

D. Fulton Ewing III
Authorized Signature

Wachovia Bank, National Association
Florence, South Carolina

⑈0010224916⑈ ⑆053207766⑆ 2079080071444⑈

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Reports to Council
Grant Award Honda South Carolina Mfg., Inc.

DEPARTMENT: Florence County Library
Grants Department

ISSUES UNDER CONSIDERATION:

Accept a grant award in the amount of \$5,000 from Honda South Carolina Mfg., Inc. for books and other library materials for the Timmons ville Library.

POINTS TO CONSIDER:

1. The Florence County Library System will utilize the Honda South Carolina Mfg., Inc. grant to cover costs associated with purchase of books and other library materials earmarked for the Timmons ville Library.
2. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

FUNDING FACTORS:

1. \$5,000 = Total amount of funds distributed by Honda South Carolina Mfg., Inc. earmarked for the Timmons ville Library.

OPTIONS:

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

ATTACHMENTS:

Award Receipt from Honda South Carolina Mfg., Inc.

HONDA

Honda of South Carolina Mfg., Inc.
1111 Honda Way
Timmons ville, SC 29161-9421
Phone: (843) 346-8000
Fax: (843) 346-8101

December 11, 2009

Ray McBride
Florence County Library System
509 S. Dargan Street
Florence, SC 29506

Dear Mr. McBride:

Enclosed is a check for \$5,000 to help with the cost of children's books for the new Timmons ville Library. Honda values education and the various programs offered by the Florence County Library System.

We appreciate the many services you provide to the citizens of the Pee Dee region, and especially for our youth. We look forward to the Grand Opening of the new Timmons ville Library on February 7th!

Sincerely,



Emily C. Myers
Philanthropic Committee
Chairperson

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the Public Works heavy equipment bid development and evaluation committee.

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION: Approve award of Bid # 08-09/10 to Stryker Medical, Portage, MI in the amount of \$11,803.96 for an ambulance cot for the Johnsonville Rescue Squad; to be funded from grant funds, with the required matching funds provided by Johnsonville Rescue Squad (*4 Compliant Bids*).

POINTS TO CONSIDER:

- 1) Bid #08-09/10 was publicly offered.
- 2) Four (4) compliant bids were received.
- 3) Stryker Medical, Portage, MI was the lowest compliant bidder for the ambulance cots.
- 4) Johnsonville Rescue Squad recommends the award.
- 5) The bid expires January 31, 2010.

FUNDING FACTORS:

- 1) \$11,803.96 = Total cost of the ambulance cot to be funded from an EMS grant-in-aid and the required matching funds provided by the Johnsonville Rescue Squad.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Letter of recommendation from Johnsonville Rescue Squad.

Johnsonville Rescue Squad
 Ambulance Cot & Related Items
 Invitation-to-Bid #08-09/10

Bid Opening Date: November 24, 2009
 Time: 11:00 AM
 Advertised Date: MN-11/15/09 SCBO-11/16/09
 Invitations to Bids Distributed: 4
 Bid Expiration Date: 1/31/2010

Name of Bidder	Base Bid	Bid Security	Meet Bid Requirements	Total Bid	Total Non-Local (+2%)
Stryker Portage, MI	\$11,803.96	N/A	Yes	\$11,803.96	
Moore Medical LLC Farmington, CT	\$12,576.16	N/A	Yes	\$12,576.16	
Southeastern Emergency Equipment Wake Forest, NC	\$12,914.61	N/A	Yes	\$12,914.61	
Bound Tree Medical LLC Dublin, OH	\$13,191.59	N/A	Yes	\$13,191.59	

Notes:
 2% Local Preference Florence County Code, Section 11-62

JOHNSONVILLE RESCUE SQUAD
P.O. BOX 1021
JOHNSONVILLE, S.C. 29555
PHONE 843-386-2522 or 843-319-5663

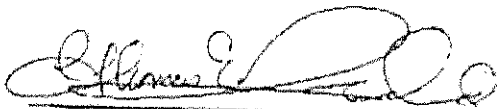
December 16, 2009

Mazie Abraham
Florence County Purchasing Office
Florence, S.C.

Dear Ms. Abraham:

I am recommending that Bid #08-09/10 for an ambulance cot and related items be awarded to the low bidder, Stryker.

Thanks,



Thomas E. Redmond, Chief

TER:ser

FLORENCE COUNTY COUNCIL MEETING

January 14, 2009

AGENDA ITEM: Reports to Council
Surplus Property

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

Authorize the sale of vehicle #927, a 2005 Ford Five Hundred, to Johnsonville Fire District in the amount of \$1,000.

POINTS TO CONSIDER:

1. Johnsonville Fire District has requested the purchase of vehicle #927, a 2005 Ford Five Hundred in the amount of \$1,000.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.

OPTIONS:

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

ATTACHMENTS:

Florence County Surplus Property Request Form.

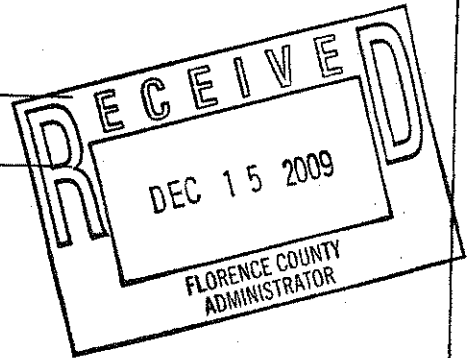
FLORENCE COUNTY SURPLUS PROPERTY REQUEST

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

Property Identification Number: 10927
Year: 2005
Make: FORD
Model: Five Hundred
Mileage: 111,735

IDENTIFICATION OF VEHICLE OR MOTORIZED PROPERTY CURRENTLY IN SERVICE ASSIGNED TO DEPARTMENT:

Department: _____
Property Identification Number: _____
Year: _____
Make: _____
Model: _____
Mileage: _____



General Condition of Property: (body, interior, mechanical, etc.-fair, good, excellent) _____

Signature [Handwritten Signature] 12-15-09
Department Head/Elected/Appointed Official Or Authorized Designee Date

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

Declaration of ninety-six (96) outdated radios as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

1. Attached listing of radios is recommended to be declared surplus by the using department, including assorted cabling, mounting brackets, microphones and other related items.
2. The radios have little or no value or are obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.

FUNDING OPTIONS:

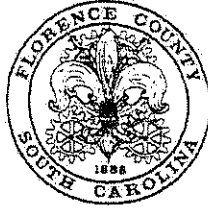
\$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

OPTIONS:

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

ATTACHMENTS:

1. Correspondence dated December 30, 2009 from Dusty Owens, Emergency Management Director.
2. List of radios.



FLORENCE COUNTY
Emergency Management

December 30, 2009

Reference: Surplus Property

This letter constitutes a written request that Florence County Council declares as surplus a total of ninety-six (96) radios (with assorted cabling, mounting brackets, microphones, and other related items) and authorizes sale or disposal of these items. These radios are various obsolete UHF models manufactured by General Electric and have been out of service since Florence County went to an 800 MHZ radio system in 1993.

These radios are not currently listed on the county property book. Until recently these radios were stored at the Sheriff's Office Impound Lot and on the 3rd floor of the City-County Complex. Currently they are stored in the Emergency management Annex in Effingham, SC.

Dusty Owens
Director
Emergency Management Department

DEPARTMENT	RADIO SERIAL #	MODEL	MAKE
FCSO	6071972	MC65KEU88A	GE
FCSO	6071975	MC65KEU88A	GE
FCSO	6071970	MC65KEU88A	GE
FCSO	6071977	MC65KEU88A	GE
FCSO	6071967	MC65KEU88A	GE
FCSO	6071966	MC65KEU88A	GE
FCSO	6071992	MC65KEU88A	GE
FCSO	6071994	MC65KEU88A	GE
FCSO	4091980	MC65KEU88A	GE
FCSO	5170116	MC65KEU88A	GE
FCSO	6071974	MC65KEU88A	GE
FCSO	4063664	MC65KEU88A	GE
FCSO	6071998	MC65KEU88A	GE
FCSO	432857	MC65KEU88A	GE
FCSO	4110833	MC65KEU88A	GE
FCSO	4063673	MC65KEU88A	GE
FCSO	6071999	MC65KEU88A	GE
FCSO	5100107	MC65KEU88A	GE
FCSO	4110826	MC65KEU88A	GE
FCSO	6071995	MC65KEU88A	GE
FCSO	9273202	MC65KEU88A	GE
FCSO	4110828	MC65KEU88A	GE
FCSO	5280102	MC65KEU88A	GE
FCSO	4110835	MC65KEU88A	GE
FCSO	6071993	MC65KEU88A	GE
FCSO	4063669	MC65KEU88A	GE
FCSO	5100108	MC65KEU88A	GE
FCSO	4063660	MC65KEU88A	GE
FCSO	6390320	MC65KEU88A	GE
FCSO	4063676	MC65KEU88A	GE
FCSO	4063671	MC65KEU88A	GE
FCSO	4063657	MC65KEU88A	GE
FCSO	7081715	MC65KEU88A	GE
FCSO	4110832	MC65KEU88A	GE
FCSO	4110831	MC65KEU88A	GE
FCSO	4063677	MC65KEU88A	GE
FCSO	6071997	MC65KEU88A	GE
FCSO	6072000	MC65KEU88A	GE
FCSO	6071996	MC65KEU88A	GE
FCSO	4063670	MC65KEU88A	GE
FCSO	4110830	MC65KEU88A	GE
FCSO	5280103	MC65KEU88A	GE

DEPARTMENT	RADIO SERIAL #	MODEL	MAKE
FCSO	5170118	MC65KEU88A	GE
FCSO	25846-6	MC65KEU88A	GE
FCSO	50378-2	MC65KEU88A	GE
FCSO	25846-3	MC65KEU88A	GE
FCSO	25846-18	MC65KEU88A	GE
FCSO	25846-9	MC65KEU88A	GE
FCSO	28612-4	MC65KEU88A	GE
FCSO	25846-4	MC65KEU88A	GE
FCSO	25846-11	MC65KEU88A	GE
FCSO	25846-12	MC65KEU88A	GE
FCSO	25846-16	MC65KEU88A	GE
FCSO	25846-2	MC65KEU88A	GE
FCSO	28612-3	MC65KEU88A	GE
FCSO	25846-5	MC65KEU88A	GE
FCSO	25846-5	MC65KEU88A	GE
FCSO	25846-1	MC65KEU88A	GE
FCSO	25846-10	MC65KEU88A	GE
FCSO	50378-1	MC65KEU88A	GE
FCSO	28642-2	MC65KEU88A	GE
FCSO	25846-14	MC65KEU88A	GE
FCSO	25846-8	MC65KEU88A	GE
FCSO	25846-13	MC65KEU88A	GE
FCSO	9423658	MC65KEU88A	GE
FCSO	5280101	MC65KEU88A	GE
FCSO	5100109	MC65KEU88A	GE
FCSO	4110827	MC65KEU88A	GE
FCSO	4063661	MC65KEU88A	GE
FCSO	4063680	MC65KEU88A	GE
FCSO	5170117	MC65KEU88A	GE
FCSO	4063666	MC65KEU88A	GE
FCSO	4063672	MC65KEU88A	GE
FCSO	4063659	MC65KEU88A	GE
FCSO	6071973	MC65KEU88A	GE
FCSO	4063663	MC65KEU88A	GE
FCSO	4063658	MC65KEU88A	GE
FCSO	4063665	MC65KEU88A	GE
FCSO	4063667	MC65KEU88A	GE
FCSO	5170120	MC65KEU88A	GE
FCSO	4063674	MC65KEU88A	GE
FCSO	4110829	MC65KEU88A	GE
FCSO	5170115	MC65KEU88A	GE
FCSO	4063675	MC65KEU88A	GE

DEPARTMENT	RADIO SERIAL #	MODEL	MAKE
FCSO	5170122	MC65KEU88A	GE
FCSO	4063662	MC65KEU88A	GE
FCSO	5100105	MC65KEU88A	GE
FCSO	5100104	MC65KEU88A	GE
FCSO	4063678	MC65KEU88A	GE
FCEMS	K-16059	L43GGB-1030A	MOTOROLA
FCEMS	H-56014	L43GGB-3100A	MOTOROLA
FCEMS	14001250	MT76TDS66	GE
FCEMS	130104	MT76TDS66	GE
FCEMS	9340162	MT76TDS66	GE
FCEMS	1412035	MT76TDS66	GE
FCEMS	UG147E	T73RIN31908W31AB	MOTOROLA

FLORENCE COUNTY COUNCIL MEETING

January 14, 2010

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:

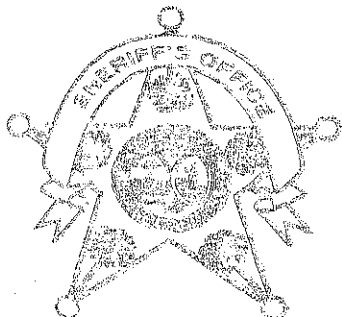
\$42,336 = Total cost of eight (8) digital in-car cameras to be funded from the Justice Assistance Grant (JAG) award # 1GS09183.

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.



FLORENCE COUNTY SHERIFF'S OFFICE

Kennedy 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



communications

Mobile-Vision, Inc.
90 Fanny Road
Boonton, NJ 07006
Tel: (800) 336-8475 (973) 263-1090 Fax: (973) 257-3024
www.L-3com.com/mv

December 9, 2009

Barbara Coker
Florence County Sheriff's Office
6719 Friendfield Road
Effingham, SC 29541

RE: Sole Source Letter

The L-3 Communications Mobile-Vision, Inc. Flashback and Flashback2 DVR along with AirVision, CycleVision and Interview Room products and all associated spare parts and accessories are designed and manufactured exclusively by L-3 Communications Mobile-Vision, Inc. and are not available from another source. In addition, all Extended Warranty services, repair and warranty claims are managed exclusively by L-3 Mobile-Vision. Any work performed by non-authorized personnel will void all warranties and claims.

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 Flashback2 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. All of the Digital Evidence Pro, Tracker and Viewer modules enable the following exclusive, sole source capabilities:

- Intelligent Wireless Transfer™ (Patent Pending)
- Automated Intelligent Volume Management™ (Patent Pending)
- Case Management Features

Please call me if you have any questions or need additional information.

Sincerely,

Barbara J. De Gregoriis/ISR

Florence County Council Meeting
January 14, 2010

AGENDA ITEM: Other Business
Infrastructure Project
Council Districts 3, 6 and 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure From Council Districts 3, 6, and 7 Infrastructure Funding Allocations In A Total Amount Estimated At \$7,300 (Approximately \$2,433.33 From Each District) To Assist Francis Marion Recreation Athletic Park With The Extension Of The Backstop On The Dixie Boys Field From 20 Feet To 30 Feet and Painting The Concessions Building.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance Fee _____ Utility

Requested by Councilmember:

Amount: \$2,433.33

Amount: \$2,433.33

Signed: verbally approved – signature pending
Alphonso Bradley

Signed: verbally approved – signature pending
Russell W. Culberson

Amount: \$2,433.33

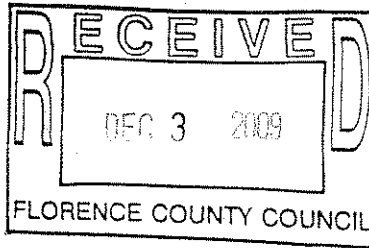
Signed: verbally approved – signature pending
Waymon Mumford

ATTACHMENTS:

1. Copy Of The Request From Francis Marion Recreation.

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



Dear Councilmen,

The Francis Marion Park would like to request help with the following projects:

-We would like to extend the backstop on our Dixie Boys field from 20 feet to 30 feet. The reason being is with limited parking at our park People have to park close to this field. The 20' backstop does not stop a lot of foul balls. These balls end up hitting the cars and breaking windshields and putting dents in these cars. Our board thinks that a higher backstop would help with stopping this.

-We would also like assistance in painting our building. The building has been painted over the years. One time, water based paint would be used and the next an oil based paint would be used. This has caused the building to start peeling and it looks bad for the park. The building needs to be scraped and painted along with the concrete flooring on the outside.

As President of the Francis Marion Board I would like to ask you to help us financially with these projects to have a better looking and safer park for our kids to play at. Thanking you in advance for your consideration and support.

Sincerely,

A handwritten signature in cursive script that reads "Chris Eason".

Chris Eason, President
Francis Marion Park

Florence County Council Meeting
January 14, 2010

AGENDA ITEM: Other Business
Utility Project
Council District 9


DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure From Council District 9 Utility Funding Allocation In An Amount Up To \$3,735 To Assist With The Pine Needles Widening Project Piping Along A Portion Of South Ebenezer Road.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
XXX Utility

Signed: 
Requested by Councilmember: H. Morris Anderson

Date: 12/9/09

ATTACHMENTS:

None.

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

Connie Y. Haselden, Clerk to Council