

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, MARCH 18, 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. MINUTES:

MINUTES OF THE FEBRUARY 18, 2010 REGULAR MEETING [1]
Council Is Requested To Approve The Minutes Of The February 18, 2010
Regular Meeting Of County Council.

VI. PUBLIC HEARINGS: [13]

Council will hold public hearing on the following:

A. ORDINANCE NO. 28-2009/10

An Ordinance Authorizing The Issuance And Sale Of Florence County, South Carolina, Special Source Revenue Bonds (H. J. Heinz, Monster, And MIT Projects), Series 2010, In The Principal Amount Of \$3,000,000; The Application Of The Proceeds Of Said Bonds To Reimburse The County For Expenditures Previously Made By The County With Respect To Economic Development Projects In The County; And Other Matters Relating Thereto.

B. ORDINANCE NO. 29-2009/10

An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The General Election And Associated Primaries And Runoffs Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

VII. APPEARANCES:

None.

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

Justice & Public Safety

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

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. 20-2009/10 [14]
A Resolution Authorizing The Submission Of An Application To The Office Of Senator Lindsey Graham For A FY2011 Appropriation Request For The Florence County IT Homeland Security Project.

B. RESOLUTION NO. 21-2009/10 [16]
A Resolution Authorizing The Submission Of An Application To The State Of South Carolina Community Development Block Grant (CDBG) Program Under The Business Development Grant Program For Sewer And Road Improvements For McCall Farms.

C. RESOLUTION NO. 22-2009/10 [18]
A Resolution Authorizing The Submission Of An Application To The State Of South Carolina Department Of Transportation (SC DOT) Under The Enhancement Outreach Grant Program For Sidewalk Improvements For Morris Street In Lake City.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 13-2009/10 [20]
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.*)

2. **ORDINANCE NO. 21-2009/10 – DEFERRAL** [53]
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.
3. **ORDINANCE NO. 22-2009/10 – DEFERRAL** [78]
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.
4. **ORDINANCE NO. 23-2009/10 – DEFERRAL** [105]
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.
5. **ORDINANCE NO. 26-2009/10** [115]
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)
6. **ORDINANCE NO. 27-2009/10** [126]
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)

B. SECOND READING

1. ORDINANCE NO. 28-2009/10 [137]

An Ordinance Authorizing The Issuance And Sale Of Florence County, South Carolina, Special Source Revenue Bonds (H. J. Heinz, Monster, And MIT Projects), Series 2010, In The Principal Amount Of \$3,000,000; The Application Of The Proceeds Of Said Bonds To Reimburse The County For Expenditures Previously Made By The County With Respect To Economic Development Projects In The County; And Other Matters Relating Thereto.

2. ORDINANCE NO. 29-2009/10 [178]

An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The General Election And Associated Primaries And Runoffs Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

C. INTRODUCTION

ORDINANCE NO. 30-2009/10 [192]

An Ordinance To Zone Property Owned By KAT-ROX LLC, Located At Pamplico Highway And South Flanders Road, Florence County To PD 2010-01, Planned Development District Shown On Florence County Tax Map No. 90147, Block 03, Parcel 66, Consisting Of Approximately 22.08 Acres.

(Planning Commission approved 9 – 0.) (Council District 5)

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. MONTHLY FINANCIAL REPORTS [207]

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

2. S C DEPARTMENT OF TRANSPORTATION ENHANCEMENT GRANT [213]

Approve A Cash Match In An Amount Up To \$30,000 For A South Carolina Department Of Transportation Enhancement Grant For The Stabilization Of Red Doe Plantation Historic Structure Previously Approved By Council, From Fund 61.

B. ECONOMIC DEVELOPMENT

GRIST MILL, LLC – OPTION TO PURCHASE REAL ESTATE [216]

Authorize the County Council Chairman To Execute An Option To Purchase Real Estate For Property Owned By Grist Mill, LLC For The Development Of An Industrial Park In The Amount Of \$5,000.

C. PROCUREMENT

DECLARATION OF SURPLUS PROPERTY [227]

Declare Seven (7) Vehicles And One (1) Pick Up As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

D. PUBLIC WORKS

AWARD BID #16-09/10 [229]

Award Bid #16-09/10 For A Motorgrader To Blanchard Machinery Company, Florence, SC In The Amount Of \$221,189.40 (*FY10 Budgeted Funds – 1 Compliant Bid*).

E. SHERIFF OFFICE

1. AWARD BID #10-09/10 [232]

Approve Award Of Bid #10-09/10 For The Replacement Of Security Ceiling Tiles At The Florence County Law Enforcement Center In The Amount Of \$28,145 To Preferred Construction Company, Inc., Columbia, SC To Be Funded From FY10 Departmental Funds. (*2 compliant bids*)

2. AWARD BID #11-09/10 [235]
 Approve Award Of Bid #11-09/10 For The Construction Of A Metal Storage Building At The Florence County Law Enforcement Center (LEC) To Tungsten Corporation, Conway, SC In The Amount Of \$25,200 To Be Funded Form Proceeds From The Sale Of The Propane Tank At The LEC Previously Approved By Council. *(6 compliant bids)*

3. AWARD BID #15-09/10 [239]
 Approve Award Of Bid #15-09/10 For The Replacement Of The Existing Chillers At The Florence County Law Enforcement Center To Cayce Company, Florence, SC In The Amount Of \$417,700 To Be Funded From The Energy Efficiency Conservation Block Grant (EECBG) And Five Year Annual Maintenance In The Amount Of \$24,375 (\$4,875 Annually) To Be Funded In The Department's Annual Budget, Contingent Upon Execution Of A Final Contract. *(3 compliant bids)*

4. TOWN OF OLANTA [243]
 Accept From The Town Of Olanta Three (3) M-4 Rifles And Thirty-Six (36) Boxes Of Ammunition In Exchange For A \$2,500 Credit Against The Inmate Per Diem Balance Outstanding.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. TOWN OF PAMPLICO [246]
 Declare Vehicles #V0897 A 2004 Ford F150 And #V0943 A 2005 Crown Victoria As Surplus; Authorize The Sale Of The Vehicles To The Town Of Pamplico In The Amount Of \$5,200 (\$4,200 And \$1,000 Respectively); And Approve The Expenditure Of Up To \$5,200.00 From Council District 2 Infrastructure Funding Allocation For The Purchase Of The Vehicles For The Town Of Pamplico.

2. FLORENCE SCHOOL DISTRICT 2 [250]
 Declare Two (2) Vehicles (V#0981 And V#0983) 2006 Chevy Impalas As Surplus; Authorize The Sale Of The Vehicles To Florence School District 2 In The Amount Of \$1,000 each (\$2,000 Total); And Approve The Expenditure Of Up To \$2,000.00 From Council District 2 Infrastructure Funding Allocation For The Purchase Of The Vehicles For The School District.

3. SAVANNAH GROVE ATHLETIC PARK [253]

Approve The Expenditure Of Up To \$10,000.00 From Council Districts 3, 4, 5, and 9 Infrastructure Funding Allocations (\$2,500 From Each District) For The Installation Of Lighting In The Parking Area Of The Savannah Grove Athletic Park.

4. TIMMONSVILLE RESCUE SQUAD [254]

Approve The Expenditure Of Up To \$5,400.00 From Council District 4 Infrastructure Funding Allocation To Provide Assistance To The Timmons ville Rescue Squad With Replacing Air Conditioning At The Office.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

TRACES SUBDIVISION [256]

Approve The Expenditure Of Up To \$55,965.25 From Council District 9 RSMF Funding Allocations To Pay For Reclaiming And Resurfacing Traces Subdivision.

C. UTILITY

None submitted at the time of publication of the Agenda.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA:

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.

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the February 18, 2010 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, FEBRUARY 18, 2010, 9:00 A.M., COUNCIL CHAMBERS
ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

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

ALSO PRESENT:

Carlie Gregg, Public Works Director
Kevin V. Yokim, Finance Director
Robert Franks, IT Director
Ryon Watkins, EMS Director
Kevin Griffin, Planning & Building Department Director
Ray McBride, Library Director
David Alford, Voter Recreation/Elections 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 February 17, 2010 edition of the MORNING NEWS. Copies of the agenda were faxed to members of the media and posted in the lobby of the City-County Complex, the Doctors Bruce and Lee Foundation Public Library, and on the County's website (www.florenceco.org).

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

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council approve the minutes of the January 14, 2010 regular meeting of County Council. Councilman Rodgers seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There were no public hearings required, scheduled, or held.

APPEARANCES:

SHERIFF KENNEY BOONE

Chairman Smith recognized Sheriff Kenney Boone, Who Announced That The Law Enforcement Complex Installed An Alarm To Alert Residents Of The Escape Of An Inmate. The Alarm Was Scheduled To Be Tested At 10 A.M. Today And Would Be Tested For 60 Seconds Every Third Thursday Of The Month At 10 A.M.

HOLLY YOUNG BEAUMIER, DIRECTOR – FLORENCE CVB

Mrs. Beaumier, Director Of The Florence Convention & Visitors Bureau (CVB) Provided Council With A Presentation Regarding A Regional Tourism Product Development Plan As It Relates To Florence County. Mrs. Beaumier stated several other counties experienced a decrease in accommodations tax receipts but Florence County experienced an increase of 1.7%.

MAYOR STEVE DUKES – CITY OF JOHNSONVILLE

Mayor Dukes Appeared Before Council To Discuss Possible Funding Of A Tourism Project For The City Of Johnsonville. Mayor Dukes unveiled a model of a statue that was being prepared to mark a historical trail in the Johnsonville area in honor of Francis Marion, the "Swamp Fox." He requested Council's consideration of partnering with the City of Johnsonville on the project.

SHARON M. TAYLOR

Mrs. Taylor Appeared Before Council To Request Favorable Consideration Of The Rezoning Requests for 3508 and 3514 James Turner Road (Ordinance No. 26-2009/10 and Ordinance No. 27-2009/10).

KEVIN V. YOKIM – FINANCE DEPARTMENT DIRECTOR

Mr. Yokim Appeared Before Council To Announce An Award By The South Carolina Counties Workers' Compensation Trust (SCCWCT) To Florence County. Florence County Earned The 2009 Outstanding Safety Achievement Award, As A Direct Result Of The Work Of The Vehicle Collision Review Board (A 6 Member Board Comprised Of Billy Sweat, Co-Chair - Central Dispatch, John Lee McWhite, Co-Chair – Public Works, Mike Owens – Recreation, Eddie Parnell – EMS, Genevieve Eaddy – Magistrate Office, and Jeff Thomas – Planning Department), As Well As Tony Lewis, the Florence County Risk Manager and His Staff Person, Wendy Harrell. Councilman Mumford (Who Serves On The SCCWCT Board) Commended Tony Lewis, the VCR Board, staff, and County Administrator Richard Starks For A Job Well Done In Improving Safety. He Stated When the SCCWCT Board Reviewed Information On All 46 Counties Across The State that Florence County Had Made a Tremendous Improvement. As a Result, Insurance Rates Would Be Reduced Thanks To The Improved Safety Measures The County Implemented.

COMMITTEE REPORTS:

COMMITTEE ON PUBLIC SERVICE & COUNTY PLANNING

Committee Chairman Schofield Stated The Committee Met Prior To The Regular Meeting To Discuss Ordinance No. 13-2009/10 (Abatement Of Unsafe Structures) And Voted To Move The Amended Ordinance To The County Council Agenda For Third Reading Consideration At The March 18th Meeting.

RESOLUTIONS:

RESOLUTION NO. 16-2009/10

The Clerk published the title of Resolution No. 16-2009/10: A Resolution Authorizing The Submission Of An Application To The Office Of Senator Lindsey Graham For A FY2011 Appropriation Request To Provide Mobile Data Units (MDU) To Allow Access To The National Database And Other Information Systems And To Provide Motorcycles To Assist With Drug Interdiction Along I-95 And For Escort Duties; And Authorize The County Administrator To Increase The Fleet. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Schofield seconded the motion, which was approved unanimously.

RESOLUTION NO. 17-2009/10

The Clerk published the title of Resolution No. 17-2009/10: A Resolution Making Application To The State Budget And Control Board Of South Carolina For Approval Of The Issuance By Florence County, South Carolina, Of Special Source Revenue Bonds (H.J. Heinz, Monster, And MIT Project) In One Or More Series Of Bonds, Pursuant To The Provisions Of Title 4, Chapter 29 Of The Code Of Laws Of South Carolina 1976, As Amended, In The Principal Amount Of Not Exceeding \$3,000,000. Councilman Culberson made a motion Council approve the Resolution as presented. Councilman Rodgers seconded the motion, which was approved unanimously.

RESOLUTION NO. 18-2009/10

The Clerk published the title of Resolution No. 18-2009/10: A Resolution Authorizing The Submission Of An Application To The South Carolina Department Of Public Safety For A FY2011 Office Of Highway Safety Grant To Enhance The Five Member P.A.C.E. Team And Patrol Capabilities In An Effort To Reduce Speeding, Reduce DUI, And Prevent Traffic Collisions, Injuries And Fatalities In Florence County. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Bradley seconded the motion, which was approved unanimously.

RESOLUTION NO. 19-2009/10

The Clerk published the title of Resolution No. 19-2009/10: A Resolution Authorizing The Submission Of An Application To The Office Of Congressman James E. Clyburn For A FY2011 Funding Allocation To Provide Advanced Firewall Protection For The County Computer Network System To Assist With The Prevention Of Viruses And Attacks By Outside Sources. Councilman Rodgers made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 25-2008/09

The Clerk published the title of Ordinance No. 25-2008/09: 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. Councilman Anderson made a motion Council approve third reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 21-2009/10 – THIRD READING DEFERRED

The Chairman stated third reading of Ordinance No. 21-2009/10 would be deferred: 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 – THIRD READING DEFERRED

The Chairman stated third reading of Ordinance No. 22-2009/10 would be deferred: 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 – THIRD READING DEFERRED

The Chairman stated third reading of Ordinance No. 23-2009/10 would be deferred: 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. 25-2009/10 – THIRD READING

The Clerk published the title of Ordinance No. 25-2009/10: 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. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 26-2009/10 – SECOND READING

The Clerk published the title of Ordinance No. 26-2009/10: 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. Councilman Anderson made a motion Council approve second reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 27-2009/10 – SECOND READING

The Clerk published the title of Ordinance No. 27-2009/10: 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. Councilman Rodgers made a motion Council approve second reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 28-2009/10 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 28-2009/10 and the Chairman declared the Ordinance introduced by title only: An Ordinance Authorizing The Issuance And Sale Of Florence County, South Carolina, Special Source Revenue Bonds (H.J. Heinz, Monster, And MIT Projects), Series 2010, In The Principal Amount Of \$3,000,000; The Application Of The Proceeds Of Said Bonds To Reimburse The County For Expenditures Previously Made By The County With Respect To Economic Development Projects In The County; And Other Matters Relating Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS

Council unanimously approved the Recommendation Of The Pee Dee Mental Health Center Board Of Directors For The Submission Of The Following Individuals For Appointment/Re-Appointment To The Board Representing Florence County With Appropriate Expiration Terms: Dr. Gregory V. Browning – Seat 2, John Lochart – Seat 5, Dr. Cecilia Farina-Morin – Seat 4 And Nadine Livingston – Seat 8.

FLORENCE COUNTY MUSEUM BOARD

Council unanimously appointed Dewey Ervin, Jr. to represent Council District 4 on the Florence County Museum Board with appropriate expiration term.

REPORTS TO COUNCIL:

ADMINISTRATION

ACCEPT RURAL DEVELOPMENT ACT FUNDING

Councilman Mumford made a motion Council Authorize Acceptance Of Rural Development Act (RDA) Funding In The Amount Of \$65,000 From Pee Dee Electric Cooperative For Future Infrastructure Improvements At The Pee Dee Touchstone® Energy Commerce Center. Councilman Culberson seconded the motion, which was approved unanimously. Chairman Smith expressed appreciation to Toy Nettles and the Pee Dee Electric Board for being the consummate corporate citizen.

FLORENCE COUNTY FORWARD SCOPE APPROVAL

Councilman Mumford made a motion Council Approve The Scopes Of The Following Florence County Forward Component Projects: 1) Project No. 4/TV Road Widening – Installation Of Sidewalks As Recommended By SCDOT; And 2) Project No. 5/SC 51 Widening – To Be Established As A Five (5) Lane Design. Councilman Kirby seconded the motion, which was approved unanimously.

MONTHLY FINANCIAL REPORTS

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

EMERGENCY MANAGEMENT DEPARTMENT

AWARD OF BID #12-09/10

Councilman Rodgers made a motion Council Approve Award Of Bid #12-09/10 For A 2010 2500 Series Truck With Crew Cab To Modern Chevrolet, Winston Salem, NC In The Amount Of \$26,140.56 For The Emergency Management Department To Be Funded From FY10 Departmental Funds. Councilman Culberson seconded the motion, which was approved unanimously.

EMERGENCY MEDICAL SERVICES (EMS)

AUTHORIZATION TO PROCURE EQUIPMENT

Councilman Rodgers made a motion Council Authorize Procurement Of Compatible Software And Hardware Necessary To Transmit Electrocardiograms (EKGs) From The Field To McLeod Regional Medical Center And/Or Carolinas Hospital System By The Emergency Medical Services Department From Philips Healthcare In The Amount Of \$33,037 And General Devices In The Amount Of \$13,347, To Be Funded From FY10 Budgeted Funds And McLeod Hospital And Carolinas Hospital System Donations. Councilman Mumford seconded the motion, which was approved unanimously.

AUTHORIZATION TO PURCHASE UPGRADES

Councilman Anderson made a motion Council Authorize The Procurement Of Compatible Software And Accessory Upgrades For Fourteen (14) Philips MRx Cardiac Monitors In Emergency Medical Services Department From Philips Healthcare In The Amount Of \$53,913, To Be Funded From FY10 Budgeted Funds. Councilman Mumford seconded the motion, which was approved unanimously.

PROCUREMENT DEPARTMENT

AWARD BID #13-09/10

Councilman Ard made a motion Council Approve The Award of Bid #13-09/10 For The Johnsonville High School Storm Drainage Project To Mid Atlantic Drainage, Gallivants Ferry, SC In The Amount Of \$32,501; Funded By South Carolina Department Of Transportation (SC DOT) Under The C Funds Program. Councilman Anderson seconded the motion, which was approved unanimously.

DECLARATION OF SURPLUS PROPERTY

Councilman Ard made a motion Council Declare Nine (9) Vehicles, One (1) Pick-Up Truck, One (1) Van, And One (1) Dump Truck As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Anderson seconded the motion, which was approved unanimously.

PUBLIC WORKS DEPARTMENT

AWARD RFP #07-09/10

Councilman Anderson made a motion Council Award RFP #07-09/10 For The Design-Build Of The Office Addition At Environmental Services To GBD Construction, LLC, Florence, South Carolina In The Amount Of \$138,277.96. Councilman Mumford seconded the motion, which was approved unanimously.

SHERIFF OFFICE

AUTHORIZE PROCUREMENT OF GUNS

Councilman Anderson made a motion Council Authorize The Procurement Of Glock Guns On State Contract From Lawmen's, Raleigh, NC In The Amount Of \$81,043 For The Florence County Sheriff Office And Declare Surplus And Approve The Trade-In Of Used Glock Guns To Lawmen's In The Amount Of \$43,215, For A Net Amount Of \$37,828 To Be Funded From The Florence County Sheriff Office Seized Auction Proceeds. Councilman Rodgers seconded the motion, which was approved unanimously.

TREASURER'S OFFICE – DELINQUENT TAX DIVISION

QUARTERLY REPORTS

Pursuant To The Policies Approved September 17, 1998 And Amended June 5, 2003, The Florence County Treasurer's Office, Delinquent Tax Division Provided Council With Quarterly Reports On Properties Coded "I" For Investigation And Tax Notices Processed As Nulla Bona As An Item For The Record.

OTHER BUSINESS:

INFRASTRUCTURE FUND

TOWN OF PAMPLICO

Councilman Ard made a motion Council Approve The Expenditure Of Up To \$6,599.00 From Council District 2 Infrastructure Funding Allocation To Assist The Town Of Pamplico With The Replacement Of Three (3) Older Heating/Cooling Units At Its Court/Council Chamber Room, Fire Chief/Public Works Director's Offices And Fire Vehicle's Storage Areas. Councilman Kirby seconded the motion, which was approved unanimously.

SENIOR CITIZENS ASSOCIATION

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$2,214.04 From Council Districts 3 and 7 Infrastructure Funding Allocations (\$1,107.02 From Each District) To Assist The Senior Citizens Association With The Purchase/Installation Of A Double Fryer And Meat Slicer To Enhance Senior Services At The Leatherman Senior Center. Councilman Bradley seconded the motion, which was approved unanimously.

TIMMONSVILLE RESCUE SQUAD

Councilman Kirby made a motion Council Declare Vehicle #V0848 A 2003 Dodge Durango As Surplus; Authorize The Sale Of The Vehicle To The Timmons ville Rescue Squad In The Amount Of \$5,000; And Approve The Expenditure Of Up To \$5,000.00 From Council District 4 Infrastructure Funding Allocation For The Purchase Of The Vehicle For The Timmons ville Rescue Squad. Councilman Mumford seconded the motion, which was approved unanimously.

TOWN OF OLANTA

Councilman Rodgers made a motion Council Approve The Expenditure Of An Amount Estimated At \$4,900.00 From Council District 5 Infrastructure Funding Allocation To Install Wood Carpet In A Playground Area In A Town Of Olanda Community Park In Conjunction With A PRT Grant To The Town. Councilman Culberson seconded the motion, which was approved unanimously.

CITY OF FLORENCE

Councilman Schofield made a motion Council Approve The Expenditure Of Up To \$50,000.00 From Council District 8 Infrastructure Funding Allocation To Assist The City Of Florence With The Performance Of A Major Cleanup Of The Hallmark Ditch. Councilman Anderson seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

RESURFACING PROJECTS/DISTRICT 8

Councilman Schofield made a motion Council Approve The Expenditure Of Up To \$198,896.00 From Council District 8 RSMF/Utility Funding Allocations To Fund The Cost of 1½" Type C Hot Laid Asphalt for Berkeley Avenue #1, Berkeley Avenue #2, Linden Drive, Nottingham Drive, Canterbury Road, Windsor Road, Cardinal Circle, Raven Drive #1, Raven Drive #2, Partridge Circle, Hummingbird Road, and Pinckney Avenue. [Contingent upon acquiring Encroachment Permits from the proper Entities (SCDOT or City of Florence).] Councilman Rodgers seconded the motion, which was approved unanimously.

UTILITY FUNDING

TOWN OF SCRANTON

Councilman Rodgers made a motion Council Approve The Expenditure Of Up To \$40,000.00 From Council Districts 1, 2, and 5 Utility Funding Allocations (Approximately \$13,333.33 From Each District) To Assist The Town of Scranton With Matching Funds for a \$500,000 CDBG Grant to Provide Water in the Rural Areas. Councilman Ard seconded the motion, which was approved unanimously.

JOHNSONVILLE SENIOR CENTER

Councilman Ard made a motion Council Approve The Expenditure Of Up To \$1,610.00 From Council District 2 Utility Funding Allocation To Put Two (2) Loads (50 Tons) of MBC Stone at the Senior Citizens Center in Johnsonville, SC. Councilman Rodgers seconded the motion, which was approved unanimously.

The following items were additions to the agenda:

AWARD OF BID #14-09/10

Councilman Ard made a motion Council Approve The Award Of Bid #14-09/10 For A Used Fire/Rescue Pumper Truck For Hannah-Salem-Friendfield Fire District To Palmetto Fire Apparatus, Hardeeville, SC In The Amount Of \$61,000 To Be Funded From Previously Approved FY10 Funds. Councilman Kirby seconded the motion, which was approved unanimously.

DECLARE VEHICLE SURPLUS/AUTHORIZE SALE/INFRASTRUCTURE

Councilman Kirby made a motion Council Declare Vehicle #V0896 A 2004 Ford F150 As Surplus; Authorize The Sale Of The Vehicle To The Town Of Timmons ville In The Amount Of \$4,200; Approve The Expenditure Of Up To \$4,200.00 From Council District 4 Infrastructure Funding Allocation For The Purchase Of The Vehicle For The Town Of Timmons ville. Councilman Culberson seconded the motion, which was approved unanimously.

UTILITY FUNDING

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$25,000.00 From Council District 4 Utility Funding Allocation To Provide Emergency Assistance To The Town Of Timmonsville With Replacing Lift Station Pumps. Councilman Rodgers seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Anderson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss The Following: Contractual Matter Concerning Voter Registration/Election Commission Services, Pending Real Property Transactions; Legal Briefing, Sheriff Office Personnel Matter, And Contractual Matter Concerning The Florence Museum Corporation. Councilman Kirby seconded the motion, which was approved unanimously.

Council entered executive session at 10:03 a.m. Council reconvened at 10:43 a.m.

Subsequent to Executive Session, Council took the following actions (Councilman Culberson left the meeting during executive session and did not return to the main meeting):

PERSONNEL MATTER – SHERIFF OFFICE

Councilman Ard made a motion Council Approve A Personnel Item Requested By The Sheriff. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 29-2009/10 INTRODUCED

Councilman Mumford made a motion Council Approve Introduction and Published the Title for Ordinance No. 29-2009/10: An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The General Election And Associated Primaries And Runoffs Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto. Councilman Anderson seconded the motion, which was approved unanimously.

FLORENCE MUSEUM CORPORATION

Councilman Schofield made a motion Council Approve First Amendment To The Memorandum Of Understanding Between Florence County And The Florence Museum Corporation Dated September 9, 2008. Councilman Mumford seconded the motion, which was approved unanimously.

PROPERTY PURCHASE

Councilman Rodgers made a motion Council Approve The Purchase Of Approximately 13.4 Acres Of Tax Parcel No. 00192-03-007 From Wayne Lynch For \$80,000; \$30,000 Of That Amount To Be Funded From District Allocations From Each Of The Nine (9) Council Districts, Utility Allocations First And Infrastructure Second and \$50,000 to Come From Proceeds of the Sale of the Former Florence County Library Building. Councilman Kirby seconded the motion, which was approved unanimously.

PEE DEE AIR SHOW AND FESTIVAL

Councilman Mumford made a motion Council Approve \$9,900.00 To Come From The Hospitality Tax Fund To Assist With The Sponsoring Of The Pee Dee Air Show And Festival In June. Councilman Kirby seconded the motion, which was approved unanimously.

JOHNSONVILLE TOURISM PROJECT

Councilman Ard made a motion Council Approve \$30,000.00 From The Florence County Local Hospitality Fund In Support Of The Johnsonville Tourism Project In Relation To Francis Marion. Councilman Mumford seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 10:47 A.M.

H. MORRIS ANDERSON
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

ORDINANCE NO. 28-2009/10

An Ordinance Authorizing The Issuance And Sale Of Florence County, South Carolina, Special Source Revenue Bonds (H. J. Heinz, Monster, And MIT Projects), Series 2010, In The Principal Amount Of \$3,000,000; The Application Of The Proceeds Of Said Bonds To Reimburse The County For Expenditures Previously Made By The County With Respect To Economic Development Projects In The County; And Other Matters Relating Thereto.

ORDINANCE NO. 29-2009/10

An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The General Election And Associated Primaries And Runoffs Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Resolution No. 20-2009/10

DEPARTMENT: Information Technology

ISSUE UNDER CONSIDERATION:

(Authorizing The Submission Of An Application To The Office Of Senator Lindsey Graham for a FY2011 Appropriation Request For The Florence County IT Homeland Security Project.)

POINTS TO CONSIDER:

1. The FY2011 appropriation will be used to provide an Ironport Spyware System, replacing the outdated existing system to aid the Information Technology Department by providing added technology for more efficient and effective Homeland Security and increased firewall protection.
2. The total project is estimated to cost \$50,000.
3. The funding does not require match funds.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 20-2009/10

Sponsor(s)/Department : County Council
Adopted: : March 18, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 20-2009/10

(Authorizing The Submission Of An Application To The Office Of Senator Lindsey Graham for a FY2011 Appropriation Request For The Florence County IT Homeland Security Project.)

WHEREAS:

1. The Office of Senator Lindsey Graham is authorized to make Appropriation Requests for local governments with identified homeland security programs needs/priorities in their community; and
2. The Information Technology Department has identified such needs and priorities and will submit an application for FY2011 Appropriations funds for a concentrated upgrade of the County's firewall system; and
3. The need identified is for an Ironport Spyware System to protect the County computer system, which includes the courts and law enforcement, achieving added technology for more efficient and effective Homeland Security operations and increased protection against internet related attacks; and
4. The total project cost is estimated to be \$50,000 and no matching funds by the County are required.

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

1. Florence County is authorized to submit an application for a FY2011 Appropriation Request to the Office of Senator Lindsey Graham in the amount of \$50,000 to provide for the purchase and installation of an Ironport Spyware System for the Florence County IT Department in an effort to further the County's initiatives to provide more efficient and effective Homeland Security operations and to increase protection against internet related attacks.
2. The County Administrator is authorized to execute all documents related to said application and to submit any and all necessary information in accordance with normal policy.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Resolution No. 21-2009/10

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

(Authorizing The Submission Of An Application To The State Of South Carolina Community Development Block Grant (CDBG) Program Under The Business Development Grant Program For Sewer And Road Improvements for McCall Farms.)

POINTS TO CONSIDER:

1. The grant will be used to provide public improvements through sewer improvements consisting of 4" to 8" force main and a pump station. In addition, road improvements will be constructed to provide turning lanes into the McCall Farms manufacturing facility.
2. The total project cost is estimated to be \$579,976.
3. The County will provide a fee-in-lieu of property taxes to McCall Farms to assist with their expansion. This amount will be considered as the County's local match.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 21-2009/10

Sponsor(s)/Department : Administration
Adopted : March 18, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 21-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing The Submission Of An Application To The State Of South Carolina Community Development Block Grant (CDBG) Program Under The Business Development Grant Program For Sewer And Road Improvements for McCall Farms.)

WHEREAS:

1. The State of South Carolina is authorized to make CDBG Grants to local governments with identified community and economic needs/priorities; and
2. McCall Farms is expanding its current operations and will create an additional 65 jobs. The company is also making \$30.5 Million Capital Investment; and
3. Florence County has indentified such needs and priorities, which involve public improvements through sewer improvements consisting of 4" to 8" force main and a pump station and road improvements will be constructed to provide turning lanes into the McCall Farms manufacturing facility; and
4. The total CDBG project cost is estimated to be \$579,976.

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

1. Florence County will submit an application for a Community Development Block Grant under the Business Development Grant program to facilitate the McCall Farms expansion efforts by providing sewer and road improvements.
2. Florence County will provide a fee-in-lieu of property taxes to McCall Farms to assist with its expansion. This amount will be considered as the County's local match.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Resolution No. 22-2009/10

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

(Authorizing The Submission Of An Application To The State Of South Carolina Department of Transportation (SCDOT) Under The Enhancement Outreach Grant Program For Sidewalk Improvements For Morris Street In Lake City.)

POINTS TO CONSIDER:

1. The grant will be used to provide public improvements consisting of piping of existing drainage ditches and installation of an extension to the Morris Street sidewalk in the City of Lake City in the amount of \$127,523.20.
2. The total project cost is estimated to be \$159,404.
3. The project will be administered by the South Carolina Department of Transportation.
4. The City of Lake City and Florence County will provide a match of \$15,940.40 *each* to assist with the project.
5. At its regular meeting of January 14, 2010, County Council approved funding from Council District 1 Infrastructure Funding Allocation to provide the matching funds for this project. The City of Lake City provided their portion of the matching funds on February 12, 2010.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 22-2009/10

Sponsor(s)/Department : Administration
Adopted : March 18, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 22-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing The Submission Of An Application To The State Of South Carolina Department of Transportation (SCDOT) Under The Enhancement Outreach Grant Program For Sidewalk Improvements For Morris Street In Lake City.)

WHEREAS:

1. The State of South Carolina is authorized to make Enhancement Grants to local governments with identified community and economic needs/priorities; and
2. Florence County has identified such needs and priorities, which will involve public improvements to Morris Street in Lake City; and
3. The public improvements will consist of piping existing drainage ditches and installation of sidewalks on Morris Street for the safety of pedestrians and bicyclists; and
4. Morris Street is a major incoming artery to the City of Lake City and a walking path for students coming to and from J. Paul Truluck Elementary School, Ron McNair Junior High School and Ward Memorial Football Stadium; and
5. The total SCDOT project cost is estimated to be \$159,404.

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

1. Florence County will submit an application for a Grant under the Enhancement Outreach Grant program to enhance safety of students and pedestrians by providing piping of existing drainage ditches and the installation of sidewalk improvements.
2. Florence County and the City of Lake City will each provide matching funds in the amount of 15,940.40 to assist with the project, which will be considered as the local match.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

Thursday, March 18, 2010

AGENDA ITEM: Ordinance No. 13-2009/10
Third Reading

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[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; All Council Districts)*

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts.
2. Considerable interest has been indicated regarding the negative effect of neglected buildings on the community.
3. Law enforcement agencies are often able to identify structures that contribute significantly to criminal activities in local communities.
4. County Council wishes to assist in addressing these concerns where dilapidated and unsafe structures exist.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 13-2009/10
2. Ordinance No. 13-2009/10 (Change from Planning Commission version shown in markup).
3. Ordinance No. 13-2009/10 w/final format.

Sponsor(s) : Planning Commission
 Planning Commission Consideration : May 26, 2009
 Planning Commission Public Hearing : March 24, 2009
 Planning Commission Recommendation : May 26, 2009[Approved 6-0]
 First Reading/Introduction : September 17, 2009
 Committee Referral : October 15, 2009
 Second Reading : October 15, 2009
 Third Reading : March 18, 2010
 Effective Date : Immediately

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

ORDINANCE NO. 13-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[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.]

WHEREAS:

1. Considerable interest has been indicated regarding the negative effect of neglected buildings on the community; and
2. Law enforcement agencies are often able to identify structures that contribute significantly to criminal activities in local communities; and
3. County Council wishes to assist in addressing these concerns where dilapidated and unsafe structures exist.

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

1. Florence County Code Chapter 21, Nuisances, Article II, Unsafe Structure Abatement, is hereby established with the language attached hereto and incorporated by reference.
2. Provisions in other Florence County Ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

 Connie Y. Haselden, Council Clerk

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

SIGNED:

 K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

CHAPTER 21

NUISANCES

ARTICLE II.

UNSAFE STRUCTURE ABATEMENT

DIVISION 1.

GENERALLY

Sec. 21-16. Title. These regulations shall be known as the *Unsafe Structure Abatement Code* of Florence County, hereinafter referred to as “this code.”

Sec. 21-17. Scope. The provisions of this ordinance shall apply to all residential and nonresidential structures and constitute minimum safeguards for structures, and facilities for life safety, safety from fire and other hazards; the responsibility of owners; the occupancy of existing structures, and for administration, enforcement and penalties. However, residential dwellings, barns and other structures which have historically been a part of a family farm operation are specifically exempted from this ordinance unless an official written complaint based on repeat illicit activities is received from a law enforcement agency having appropriate jurisdiction.

Sec. 21-18. Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures. Structures that do not comply with these provisions and which present a possibility of danger to public health, safety, or welfare shall be altered, repaired, removed, or demolished to provide a minimum level of health and safety as required herein.

Secs. 21-19. – 21-22. Reserved.

DIVISION 2.

APPLICABILITY

Sec. 21-23. General. The provisions of this code shall apply to all matters affecting or relating to structures, as set forth herein. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

Sec. 21-24. Maintenance. Safeguards required by this code or a previous regulation or code under which the structure was constructed, altered or repaired shall be maintained in minimum mechanical working order. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance, repair, alteration, removal, or demolition of building and structures. Property managers who are not responsible through

contracts or other agreements shall notify the owners or responsible agents when such violations are cited by the code official.

Sec. 21-25. Application of other codes. Repairs, additions, alterations, and demolition to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the codes adopted and mandated for enforcement by the legislative body of South Carolina. Nothing in this code shall be construed to cancel, modify or set aside any provision of Chapter 30, Zoning Ordinance of Florence County Code.

Sec. 21-26. Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction relating to repair, removal, or demolition of any structure which is dangerous, unsafe and insanitary.

Sec. 21-27. Hazardous materials and sites. Hazardous materials and sites which are not covered by this code shall be subject to all federal, state, and local laws and ordinances.

Sec. 21-28. Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of a structure for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

Sec. 21-29. Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare. Historic buildings are those which are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places; or
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program.

Secs. 21-30. – 21-40. Reserved.

DIVISION 3.

CODE ENFORCEMENT OFFICIAL

Sec. 21-41. General. The division of Building Codes and the executive official in charge thereof shall be known as the code official.

Sec. 21-42. Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to delegate authority and duties to other related technical officers, inspectors and other employees.

Sec. 21-43. Liability. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the division of Building Codes, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

Sec. 21-44. Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be established by resolution by the Florence County Council.

Secs. 21-45. – 21-49. Reserved.

DIVISION 4.

DUTIES AND POWERS OF THE CODE OFFICIAL

Sec. 21-50. General. The code official shall enforce the provisions of this code only when a written complaint of a structure in violation of this Code is received. ~~from an owner or occupant(s) of any real property located within 1,500 feet of the property at issue citizen of Florence County or from a law enforcement agency of Florence County with competent jurisdiction.~~

Sec. 21-51. Rule-making authority. The code official shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this or other legally binding codes.

Sec. 21-52. Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

Sec. 21-53. Right of entry. The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

Sec. 21-54. Identification. The code official shall carry proper identification when inspecting structures in the performance of duties under this code.

Sec. 21-55. Notices and orders. The code official shall issue all necessary notices or orders to ensure compliance with this code.

Sec. 21-56. Department records. The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.

Secs. 21-57. – 21-60. Reserved.

DIVISION 5.

VIOLATIONS

Sec. 21-61. Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

Sec. 21-62. Notice of violation. The code official shall serve a notice of violation or order in accordance with Division 6, Notices and Orders.

Sec. 21-63. Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with this chapter shall be deemed guilty of a misdemeanor. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a tax lien upon such real estate.

Sec. 21-64. Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by local law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 21-65. Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct

or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building or structure.

Secs. 21-66. – 21-72. Reserved.

DRAFT

DIVISION 6.

NOTICES AND ORDERS

Sec. 21-73. Notice to person responsible. Whenever the code official receives a proper written complaint and determines that there has been a violation of this code ~~that places the public in imminent danger~~, notice shall be given in the manner prescribed herein to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Division 7, Unsafe Structures.

Sec. 21-74. Form. Such notice prescribed herein shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the structure into compliance with the provisions of this code.
5. The notice will inform the property owner of the possibility of entering into an Abatement Agreement as outlined within this section.
6. Inform the property owner of the right to appeal.
7. Include a statement of the right to file a lien in accordance with Division 5, Violations.

Sec. 21-75. Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

Sec. 21-76. Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Division 5, Violations.

Sec. 21-77. Transfer of ownership. It shall be unlawful for the owner of any structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice

of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections, repairs, or demolition required by such compliance order or notice of violation.

Sec. 21-78. Optional Abatement Agreement.

1. The property owner must request to be considered for an optional Abatement Agreement to establish a reasonable timeframe to correct the violation and provide for the extension of time if necessary.
2. The Planning Director must make a determination on the record that the violation is not a public health or safety hazard, and not a repeat offense, and that the property owner intends to comply, but needs additional time due to specified circumstances.
3. The initial timeframe to correct the violation shall not exceed six(6) months, but can be less based on work and circumstances.
4. The Code Official may grant one extension not exceeding six(6) months total, including the initial timeframe, if progress is being made.
5. If a second extension is requested by the property owner, the Construction Board of Appeals may grant one(1) additional extension of the timeframe to correct the violation and that extension shall not exceed six(6) months unless there are additional requirements as part of corrective action that are based on state or federal laws/regulations.
6. Upon execution of the agreement, the property owner responsible for the violation agrees that the violation exists as defined by the Code Official and waives the right to later appeal the Code official's decision.
7. Failure to comply with the terms of the Abatement Agreement shall result in prosecution of the violation and the property owner waives any right of appeal of his prosecution. The property owner and his property shall be subject to a lien by the County for costs incurred directly or indirectly in abatement of the violation, including legal costs.

Secs. 21-79. – 21-84. Reserved.

DIVISION 7.

UNSAFE STRUCTURES

Sec. 21-85. General. When a structure is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful and places the public in imminent danger such structure shall be condemned pursuant to the provisions of this code.

Sec. 21-86. Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Sec. 21-87. Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Sec. 21-88. Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

Sec. 21-89. Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

Sec. 21-90. Notice. Whenever the code official has condemned a structure under the provisions of this section, notice shall be posted in the form prescribed, posted in a conspicuous place in or about the structure affected by such notice and served on the owner in accordance with Division 6, Notices and orders.

Sec. 21-91. Placarding. Upon failure of the owner to comply with the notice provisions within the time given, the code official shall post on the premises a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, or removing the placard.

Sec. 21-92. Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

Sec. 21-93. Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises and any owner and any person responsible for the premises who shall let anyone occupy a placarded premises shall be liable for the penalties provided by this code.

Secs. 21-94. – 21-100. Reserved.

DIVISION 8.

EMERGENCY MEASURES

Sec. 21-101. Imminent danger. When acting upon the written complaint from law enforcement and, in the opinion of the code official, there is imminent danger of failure or collapse of a structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: **“THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY THE CODE OFFICIAL.”** It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

Sec. 21-102. Temporary safeguards. Notwithstanding other provisions of this code, except where proper complaint procedures have been taken, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

Sec. 21-103. Closing streets. When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

Sec. 21-104. Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

Sec. 21-105. Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

Sec. 21-106. Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

Secs. 21-107. – 21-112. Reserved.

DIVISION 9.

DEMOLITION

Sec. 21-113. General. Upon receipt of the proper complaint letter, the code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two(2) years, to demolish and remove such structure.

Sec. 21-114. Notices and orders. All notices and orders shall comply with Division 6, Notices and Orders.

Sec. 21-115. Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Secs. 21-116. – 21-120. Reserved.

DIVISION 10.

APPEAL

Sec. 21-121. Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within twenty(20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Sec. 21-122. Membership of board. The Florence County Board of Construction Appeals shall serve for appeals of the Code Official's interpretations.

Sec. 21-123. Notice of meeting. The board shall meet upon notice from the chairman, within thirty(30) days of the filing of an appeal.

Sec. 21-124. Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

Sec. 21-125. Board decision. The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

Sec. 21-126. Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

Sec. 21-127. Administration. The code official shall take immediate action in accordance with the decision of the board.

Sec. 21-128. Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

Secs. 21-129. – 21-135. Reserved.

DIVISION 11.

DEFINITIONS

Sec. 21-136. Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

Sec. 21-137. Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

Sec. 21-138. Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Zoning Code*, *International Plumbing Code*, *International Mechanical Code*, *ICC Electrical Code*, or any code or ordinance of Florence County, the State of South Carolina or the United States Department of Housing and Urban Development, such terms shall have the meanings ascribed to them as stated in those codes.

Sec. 21-139. Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 21-140. Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

Sec. 21-141. General Definitions.

Approved. Approved by the code official.

Basement. That portion of a building which is partly or completely below grade.

Bathroom. A room containing plumbing fixtures including a bathtub or shower.

Bedroom. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

Code Official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

Condemn. To adjudge unfit for occupancy.

Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Exterior Property. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

Guard. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

Habitable Space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Imminent Danger. A condition which could cause serious or life-threatening injury or death at any time.

Labeled. Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

Let For Occupancy Or Let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement or contract for the sale of land.

Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

Occupant. Any individual living or sleeping in a building, or having possession of a space within a building.

Openable Area. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person. An individual, corporation, partnership or any other group acting as a unit.

Premises. A lot or parcel of land, easement or public way, including any structures thereon.

Public Way. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

Sleeping Unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

Strict Liability Offense. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

Structure. That which is built or constructed or a portion thereof.

Tenant. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Toilet Room. A room containing a water closet or urinal but not a bathtub or shower.

Workmanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

Secs. 21-142. – 21-145. Reserved.

DIVISION 12.

GENERAL REQUIREMENTS

Sec. 21-146. Scope – Generally. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for upkeep of structures.

1. *Responsibility.* The owner of the premises shall maintain the structures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a safe condition and which do not comply with the requirements of this chapter.

2. *Vacant Structures.* All vacant structures shall be maintained in a safe and secure condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

Sec. 21-147. Exterior Structure – Generally. The exterior of a structure shall be structurally sound and not pose a threat to the public health, safety or welfare.

1. *Exterior Protection.* All exterior surfaces, including but not limited to, walls, roofs, doors, door and window frames, porches, balconies, decks and fences shall be maintained in a good structural condition.

2. *Structural members.* All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

3. *Foundation walls.* All foundation walls shall be maintained and free from open cracks and breaks and kept in such condition so as to prevent the entry of rodents and other pests.

4. *Overhang extensions.* All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

5. *Chimneys and towers.* All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

6. *Handrails and guards.* Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

Sec. 21-148. Interior Structure – Generally. The interior of a structure and equipment therein shall be structurally sound.

1. *Structural members.* All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

2. *Stairs and walking surfaces.* Every stair, ramp, landing, balcony, deck or other walking surface shall be maintained in sound condition and good repair.

3. *Handrails and guards.* All handrails and guards shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in sound condition.

Sec. 21-149. Fire Protection Systems. The provisions of this section shall govern the minimum conditions and standards for fire safety relating to structures, including fire safety facilities and equipment to be provided.

1. *General.* All systems, devices and equipment to detect fire and/or smoke, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition that concurs with the code that was in effect at the time of construction.

2. *Responsibility.* The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with code. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

3. *Means Of Egress.* A safe, continuous and unobstructed path of travel shall be provided from any point in a or structure to the public way.

4. *Aisles.* The required width of aisles in accordance with the code that was in effect at the time of construction and shall be unobstructed.

5. *Locked doors.* All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

6. *Emergency escape openings.* Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

7. *Fire-resistance-rated assemblies.* The required fire resistance rating of fire-resistance-rated assemblies, fire stops, and shaft enclosures shall be maintained.

8. *Opening protectives.* Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

Sec. 21-150. Swimming Pools, Spas and Hot Tubs – Generally.

1. *Swimming pools.* Swimming pools shall be maintained in a clean and sanitary condition.
2. *Enclosures.* Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.
3. *Exception:* Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

DRAFT

CHAPTER 21

NUISANCES

ARTICLE II.

UNSAFE STRUCTURE ABATEMENT

DIVISION 1.

GENERALLY

Sec. 21-16. Title. These regulations shall be known as the *Unsafe Structure Abatement Code* of Florence County, hereinafter referred to as “this code.”

Sec. 21-17. Scope. The provisions of this ordinance shall apply to all residential and nonresidential structures and constitute minimum safeguards for structures, and facilities for life safety, safety from fire and other hazards; the responsibility of owners; the occupancy of existing structures, and for administration, enforcement and penalties. However, residential dwellings, barns and other structures which have historically been a part of a family farm operation are specifically exempted from this ordinance unless an official written complaint based on repeat illicit activities is received from a law enforcement agency having appropriate jurisdiction.

Sec. 21-18. Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures. Structures that do not comply with these provisions and which present a possibility of danger to public health, safety, or welfare shall be altered, repaired, removed, or demolished to provide a minimum level of health and safety as required herein.

Secs. 21-19. – 21-22. Reserved.

DIVISION 2.

APPLICABILITY

Sec. 21-23. General. The provisions of this code shall apply to all matters affecting or relating to structures, as set forth herein. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

Sec. 21-24. Maintenance. Safeguards required by this code or a previous regulation or code under which the structure was constructed, altered or repaired shall be maintained in minimum mechanical working order. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance, repair, alteration, removal, or demolition of building and structures. Property managers who are not responsible through

contracts or other agreements shall notify the owners or responsible agents when such violations are cited by the code official.

Sec. 21-25. Application of other codes. Repairs, additions, alterations, and demolition to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the codes adopted and mandated for enforcement by the legislative body of South Carolina. Nothing in this code shall be construed to cancel, modify or set aside any provision of Chapter 30, Zoning Ordinance of Florence County Code.

Sec. 21-26. Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction relating to repair, removal, or demolition of any structure which is dangerous, unsafe and insanitary.

Sec. 21-27. Hazardous materials and sites. Hazardous materials and sites which are not covered by this code shall be subject to all federal, state, and local laws and ordinances.

Sec. 21-28. Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of a structure for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

Sec. 21-29. Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare. Historic buildings are those which are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places; or
2. Determined by the Secretary of the U.S. Department of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as a historic district; or
3. Designated as historic under a state or local historic preservation program.

Secs. 21-30. – 21-40. Reserved.

DIVISION 3.

CODE ENFORCEMENT OFFICIAL

Sec. 21-41. General. The division of Building Codes and the executive official in charge thereof shall be known as the code official.

Sec. 21-42. Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to delegate authority and duties to other related technical officers, inspectors and other employees.

Sec. 21-43. Liability. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the division of Building Codes, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

Sec. 21-44. Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be established by resolution by the Florence County Council.

Secs. 21-45. – 21-49. Reserved.

DIVISION 4.

DUTIES AND POWERS OF THE CODE OFFICIAL

Sec. 21-50. General. The code official shall enforce the provisions of this code only when a written complaint of a structure in violation of this Code is received.

Sec. 21-51. Rule-making authority. The code official shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this or other legally binding codes.

Sec. 21-52. Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

Sec. 21-53. Right of entry. The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and

seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

Sec. 21-54. Identification. The code official shall carry proper identification when inspecting structures in the performance of duties under this code.

Sec. 21-55. Notices and orders. The code official shall issue all necessary notices or orders to ensure compliance with this code.

Sec. 21-56. Department records. The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.

Secs. 21-57. – 21-60. Reserved.

DIVISION 5.

VIOLATIONS

Sec. 21-61. Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

Sec. 21-62. Notice of violation. The code official shall serve a notice of violation or order in accordance with Division 6, Notices and Orders.

Sec. 21-63. Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with this chapter shall be deemed guilty of a misdemeanor. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a tax lien upon such real estate.

Sec. 21-64. Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by local law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. 21-65. Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building or structure.

Secs. 21-66. – 21-72. Reserved.

DIVISION 6.

NOTICES AND ORDERS

Sec. 21-73. Notice to person responsible. Whenever the code official receives a proper written complaint and determines that there has been a violation of this code, notice shall be given in the manner prescribed herein to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Division 7, Unsafe Structures.

Sec. 21-74. Form. Such notice prescribed herein shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the structure into compliance with the provisions of this code.
5. The notice will inform the property owner of the possibility of entering into an Abatement Agreement as outlined within this section.
6. Inform the property owner of the right to appeal.
7. Include a statement of the right to file a lien in accordance with Division 5, Violations.

Sec. 21-75. Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally; or
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

Sec. 21-76. Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Division 5, Violations.

Sec. 21-77. Transfer of ownership. It shall be unlawful for the owner of any structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such structure to another until the provisions of the

compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections, repairs, or demolition required by such compliance order or notice of violation.

Sec. 21-78. Optional Abatement Agreement.

1. The property owner must request to be considered for an optional Abatement Agreement to establish a reasonable timeframe to correct the violation and provide for the extension of time if necessary.
2. The Planning Director must make a determination on the record that the violation is not a public health or safety hazard, and not a repeat offense, and that the property owner intends to comply, but needs additional time due to specified circumstances.
3. The initial timeframe to correct the violation shall not exceed six (6) months, but can be less based on work and circumstances.
4. The Code Official may grant one extension not exceeding six(6) months total, including the initial timeframe, if progress is being made.
5. If a second extension is requested by the property owner, the Construction Board of Appeals may grant one(1) additional extension of the timeframe to correct the violation and that extension shall not exceed six(6) months unless there are additional requirements as part of corrective action that are based on state or federal laws/regulations.
6. Upon execution of the agreement, the property owner responsible for the violation agrees that the violation exists as defined by the Code Official and waives the right to later appeal the Code official's decision.
7. Failure to comply with the terms of the Abatement Agreement shall result in prosecution of the violation and the property owner waives any right of appeal of his prosecution. The property owner and his property shall be subject to a lien by the County for costs incurred directly or indirectly in abatement of the violation, including legal costs.

Secs. 21-79. – 21-84. Reserved.

DIVISION 7.

UNSAFE STRUCTURES

Sec. 21-85. General. When a structure is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful such structure shall be condemned pursuant to the provisions of this code.

Sec. 21-86. Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Sec. 21-87. Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Sec. 21-88. Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

Sec. 21-89. Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

Sec. 21-90. Notice. Whenever the code official has condemned a structure under the provisions of this section, notice shall be posted in the form prescribed, posted in a conspicuous place in or about the structure affected by such notice and served on the owner in accordance with Division 6, Notices and orders.

Sec. 21-91. Placarding. Upon failure of the owner to comply with the notice provisions within the time given, the code official shall post on the premises a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, or removing the placard.

Sec. 21-92. Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based

have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

Sec. 21-93. Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises and any owner and any person responsible for the premises who shall let anyone occupy a placarded premises shall be liable for the penalties provided by this code.

Secs. 21-94. – 21-100. Reserved.

DIVISION 8.

EMERGENCY MEASURES

Sec. 21-101. Imminent danger. When acting upon the written complaint from law enforcement and, in the opinion of the code official, there is imminent danger of failure or collapse of a structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: **"THIS STRUCTURE IS UNSAFE AND ITS OCCUPANCY HAS BEEN PROHIBITED BY THE CODE OFFICIAL."** It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

Sec. 21-102. Temporary safeguards. Notwithstanding other provisions of this code, except where proper complaint procedures have been taken, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

Sec. 21-103. Closing streets. When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

Sec. 21-104. Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

Sec. 21-105. Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate

action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

Sec. 21-106. Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

Secs. 21-107. – 21-112. Reserved.

DIVISION 9.

DEMOLITION

Sec. 21-113. General. Upon receipt of the proper complaint letter, the code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two(2) years, to demolish and remove such structure.

Sec. 21-114. Notices and orders. All notices and orders shall comply with Division 6, Notices and Orders.

Sec. 21-115. Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Secs. 21-116. – 21-120. Reserved.

DIVISION 10.

APPEAL

Sec. 21-121. Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within twenty(20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Sec. 21-122. Membership of board. The Florence County Board of Construction Appeals shall serve for appeals of the Code Official's interpretations.

Sec. 21-123. Notice of meeting. The board shall meet upon notice from the chairman, within thirty (30) days of the filing of an appeal.

Sec. 21-124. Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.

Sec. 21-125. Board decision. The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

Sec. 21-126. Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

Sec. 21-127. Administration. The code official shall take immediate action in accordance with the decision of the board.

Sec. 21-128. Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

Secs. 21-129. – 21-135. Reserved.

DIVISION 11.

DEFINITIONS

Sec. 21-136. Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

Sec. 21-137. Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

Sec. 21-138. Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Zoning Code*, *International Plumbing Code*, *International Mechanical Code*, *ICC Electrical Code*, or any code or ordinance of Florence County, the State of South Carolina or the United States Department of Housing and Urban Development, such terms shall have the meanings ascribed to them as stated in those codes.

Sec. 21-139. Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 21-140. Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

Sec. 21-141. General Definitions.

Approved. Approved by the code official.

Basement. That portion of a building which is partly or completely below grade.

Bathroom. A room containing plumbing fixtures including a bathtub or shower.

Bedroom. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

Code Official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

Condemn. To adjudge unfit for occupancy.

Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Exterior Property. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

Guard. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

Habitable Space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Imminent Danger. A condition which could cause serious or life-threatening injury or death at any time.

Labeled. Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

Let For Occupancy Or Let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

Occupant. Any individual living or sleeping in a building, or having possession of a space within a building.

Openable Area. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person. An individual, corporation, partnership or any other group acting as a unit.

Premises. A lot or parcel of land, easement or public way, including any structures thereon.

Public Way. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

Sleeping Unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

Strict Liability Offense. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

Structure. That which is built or constructed or a portion thereof.

Tenant. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

Toilet Room. A room containing a water closet or urinal but not a bathtub or shower.

Workmanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

Secs. 21-142. – 21-145. Reserved.

DIVISION 12.

GENERAL REQUIREMENTS

Sec. 21-146. Scope – Generally. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for upkeep of structures.

1. *Responsibility.* The owner of the premises shall maintain the structures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a safe condition and which do not comply with the requirements of this chapter.
2. *Vacant Structures.* All vacant structures shall be maintained in a safe and secure condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

Sec. 21-147. Exterior Structure – Generally. The exterior of a structure shall be structurally sound and not pose a threat to the public health, safety or welfare.

1. *Exterior Protection.* All exterior surfaces, including but not limited to, walls, roofs, doors, door and window frames, porches, balconies, decks and fences shall be maintained in a good structural condition.
2. *Structural members.* All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
3. *Foundation walls.* All foundation walls shall be maintained and free from open cracks and breaks and kept in such condition so as to prevent the entry of rodents and other pests.
4. *Overhang extensions.* All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.
5. *Chimneys and towers.* All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.
6. *Handrails and guards.* Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

Sec. 21-148. Interior Structure – Generally. The interior of a structure and equipment therein shall be structurally sound.

1. *Structural members.* All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.
2. *Stairs and walking surfaces.* Every stair, ramp, landing, balcony, deck or other walking surface shall be maintained in sound condition and good repair.
3. *Handrails and guards.* All handrails and guards shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in sound condition.

Sec. 21-149. Fire Protection Systems. The provisions of this section shall govern the minimum conditions and standards for fire safety relating to structures, including fire safety facilities and equipment to be provided.

General. All systems, devices and equipment to detect fire and/or smoke, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition that concurs with the code that was in effect at the time of construction.

Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with code. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

Means Of Egress. A safe, continuous and unobstructed path of travel shall be provided from any point in a or structure to the public way.

Aisles. The required width of aisles in accordance with the code that was in effect at the time of construction and shall be unobstructed.

1. *Locked doors.* All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.
2. *Emergency escape openings.* Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.
3. *Fire-resistance-rated assemblies.* The required fire resistance rating of fire-resistance-rated assemblies, fire stops, and shaft enclosures shall be maintained.

Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

Sec. 21-150. Swimming Pools, Spas and Hot Tubs – Generally.

1. *Swimming pools.* Swimming pools shall be maintained in a clean and sanitary condition.
2. *Enclosures.* Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.
3. *Exception:* Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 18, 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

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

FLORENCE COUNTY COUNCIL MEETING

March 18, 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 _____

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°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

FLORENCE COUNTY COUNCIL MEETING

March 18, 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

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FIFTH AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

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

WITNESSETH:

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

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

WHEREAS, pursuant to Ordinance No. 23-2009/10 adopted by Florence County Council on _____, and Ordinance No. _____ adopted by Williamsburg County Council on _____ (collectively, the "Enabling Ordinances"), the Counties have determined that it is in the best interest of the Counties to enlarge the boundaries of the Park as authorized by Section 3 of the Agreement in order to promote economic development and thus provide additional employment opportunities within said Counties.

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

Section 1. Exhibit A to the Agreement which describes the boundaries of the Park with regard to the Florence Property, is amended by adding additional property described on Exhibit A-5 attached hereto.

Section 2. The Agreement as to the property set forth in Exhibit A-5 attached hereto, may not be terminated by either Party for a period of twenty (20) years following the effective date of this Amendment.

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

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

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Florence County Council

ATTEST:

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

WILLIAMSBURG COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Williamsburg County Council

ATTEST:

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

DRAFT

LAND DESCRIPTION
FLORENCE COUNTY

DRAFT

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

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
Thursday, March 18, 2010

AGENDA ITEM: Ordinance No. 26-2009/10
Third Reading



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 Map 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 is presently designated as a Developing Residential.
7. Therefore, the applicant's request to rezone this property to RU-1 will comply with the Land Use Element of 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.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	
Planning Commission Consideration	: November 24, 2009	I, _____,
Planning Commission Public Hearing	: November 24, 2009	Council Clerk, certify that this
Planning Commission Recommendation	: November 24, 2009 [Approved 7-0]	Ordinance was advertised for
First Reading/Introduction	: January 14, 2010	Public Hearing On _____
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. Properties located at 3434 and 3508 James Turner Road bearing Tax Map 00127, Block 01, Parcel 072 are hereby rezoned to RU-1, Rural Community District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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#2009-42
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 properties are currently planted grass and 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.

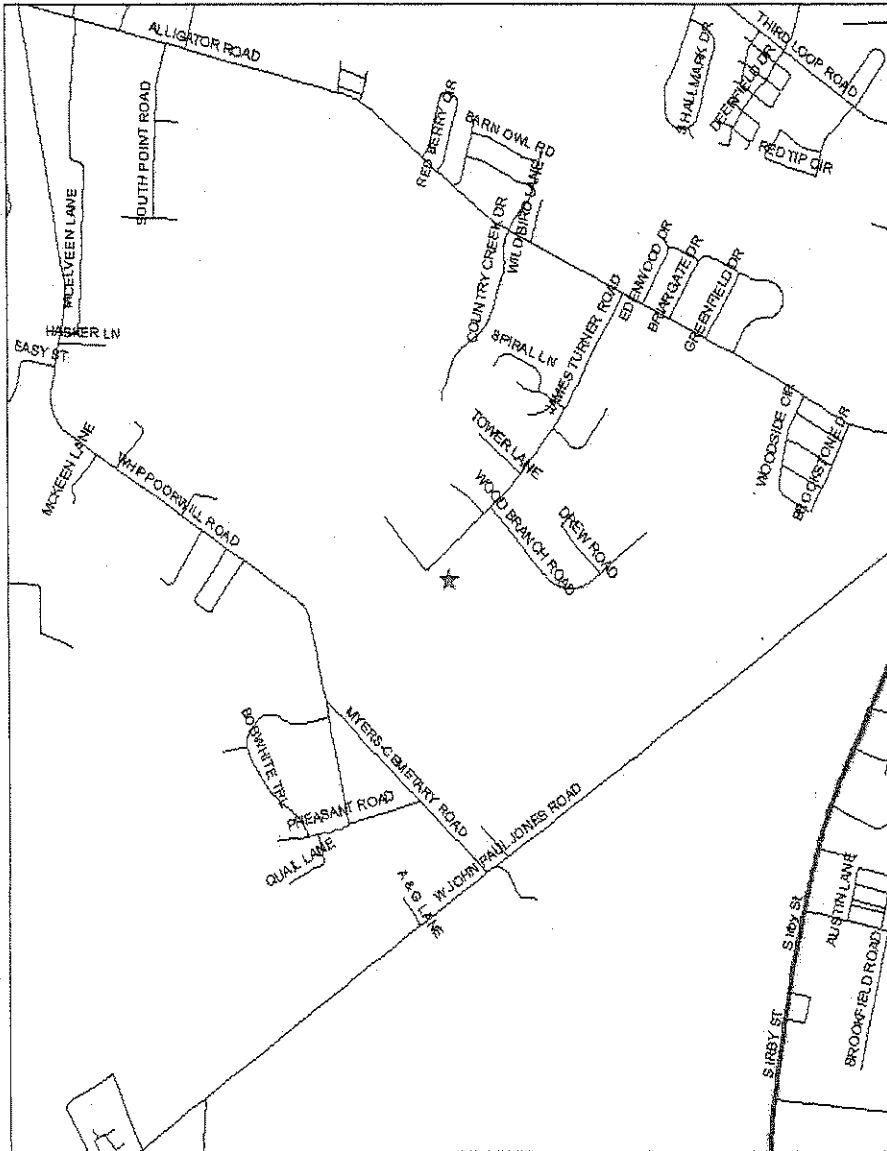
Background- When the application was submitted, parcel 246 had not been combined with parcel 72. During the application review, it was determined by the deed, that parcel 246 was combined with parcel 72. As it stands a portion of parcel 72 is requesting to be rezoned to RU-1.

Florence County Planning Commission Action: November 24, 2009

The seven Planning Commission members present approved the 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 the Florence County Council due to the rezoning being in compliance with the Comprehensive Plan Land Use Map.

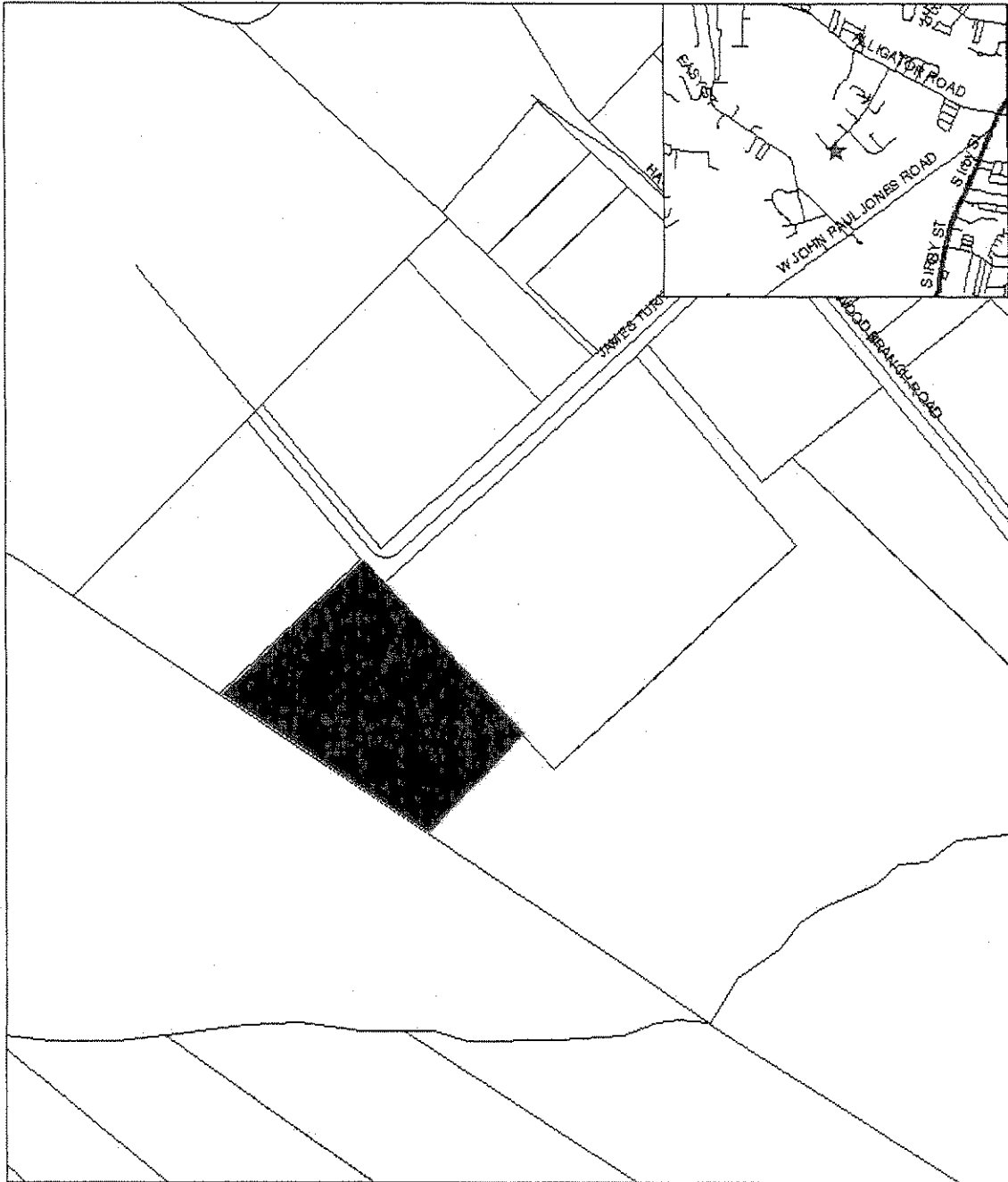


0000 Feet
 1"=100'

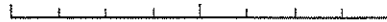
Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007



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



0 195 390 780 Feet

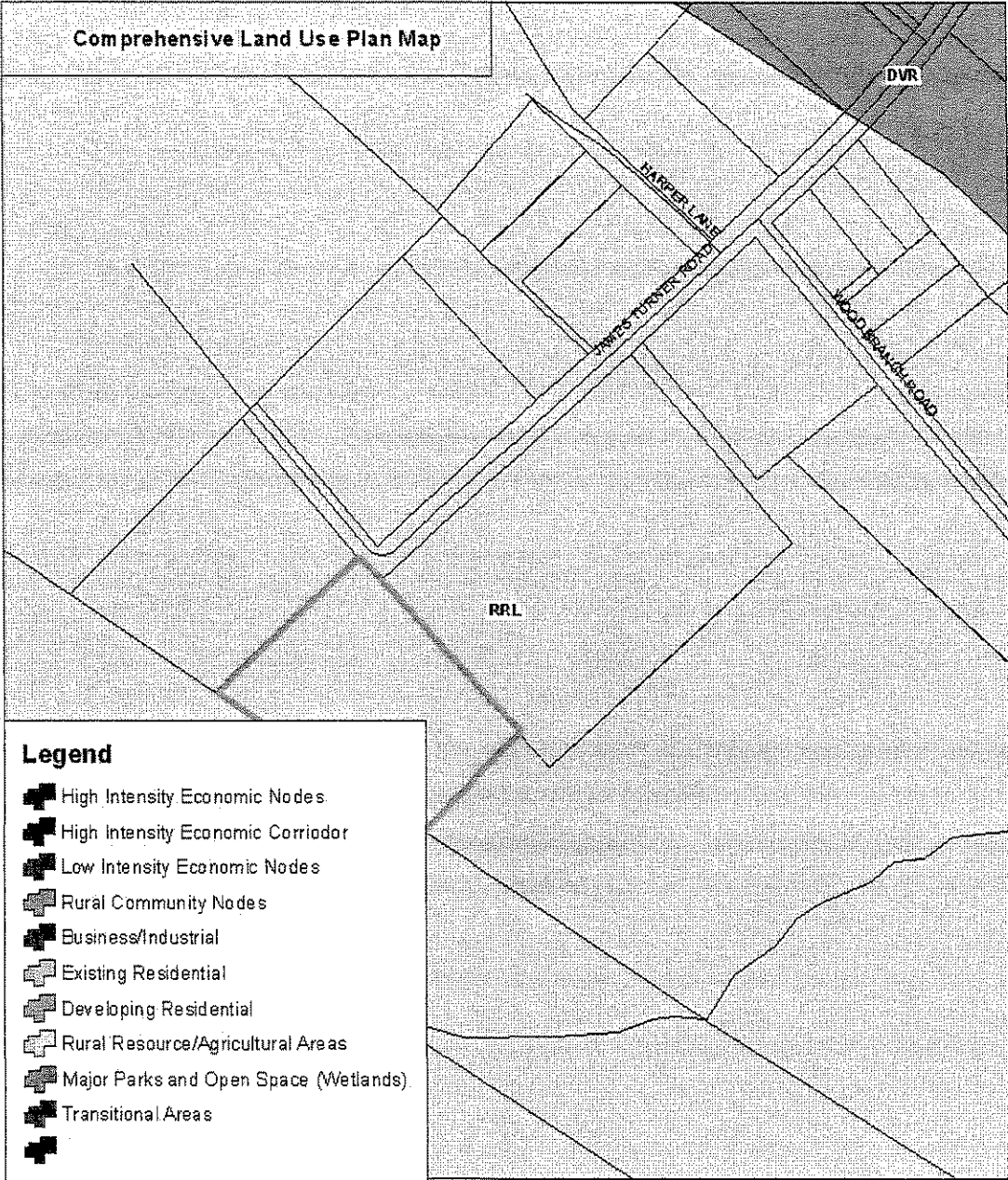


N



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

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

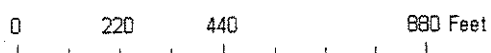
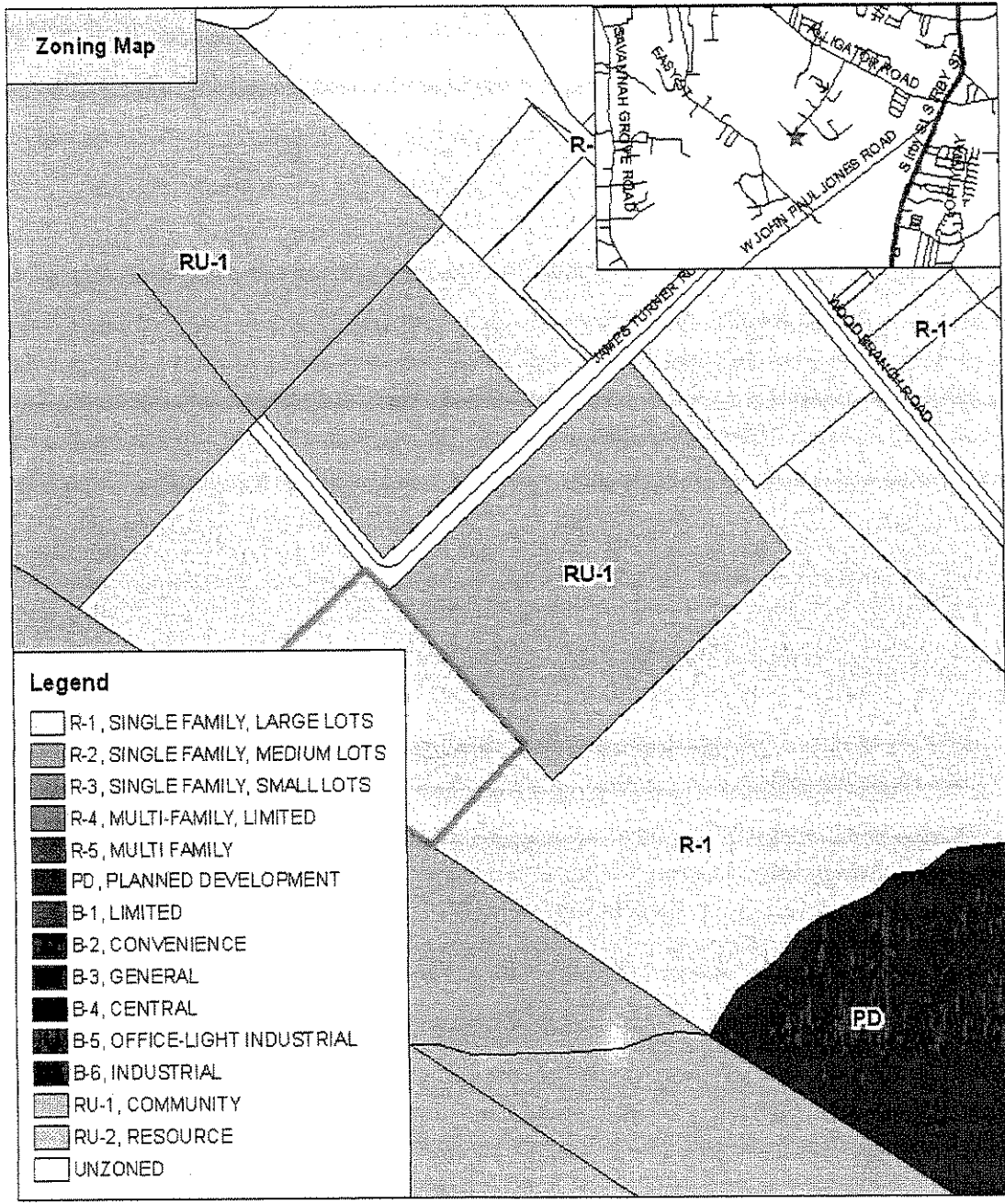


0 212.5 425 850 Feet



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

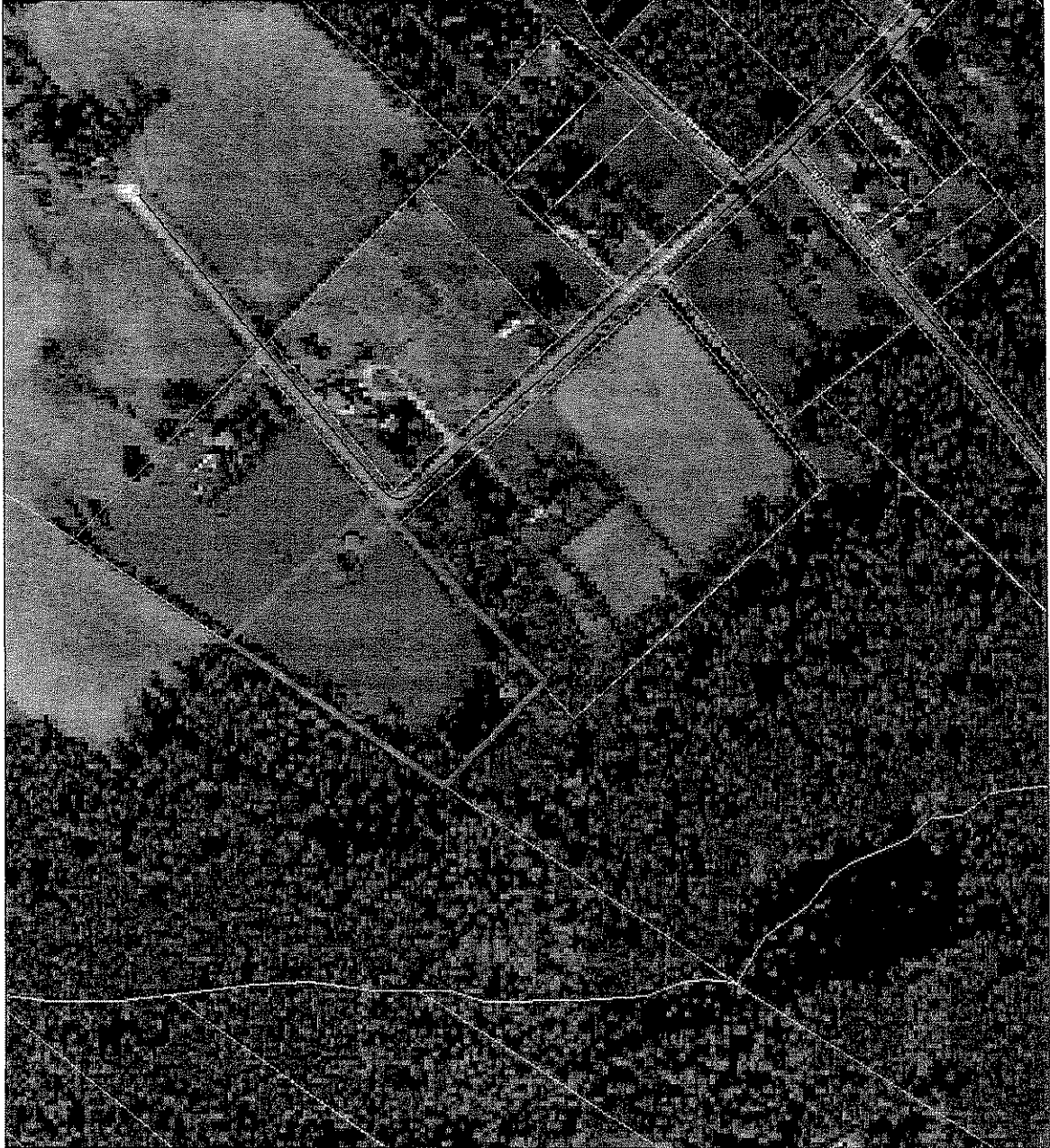
COUNTY COUNCIL DISTRICT(S): 5
PC#2009-42



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

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

Florence County 2008 Orthophotography Map



0 130 260 520 Feet



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

FLORENCE COUNTY COUNCIL MEETING
Thursday, March 18, 2010

AGENDA ITEM: Ordinance No. 27-2009/10
Third Reading



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. 4.81 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 Whippoorwill 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.

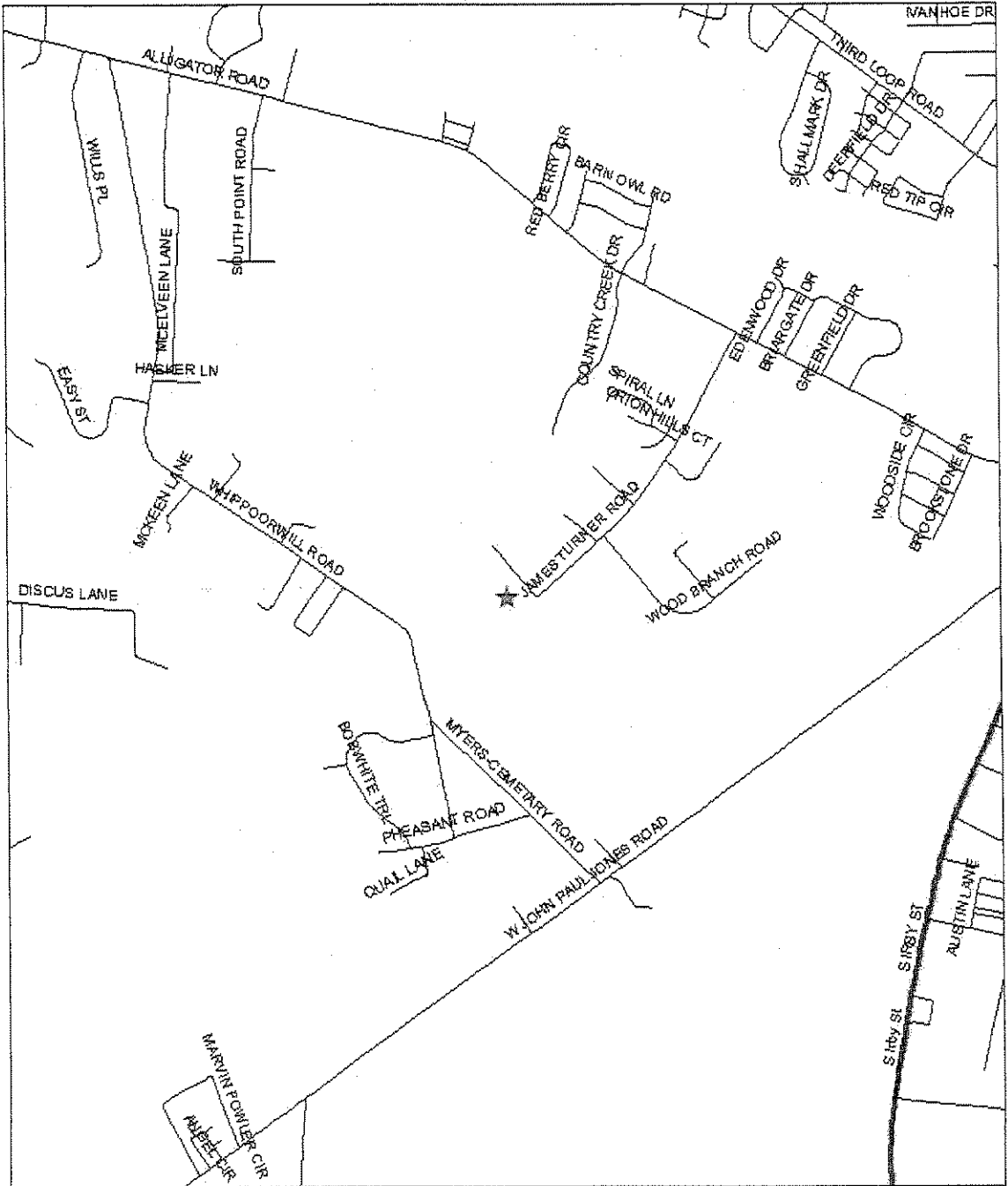
Background- The subject property is requesting to be rezoned to RU-1, Rural Community District.

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.

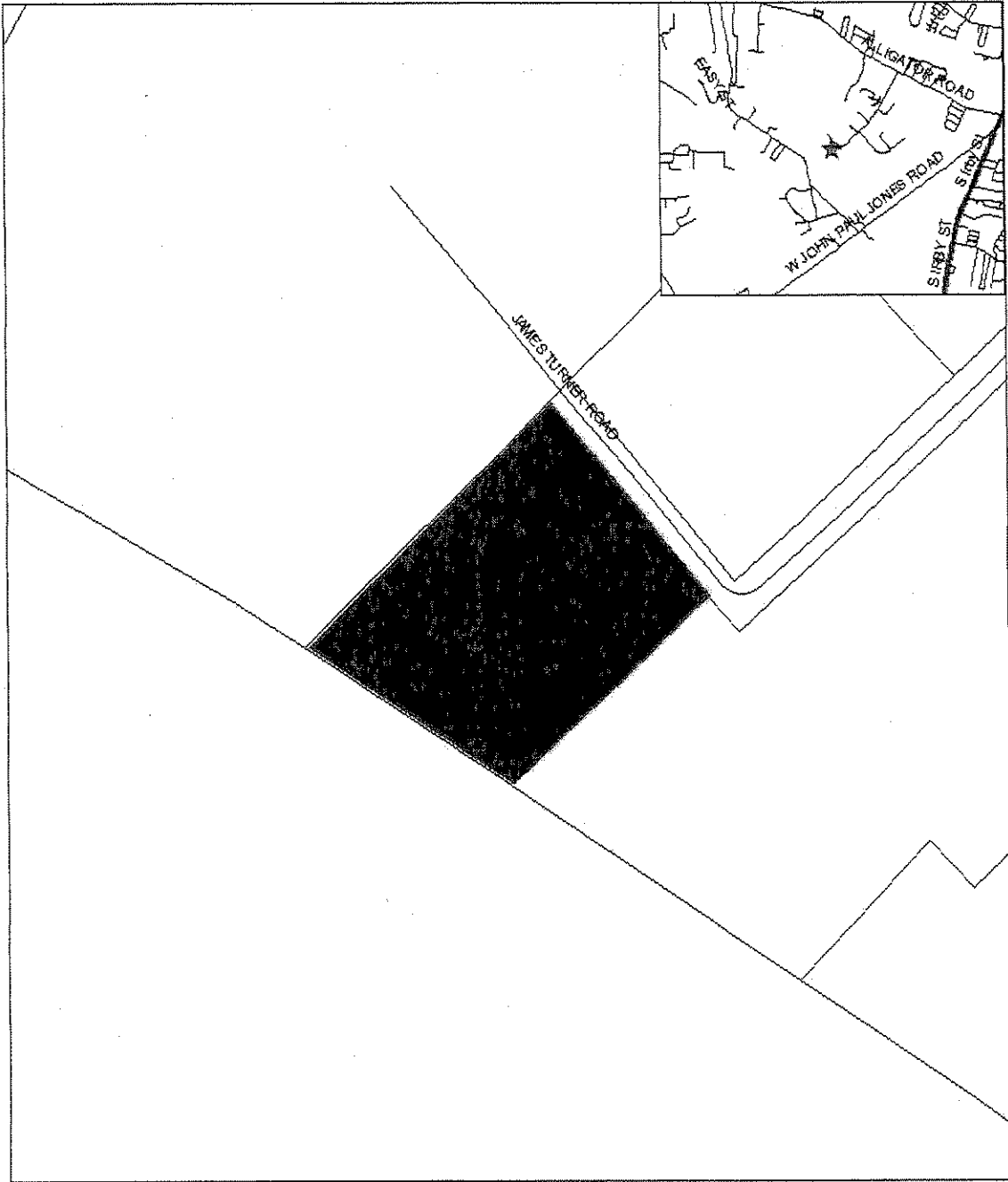


0 250 500 Feet

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



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



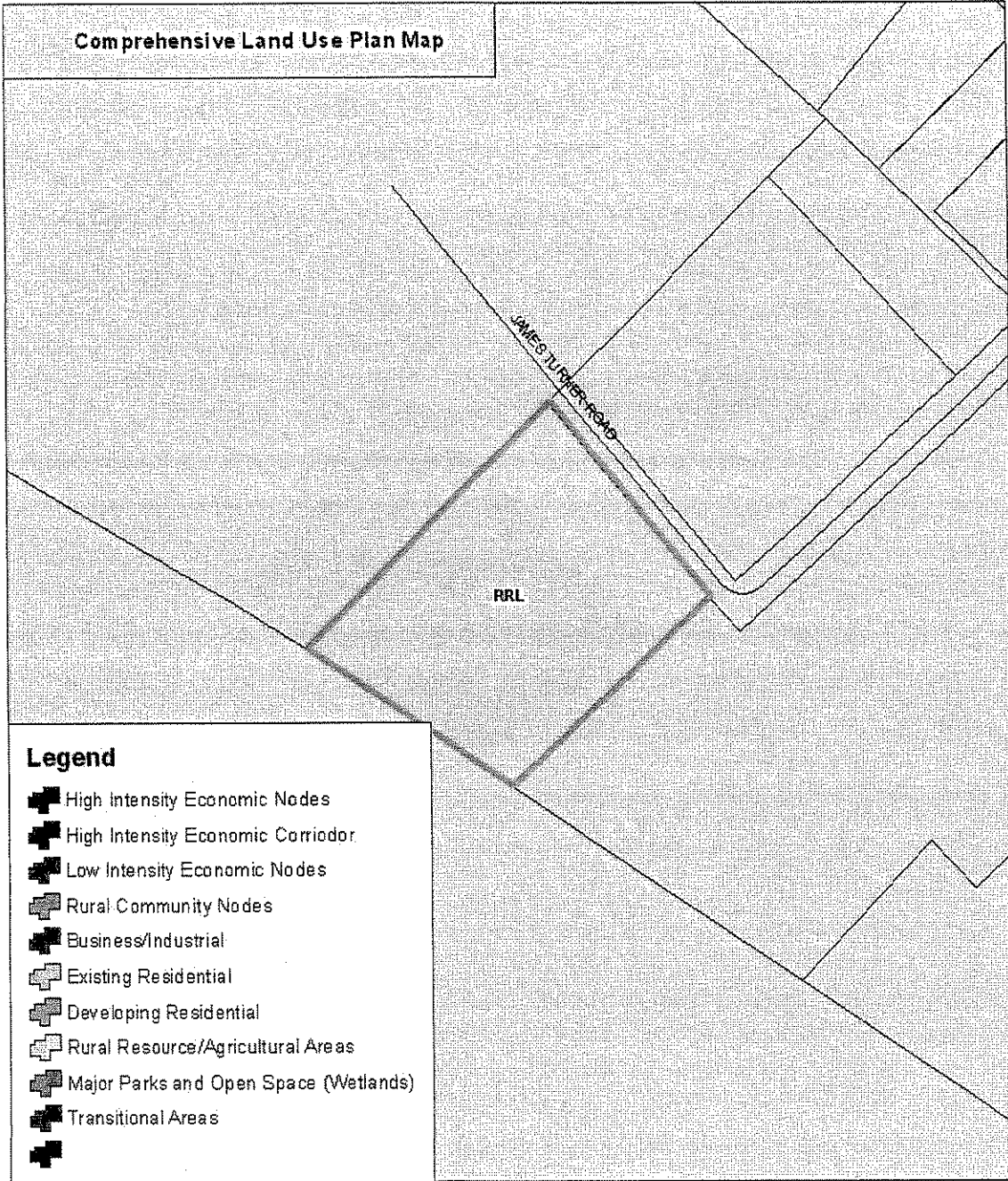
0 137.5 275 550 Feet



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

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

Comprehensive Land Use Plan Map



Legend

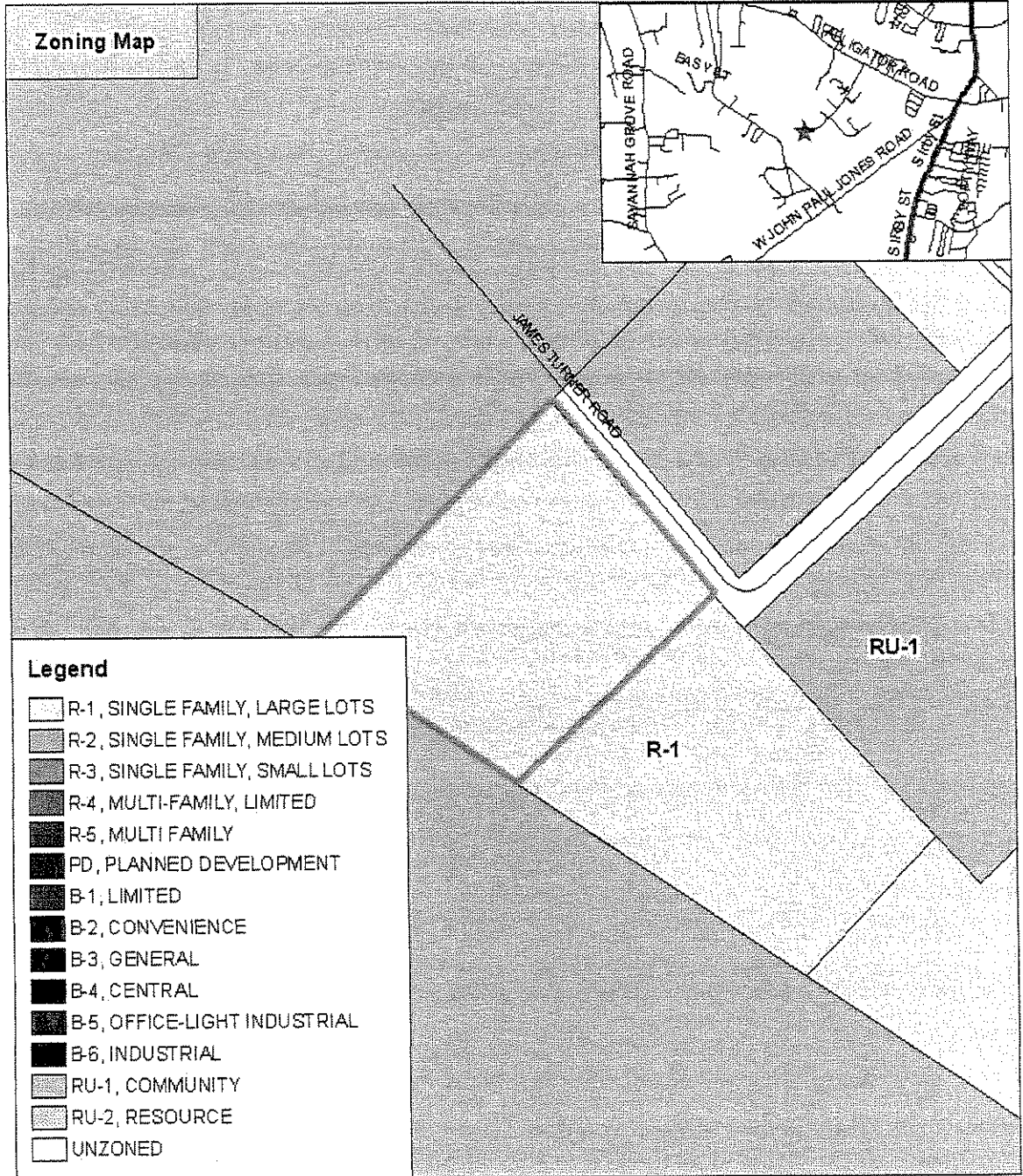
- High Intensity Economic Nodes
- High Intensity Economic Corridor
- Low Intensity Economic Nodes
- Rural Community Nodes
- Business/Industrial
- Existing Residential
- Developing Residential
- Rural Resource/Agricultural Areas
- Major Parks and Open Space (Wetlands)
- Transitional Areas
-

0 150 300 600 Feet



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

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




Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & 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



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



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

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
<p>Conserve rural characteristics and resources and maintain a balanced rural-urban environment</p>	<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

CHAPETR 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

March 18, 2010

AGENDA ITEM: Second Reading - Ordinance No. 28-2009/10

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Issuance And Sale Of A Florence County, South Carolina, Special Source Revenue Bonds (H.J. Heinz, Monster, and MIT Projects), Series 2010, In The Principal Amount Of \$3,000,000; The Application Of The Proceeds Of Said Bonds To Reimburse The County For Expenditures Previously Made By The County With Respect To Economic Development Projects In The County; And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Florence County gave cash incentives to H.J. Heinz, Monster, and MIT in the amounts of \$2,000,000, \$414,135, and \$1,645,000, respectively, to defray the cost of each company's land, building, and infrastructure cost. One third of the incentive given to MIT is being funded by the General Fund.
2. Florence County could be reimbursed for the incentives from the fee in lieu of tax payments from these companies. However, these companies' first fee-in-lieu of tax payments will not be due until January 15, 2011 and it would take most of the first few years of fee payments for Florence County to be reimbursed for these incentives.
3. Therefore, to improve the County's and other political subdivisions' cash flows, a Special Source Revenue Bond (SSRB) will be issued in the amount of \$3,000,000 and the County will be reimbursed for these incentives from the proceeds of this bond.
4. This bond will be repaid from the fee in lieu of tax payments from these three companies. This Ordinance provides for the issuance of these bonds.

FUNDING FACTORS:

As noted above the principal and interest payments on these bonds will be funded entirely from the fee in lieu of tax payments from these companies and will not require the appropriation of any County funds.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 28-2009/10.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 28-2009/10

Sponsor(s) : County Council
First Reading : February 18, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : March 18, 2010
Second Reading : March 18, 2010
Third Reading : April 15, 2010
Effective Date : April 15, 2010

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

ORDINANCE NO. 28-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF A FLORENCE COUNTY, SOUTH CAROLINA, SPECIAL SOURCE REVENUE BOND (H.J. HEINZ, MONSTER, AND MIT PROJECT), SERIES 2010, IN THE PRINCIPAL AMOUNT OF \$3,000,000; THE APPLICATION OF THE PROCEEDS OF SAID BOND TO REIMBURSE THE COUNTY FOR EXPENDITURES PREVIOUSLY MADE BY THE COUNTY WITH RESPECT TO ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY; AND OTHER MATTERS RELATING THERETO.

TABLE OF CONTENTS

ARTICLE I

FINDINGS OF FACT

SECTION 1.01 RECITALS AND STATEMENTS OF PURPOSE1

ARTICLE II

DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

SECTION 2.01 DEFINED TERMS.2
SECTION 2.02 INTERPRETATIONS.4

ARTICLE III

**DESCRIPTION, AUTHORIZATION, MANNER OF EXECUTION,
REGISTRATION AND TRANSFER OF BOND**

SECTION 3.01 AUTHORIZATION AND DETAILS OF BOND.4
SECTION 3.02 EXECUTION OF BOND.5
SECTION 3.03 NEGOTIABILITY, REGISTRATION AND TRANSFER.5
SECTION 3.04 LIMITED OBLIGATION OF THE COUNTY.6

ARTICLE IV

USE OF NET PROCEEDS OF THE BOND

SECTION 4.01 REIMBURSEMENT OF COUNTY GENERAL FUND FOR EXPENDITURES.6

ARTICLE V

REPRESENTATIONS AND COVENANTS OF THE COUNTY

SECTION 5.01 REPRESENTATIONS OF COUNTY.6
SECTION 5.02 PLEDGE AND SECURITY INTEREST.7
SECTION 5.03 AMENDMENTS TO PARK AGREEMENTS OR THIS ORDINANCE.7

ARTICLE VI

ADDITIONAL BONDS

SECTION 6.01 ADDITIONAL BONDS.8

ARTICLE VII

FLOW OF FUNDS

SECTION 7.01 REVENUE FUND.8
SECTION 7.02 DEBT SERVICE FUND.9

ARTICLE VIII
SALE OF THE BOND

SECTION 8.01 SALE OF THE BOND.....10

ARTICLE IX
DEFAULTS AND REMEDIES

SECTION 9.01 EVENTS OF DEFAULT; ACCELERATION; WAIVER.....10
SECTION 9.02 LEGAL PROCEEDINGS BY THE PURCHASER.11
SECTION 9.03 REMEDIES NOT EXCLUSIVE.....11
SECTION 9.04 NONWAIVER.12
SECTION 9.05 APPLICATION OF MONEYS UPON EVENT OF DEFAULT.....12

ARTICLE X
MISCELLANEOUS

SECTION 10.01 STATE LAW CONTINUING DISCLOSURE; REMEDIES.....12
SECTION 10.02 SEVERABILITY.12
SECTION 10.03 ORDINANCE TO CONSTITUTE CONTRACT.....12

EXHIBIT A – FLORENCE-WILLIAMSBURG JOINT INDUSTRIAL AND BUSINESS PARK AGREEMENT WITH RESPECT TO H.J. HEINZ PROJECT
EXHIBIT B – FLORENCE-WILLIAMSBURG JOINT INDUSTRIAL AND BUSINESS PARK AGREEMENT WITH RESPECT TO MONSTER WORLDWIDE, INC. PROJECT
EXHIBIT C – FLORENCE-WILLIAMSBURG JOINT INDUSTRIAL AND BUSINESS PARK AGREEMENT WITH RESPECT TO MIT-RCF, LLC PROJECT
EXHIBIT D – FLORENCE-MARION JOINT INDUSTRIAL AND BUSINESS PARK AGREEMENT WITH RESPECT TO ROCHE CAROLINA INC. PROJECT
EXHIBIT E – FORM OF BOND

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

ARTICLE I

FINDINGS OF FACT

Section 1.01 Recitals and Statements of Purpose.

As an incident to the enactment of this Ordinance, the County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), has made the following findings:

(A) The several counties in the State of South Carolina (the "State") are empowered pursuant to Title 4, Chapters 1 and 29, Code of Laws of South Carolina 1976, as amended (collectively, the "Act"), to defray the cost of acquisition and construction of infrastructure serving the counties, including improved or unimproved real estate used or to be used in the operation of a manufacturing or commercial enterprise, in order to enhance the economic development of such counties through the issuance of revenue bonds payable solely from all or a specifically described part of the payments in lieu of taxes received and retained by the counties under certain provisions of the Act, Chapter 12 of Title 4 of the Code of Laws of South Carolina 1976, as amended, and/or Section 13 of Article VIII of the South Carolina Constitution.

(B) Pursuant to Section 4-1-170 of the Act and Article VIII, Section 13 of the South Carolina Constitution, the County has established certain joint county industrial and business parks pursuant to agreements with Williamsburg County, as more fully described herein (each a "Multi-County Park"; together, the "Multi-County Parks").

(C) Pursuant to the provisions of the Act and in furtherance of the purposes thereof, Council has previously authorized the expenditure of the following amounts with respect to economic development projects in the County in calendar years 2009-10: \$3,000,000 to reimburse the County for expenditures previously made to defray the costs of acquiring certain economic development property in the County by H.J. Heinz Financing Company and BNP Paribas Leasing Corporation (the "Heinz Project"), which Heinz Project represents a \$105 Million investment that is expected to create 350 jobs in the County; Monster Worldwide South Carolina and Red Rock Pee Dee, LLC (the "Monster Project"), which Monster Project represents a \$28 Million investment that is expected to create 750 jobs in the County; and MIT-RCF, LLC (the "MIT Project"), which MIT Project represents a \$5 Million investment that is expected to create 120 jobs in the County (together, "Projects"). Such expenditures were made by the County in the form of three separate grants: (1) \$2,000,000 for the purchase of real property and infrastructure, design, planning, and construction costs with respect to the Heinz Project (the "Heinz Grant") (2) \$414,135 for the purchase of real property and infrastructure, design, planning, training, and construction costs with respect to the Monster Project, as well as the cost of *ad valorem* taxes with respect to temporary office space related to the Monster Project (the "Monster Grant"); and (3) \$548,333 for the upfit of the Lake City Spec Building in the Godley-Morris Industrial Park, in which the MIT Project is located (the "MIT Grant") (together, "Grants"). Council has found and determined that the Grants were made to induce manufacturing and commercial enterprises to locate in the County and thereby increase the County's tax base and have a beneficial effect upon the economy of the County and areas adjacent thereto by providing employment not otherwise provided in the County.

(D) Each of the Projects is located in a Multi-County Park.

(E) Pursuant to Section 4-1-175 of the Act, the County has determined to issue a \$3,000,000 principal amount revenue bond, payable from revenues of the Multi-County Parks relating to the Projects, and from such revenues relating to property of Roche Carolina Inc. included in a separate Multi-County Park (the "Roche Property"), which may be received and retained by the Florence County Treasurer, in order to reimburse the County for its expenditures with respect to the Grants, to pay interest on such bond for a period not to exceed one (1) year from the date of delivery of said bond, and to pay costs of issuance thereof.

ARTICLE II

DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01 Defined Terms.

The terms defined in this Article II shall for all purposes of this Ordinance have the meanings herein specified, unless the context clearly otherwise requires.

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

"Administrator" shall mean the County Administrator or any acting or interim County Administrator of the County.

"Annual Debt Service Requirement" shall have the meaning provided for such term in Section 7.02(d) hereof.

"Bond" shall mean the Florence County, South Carolina, Special Source Revenue Bond (H.J. Heinz, Monster, and MIT Project), Series 2010, in the principal amount of \$3,000,000, the proceeds of which will be disbursed as provided for herein.

"Bond Counsel" shall mean an attorney or firm of attorneys nationally recognized on the subject of municipal bonds and reasonably acceptable to the County.

"Bondholder" or **"Holder"** or **"Owner"** or similar term means, when used with respect to the Bond, any person who shall be registered as the owner of the Bond outstanding.

"Bond Register" shall have the meaning specified in Section 3.03 hereof.

"Bond Registrar" shall mean the Treasurer of the County.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Cost" shall mean the cost of any sums required to reimburse the County for advances made by it with respect to the Grants.

"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.

"Debt Service Fund" shall mean the fund of that name created under Section 7.02 hereof.

“Default” shall mean an event or condition, the occurrence of which with the lapse of time or notice or both, become an Event of Default under Section 9.01 hereof.

“Event of Default” shall mean, with reference to this Ordinance, any of the occurrences described in Section 9.01 hereof.

“FILOT Revenues” shall mean the payments in-lieu-of taxes relating to the Projects and the Roche Property received by the Treasurer pursuant to the Park Agreements.

“Multi-County Fees” shall mean the fee payable by the County to the respective partner counties and any successors thereto under the Park Agreements with respect to FILOT Revenues received from properties located in the County.

“Net FILOT Revenues” shall mean the FILOT Revenues remaining after (i) any applicable special source revenue credits; (ii) payment of the Multi-County Fees; and (iii) any amounts allocated to the Florence County Economic Development Partnership.

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

“Park Agreements” shall mean (i) the Second Amendment to the Agreement for Development for Joint County Industrial Park dated as of June 19, 2008 between the County and Williamsburg County relating to the Heinz Project, which is attached hereto as Exhibit A; (ii) the Third Amendment to the Agreement for Development of Joint County Industrial Park dated as of June 26, 2008 between the County and Williamsburg County, as amended, relating to the Monster Project, a copy of which is attached hereto as Exhibit B; (iii) Fourth Amendment to the Agreement for Development for Joint County Industrial Park dated as of December 7, 2009 between the County and Williamsburg County relating to the MIT Project, which is attached hereto as Exhibit C, and (iv) the Agreement for Development for Joint County Industrial Park dated as of December 22, 1999 between the County and Marion County relating to the Roche Property, which is attached hereto as Exhibit D, as any of the agreements referred to in (i), (ii), (iii), or (iv) may be further modified, supplemented or amended from time to time; and (v) such other agreements entered in to by the County and any partner county pursuant to Section 4-1-170 of the Act, or any successor provision, which the County, in its discretion, may hereafter determine to include in this definition of “Park Agreements” for purposes of adding additional security to the Bond.

“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.

“Pledged Revenues” shall mean the Net FILOT Revenues.

“Projects” shall have the meaning specified in Section 1.01(C) hereof.

“Purchaser” shall mean the financial institution selected pursuant to Section 8.01 hereof.

“Registered Owner” shall mean the Person or Persons in whose name or names the Bond shall be registered on the Bond Register.

“Revenue Fund” shall mean the fund of that name created under Section 7.01 hereof.

“Roche Property” shall have the meaning specified in Section 1.01(E) hereof.

“State” shall mean the State of South Carolina.

“Treasurer” shall mean the Florence County Treasurer or the acting or interim County Treasurer of the County.

Section 2.02 Interpretations.

In this Ordinance, unless the context otherwise requires:

(A) Articles, Sections and paragraphs referred to by number shall mean the corresponding Articles, Sections and paragraphs of this Ordinance.

(B) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(C) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar terms, as used in this Ordinance refer to this Ordinance or Sections or paragraphs of this Ordinance and the term “hereafter” shall mean any date after the date of adoption of this Ordinance.

(D) References to the payment of principal of Bond shall be deemed to include payment of principal both at maturity and by mandatory redemption pursuant to any sinking fund payment obligations.

(E) Unless the context shall clearly indicate otherwise, all accounting terms used herein without definition shall be interpreted in accordance with generally accepted accounting principles.

ARTICLE III

**DESCRIPTION, AUTHORIZATION, MANNER OF EXECUTION,
REGISTRATION AND TRANSFER OF BOND**

Section 3.01 Authorization and Details of Bond.

The Bond shall be designated as the “Florence County, South Carolina, Special Source Revenue Bond (H.J. Heinz, Monster, and MIT Project), Series 2010” and shall be dated as of the date of its original issuance and delivery and shall be issued as a single certificate in the principal amount of \$3,000,000. The Bond shall bear interest from the date of delivery thereof, and interest thereon shall be payable on the anniversary of such date of delivery (the “Bond Payment Date”). Principal of the Bond shall be payable on each Bond Payment Date in such amounts and for such term as shall be determined by the Chairman in consultation with the County Administrator and County Finance Director, provided, however, that the final maturity of the Bond shall not occur more than 15 years from the dated date thereof.

The Bond shall be prepayable at the option of the County in whole but not in part, without penalty, upon fifteen (15) days prior written notice, on any Bond Payment Date. Any partial prepayments shall be applied to the Bond in the inverse order of maturity or otherwise as the Registered Owner shall determine in its sole discretion. The Council by majority vote, in consultation with the County Administrator and County Finance Director, is authorized to establish alternate payment provisions,

including without limitation a prepayment premium and limitations on prepayment, with respect to the Bond.

The Bond shall be issued in substantially the form as set forth in Exhibit E attached hereto, with necessary appropriate variations, omissions and insertions as permitted or required by this Ordinance.

The installments of principal, premium, if any, and interest on the Bond shall be payable to the Registered Owner thereof or its assigns by check or draft (via first class mail) or wire transfer of collected funds to such Person at his orders last appearing on the Bond Register. All payments of principal and interest on the Bond shall be payable in any lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 3.02 Execution of Bond.

The Bond shall be executed on behalf of the County by the manual or facsimile signature of the Chairman or Vice-Chairman of the Council and its corporate seal shall be impressed, imprinted, engraved or otherwise affixed or reproduced thereunto and attested to by the manual or facsimile signature of the Clerk to Council. If any of the officers who shall have signed or sealed the Bond shall cease to be such officer of the County before the Bond so signed and sealed shall have been actually delivered by the County, the Bond nevertheless may be issued and delivered with the same force and effect as though the person or persons who signed or sealed the Bond had not ceased to be such officer or officers of the County; and also the Bond may be signed and sealed on behalf of the County by those persons who, at the actual date of the execution of the Bond, shall be the proper officers of the County, although at the date of the Bond any such person shall not have been such officer of the County.

Section 3.03 Negotiability, Registration and Transfer.

The Treasurer shall maintain on behalf of the County, as Bond Registrar, a register to record the names and addresses of the last known Registered Owners of the Bond known as the Bond Register. Upon surrender of the Bond for transfer thereof by the Registered Owner, in person or by his attorney duly authorized in writing, together with a written instrument of transfer in form satisfactory to the Bond Registrar, including the address to which payment of the Bond is to be directed and at which presentment is to be made, duly executed by the Registered Owner or his attorney duly authorized in writing, and upon payment by such Registered Owner of a sum sufficient to cover any governmental tax or charge required to be paid, the Bond shall be reissued at the same interest rate to the transferee with a notation as to the principal amount outstanding as of the date of such transfer.

The County may deem and treat the Registered Owner of the Bond as the absolute owner of such Bond for the purpose of receiving any payment on the Bond and for all other purposes of this Ordinance, whether such Bond shall be overdue or not, and the County shall not be affected by any notice to the contrary. Payment of, or on account of, the principal and interest on the Bond shall be made to such Registered Owner or upon his written order. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

Notwithstanding anything herein to the contrary, absent the prior written consent of the County to appropriate modifications of the Bond and this Ordinance, the Bond may be assigned or transferred by the Purchaser or any subsequent Registered Owner only in whole but not in part.

Section 3.04 Limited Obligation of the County.

The Bond shall be a limited obligation of the County, the principal and interest on which shall be secured by, and payable by the County solely out of, the Pledged Revenues. THE BOND AND THE INTEREST THEREON DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY, OTHER THAN THE PLEDGED REVENUES, OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No breach by the County of this Ordinance or of any provision or condition hereof or in the Bond or of any agreement contained herein or in the Bond shall result in the imposition of any pecuniary liability upon the County, other than from the Pledged Revenues, or any charge upon its general credit or against its taxing power. The liability of the County under this Ordinance and the Bond or any provision or condition hereof or thereof or of any agreement herein or in the Bond contained or of any warranty herein or in the Bond included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the applicable property pledged herein. The County shall not be required to execute or perform any of its duties, obligations, powers or covenants hereunder or under the Bond except to the extent of the Pledged Revenues pledged thereto and available therefor.

THE PROVISIONS OF THIS SECTION 3.04 SHALL CONTROL EVERY OTHER PROVISION OF THIS ORDINANCE, ANYTHING IN SUCH OTHER PROVISIONS TO THE CONTRARY NOTWITHSTANDING.

ARTICLE IV

USE OF NET PROCEEDS OF THE BOND

Section 4.01 Reimbursement of County General Fund for Expenditures.

Upon the issuance of the Bond, the Purchaser shall remit the net sales proceeds of the Bond to the County for deposit as directed by the authorized officer of the County. The County may use such proceeds: (i) to reimburse itself for expenditures with respect to the Grants; (ii) to pay interest on the Bond for a period not to exceed one (1) year from the date of delivery thereof; and (iii) to pay costs of issuance associated with the Bond.

ARTICLE V

REPRESENTATIONS AND COVENANTS OF THE COUNTY

Section 5.01 Representations of County.

The County represents and warrants that:

- (a) The County is a body politic and corporate and a political subdivision of the State.
- (b) The County has full power, authority and legal right under the Constitution and laws of the State, including the Act, to: (i) to issue the Bond and to use the proceeds thereof to defray the cost of acquiring, by construction and purchase, the Projects; (ii) enact this Ordinance and execute and deliver

the Bond; and (iii) perform and observe all of the County's obligations under this Ordinance and the Bond.

(c) The County has held a public hearing with respect to the issuance of the Bond and will duly authorize the issuance of the Bond by the enactment of this Ordinance.

(d) This Ordinance and the Bond constitute the legal, valid and binding obligations of the County.

(e) To the best of the County's knowledge, the execution and delivery of the Bond, the enactment of this Ordinance, and performance by the County of its obligations hereunder and thereunder, do not and will not: (i) conflict with, or result in the violation or breach of, or constitute a Default or Event of Default or require any consent under, or create any lien, charge or encumbrance under the provisions of (x) the Constitution of the State or any law, rule or regulation of any governmental authority, or (y) any agreement; (ii) call into question 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 (iii) result in any suit, action of decree 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 Ordinance and the Bond or any other agreement or instrument to which the County is a party.

(f) The Park Agreements are in full force and effect and are legal, valid and binding and enforceable against the County and each of the partner counties thereto.

Section 5.02 Pledge and Security Interest.

The Bond shall be payable solely from and shall be secured by a pledge of and lien upon all of the County's right, title and interest in the Pledged Revenues. Such pledge and lien constitutes a first and prior pledge of and lien upon and security interest in the Pledged Revenues, subject to the provisions of Article VI hereof. Said pledge, lien and security interest shall at no time be impaired directly or indirectly by the County, and, subject to the provisions of said Article VI, the County's right, title and interest in the Pledged Revenues shall not otherwise be pledged and, except as expressly provided herein, no person shall have any rights with respect thereto.

Section 5.03 Amendments to Park Agreements or this Ordinance.

For the term of the Bond or until otherwise paid, the County, without the prior written consent of the Registered Owner or as may otherwise be expressly provided herein, shall not agree to:

- (i) amend, modify or terminate any of the Park Agreements;
 - (ii) a reduction in the rate or amount of fees in lieu of taxes otherwise currently payable by all fee (tax) payers whose properties are currently subject to the Park Agreements, so as to diminish the amount of FILOT Revenues otherwise receivable pursuant to the Park Agreements; provided, however, nothing herein shall be construed to limit the ability of the County to hereafter (a) add additional properties to any of the Park Agreements ("Additional Park Businesses") or (b) provide any fee in lieu of tax incentives, including infrastructure credits, pursuant to the Act, (1) to any Additional Park Businesses or (2) with respect to additional investment made after such date by businesses currently subject to any of the Park Agreements;
- or

(iii) amend, modify or terminate this Ordinance, except as may be (a) required in accordance with the provisions of Section 6.01 hereof and (b) necessary in order to enable the County, at its discretion, to add any additional security to the pledge and lien securing the Bond (including without limitation Net FILOT Revenues receivable with respect to any joint county industrial or park agreement established by the County with a partner county pursuant to Section 4-1-170 of the Act, other than the agreements set forth in Exhibits A, B, C, and D hereto).

ARTICLE VI

ADDITIONAL BONDS

Section 6.01 Additional Bonds.

Notwithstanding anything in this Ordinance to the contrary, the County shall be hereafter entitled to issue from time to time, in addition to the Bond, additional bonds payable from the Net FILOT Revenues, provided that (a) prior to any such issuance, the County demonstrates, to the Registered Owner's reasonable satisfaction, that Net FILOT Revenues for the preceding fiscal year of the County, as adjusted to reflect any additional annual Net FILOT Revenues as may reasonably be expected to be received by the County as a result of (i) any additional investment by industries or businesses since such fiscal year or (ii) any subsequent pledge by the County of amounts receivable pursuant to any joint county industrial or business park agreement established by the County with a partner county pursuant to Section 4-1-170 of the Act, other than the agreements set forth in Exhibits A, B, C, and D hereto, were sufficient to pay the Annual Debt Service Requirement on the Bond for such fiscal year plus the maximum annual debt service on the proposed issuance of additional bonds (net of any capitalized interest) at a rate of 1.35 times coverage; (b) the lien upon the Net FILOT Revenues securing such additional bonds is expressly stated to be equal in all respects (pari passu) to the lien established under this Ordinance with respect to the Bond; (c) the applicable provisions of this Ordinance, including without limitation Article VII hereof, are amended by enactment of ordinance of the Council to appropriately reflect the issuance of such additional bond and the parity first lien status, all to the reasonable satisfaction of the Registered Owner; and (d) nothing in this Ordinance shall be construed to prevent the issuance of bonds by the County secured by Net FILOT Revenues on a basis which is expressly stated to be junior and subordinate to the lien upon the Net FILOT Revenues securing the Bond and any such additional parity first lien bonds.

ARTICLE VII

FLOW OF FUNDS

Section 7.01 Revenue Fund.

The Treasurer shall create a special fund of the County to be designated as the "Florence County Series 2010 Special Source Revenue Bond (H.J. Heinz, Monster, and MIT Project) Revenue Fund" (the "Revenue Fund"), wherein all Net FILOT Revenues shall be deposited when received by the Treasurer and disbursed as follows:

(a) Unless the Treasurer shall have received notice from the County in accordance with paragraph (b) below, and provided that no Event of Default shall have occurred and be continuing, annual amounts received as Net FILOT Revenues shall be disbursed by the Treasurer as follows:

(1) The Treasurer shall first determine the County's pro-rata share, based on the proportion the County's millage rate bears to the total millage rate, of Net FILOT Revenues received, without regard to any required funding of the Debt Service Fund (the "County Pro-Rata Share").

(2) From the County Pro-Rata Share, the Treasurer shall then fund the Debt Service Fund in the manner provided in Section 7.02 hereof, to the extent available.

(3) If the County Pro-Rata Share has been sufficient to enable the Treasurer to meet the required funding of the Debt Service Fund in accordance with said Section 7.02, the Treasurer shall then (A) pay to the County the amount determined pursuant to subparagraph (1) above, less the amount the Treasurer has deposited in the Debt Service Fund, and (B) distribute the remaining amount, if any, among the remaining applicable taxing entities (other than the County) (the "Applicable Non-County Taxing Entities") in the same proportion as each such Applicable Non-County Taxing Entity's millage rate bears to the total millage rate of all Applicable Non-County Taxing Entities.

(4) In the event the amount paid into the Debt Service Fund pursuant to subparagraph (2) above is not sufficient to meet the required funding obligation in accordance with said Section 7.02, the Treasurer shall fund the deficiency in the Debt Service Fund from the amount of Pledged Revenues otherwise allocable to the Applicable Non-County Taxing Entities, on a pro-rata basis, based on the proportion each such Applicable Non-County Taxing Entity's millage rate bears to the total millage rate of all Applicable Non-County Taxing Entities. After such funding of the deficiency amount, the Treasurer shall distribute the remaining pro-rata allocable amounts to the Applicable Non-County Taxing Entities, based on the proportion each such Applicable Non-County Taxing Entity's millage rate bears to the total millage rate of all Applicable Non-County Taxing Entities.

(b) If the County shall have notified the Treasurer by the fifteenth day of the month next preceding a Bond Payment Date as to the same, annual amounts received by the Treasurer as Net FILOT Revenues shall be applied first to fund the Debt Service Fund in the manner provided in Section 7.02 hereof, and thereafter, except upon the occurrence and continuance of an Event of Default, any remaining balance after such funding of the Debt Service Fund shall be divided by the Treasurer pro-rata among all applicable taxing entities in the County in the same proportion as each such taxing entity's millage rate bears to the total millage rate.

The Treasurer may direct the investment and reinvestment of amounts on deposit in the Revenue Fund in any investments which are authorized for funds of political subdivisions under the laws of the State.

Section 7.02 Debt Service Fund.

(a) The Treasurer shall establish a special fund of the County to be designated as the "Florence County Series 2010 Special Source Revenue Bond (H.J. Heinz, Monster, and MIT Project) Debt Service Fund" (the "Debt Service Fund"). The Debt Service Fund shall be maintained by the Treasurer as a segregated account held in trust for the Registered Owner of the Bond. Moneys on deposit in the Debt Service Fund shall be used and applied solely to the payment of the principal of and interest on the Bond, all in accordance with the provisions of this Ordinance.

(b) Any amount of sale proceeds of the Bond designated pursuant to Section 4.01(b) hereof as capitalized interest shall be deposited by the Treasurer in the Debt Service Fund and used to offset any

payments of interest on the Bond required to be paid therefrom pursuant to the remaining provisions of this Section.

(c) Not later than March 1 of each year, commencing March 1, 2011, the Treasurer shall fund the Debt Service Fund from amounts in the Revenue Fund in an amount sufficient to pay the scheduled payments of principal of and/or accrued interest on the Bond on the succeeding Bond Payment Date(s) preceding March 1 of the following year (the "Annual Debt Service Requirement"). Such funding shall be reduced by the amount capitalized interest directed by the County to be funded by proceeds of the Bond deposited in the Revenue Fund or Debt Service Fund.

(d) In addition to payment of the Annual Debt Service Requirement, the Treasurer shall at any time, as necessary, fund the Debt Service Fund from amounts in the Revenue Fund to fund amounts sufficient to pay the principal of and accrued interest on the Bond payable as a result of any prepayment (except pursuant to the provision of Section 4.01(c) hereof) or acceleration of the Bond.

(e) The Treasurer may direct the investment and reinvestment of amounts on deposit in the Debt Service Fund in any investments which are authorized for funds of political subdivisions under the laws of the State.

ARTICLE VIII

SALE OF THE BOND

Section 8.01 Sale of the Bond.

Bids for the sale of the Bond shall be solicited by the County Administrator from one or more financial institutions as the County Administrator, in consultation with the County Finance Director, shall determine. The County Administrator shall award the Bond to the financial institution offering to purchase the Bond upon terms deemed by the County Administrator, in his sole discretion, to be in the best interests of the County.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.01 Events of Default; Acceleration; Waiver.

Each of the following events is hereby declared an Event of Default:

(i) default shall be made in the due and punctual payment of any installment of the principal of the Bond; or

(ii) default shall be made in the due and punctual payment of any installment of interest on the Bond; or

(iii) the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Ordinance on the part of the County to be performed, other than as referred to in the subsections (i) and (ii) of this Section 9.01, which failure shall continue for a period of 30 days after written notice by the Registered Owner specifying such

failure and requesting that it be remedied is given to the County by first-class mail, unless the Registered Owner shall agree in writing to an extension of time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Registered Owner shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until the Default is corrected; or

(iv) any representation or warranty made by the County under this Ordinance or any documents or information delivered to any Registered Owner was, when made, untrue or materially misleading; or

(v) the County shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of the County or any of their respective properties or assets, (ii) fail or admit in writing the inability of the County to pay the County's debts generally as they become due, (iii) make a general assignment for the benefit of its creditors or have an order for relief entered against the County in any proceeding under the federal bankruptcy code or (iv) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors, or take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute or an answer admitting the material allegations of a petition filed against the County in any proceeding under any such law, or if corporate action should be taken by the County for the purpose of effecting any of the foregoing.

Section 9.02 Legal Proceedings by the Purchaser.

Upon the happening and continuance of any Event of Default, then and in every such case the Registered Owner in its discretion may:

- (a) accelerate all amounts due on the Bond;
- (b) by mandamus, or other suit, action or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Ordinance;
- (c) bring suit upon the Bond;
- (d) by action or suit in equity require the County to account for the Pledged Revenues as if it were the trustee of an express trust for the Registered Owner; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

Section 9.03 Remedies Not Exclusive.

No remedy in this Ordinance conferred upon or reserved to the Purchaser or to the Registered Owner of the Bond 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 Ordinance or now or hereafter existing at law or in equity or by statute.

Section 9.04 Nonwaiver.

No delay or omission of the Purchaser or of the Registered Owner of the Bond 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.

Section 9.05 Application of Moneys Upon Event of Default.

Any moneys received by the Registered Owner upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings and second, to the amounts due under the Bond in such order as elected by the Registered Owner.

ARTICLE X

MISCELLANEOUS

Section 10.01 State Law Continuing Disclosure: Remedies.

(a) The County covenants to comply with the requirements of Section 11-1-85 of the South Carolina Code of Laws 1976, as amended, by filing with a central repository for availability in the secondary bond market when requested:

- (i) an annual independent audit, within thirty (30) days of the County's receipt of the audit; and
- (ii) event specific information within thirty (30) days of an event adversely affecting more than five percent of the Net FILOT Revenues.

(b) The County specifically reserves the right to amend the above covenant in order to reflect any applicable change, or repeal, in law, including without limitation said Section 11-1-85, without the consent of the Registered Owner of the Bond.

(c) The only remedy for failure by the County to comply with the covenants set forth in Section 10.01(a) above shall be an action for specific performance of such covenants; and failure to comply with such covenants shall not constitute a Default or an Event of Default under this Ordinance. However, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section 10.01.

Section 10.02 Severability.

If any one or more of the covenants or agreements provided in this Ordinance on the part of the County or any fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 10.03 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a

contract between the County and the Holders from time to time of the Bond, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

DRAFT

SECOND AMENDMENT TO FLORENCE-WILLIAMSBURG JOINT INDUSTRIAL
AND BUSINESS PARK AGREEMENT
DATED JUNE 19, 2008
[HEINZ PROJECT]

DRAFT

SECOND AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

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

WITNESSETH:

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

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

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

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

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


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

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

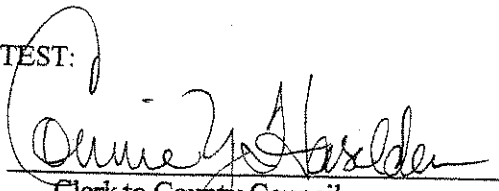
IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Second Amendment to Agreement for Development for Joint County Industrial Park to be effective as of June 19, 2008.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)


Chairman, Florence County Council

ATTEST:

By: 
Clerk to County Council
Florence County, South Carolina

WILLIAMSBURG COUNTY, SOUTH CAROLINA

(SEAL)


Chairman, Williamsburg County Council

ATTEST:

By: 
Clerk to County Council
Williamsburg County, South Carolina

DRAFT

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

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

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

THIRD AMENDMENT TO FLORENCE-WILLIAMSBURG JOINT INDUSTRIAL
AND BUSINESS PARK AGREEMENT
DATED JUNE 26, 2008
[MONSTER PROJECT]

DRAFT

THIRD AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

This Third 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. 38-2007/08 adopted by Florence County Council on June 26, 2008, and Ordinance No. 2008-010 adopted by Williamsburg County Council on 7/22, 2008 (collectively, the "Enabling Ordinances"), the Counties have determined that it is in the best interest of the Counties to enlarge the boundaries of the Park as authorized by Section 3 of the Agreement in order to promote economic development and thus provide additional employment opportunities within said Counties.

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

Section 1. Exhibit A to the Agreement which describes the boundaries of the Park with regard to the Florence Property, is amended by adding additional property described on Exhibit A-3 attached hereto.

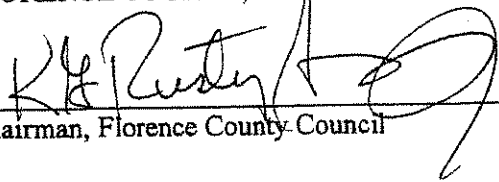
Section 2. The Agreement as to the property set forth in Exhibit _____ attached hereto, may not be terminated by either Party for a period of twenty (20) years following the effective date of this Amendment.

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

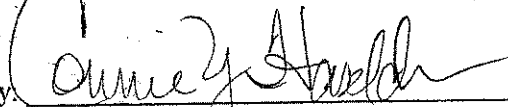
IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Third Amendment to Agreement for Development for Joint County Industrial Park to be effective as of June 26, 2008.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)


Chairman, Florence County Council

ATTEST:

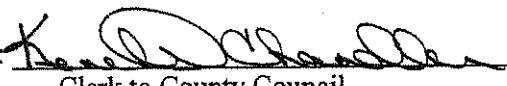
By: 
Clerk to County Council
Florence County, South Carolina

WILLIAMSBURG COUNTY, SOUTH CAROLINA

(SEAL)


Chairman, Williamsburg County Council

ATTEST:

By: 
Clerk to County Council
Williamsburg County, South Carolina

DRAFT

FOURTH AMENDMENT TO FLORENCE-WILLIAMSBURG JOINT INDUSTRIAL
AND BUSINESS PARK AGREEMENT
DATED DECEMBER 7, 2009
[MIT PROJECT]

DRAFT

FOURTH AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

This Fourth 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. 11-2009/10 adopted by Florence County Council on October 15, 2009, and Ordinance No. ~~1009~~ adopted by Williamsburg County Council on December 7, 2009 (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-4 attached hereto.

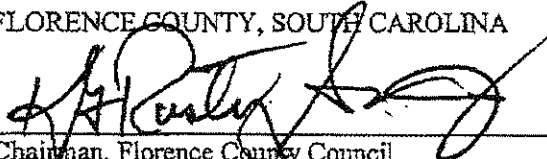
Section 2. The Agreement as to the property set forth in Exhibit A-4 attached hereto, may not be terminated by either Party for a period of twenty (20) years following the effective date of this Amendment.

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 December 7, 2009.

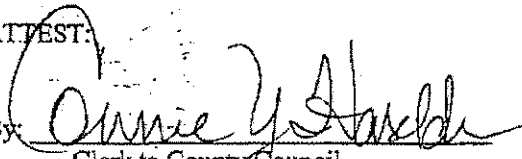
FLORENCE COUNTY, SOUTH CAROLINA

(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

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

All that certain piece, parcel, or tract of land shown and designated as Tract "A" containing 13.69 acres on a plat prepared by Nesbitt Surveying, Co., Inc., said plat being dated September 11, 2009.

DRAFT

Exhibit A-4 to MCP Agreement and Fourth Amended MCP Agreement

- LEGEND**
- ☐ CLEAN OUT
 - ⊗ WATER VALVE
 - ⊙ SEWER MANHOLE
 - ⊕ ELECTRIC BOX
 - ⊖ ELECTRIC METER
 - ⊗ CATCH BASIN
 - ⊘ 2 WATER METERS

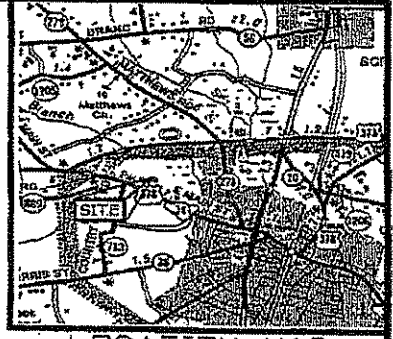
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	249.33	1493.36	249.04	S78°18'53"W

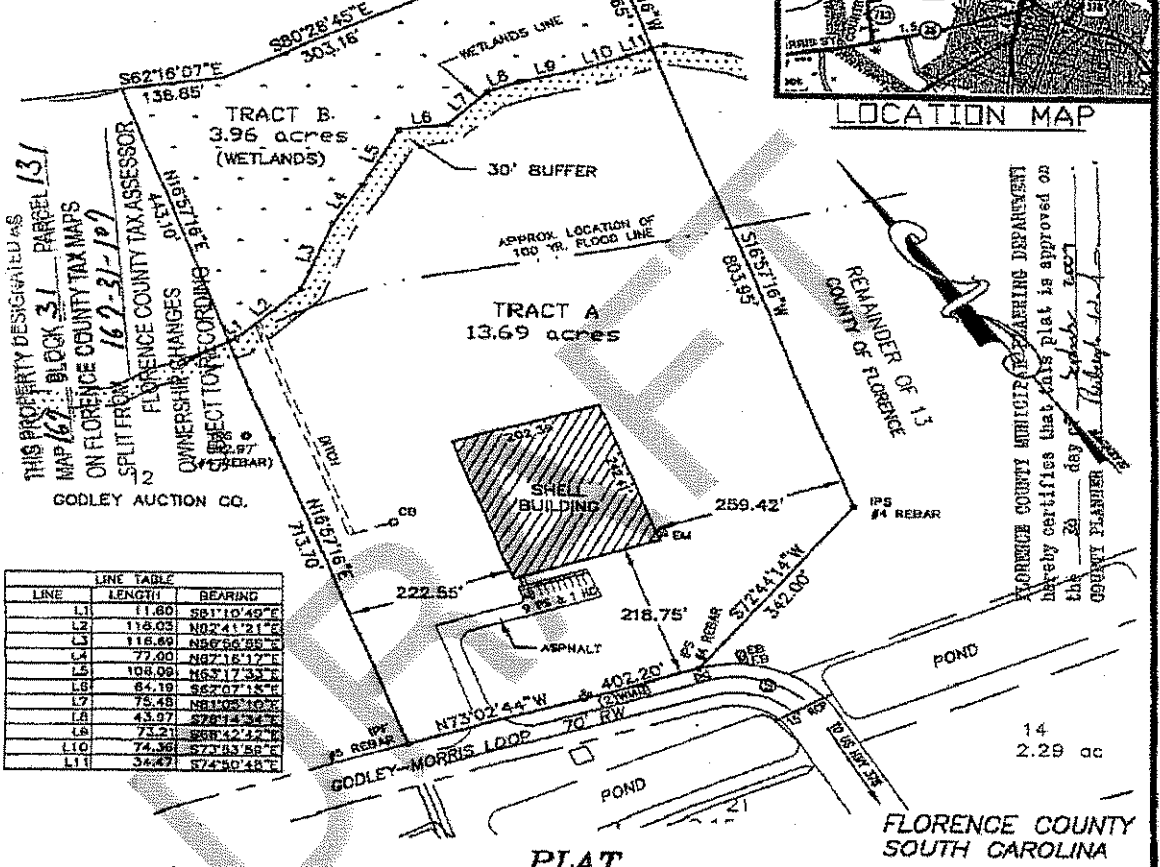
2005 SEP 30 AM 10:24

CONNIE WELLS-SHEARIN
CCCP & GS
FLORENCE COUNTY

TM# 167-31-085
SCDOT



LOCATION MAP



LINE TABLE

LINE	LENGTH	BEARING
L1	11.60	S81°10'49"E
L2	118.03	N87°41'21"E
C1	116.89	N87°56'55"E
C2	77.00	N87°18'17"E
L3	108.08	N87°17'33"E
L4	64.19	S62°07'15"E
L5	75.48	N81°05'10"E
L6	43.97	S72°14'34"E
L7	73.21	S68°42'42"E
L8	74.36	S71°43'58"E
L9	34.47	S74°50'48"E

THIS PROPERTY DESIGNATED AS
 MAP 167-31-085 BLOCK 31 PARCEL 13
 ON FLORENCE COUNTY TAX MAPS
 SPLIT FROM 167-31-107
 FLORENCE COUNTY TAX ASSESSOR
 OWNERSHIP CHANGES DIVISION
 DIRECTOR OF RECORDING DIVISION
 (REBAR)

GODLEY AUCTION CO.

FLORENCE COUNTY ENGINEERING DEPARTMENT
 hereby certifies that this plat is approved on
 this 30 day of September 2005
 COUNTY PLANNER

PLAT

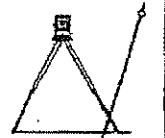
OF 2 TRACTS LOCATED WEST OF THE CITY OF LAKE CITY, FLORENCE COUNTY, SOUTH CAROLINA, BEING A PORTION OF THAT PROPERTY SHOWN AS LOT 13 SHOWN ON A PLAT FOR GODLEY-MORRIS COMMERCE PARK BY NESBITT SURVEYING CO., INC. DATED DEC. 18, 2002, RECORDED IN PLAT BOOK 84, PAGE 6. SURVEYED FOR:

COUNTY OF FLORENCE

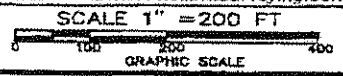
DATE: SEPT. 11, 2009 JOB NO: 09500 FLD BK: 270 PAGE: 66 REF JOB NO: TM# 167-31-107

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP 45041C03890, EFFECTIVE DATE DEC. 16, 2004, AND FOUND THE SUBJECT PROPERTY TO BE IN A FLOOD ZONE.

NOTE: THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY. UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.



NESBITT SURVEYING CO., INC.
 4340 ALLIGATOR ROAD
 U.S. HIGHWAY 76 & ALLIGATOR ROAD
 TIMMONSVILLE, S.C. 29161
 PHONE (843) 346-3302
 email davidn@nesbittsurveying.com



David A. Nesbitt
 DAVID A. NESBITT RLS NO 7823



96-77

FLORENCE-MARION JOINT INDUSTRIAL AND BUSINESS PARK AGREEMENT
DATED DECEMBER 22, 1999
[ROCHE PROPERTY]

DRAFT

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR DEVELOPMENT OF
COUNTY OF FLORENCE)	JOINT COUNTY INDUSTRIAL AND
)	BUSINESS PARK
COUNTY OF MARION)	

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Florence County is made and entered into as of this 22nd day of December, 1999 by and between Florence County and Marion County.

WITNESSETH:

WHEREAS, Florence County, South Carolina ("Florence County") and Marion, County, South Carolina ("Marion County"), pursuant to ordinance no. 20-99/2000 adopted by Florence County Council on December 9, 1999, and ordinance no. 99-32 adopted by Marion County Council on December 14, 1999 (collectively, the "Enabling Ordinances"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Florence County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

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

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Florence County and Marion County, their successors and assigns.

2. Authorization. Article VIII, Section 13(d) of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended, provide the constitutional and statutory authority and vehicle whereby a joint county industrial or business park, such as the Park, may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of property located in Florence County, as further identified in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be changed from time to time as authorized by ordinances of the County Councils of both Florence County and Marion County.

(B) In the event of any change in the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A, which shall contain a legal description of the boundaries of the Park, as changed, together with a copy of the ordinances of Florence County Council and Marion County Council pursuant to which such change was authorized.

(C) Prior to the adoption by Florence County Council and by Marion County Council of ordinances authorizing the change in the boundaries which would result in a diminution of the Park, separate public hearings shall first be held by Florence County Council and by Marion County Council. Notice of such public hearings shall be published in newspapers of general circulation in Florence County and Marion County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings (with respect to the county in question) shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be affected by such change.

4. As between Florence County and Marion County, the administration, development, promotion, and operation of the Park shall be the responsibility of Florence County.

5. Fee-in-Lieu of Taxes. Property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park, subject to any special source revenue bond payment or special source revenue credit that may be applicable.

6. Allocation of Expenses. Florence County and Marion County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park, in the following proportions:

- | | | | |
|----|-----------------|---|-----|
| A. | Florence County | - | 99% |
| B. | Marion County | - | 1% |

Provided, however, in no event shall Marion County be responsible for sharing any portion of the costs incurred by Florence County or the development expenses committed to by Florence County either on behalf of any tenant of the Park or in conjunction with any State agency or political subdivision prior to the effective date of this Agreement.

7. Allocation of Revenues. Florence County and Marion County shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of ad valorem property taxes or from any other source in the following proportions:

- A. Florence County - 99%
- B. Marion County - 1%

8. Revenue Allocation Within Each County.

(A) Revenues generated within the Park from sources other than fees paid in lieu of ad valorem property taxes shall be distributed directly to Florence County and to Marion County according to the proportions established by Paragraph 7 herein to be expended in any manner as the County Council of each County deems appropriate.

(B) Revenues generated by the Park through the payment of fees-in-lieu of ad valorem property taxes shall be distributed to Florence County and to Marion County according to the proportions established by Paragraph 7 herein. With respect to revenues allocable to Florence County by way of fees-in-lieu of taxes generated within the Park, such revenue shall be distributed within Florence County in the manner provided by ordinance adopted by the County Council of Florence County. With respect to revenues allocable to Marion County by way of fees-in-lieu of taxes generated within the Park, such revenue shall be distributed within Marion County in the manner provided by ordinance adopted by the County Council of Marion County.

9. Fees-In-Lieu of Taxes Pursuant to Titles 4 or 12, Code of Laws of South Carolina 1976, as amended. It is hereby agreed that the prior and/or future entry by Florence County into any one or more fee-in-lieu of tax agreements pursuant to Titles 4 or 12, Code of Laws of South Carolina 1976, as amended, or any successor statutes, with respect to property located in the Park and the terms of such agreements shall be at the sole discretion of Florence County, as shall any commitments or agreements relating to special source revenue bonds or credits.

10. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3), Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Florence County and Marion County shall be identical to the percentage established for the allocation of revenue to each of the counties pursuant to Paragraph 7 herein.


11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Florence County and Marion County agree that this Agreement may not be terminated by either party before January 2, 2022.

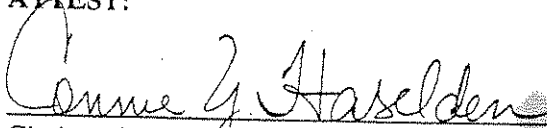
WITNESS our hands and seals as of the date first above written.

(SEAL)

FLORENCE COUNTY


Chairman, Florence County Council

ATTEST:


Clerk to Council, Florence
County Council

(SEAL)

MARION COUNTY

Chairman, Marion County Council

ATTEST:

Clerk to Council, Marion
County Council

11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Florence County and Marion County agree that this Agreement may not be terminated by either party before January 2, 2022.

WITNESS our hands and seals as of the date first above written.

(SEAL)

FLORENCE COUNTY

ATTEST:

Chairman, Florence County Council

Clerk to Council, Florence
County Council

(SEAL)

MARION COUNTY

ATTEST:

Marvin Steunso
Chairman, Marion County Council

Gardner N. Bradley
Clerk to Council, Marion
County Council

PROPERTY DESCRIPTION

TRACT 1:

All that certain piece, parcel or lot of land containing 219.343 acres, more or less, located in Florence County, South Carolina, fronting on State Route 24 near its intersection with the Seaboard Coastline Railroad as more particularly described in a Plat dated December 6, 1995, prepared for Roche Carolina Inc. and recorded in the Office of the Clerk of Court for Florence County, South Carolina, in Plat Book 59 at Page 117 on December 15, 1995, reference to which is hereby made for the metes and bounds thereof.

This being a portion of the same property conveyed to Roche Carolina Inc. by deed from Philip Britton recorded in the Office of the Clerk of Court for Florence County in Deed Book A351 at Page 757 on November 11, 1999

12/14/99
~ Doc# 748332.04 ~

DRAFT

FORM OF BOND

**FLORENCE COUNTY, SOUTH CAROLINA
SPECIAL SOURCE REVENUE BOND
(H.J. HEINZ, MONSTER, AND MIT PROJECT)
SERIES 2010**

No. _____

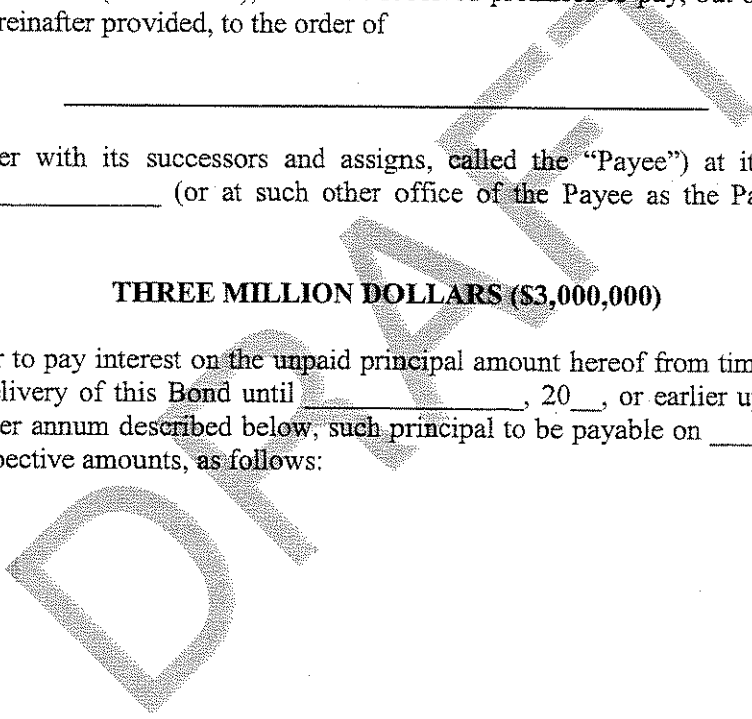
\$3,000,000

KNOW ALL MEN BY THESE PRESENTS that FLORENCE COUNTY, SOUTH CAROLINA (hereinafter called the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), for value received promises to pay, but only from the Pledged Revenues and as hereinafter provided, to the order of

(hereinafter, together with its successors and assigns, called the "Payee") at its principal office in _____ (or at such other office of the Payee as the Payee shall direct) the principal sum of

THREE MILLION DOLLARS (\$3,000,000)

, and in like manner to pay interest on the unpaid principal amount hereof from time to time outstanding from the date of delivery of this Bond until _____, 20__, or earlier upon prior redemption hereof, at the rate per annum described below, such principal to be payable on _____ of the years and in the respective amounts, as follows:



Interest hereon shall be payable each _____, commencing _____.
All unpaid principal and accrued interest hereon shall be due and payable on _____.

This Bond shall bear interest at the rate of _____ (____%) per annum.

If any installment of principal or interest is not paid on or before its due date, such unpaid installment shall bear interest from its due date until fully paid at the rate hereunder.

Interest on this Bond is payable by check or draft or wire transfer of collected funds of the United States of America, which at the respective times of payment is legal tender for the payment of public and private debts. The final installment of the principal of and interest on this Bond shall be paid upon presentation and surrender hereof to the County, at the office of the County Treasurer or at such other address designated by such Bond Register pursuant to the terms of the Ordinance (hereinafter defined). All other installments of principal and interest hereon shall be paid by check or draft (via first class mail) or wire transfer of collected funds to the registered owner at his address last appearing on the Bond Register (hereinafter defined).

This Bond is issued by the County for the purpose of defraying costs related to the Projects, as defined in the Ordinance, paying certain interest hereon during completion of the Projects, and paying costs of issuance hereof. This Bond is authorized to be issued and is issued under, pursuant to and in full compliance with the Constitution and statutes of the State of South Carolina, including particularly Section 4-1-175, Code of Laws of South Carolina 1976, as amended. This Bond is also authorized to be issued and is issued under and pursuant to an Ordinance of Florence County Council duly enacted on _____ (the "Ordinance").

The Ordinance contains provisions defining terms, including the properties comprising the Projects to be financed with the proceeds of this Bond; sets forth the revenues pledged for the payment of the principal of and interest on this Bond; sets forth the nature, extent and manner of enforcement of the security of this Bond and of such pledge, and the relative rights and remedies of the registered owner hereof with respect thereto; sets forth the terms and conditions upon which this Bond is issued and sets forth the rights, duties and obligations of the County thereunder. Reference is hereby made to the Ordinance for all of the provisions of which any registered owner of this Bond by the acceptance hereof thereby assents. The provisions of the Act and the Ordinance shall be a contract with the registered owner of this Bond.

This Bond and the interest thereon are special obligations of the County payable solely from, and secured equally and ratably by a pledge of and lien upon, the Pledged Revenues (as such term is defined in the Ordinance) derived by the County under the Ordinance which are pledged to the payment thereof. **THIS BOND, INCLUDING INTEREST THEREON, IS PAYABLE SOLELY FROM THE PLEDGED REVENUES HERETOFORE MENTIONED AND THE COUNTY IS UNDER NO OBLIGATION TO PAY THE SAME EXCEPT FROM SUCH SOURCES. THIS BOND SHALL NOT CONSTITUTE A DEBT OF THE COUNTY, NOR A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE COUNTY, OR ON ANY INCOME, RECEIPTS OR REVENUES THEREOF, OTHER THAN THE AFORESAID PLEDGED REVENUES PLEDGED THERETO. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THIS BOND OR THE INTEREST THEREON AGAINST THE GENERAL FUND OF THE COUNTY AND NEITHER THE CREDIT NOR THE TAXING POWER OF THE COUNTY SHALL BE DEEMED TO BE PLEDGED THERETO. THE FULL FAITH, CREDIT AND TAXING POWERS OF THE COUNTY ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.**

This Bond is transferable, as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar (as defined in the Ordinance) by the registered owner in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond shall be issued to the transferee in exchange

therefor as provided in the Ordinance. The County and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption, premium, if any, hereof and interest due hereon and for all other purposes.

If any payment of principal of or interest on this Bond falls due on a day which is not a Saturday or Sunday or legal holiday or a day on which banking institutions in the State of South Carolina are authorized or required by law to close (a "Business Day"), then such due date shall be extended to the next succeeding Business Day, and interest shall be payable in respect of such extension.

At its option, the County may prepay all or a portion of the principal of this Bond, without penalty, on any Bond Payment Date upon fifteen (15) days prior written notice. All partial prepayments of principal hereof shall be applied in the inverse order of scheduled maturities hereof, or in such other order as the registered owner hereof shall determine in its sole discretion.

Under the laws of the State of South Carolina, the principal of, premium, if any and interest on this Bond are exempt from any and all State, county, municipal and other taxation under the laws of the State of South Carolina except estate and transfer taxes and certain franchise fees.

Any registered owner of this Bond shall have the right to institute any suit, action or proceeding for the enforcement of the Ordinance or this Bond as provided in the Ordinance. In certain events, on the conditions, in the manner and with the effect set forth in the Ordinance, the outstanding principal balance of this Bond may be declared due and payable before the stated maturity thereof, together with interest accrued hereon.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and statutes of the State to exist, to happen and to be performed precedent to and in the issuance of this Bond, do exist, have happened, and have been performed in due time, form and manner as required by law; that this Bond does not exceed any constitutional or statutory limitation of indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond, as provided in the Ordinance.

IN WITNESS WHEREOF, Florence County, South Carolina, has caused this Bond to be executed in its name by the manual signature of the Chairman of the County Council and attested by the manual signature of its Clerk to County Council under the seal of the County impressed, imprinted or reproduced hereon, all as of the _____ date of _____, 2010.

FLORENCE COUNTY, SOUTH CAROLINA

Chairman
Florence County Council

(SEAL)

ATTEST:

Clerk to County Council
Florence County, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council on April 15, 2010. The Ordinance was read at three public meetings of the County Council on three separate days, February 18, 2010, March 18, 2010, and April 15, 2010. An interval of at least seven days occurred between second and third readings of the Ordinance. At each such meeting, a quorum of the County Council was present and remained present throughout the meeting.

All meetings were regular meetings of the County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the "Freedom of Information Act").

The original of the Ordinance is duly entered in the permanent records of County Council, in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this ____ day of April, 2010.

(SEAL)

Clerk to County Council
Florence County, South Carolina

First Reading: February 18, 2010
Second Reading: March 18, 2010
Third Reading: April 15, 2010
Public Hearing: March 18, 2010

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Second Reading - Ordinance No. 29-2009/10

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The General Election And Associated Primaries And Runoffs Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 29-2009/10.
2. Provide alternate directive.

ATTACHMENTS:

1. Ordinance No. 29-2009/10.
2. Election Authority Agreement.
3. Minutes from the February 2, 2010 Special Meeting of the Florence County Elections and Voter Registration Commission.
4. City of Florence Ordinance No. 2010-04.

Sponsor(s) : County Council
 First Reading/Introduction : February 18, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : March 18, 2010
 Public Hearing : March 18, 2010
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 29-2009/10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Accepting The Transfer By The City Of Florence To The Florence County Election Commission Of The Authority To Conduct The General Election And Associated Primaries And Runoffs Of The City Of Florence And Authorizing The Execution Of An Agreement Providing For Such Transfer And Other Matters Related Thereto.)

WHEREAS:

1. The Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this ordinance exist, and that the statements made with respect thereto are true and correct; and
2. Section 5-15-145 of the South Carolina Code of Laws, 1976, as amended (the "Enabling Act"), provides that a municipality may transfer the authority for conducting municipal elections to the county election commission, which is authorized by the Enabling Act to conduct municipal elections; and
3. The Enabling Act provides, as a condition of the transfer by a municipality to a county election commission of the authority to conduct a municipal election, that the governing bodies of the municipality and the county must agree to the terms of the transfer and enact ordinances embodying the terms of that agreement, with the municipal ordinance stating what authority is being transferred and the county ordinance accepting such authority; and
4. The City of Florence ("the City") has expressed a desire to transfer complete authority to conduct its general elections and associated primaries and runoffs of the City to the Florence County Election Commission; and
5. Council desires to accept the authority from the City in accordance with the Enabling Act and finds the conduct of the general elections and associated primaries and runoffs for the City by the Florence County Voter Registration/Elections Commission will serve a valid public purpose within the authority of the County acting by and through the Election Commission.

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

1. Council accepts the transfer by the City to the Election Commission of the authority to conduct the City's general elections and associated primaries and runoffs. The scope of such authority shall be as set forth in the Election Authority Agreement (the "Agreement") between the City and the County, such Agreement being attached hereto as "Exhibit A." The Florence County Election Commission shall also be authorized to resolve any protests concerning any contested matters or any other protests associated with the general elections or primaries.
2. The City of Florence agrees to reimburse the County for any and all costs related to the City's general elections and associated primaries and runoffs.
3. The Chairman of Council is authorized to execute the Agreement, which shall be in substantially the form as attached hereto as "Exhibit A," on behalf of the County.
4. The Election Commission is hereby directed to conduct the City's general elections and associated primaries and runoffs.
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 with the invalid provision or application and to this end, the provisions of this Ordinance is severable.

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

City's general elections and associated primaries and runoffs, including and without limitation any costs or attorney's fees which may be incurred by the County in the event of a proceeding contesting the aforementioned elections or the conduct thereof, or any litigation arising out of the same.

IN WITNESS WHEREOF, the City and the County has each caused this instrument to be signed in their names by their duly authorized officers as of the date first hereinabove written.

CITY OF FLORENCE, SOUTH CAROLINA

Attest:

By: _____
Stephen J. Wukela, Mayor

David N. Williams
City Manager

FLORENCE COUNTY, SOUTH CAROLINA

Attest:

By: _____
K.G. Rusty Smith, Jr., Chairman

Richard A. Starks
County Administrator

DRAFT

MINUTES
FLORENCE COUNTY ELECTIONS
&
VOTER REGISTRATION COMMISSION
SPECIAL MEETING
FEBRUARY 2, 2010 – 10AM
ELECTIONS CENTRAL FACILITY

DRAFT

COMMISSIONERS PRESENT: James Tanner, Rudy Hughes, Jay Jordan, Quincy Kennedy, Harriet Smith, Russell Barrett Absent: Tony Whitlock

Visitors Present: Spencer Scott, Steven Wekula Jr., John Wekula, Julian Young, Glenn Willis, Tommy Phillips, Jon-Mark Craddock, Jim Peterson, Jim Rushton

- I. Call to order, roll call: Chairman Tanner
- II. Pledge and Prayer: David Alford
- III. Public Comments: Introduction of visitors
- IV. All present were given a copy of the election ordinance of the City of Florence proposing a request for the Florence County Election Commission to permanently manage the City Primary and General Election as an inclusive part of the statewide primary and general election ballot.(enclosed)
- V. Attorney Peterson reviewed the ordinance and explained its intent.
- VI. The Commission asked logistical questions regarding the ordinance and various visitors were included in the discussion of the implementation of the ordinance. State Law 7-13-1040 addressing primaries and voters stand prominent.
- VII. A motion was made by Jay Jordan, Sec. Russell Barrett Unanimous vote: The motion: The Florence County Election Commission to conduct the City of Florence primary and general election, pending County Council approval, leaving in abeyance the means of conducting the said primary.

VIII. A motion to close was made by Rudy Hughes, Sec. Russell Barrett:
Unanimous.

Rudy Hughes, Vice Chair

Jay Jordan, Secretary

DRAFT

ORDINANCE NO. 2010-04
(As Amended on February 8, 2010)

AN ORDINANCE TO AMEND SECTION 2-20 OF THE CITY CODE IN ORDER TO CODIFY THE COMPLETE PROCESS FOR THE HOLDING OF THE MUNICIPAL ELECTIONS IN 2010 AND SUBSEQUENT YEARS FOR THE OCCUPANCY OF THE OFFICE OF MAYOR AND CITY COUNCIL AND FOR ESTABLISHING CERTAIN TIMES FOR THE FILING OF NOMINATION PETITIONS, HOLDING PRIMARIES OR CONVENTIONS, THE ENTRY OF CANDIDATES FOR NOMINATIONS IN MUNICIPAL PARTY PRIMARY ELECTIONS OR CONVENTIONS AND THE TIME FOR CLOSING OF ENTRIES AND TO TRANSFER THE POWERS, DUTIES, AND RESPONSIBILITIES FOR CONDUCTING MUNICIPAL ELECTIONS TO THE FLORENCE COUNTY ELECTION COMMISSION PURSUANT TO §5-15-145 OF THE SOUTH CAROLINA CODE OF LAWS

WHEREAS, Section 5-15-70 of the Code of Laws of South Carolina, 1976, as amended, requires that certain times be established by Ordinance for the conduction of Municipal Elections; and

WHEREAS, it is the desire of Council to pass an ordinance which continues our present method of elections as established in §2-20, but to eliminate the past practice of passing a separate ordinance for each election cycle, thereby eliminating any appearance that the mayor or council members up for election are involved in setting the rules for an election process; and

WHEREAS, Section 5-15-145 of the Code of Laws of South Carolina, 1976, as amended, specifically provides for the transfer of the powers, duties, and responsibilities for conducting municipal elections to the county election commission.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Florence at a meeting duly assembled and by the authority thereof, as follows:

- I. Section 2-20 of the City Code is hereby amended to read as follows:

Sec. 2-20. Composition of governing body; election of members, term of office, filling vacancies.

(a) *Composition.* The governing body of the city shall henceforth by a city council composed of seven (7) members, one of whom shall be mayor, and all of whom shall be residents of the city.

(b) *Method of election.* The mayor and three (3) council members shall be elected at large and three (3) council members shall be elected from the districts shown on the map on file in the office of the municipal clerk as Districts I, II and III. The three (3) council members elected from districts must reside in the district they represent both at the time of

qualifying for election and during their term of office.

(c) *Election dates.* Regular elections shall be held on the first Tuesday following the first Monday in November in each even numbered year.

(1) On the first Tuesday following the first Monday in November, 2008, a mayor and two (2) council members will be elected at large, and thereafter an election for a mayor and two (2) council members at large shall be held on the first Tuesday following the first Monday in November in every fourth year. On the first Tuesday following the first Monday in November, 2010, one (1) council member will be elected at large and three (3) council members will be elected from the districts, and thereafter an election for one (1) council member at large and three (3) council members from the districts shall be held on the first Tuesday following the first Monday in November in every fourth year. The regular election shall be held on the dates prescribed above during voting hours beginning at 7:00 a.m. and concluding at 7:00 p.m.

(2) In the event of a tie vote for any office, a runoff election shall be held pursuant to section 5-15-125 of the South Carolina Code of Laws two (2) weeks following the election in which the tie vote occurred.

(d) *Nomination and election schedule.* Nominations of candidates may be by political party or by petition. The beginning and ending dates for nomination and election events held in each municipal, primary, and general election year shall be in accord with the following schedule:

(1) Beginning date for candidates filing statements of intention of candidacy, along with their Statement of Economic Interest with the chairman of the respective Florence County political party for nominations by convention or primary: twelve o'clock noon, March 16.

(2) Closing date for filing statements of intention of candidacy, along with their Statement of Economic Interest with the chairman of the respective Florence

County political party for nominations by convention or primary: twelve o'clock noon, March 30. By noon, on the tenth (10th) day following the deadline for filing statements by candidates, the County Chairman of the respective political party shall file with the Florence County Election Commission written certification of the name and office sought of all candidates to be placed on the ballot of that political party and their individual statement of intention of candidacy and verification by the political party County Chairman that each candidate certified meets or will meet by the time of the General Election the qualification for office for which the candidate has filed.

(3) Party conventions, if party nomination by convention: any day in the second full week of June.

(4) Political party primaries for nominating candidates shall be held at the regular polling places and conducted by the Florence County Election Commission in conjunction with the County and Statewide Primaries on the second Tuesday in June of each general election year during voting hours beginning at 7:00 a.m. and concluding at 7:00 p.m.

(5) Primary runoffs, if necessary: the Tuesday two weeks after the primary or the last runoff until candidate is chosen.

(6) Published notice by city of general election: at least sixty (60) days prior to election day, and a second notice shall be given no later than two weeks after the first notice.

(7) Closing date for petition candidates to file petitions, along with a Statement of Economic Interest, with the county election commission: twelve o'clock noon, on July 15 or, if July 15 falls on Saturday or Sunday, by twelve o'clock noon on the following Monday. The petition must bear the signatures of at least five (5%) percent of the electors qualified to vote for the office being sought.

(8) Last day for county election commission to validate petitions of petition candidates: twelve o'clock noon, on August 15 or, if August 15 falls on Saturday or Sunday, by twelve o'clock noon on the following Monday.

(9) Closing date for parties to file certification of party nominees with the county election commission: twelve o'clock noon, on August 15 or, if August 15 falls on Saturday or Sunday, by twelve o'clock noon on the following Monday.

(10) Election day: first Tuesday after first Monday in November in each even numbered year.

When any date prescribed herein falls on a Saturday, Sunday, or legal holiday, the determination of whether an alternate date is required or permitted shall be made in accord with the general law of the state, but the selection of an alternate date shall not change the time of day requirements provided for herein.

(e) *Publication of Notice.* No later than March 1 of each municipal general election year, the municipal clerk shall cause to be published, in a newspaper of general circulation in the city, a schedule identifying the specific date for that year for the events contained in subsection (d) of this section. Said notice will specifically identify the offices scheduled for election during that particular year, and it shall contain the following language in all capital letters and bold print:

NOTICE TO CANDIDATES AND POLITICAL ORGANIZATIONS: STATE STATUTES REGULATING CAMPAIGN PRACTICES APPLY TO MUNICIPAL ELECTIONS, AND FAILURE TO FILE STATEMENTS OF ECONOMIC INTEREST AT THE TIME OF FILING FOR NOMINATION AND OF FILING FOR ELECTION WILL RESULT IN DISQUALIFICATION.

(f) *Special elections.* The above provisions shall not apply to a special election which may be required to fill the unexpired term of the mayor or any member of council because of resignation, death, disqualification, or any other cause requiring a special election to fill a vacant office of the mayor or any member of city council.

(g) *Election Commission.* Pursuant to the provisions of §5-15-145 of the Code of Laws of South Carolina, 1976, as amended, it is ordained by the City Council of the City

of Florence that all authority for the conducting of primary and general municipal elections is hereby transferred to the Florence County Election Commission in the following particulars:

- (1) The Florence County Election Commission shall advertise municipal elections, prepare and distribute ballots and election materials, appoint managers of election for each polling place, and otherwise supervise and conduct all municipal elections within the City of Florence.
- (2) Immediately upon the closing of the polls at any municipal election in the City of Florence, the Florence County Election Commission shall begin to count and continuously count the votes cast for each candidate for Mayor and Council Member, canvass the vote, and publicly display the unofficial results.
- (3) The Florence County Election Commission shall thereafter certify the results of the elections and transmit the certified results to the Florence City Council or an appointed authority representing the City Government as soon as practical following the certification.
- (4) The Florence County Election Commission shall accept statements of intention of candidacy from political parties after filing closes.
- (5) The Florence County Election Commission shall utilize an automated election system and computer counting with the count publicly conducted.
- (6) Political party primaries for nominating candidates shall be held at the regular polling places and conducted by the Florence County Election Commission in conjunction with the County and Statewide Primaries on the second Tuesday in June, during voting hours beginning at 7:00a.m. and concluding at 7:00 p.m.
- (7) The Florence County Election Commission shall determine the validity of any challenged or provisional ballots in accordance with §7-13-830 of the S. C. Code of Laws, 1976, as amended, for the primaries and the general election at the meetings specified in either §7-17-510 or §7-17-10, as applicable.

(8) The Florence County Election Commission shall hear and decide protests and certify the results of municipal general elections.

(9) The results of any political party primary will be declared by the party for which the primary is being conducted, and protest of results in primaries will be heard and decided by the respective political party for the primary involved pursuant to the provisions §5-15-80 of the S. C. Code of Laws, 1976, as amended.

(h) *Filing fee.* Any filing fee for candidates filing to run in political primaries for the offices of Mayor and City Council shall be collected by the political parties and paid over to the city to help offset the cost of the primaries.

(i) *Determining Results of the General Election.* During the years involving the election of the mayor and two at large council seat, the person receiving the highest number of votes for mayor shall be declared elected, and the two persons receiving the highest numbers of votes for the two (2) at-large council seats shall be declared elected. During the years involving the election of one (1) council member at large and three (3) council members from the districts, the person receiving the highest number of votes for the District 1 council seat, the person receiving the highest number of votes for the District 2 council seat, the person receiving the highest number of votes for the District 3 council seat, and the person receiving the highest number of votes for the at-large council seat, shall be declared elected. In the event of a tie, a runoff election shall be held two weeks following the General Election pursuant to §5-15-125 of the S. C. Code of Laws, 1976, as amended.

(j) *Reapportionment.* The city council shall within a reasonable period of time after each federal census reapportion the districts shown on the map, if necessary, after the census information is available to council in accordance with law.

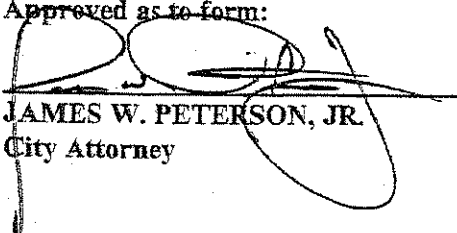
(k) *Terms.* The mayor and council members shall be elected for terms of four (4) years.

(l) *Filling vacancies.* Pursuant to §5-7-200 of the S. C. Code of Laws, 1976, as amended, if any vacancy occurs in the office of mayor or city council, and such vacancy be for an unexpired term of one hundred eighty (180) days or more, it shall be filled for the remainder of the unexpired term by a special election, but in case the vacancy is for a period of less than one hundred eighty (180) days, it shall be filled for the remainder of the unexpired term by an appointment made by a majority of council.

2. This ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence.

ADOPTED THIS 8th DAY OF February, 2010.

Approved as to form:




JAMES W. PETERSON, JR.
City Attorney



STEPHEN J. WUKEL
Mayor

Attest:



DIANNE M. ROWAN
Municipal Clerk

APPROVED ON FIRST READING AT A
MEETING OF FLORENCE CITY COUNCIL
DATE 1-11-2010

ADOPTED ON SECOND READING
DATE 2-8-2010

COPY TO Mr. David Alford; Jim Peterson

FLORENCE COUNTY COUNCIL MEETING
Thursday, March 18, 2010

AGENDA ITEM: Ordinance No. 30-2009/10
Introduction



DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Property Owned By KAT-ROX LLC., Located At Pamplico Highway And South Flanders Road, Florence County To PD 2010-01, Planned Development District Shown On Florence County Tax Map 90147, Block 03, Parcel 66, Consisting Of Approx. 22.08 Acres.] (*Planning Commission approved 9-0; Council District 5*)

POINTS TO CONSIDER:

1. The property is located in Council District 5.
2. The subject property is currently unzoned.
3. The property is currently cut timberland.
4. The property is surrounded by single-family residential, commercial properties and vacant land.
5. The applicant wishes to develop the site for a townhome subdivision.
6. The subject property is presently designated as a Residential Preservation area with a small portion in the southwest corner in a Rural Preservation area.
7. Therefore, the applicant's request to zone this property to PD will comply with the Land Use Element of 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.30-2009/10
2. Staff report for PC#2010-01
3. Vicinity map
4. Location map
5. Comprehensive Land Use Plan map
6. Zoning map
7. Aerial photograph
8. PD-2010-01-SITE PLAN
9. PD-2010-01-SIGNAGE
10. Comprehensive Plan information
11. Zoning Ordinance information

Sponsor(s)	: Planning Commission	
Planning Commission Consideration	: February 23, 2010	I, _____,
Planning Commission Public Hearing	: February 23, 2010	Council Clerk, certify that this
Planning Commission Recommendation	: February 23, 2010 [Approved 9-0]	Ordinance was advertised for
First Reading/Introduction	: March 18, 2010	Public Hearing on _____.
Committee Referral	: N/A	
Second Reading	: April 15, 2010	
Third Reading	: May 20, 2010	
Effective Date	: Immediately	

ORDINANCE NO. 30-2009/10

[An Ordinance To Zone Property Owned By KAT-ROX LLC., Located At Pamplico Highway And South Flanders Road, Florence County To PD 2010-01, Planned Development District Shown On Florence County Tax Map 90147, Block 03, Parcel 66, Consisting Of Approx. 22.08 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 February 23, 2010.

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

1. Property located at Pamplico Hwy and South Flanders Rd. bearing Tax Map 90147, Block 03, Parcel 66, approximately 22.08 acres is hereby zoned to PD 2010-01, Planned Development District.

The Planned Development zoning shall be subject to the following requirements:

Allowed Uses (NAICS):
Townhomes (81411)

Residential Density:
9.75 Per acre

Minimum Setback Requirements:
25 Feet Front
0 and 5 Feet Side (Alternating as shown on PD-2010-01 SITE PLAN)
15 Feet Rear

Impervious surface ratio:
50%

Floor area ratio:
55%

Building Heights:

Maximum building height of 38 feet

Water and sewer:

Pump station and force main to be conveyed to City of Florence.

Water mains (6" and 8") water lines to be conveyed to the City of Florence.

All other water and sewer improvements to remain private.

Storm water

Storm water system shall remain private

Site Plan:

Per exhibit PD-2010-01-SITE PLAN

Signage:

Per exhibit PD-2010-01-SIGNAGE

Off-street parking and loading spaces shall comply with the requirements of Sections 30-28 and 30-29, as applicable for the various uses proposed for the PD, and the requirements of Article VI of Chapter 30- Zoning Ordinance of the Florence County Code.

Buffer areas are not required for internal use. The southern property line will utilize a 25 foot wide type A buffer. The eastern property line will utilize a 20 foot wide type C buffer. The western property line will utilize a 20 foot wide type B buffer. The northern property line will utilize a 25 foot wide type C buffer. Buffer areas shall be required for peripheral uses only, and shall be provided in accordance with the minimum requirements for adjacent uses prescribed by Article IV of Chapter 30- Zoning Ordinance of the Florence County Code.

The streets shall remain private and meet the design and construction standards promulgated for public streets; further provided that an acceptable maintenance plan be submitted to and approved by the planning commission prior to permitting.

Landscaping and open space requirements shall comply with the provisions of Article IV of Chapter 30- Zoning Ordinance of the Florence County Code.

2. Public improvements and/or "common" amenities or infrastructure proposed and established herein shall be installed in accord with the development schedule. Where proposed or requirement improvements have not been completed by the applicant/developer prior to the scheduled target date and certified by the zoning administrator, the applicant/developer may provide financial guarantees to ensure the proper installation of such required improvements. The nature and duration of the guarantees shall be structured to achieve this goal without adding unnecessary costs to the developer. See PD-2010-01-SITE PLAN for detail.
3. Official copies of PD-2010-01 PLANNED DEVELOPMENT DISTRICT, PD-2010-01-SITE PLAN and PD-2010-01-SIGNAGE shall be kept on file in the Florence County Planning office. Any zoning requirements not directly addressed in these documents shall comply with the R-3 Single-Family Residential District.
4. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
5. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this

Ordinance are severable.

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
February 23, 2010
PC#2010-01
ORDINANCE NO. 30-2009/10**

Subject: Zoning request to PD, (PD-2010-01) Planned Development from unzoned.

Location: Property located at the end of South Flanders Road and Pamplico Hwy

Tax Map Number: 90147, Block 03, Parcel 066

Council District(s): 5, County Council

Owner of Record: KAT-ROX LLC.

Applicant: Aubrey Richardson

Land Area: Approximately 22.08 acres

Existing Land Use and Zoning:

The subject property is currently undeveloped timberland. The property is currently unzoned.

Proposed Land Use and Zoning:

The applicant proposes to zone the subject property to PD, Planned Development to facilitate a Townhome development.

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.

Surrounding Land Use and Zoning:

North: Residential / unzoned, Florence County
South: Undeveloped farm land / unzoned, Florence County
East: Residential / unzoned, Florence County
West: Residential / unzoned, Florence County

Florence County Comprehensive Plan:

The majority of the subject property is located in a Residential Preservation area with a small portion in the southwest corner in a Rural Preservation area according to the Comprehensive Plan Land Use Map. While the applicant has requested to zone this property as Planned Development (PD), this request does comply with both land use designations.

Residential Preservation is intended to protect and sustain existing low density single-family residential areas, including property values and amenities, and provide for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses. (Zoning Districts Permitted: R-1, R-2, PD) Rural Preservation is intended to provide areas for rural uses, including single-family homes and corresponding accessory uses, as well as agrarian uses, typically in an undeveloped and/or agricultural setting. (Zoning Districts Permitted: RU-1, RU-2, PD)

Staff Analysis:

Access and Circulation - Emergency access to the property will be by way of South Flanders Ave. and Pamplico Hwy.

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

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

Background - This project was originally approved as a commercial condominium project. The applicant is requesting to change the zoning of the property from unzoned to PD, Planned Development District to restrict the property to townhome use only.

Traffic Review - The proposed change in zoning should have little effect on the traffic flow along Claussen Road, however the entrance onto Pamplico Hwy. may cause an increase in traffic flow.

Technical Review Meeting Action: February 8, 2010

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

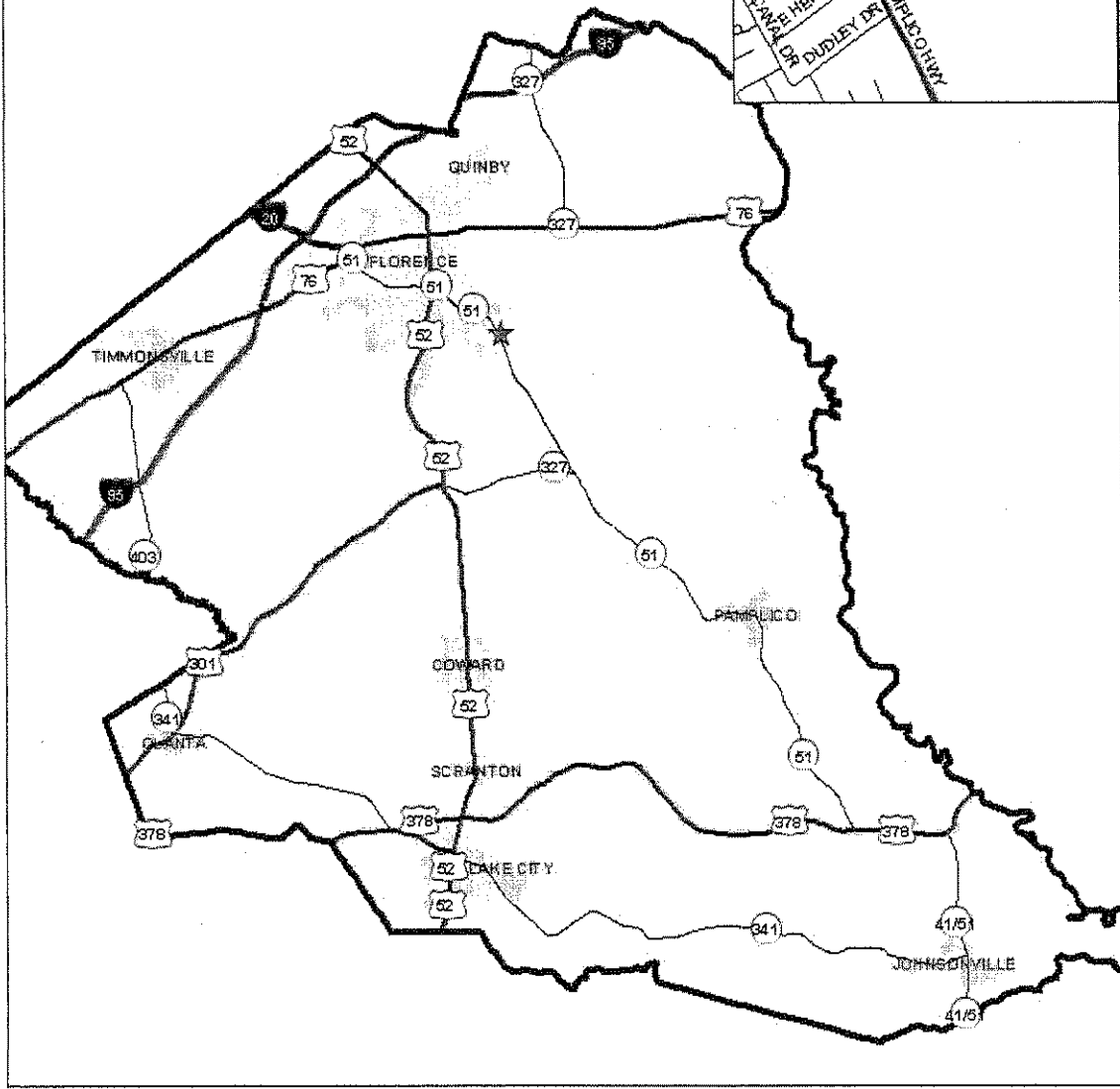
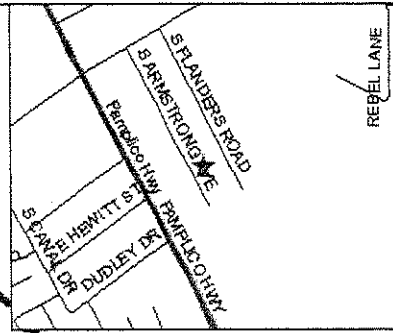
Florence County Planning Commission: February 23, 2010

The nine Planning Commission members present approved the zoning request unanimously at the meeting held on February 23, 2010.

Florence County Planning Commission Recommendation:

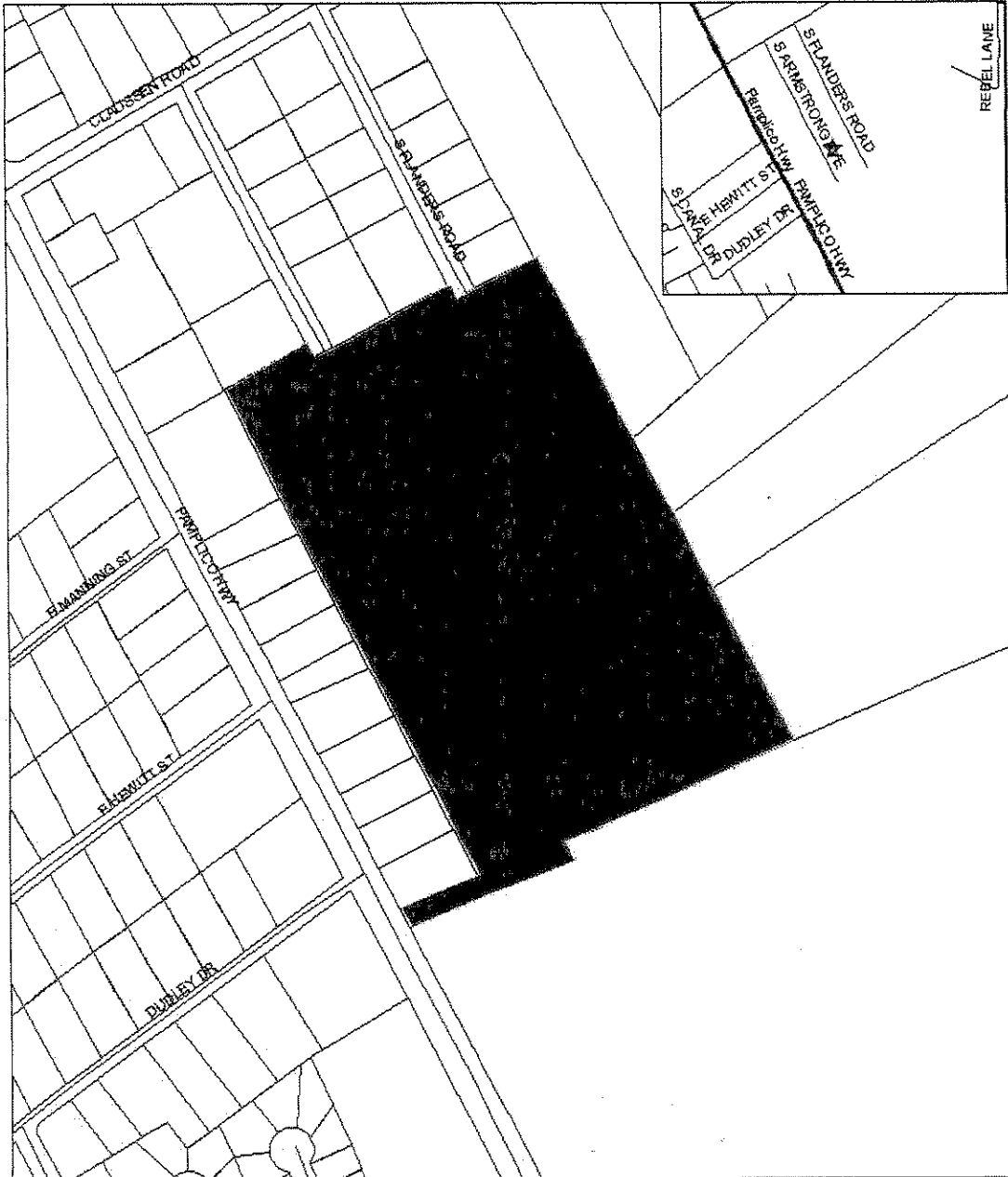
The Planning Commission recommends approval of the zoning request by Florence County Council based on the request being in compliance with the Comprehensive Plan Land Use Map.

Location Map

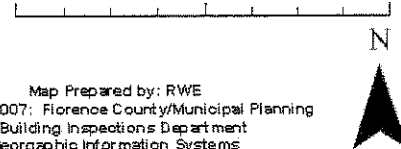


Map Prepared by: RWE
 Copyright 2007: Florence County/Municipal Planning
 & Building Inspections Department
 Geographic Information Systems
 2007

COUNTY COUNCIL DISTRICT(S): 5
PC#2010-01



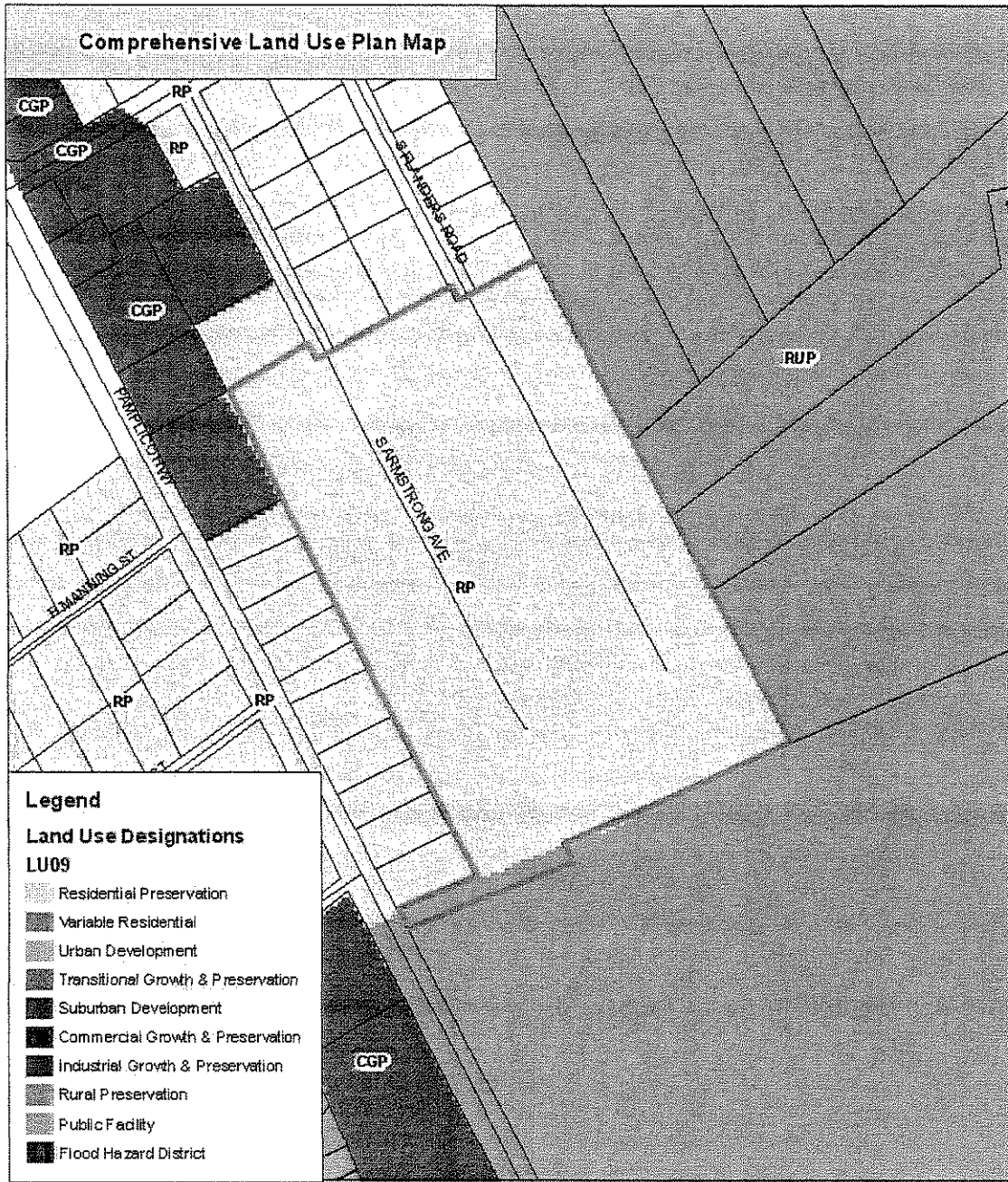
0 195 390 780 Feet



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

COUNTY COUNCIL DISTRICT(S): 5
 PC#2010-01

Comprehensive Land Use Plan Map



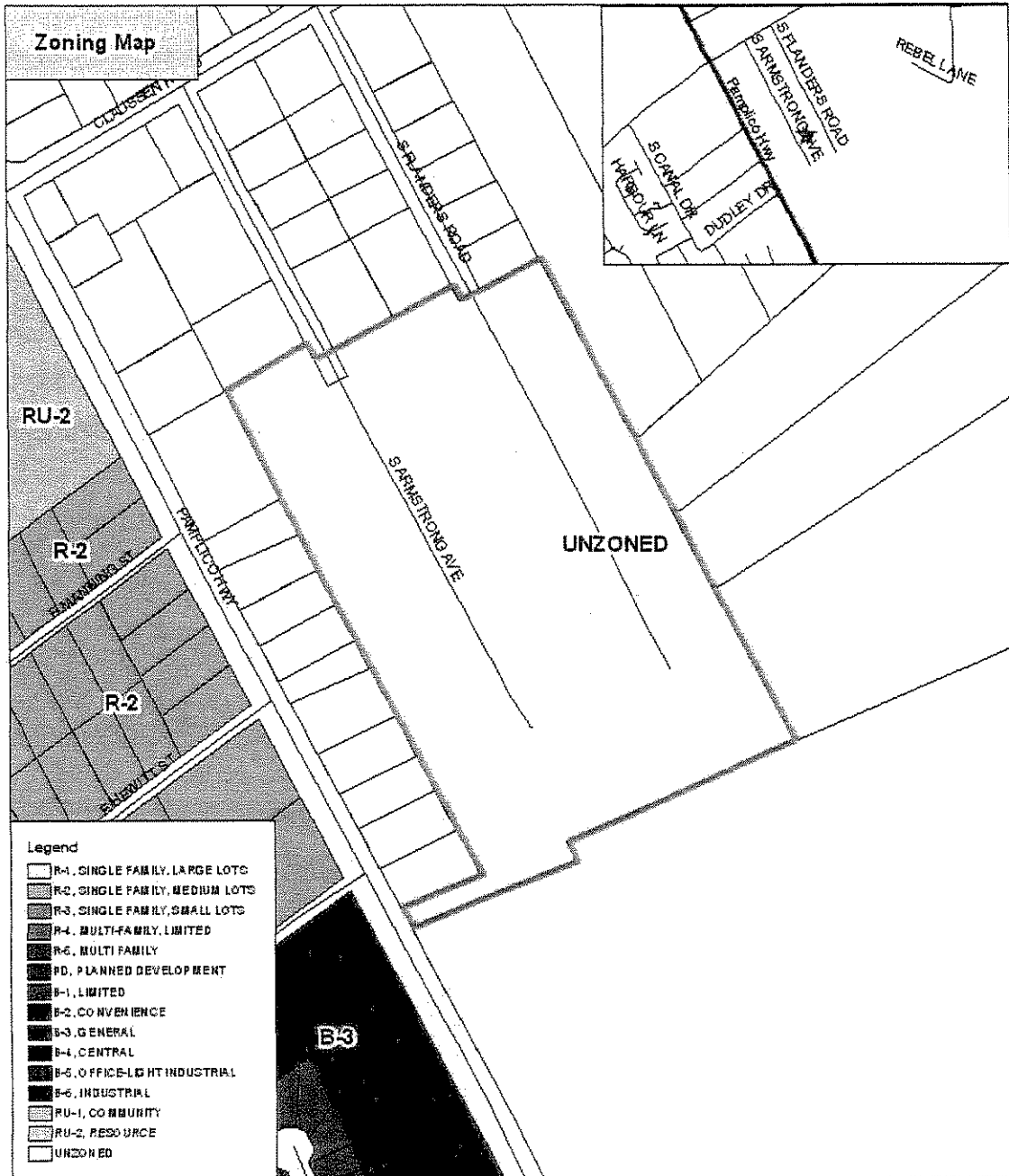
- Legend**
- Land Use Designations**
LU09
- Residential Preservation
 - Variable Residential
 - Urban Development
 - Transitional Growth & Preservation
 - Suburban Development
 - Commercial Growth & Preservation
 - Industrial Growth & Preservation
 - Rural Preservation
 - Public Facility
 - Flood Hazard District

0 215 430 860 Feet



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

COUNTY COUNCIL DISTRICT(S): 5
PC#2010-01



Zoning Map

RU-2

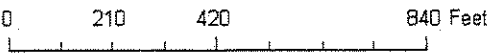
R-2

R-2

UNZONED

B3

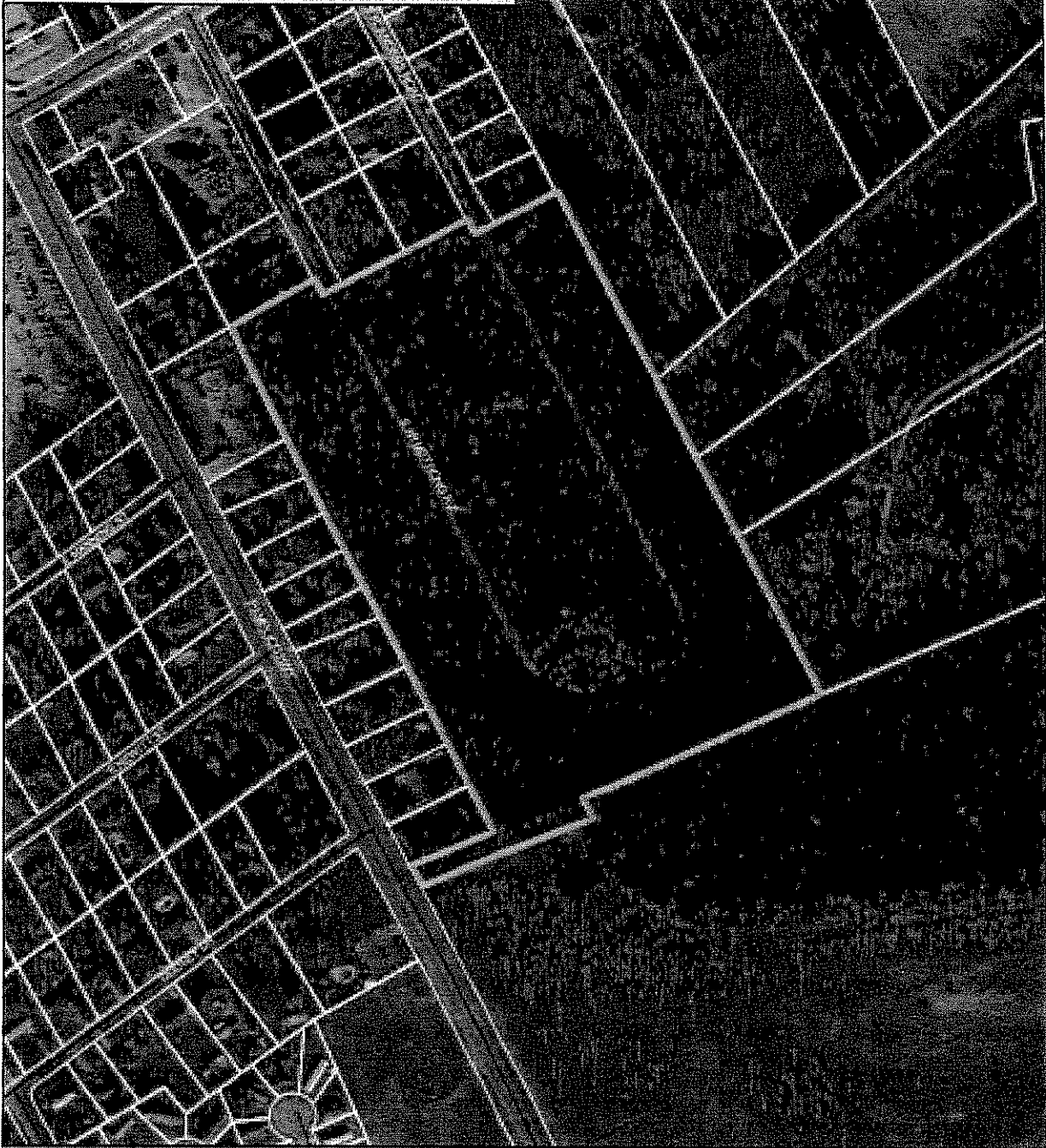
- Legend**
- R-1, SINGLE FAMILY, LARGE LOTS
 - R-2, SINGLE FAMILY, MEDIUM LOTS
 - R-3, SINGLE FAMILY, SMALL LOTS
 - R-4, MULTI-FAMILY, LIMITED
 - R-6, MULTI FAMILY
 - PD, PLANNED DEVELOPMENT
 - B-1, LIMITED
 - B-2, CONVENIENCE
 - B-3, GENERAL
 - B-4, CENTRAL
 - B-5, OFFICE-LIGHT INDUSTRIAL
 - B-6, INDUSTRIAL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



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

COUNTY COUNCIL DISTRICT(S): 5
PC#2010-01

Florence County 2008 Orthophotography Map



0 150 300 600 Feet

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



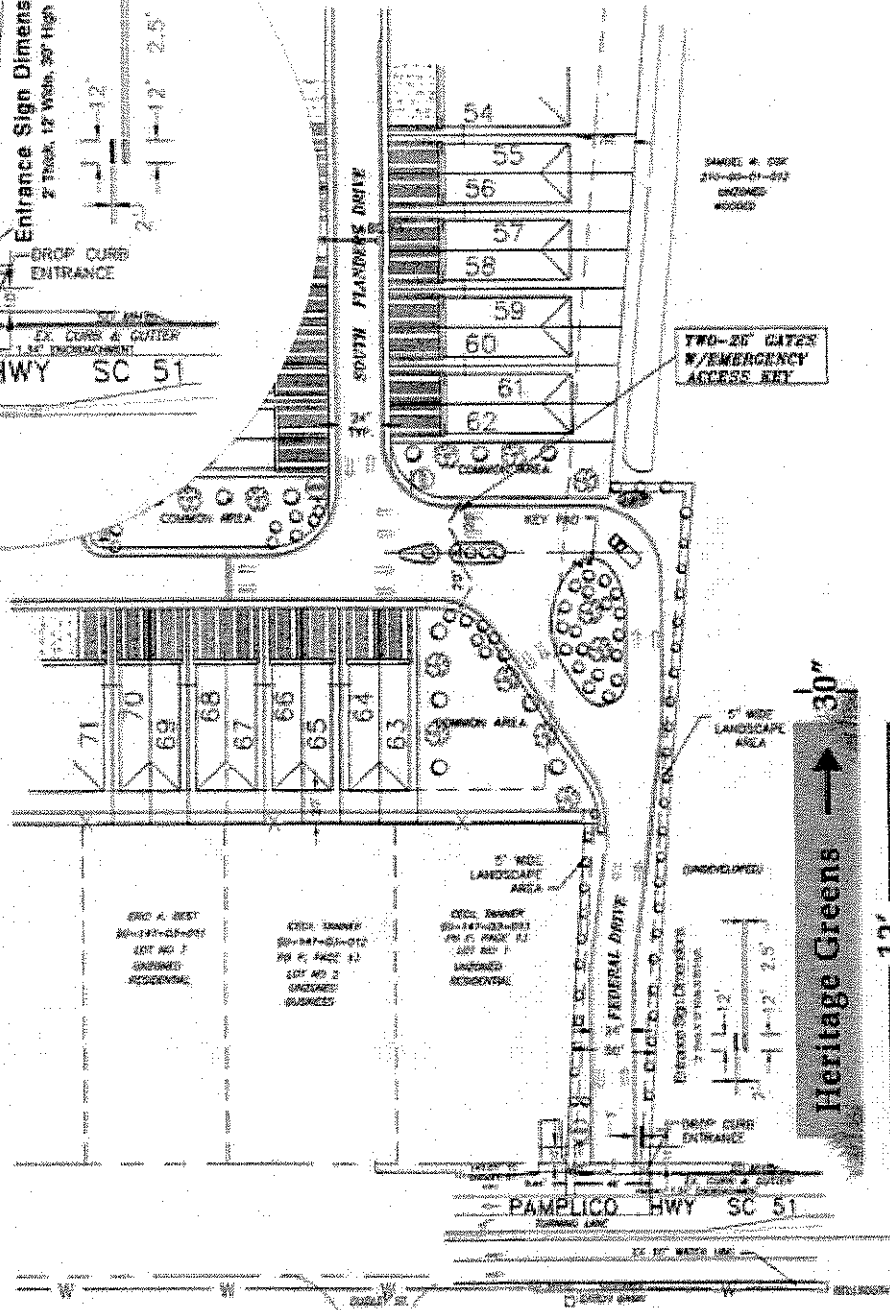
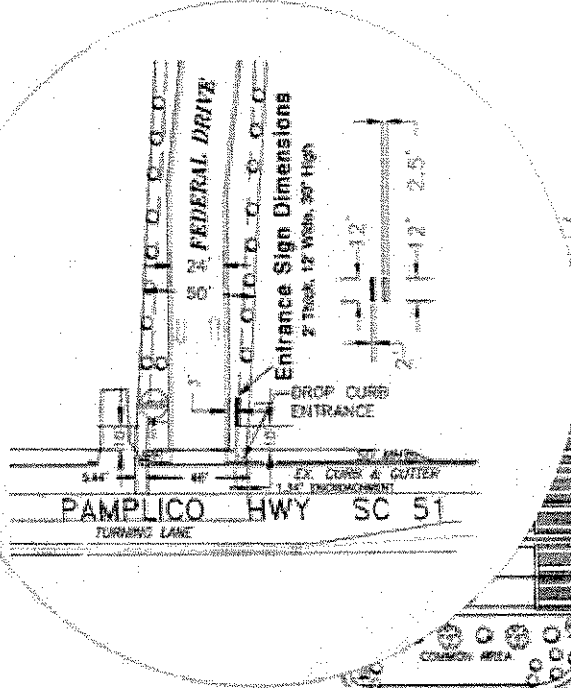
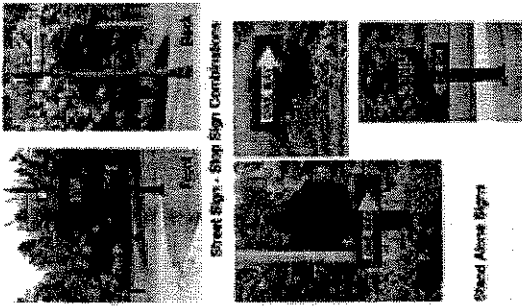
COUNTY COUNCIL DISTRICT(S): 5
PC#2010-01

Heritage Greens

Florence, SC

Preliminary Street Signs
 Florence County Planning Commission
 File # PD-2010-01 Signage

Typical Street Signs & Lights



Heritage Greens → 30"

Illustration of Entrance Sign

REGISTERED PROFESSIONAL ENGINEER
 STATE OF SOUTH CAROLINA
 No. 10877
 PEAVERS ENGINEERING, INC.
 4340 ATLANTA ROAD
 TAYLORVILLE, SC 29154
 PROJECT: HERITAGE GREEN
 RAD, LLC.

DESCRIPTION: PUD DEVELOPMENT PLAN
 THIS DRAWING AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF PEAVERS ENGINEERING, INC. NO PART OF THIS DRAWING OR INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PEAVERS ENGINEERING, INC.

NO.	DATE	DESCRIPTION
1	11/15/2011	PRELIMINARY PLAN
2	01/10/2012	REVISED PLAN
3	03/15/2012	REVISED PLAN
4	05/10/2012	REVISED PLAN
5	07/10/2012	REVISED PLAN
6	09/10/2012	REVISED PLAN
7	11/10/2012	REVISED PLAN
8	01/10/2013	REVISED PLAN
9	03/10/2013	REVISED PLAN
10	05/10/2013	REVISED PLAN
11	07/10/2013	REVISED PLAN
12	09/10/2013	REVISED PLAN
13	11/10/2013	REVISED PLAN
14	01/10/2014	REVISED PLAN
15	03/10/2014	REVISED PLAN
16	05/10/2014	REVISED PLAN
17	07/10/2014	REVISED PLAN
18	09/10/2014	REVISED PLAN
19	11/10/2014	REVISED PLAN
20	01/10/2015	REVISED PLAN
21	03/10/2015	REVISED PLAN
22	05/10/2015	REVISED PLAN
23	07/10/2015	REVISED PLAN
24	09/10/2015	REVISED PLAN
25	11/10/2015	REVISED PLAN
26	01/10/2016	REVISED PLAN
27	03/10/2016	REVISED PLAN
28	05/10/2016	REVISED PLAN
29	07/10/2016	REVISED PLAN
30	09/10/2016	REVISED PLAN
31	11/10/2016	REVISED PLAN
32	01/10/2017	REVISED PLAN
33	03/10/2017	REVISED PLAN
34	05/10/2017	REVISED PLAN
35	07/10/2017	REVISED PLAN
36	09/10/2017	REVISED PLAN
37	11/10/2017	REVISED PLAN
38	01/10/2018	REVISED PLAN
39	03/10/2018	REVISED PLAN
40	05/10/2018	REVISED PLAN
41	07/10/2018	REVISED PLAN
42	09/10/2018	REVISED PLAN
43	11/10/2018	REVISED PLAN
44	01/10/2019	REVISED PLAN
45	03/10/2019	REVISED PLAN
46	05/10/2019	REVISED PLAN
47	07/10/2019	REVISED PLAN
48	09/10/2019	REVISED PLAN
49	11/10/2019	REVISED PLAN
50	01/10/2020	REVISED PLAN
51	03/10/2020	REVISED PLAN
52	05/10/2020	REVISED PLAN
53	07/10/2020	REVISED PLAN
54	09/10/2020	REVISED PLAN
55	11/10/2020	REVISED PLAN
56	01/10/2021	REVISED PLAN
57	03/10/2021	REVISED PLAN
58	05/10/2021	REVISED PLAN
59	07/10/2021	REVISED PLAN
60	09/10/2021	REVISED PLAN
61	11/10/2021	REVISED PLAN
62	01/10/2022	REVISED PLAN
63	03/10/2022	REVISED PLAN
64	05/10/2022	REVISED PLAN
65	07/10/2022	REVISED PLAN
66	09/10/2022	REVISED PLAN
67	11/10/2022	REVISED PLAN
68	01/10/2023	REVISED PLAN
69	03/10/2023	REVISED PLAN
70	05/10/2023	REVISED PLAN
71	07/10/2023	REVISED PLAN
72	09/10/2023	REVISED PLAN
73	11/10/2023	REVISED PLAN
74	01/10/2024	REVISED PLAN
75	03/10/2024	REVISED PLAN
76	05/10/2024	REVISED PLAN
77	07/10/2024	REVISED PLAN
78	09/10/2024	REVISED PLAN
79	11/10/2024	REVISED PLAN
80	01/10/2025	REVISED PLAN
81	03/10/2025	REVISED PLAN
82	05/10/2025	REVISED PLAN
83	07/10/2025	REVISED PLAN
84	09/10/2025	REVISED PLAN
85	11/10/2025	REVISED PLAN
86	01/10/2026	REVISED PLAN
87	03/10/2026	REVISED PLAN
88	05/10/2026	REVISED PLAN
89	07/10/2026	REVISED PLAN
90	09/10/2026	REVISED PLAN
91	11/10/2026	REVISED PLAN
92	01/10/2027	REVISED PLAN
93	03/10/2027	REVISED PLAN
94	05/10/2027	REVISED PLAN
95	07/10/2027	REVISED PLAN
96	09/10/2027	REVISED PLAN
97	11/10/2027	REVISED PLAN
98	01/10/2028	REVISED PLAN
99	03/10/2028	REVISED PLAN
100	05/10/2028	REVISED PLAN
101	07/10/2028	REVISED PLAN
102	09/10/2028	REVISED PLAN
103	11/10/2028	REVISED PLAN
104	01/10/2029	REVISED PLAN
105	03/10/2029	REVISED PLAN
106	05/10/2029	REVISED PLAN
107	07/10/2029	REVISED PLAN
108	09/10/2029	REVISED PLAN
109	11/10/2029	REVISED PLAN
110	01/10/2030	REVISED PLAN
111	03/10/2030	REVISED PLAN
112	05/10/2030	REVISED PLAN
113	07/10/2030	REVISED PLAN
114	09/10/2030	REVISED PLAN
115	11/10/2030	REVISED PLAN
116	01/10/2031	REVISED PLAN
117	03/10/2031	REVISED PLAN
118	05/10/2031	REVISED PLAN
119	07/10/2031	REVISED PLAN
120	09/10/2031	REVISED PLAN
121	11/10/2031	REVISED PLAN
122	01/10/2032	REVISED PLAN
123	03/10/2032	REVISED PLAN
124	05/10/2032	REVISED PLAN
125	07/10/2032	REVISED PLAN
126	09/10/2032	REVISED PLAN
127	11/10/2032	REVISED PLAN
128	01/10/2033	REVISED PLAN
129	03/10/2033	REVISED PLAN
130	05/10/2033	REVISED PLAN
131	07/10/2033	REVISED PLAN
132	09/10/2033	REVISED PLAN
133	11/10/2033	REVISED PLAN
134	01/10/2034	REVISED PLAN
135	03/10/2034	REVISED PLAN
136	05/10/2034	REVISED PLAN
137	07/10/2034	REVISED PLAN
138	09/10/2034	REVISED PLAN
139	11/10/2034	REVISED PLAN
140	01/10/2035	REVISED PLAN
141	03/10/2035	REVISED PLAN
142	05/10/2035	REVISED PLAN
143	07/10/2035	REVISED PLAN
144	09/10/2035	REVISED PLAN
145	11/10/2035	REVISED PLAN
146	01/10/2036	REVISED PLAN
147	03/10/2036	REVISED PLAN
148	05/10/2036	REVISED PLAN
149	07/10/2036	REVISED PLAN
150	09/10/2036	REVISED PLAN
151	11/10/2036	REVISED PLAN
152	01/10/2037	REVISED PLAN
153	03/10/2037	REVISED PLAN
154	05/10/2037	REVISED PLAN
155	07/10/2037	REVISED PLAN
156	09/10/2037	REVISED PLAN
157	11/10/2037	REVISED PLAN
158	01/10/2038	REVISED PLAN
159	03/10/2038	REVISED PLAN
160	05/10/2038	REVISED PLAN
161	07/10/2038	REVISED PLAN
162	09/10/2038	REVISED PLAN
163	11/10/2038	REVISED PLAN
164	01/10/2039	REVISED PLAN
165	03/10/2039	REVISED PLAN
166	05/10/2039	REVISED PLAN
167	07/10/2039	REVISED PLAN
168	09/10/2039	REVISED PLAN
169	11/10/2039	REVISED PLAN
170	01/10/2040	REVISED PLAN
171	03/10/2040	REVISED PLAN
172	05/10/2040	REVISED PLAN
173	07/10/2040	REVISED PLAN
174	09/10/2040	REVISED PLAN
175	11/10/2040	REVISED PLAN
176	01/10/2041	REVISED PLAN
177	03/10/2041	REVISED PLAN
178	05/10/2041	REVISED PLAN
179	07/10/2041	REVISED PLAN
180	09/10/2041	REVISED PLAN
181	11/10/2041	REVISED PLAN
182	01/10/2042	REVISED PLAN
183	03/10/2042	REVISED PLAN
184	05/10/2042	REVISED PLAN
185	07/10/2042	REVISED PLAN
186	09/10/2042	REVISED PLAN
187	11/10/2042	REVISED PLAN
188	01/10/2043	REVISED PLAN
189	03/10/2043	REVISED PLAN
190	05/10/2043	REVISED PLAN
191	07/10/2043	REVISED PLAN
192	09/10/2043	REVISED PLAN
193	11/10/2043	REVISED PLAN
194	01/10/2044	REVISED PLAN
195	03/10/2044	REVISED PLAN
196	05/10/2044	REVISED PLAN
197	07/10/2044	REVISED PLAN
198	09/10/2044	REVISED PLAN
199	11/10/2044	REVISED PLAN
200	01/10/2045	REVISED PLAN
201	03/10/2045	REVISED PLAN
202	05/10/2045	REVISED PLAN
203	07/10/2045	REVISED PLAN
204	09/10/2045	REVISED PLAN
205	11/10/2045	REVISED PLAN
206	01/10/2046	REVISED PLAN
207	03/10/2046	REVISED PLAN
208	05/10/2046	REVISED PLAN
209	07/10/2046	REVISED PLAN
210	09/10/2046	REVISED PLAN
211	11/10/2046	REVISED PLAN
212	01/10/2047	REVISED PLAN
213	03/10/2047	REVISED PLAN
214	05/10/2047	REVISED PLAN
215	07/10/2047	REVISED PLAN
216	09/10/2047	REVISED PLAN
217	11/10/2047	REVISED PLAN
218	01/10/2048	REVISED PLAN
219	03/10/2048	REVISED PLAN
220	05/10/2048	REVISED PLAN
221	07/10/2048	REVISED PLAN
222	09/10/2048	REVISED PLAN
223	11/10/2048	REVISED PLAN
224	01/10/2049	REVISED PLAN
225	03/10/2049	REVISED PLAN
226	05/10/2049	REVISED PLAN
227	07/10/2049	REVISED PLAN
228	09/10/2049	REVISED PLAN
229	11/10/2049	REVISED PLAN
230	01/10/2050	REVISED PLAN
231	03/10/2050	REVISED PLAN
232	05/10/2050	REVISED PLAN
233	07/10/2050	REVISED PLAN
234	09/10/2050	REVISED PLAN
235	11/10/2050	REVISED PLAN
236	01/10/2051	REVISED PLAN
237	03/10/2051	REVISED PLAN
238	05/10/2051	REVISED PLAN
239	07/10/2051	REVISED PLAN
240	09/10/2051	REVISED PLAN
241	11/10/2051	REVISED PLAN
242	01/10/2052	REVISED PLAN
243	03/10/2052	REVISED PLAN
244	05/10/2052	REVISED PLAN
245	07/10/2052	REVISED PLAN
246	09/10/2052	REVISED PLAN
247	11/10/2052	REVISED PLAN
248	01/10/2053	REVISED PLAN
249	03/10/2053	REVISED PLAN
250	05/10/2053	REVISED PLAN
251	07/10/2053	REVISED PLAN
252	09/10/2053	REVISED PLAN
253	11/10/2053	REVISED PLAN
254	01/10/2054	REVISED PLAN
255	03/10/2054	REVISED PLAN
256	05/10/2054	REVISED PLAN
257	07/10/2054	REVISED PLAN
258	09/10/2054	REVISED PLAN
259	11/10/2054	REVISED PLAN
260	01/10/2055	REVISED PLAN
261	03/10/2055	REVISED PLAN
262	05/10/2055	REVISED PLAN
263	07/10/2055	REVISED PLAN
264	09/10/2055	REVISED PLAN
265	11/10/2055	REVISED PLAN
266	01/10/2056	REVISED PLAN
267	03/10/2056	REVISED PLAN
268	05/10/2056	REVISED PLAN
269	07/10/2056	REVISED PLAN
270	09/10/2056	REVISED PLAN
271	11/10/2056	REVISED PLAN
272	01/10/2057	REVISED PLAN
273	03/10/2057	REVISED PLAN
274	05/10/2057	REVISED PLAN
275	07/10/2057	REVISED PLAN
276	09/10/2057	REVISED PLAN
277	11/10/2057	REVISED PLAN
278	01/10/2058	REVISED PLAN
279	03/10/2058	REVISED PLAN
280	05/10/2058	REVISED PLAN
281	07/10/2058	REVISED PLAN
282	09/10/2058	REVISED PLAN
283	11/10/2058	REVISED PLAN
284	01/10/2059	REVISED PLAN
285	03/10/2059	REVISED PLAN
286	05/10/2059	REVISED PLAN
287	07/10/2059	REVISED PLAN
288	09/10/2059	REVISED PLAN
289	11/10/2059	REVISED PLAN
290	01/10/2060	REVISED PLAN
291	03/10/2060	REVISED PLAN
292	05/10/2060	REVISED PLAN
293	07/10/2060	REVISED PLAN
294	09/10/2060	REVISED PLAN
295	11/10/2060	REVISED PLAN

Comprehensive Land Use Plan Designations

1. **Residential Preservation (RP)** - Protect and sustain existing low density single-family residential areas, including property values and amenities, and provide for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses. (Zoning Districts Permitted: R-1, R-2, PD)

2. **Rural Preservation (RUP)** - Provide areas for rural uses, including single-family homes and corresponding accessory uses, as well as agrarian uses, typically in an undeveloped and/or agricultural setting. (Zoning Districts Permitted: RU-1, RU-2, PD)

Chapter 30- Zoning Ordinance Attachment

PD, Planned Development District

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

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

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

FLORENCE COUNTY COUNCIL MEETING

March 18, 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 January 31, 2010 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 01/31/10**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	32,031,860	25,621,147	6,410,713	20.01%
Licenses & Permits	1,522,800	358,401	1,164,399	76.46%
Fines & Fees	3,485,600	1,783,043	1,702,557	48.85%
Intergovernmental	7,162,442	3,172,501	3,989,941	55.71%
Sales and Other Functional	5,180,350	2,676,270	2,504,080	48.34%
Miscellaneous	1,362,250	147,963	1,214,287	89.14%
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	33,759,325	15,584,921	31.58%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY10
7/1/09 TO 01/31/10**

EXPENDITURES		YEAR-TO-DATE			
		BUDGETED EXPENDITURE	ACTUAL EXPENDITURE	REMAINING BALANCE	PCT
10-411-401	County Council	354,866	202,767	152,099	42.86%
10-411-402	Administrator	628,254	374,396	253,858	40.41%
10-411-403	Clerk of Court	1,838,967	1,056,029	782,938	42.57%
10-411-404	Solicitor	968,098	575,123	392,975	40.59%
10-411-405	Judge of Probate	511,408	276,286	235,122	45.98%
10-411-406	Public Defender	738,626	420,780	317,846	43.03%
10-411-407	Magistrates	2,149,906	1,152,250	997,656	46.40%
10-411-409	Legal Services	84,150	27,437	56,713	67.39%
10-411-410	Voter Registration & Elections	480,098	193,349	286,749	59.73%
10-411-411	Finance	770,270	441,076	329,194	42.74%
10-411-412	Human Resources	1,271,773	126,699	1,145,074	90.04%
10-411-413	Procurement & Vehicle Maintenance	1,265,462	662,675	602,787	47.63%
10-411-414	Administrative Services	392,654	214,190	178,464	45.45%
10-411-415	Treasurer	1,211,893	671,875	540,018	44.56%
10-411-416	Auditor	481,640	265,440	216,200	44.89%
10-411-417	Tax Assessor	1,237,707	672,235	565,472	45.69%
10-411-418	Planning and Building	2,049,378	1,192,287	857,091	41.82%
10-411-419	Complex	1,247,869	697,299	550,570	44.12%
10-411-420	Facilities Management	906,594	525,576	381,018	42.03%
10-411-427	Information Technology	1,280,888	809,363	471,525	36.81%
10-411-446	Veteran's Affairs	153,066	84,837	68,229	44.57%
10-411-480	Senior Citizen Centers	337,053	167,479	169,574	50.31%
10-411-485	General Direct Assistance	209,242	69,974	139,268	66.56%
10-411-488	Contingency	920,029	807,552	112,477	12.23%
10-411-489	Employee Tort & Blanket Bond	215,742	214,632	1,110	0.51%
10-421-421	Sheriff's Office	14,527,411	8,384,625	6,142,786	42.28%
10-421-422	Emergency Management	2,419,760	155,458	2,264,302	93.58%
10-421-481	Rural Fire Departments	14,850	2,480	12,370	83.30%
10-451-423	EMS	4,214,054	2,232,464	1,981,590	47.02%
10-451-424	Rescue Squads	436,524	184,334	252,190	57.77%
10-451-425	Coroner	263,858	141,027	122,831	46.55%
10-451-441	Health Department	85,140	49,160	35,980	42.26%
10-451-442	Environmental Services	711,559	324,263	387,296	54.43%
10-451-485	Health Direct Assistance	15,742	2,675	13,067	83.01%
10-461-485	Welfare - MIAP & DSS	463,777	307,154	156,623	33.77%
10-471-451	Recreation	1,698,445	650,253	1,048,192	61.71%
10-471-455	County Library	3,591,064	2,033,322	1,557,742	43.38%
10-471-485	Museum Commission	9,900	4,950	4,950	50.00%
10-481-485	Literacy Council	4,901	2,451	2,451	50.00%
TOTAL		50,162,618	26,376,220	23,786,398	47.42%

Ideal Remaining % = 41.67%

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/2009 TO 01/31/10

	BUDGETED EXPENDITURE	YEAR TO DATE		REMAINING		PCT	BUDGETED REVENUE	YEAR TO DATE		REMAINING BALANCE	PCT
		CURRENT	6/30/09	BALANCE	6/30/09			CURRENT	6/30/09		
45 County Debt Service Fund	3,769,173	647,794	3,121,379	82.81%	3,769,173	3,713,617	55,556	1.47%			
112 Economic Development Partnership Fund	455,400	269,483	185,917	40.82%	455,400	47,030	408,370	89.67%			
123 Local Accommodations Tax Fund	2,752,153	1,041,454	1,710,699	62.16%	2,752,153	594,022	2,158,131	78.42%			
124 Local Hospitality Tax Fund	694,271	130,131	564,140	81.26%	694,271	605,203	89,068	12.83%			
131 District Utility Allocation Fund	2,668,150	132,755	2,535,395	95.02%	2,668,150	-	2,668,150	100.00%			
132 District Infrastructure Allocation Fund	1,771,836	241,724	1,530,112	86.36%	1,771,836	-	1,771,836	100.00%			
151 Law Library Fund	89,100	16,149	72,951	81.88%	89,100	24,272	64,828	72.76%			
153 Road System Maintenance Fee Fund	3,337,117	1,388,180	1,948,937	58.40%	3,337,117	959,660	2,377,457	71.24%			
154 Victim/Witness Assistance Fund	364,568	196,219	168,349	46.18%	364,568	122,480	242,088	66.40%			
421 Landfill Fund	4,344,219	2,317,604	2,026,615	46.65%	4,344,219	1,915,563	2,428,656	55.91%			
431 E911 System Fund	685,170	420,738	264,432	38.59%	685,170	231,721	453,449	66.18%			
TOTALS:	20,931,157	6,802,231	14,128,926	67.50%	20,931,157	8,213,568	12,717,589	60.76%			

IDEAL REMAINING PERCENT: 41.67%

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

Sales taxes received and interest reported from inception through quarter ended December 31, 2009 \$51,810,777

(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
January 31, 2010**

Council District #	Type of Allocation	Beginning Budget FY10	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	273,795.96	101,868.62	171,927.34
	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	58,923.04	27,430.83
	Paving	123,801.75	108,906.87	14,894.88
	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	69,662.77	75,592.35
	Paving	445,940.82	419,025.85	26,914.97
	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	34,061.94	264,965.34
	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	66,133.78	46,770.73
	Paving	71,493.35	71,453.27	40.08
	Utility	184,199.48	52,300.00	131,899.48
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	279,166.47	15,142.52	264,023.95
	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	64,401.87	69,198.65
	Paving	315,436.06	130,793.06	184,643.00
	Utility	319,562.45	53,851.66	265,710.79
	In-Kind	19,800.00	-	19,800.00
8	Infrastructure	309,294.44	183,057.08	126,237.36
	Paving	289,746.80	141,670.80	148,076.00
	Utility	303,522.15	144,139.20	159,382.95
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	100,044.68	61,868.90	38,175.78
	Paving	155,723.13	33,959.13	121,764.00
	Utility	264,773.93	35,024.02	229,749.91
	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 January 31, 2010

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	\$ 666,822.18	\$ 1,267,964.42	\$ 6,278,291.54	\$ 8,213,078.14	\$ 9,463,689.86	53.54%
US 378 Widening	\$ 138,751,620.00	\$ 1,968,266.22	\$ 47,147.94	\$ 4,337.97	\$ 2,019,752.13	\$ 136,731,867.87	98.54%
US 76 Widening	\$ 31,641,621.00	\$ 1,070,349.85	\$ 3,857.80	\$ 2,562.16	\$ 1,076,769.81	\$ 30,564,851.19	96.60%
TV Road Widening	\$ 34,519,290.00	\$ 477,343.07	\$ -	\$ 855.00	\$ 478,198.07	\$ 34,041,091.93	98.61%
SC 51 Widening	\$ 151,533,817.00	\$ 392,732.39	\$ -	\$ 38.75	\$ 392,771.14	\$ 151,141,045.86	99.74%
US 301 Bypass Extension	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	100.00%
	\$ 447,587,262.00	\$ 4,575,513.71	\$ 1,318,970.16	\$ 6,286,085.42	\$ 12,180,569.29	\$ 435,406,692.71	97.28%

REVENUES	Project Budget	Received/Earned to Date	Balance	% Balance Remaining
Capital Project Sales Tax	\$ 148,000,000.00	\$ 49,196,577.81	\$ 98,803,422.19	66.76%
Earned State Match	\$ 250,000,000.00	\$ 103,621,553.12	\$ 146,378,446.88	58.55%
Interest Earnings	\$ -	\$ 2,614,198.75	\$ -	
	\$ 398,000,000.00	\$ 155,432,329.68	\$ 245,181,869.07	

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: South Carolina Department of Transportation-Enhancement Grant

DEPARTMENT: Florence County Administration
Grants

ISSUE UNDER CONSIDERATION:

Approve A Cash Match In An Amount Up To \$30,000 For A South Carolina Department Of Transportation Enhancement Grant For The Stabilization Of Red Doe Plantation Historic Structure Previously Approved By Council, From Fund 61.

POINTS TO CONSIDER:

1. Council previously approved an application for South Carolina Department of Transportation Enhancement Funds for the stabilization of Red Doe Plantation.
2. The in-kind match submitted in the original application no longer qualifies due to new federal regulations.
3. A cash match in an amount up to \$30,000 is required and can be funded from Fund 61, historical site development.
4. Approval of this funding also authorizes the County Administrator to execute a Memorandum of Understanding with Red Doe Plantation to implement the grant previously authorized.

FUNDING FACTORS:

\$30,000 = Total cash match required for the SCDOT Enhancement Grant for the stabilization of Red Doe Plantation historic structure to be funded from Fund 61, historical site development.

OPTIONS:

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

ATTACHMENTS:

Request for Assistance from Red Doe Plantation.

John A. "Sandy" Kendall – Vice President
Red Doe Plantation, Incorporated
2515 Mosswood Drive
Florence, South Carolina 29501

Honorable Members of Florence County Council

180 North Irby Street
Florence, South Carolina, 29501

March 18, 2010

Gentlemen:

Two years ago Florence County Council met in Lake City at the *Bean Market* one evening and voted to support the Historic Preservation efforts to restore one of the most precious and endangered Historic sites in Eastern South Carolina located on S. C. State Highway #327 about one mile South of Francis Marion University. The property known as *Red Doe Plantation* has existed for over three centuries offering a peaceful setting to travelers along the "Old Stage Coach Road" which followed the mighty Pee Dee River from Winyaw Bay near Georgetown to the pre-colonial village of Cheraw. The majestic home built by Evander Gregg in 1846 has been heralded by Architects as a classic example of an early Colonial "Carolina Cottage". The six majestic columns which are set out on pedestals to support a roof over a recessed second story porch was defined to be a "Rain Porch" of which this style of architecture is indigenous to Coastal Plains of the Carolinas. Many of these homes are now gone. It is for this reason that our Historic Preservation Group was formed with the sole purpose to preserve this priceless antiquity which adorns the "Gateway to the Francis Marion Trail".

In 2005 our historic preservation group acquired the historic property and set out an effort to find funding for this noble project. We searched and applied for many grants and private donations. The world of financing such projects is not an easy task and we repeatedly ran into "red tape" and other obstacles in a falling economy. Many of the preservation grants that we applied for seemed to be the right type of grant and within our reach to obtain. We were encouraged by the support of both local and state agencies, only to be told at the last minute that there were other projects just ahead of ours and the funding was not available or that "Florence County just was not qualified to receive Federal Funded Projects".

Late in 2007 we learned of a type of grant which would help to "stabilize" the exterior of the old plantation home in interest of "enhancement" of tourist and transportation efforts. This endeavor closely followed efforts by others promoting the "Francis Marion Trails" interest which was then developing. After receiving the unanimous approval of Florence County we received approval by the FLATS Committee to apply to the S.C. Department of Transportation for funding of this project.

Members of the Florence County Planning and County Management Office worked closely with our staff and the South Carolina Department of Archives and History to obtain the required approval of the South Carolina Historic Preservation Office (SCHPO). For over 14 months the personnel of two state agencies, Florence County Administrative Staff and technical experts hired by our non-profit corporation worked to achieve a comprehensive plan for the desired project. During this time Red Doe Plantation, Inc. (a non-profit IRS Designated 501-c-3 Corporation) spent over \$8,000.00 out-of-pocket for professional services of an architect to assist with this endeavor.

Late in October 2009 a final approval by the SHPO was given and Florence County requested an approval of the project funding from the S.C. DOT. In early December, the S.C. DOT indicated to Florence County that new regulations had since been implemented to the Transportation Enhancement Grants Program by the Federal Transportation Office . Some portions of the Transportation Enhancement Grant were no longer applicable and that the Project Management portion of the project which had originally been part of the Grant and had been previously allowed as "in-kind services" which were to be donated by private sources and allowed as "matching funds" were no longer allowed. In January and February of 2010 members of Florence County Administration and the Staff of Red Doe Plantation, Inc. met with staff members of S.C. DOT to work out a solution to this problem.

After considerable efforts in negotiating and assistance of Florence County staff a solution was reached and Florence County agreed to provide the Oversight and Project Management Services previously disqualified by the Federal Transportation System Guidelines. The estimated cost for these services was determined to be \$30,000.00. The funds for this portion of the project are not available at this time to the Red Doe Plantation, Inc. It is therefore with a heavy heart but a renewed determination to ask Florence County Council to assist with providing the funding for this much needed portion of the project. I ask this assistance in the amount of \$30,000.00 dollars with the solemn pledge to give back to our rural community part of her heritage that all over her citizens can be proud of and can share of a National Register Historic Site.

With gracious and humble dedication,

John A. "Sandy" Kendall , Vice President

Red Doe Plantation, Incorporated

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Report to Council

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

To Authorize The County Council Chairman To Execute An Option To Purchase Real Estate For Property Owned By Grist Mill, LLC For The Development Of An Industrial Park In The Amount Of \$5,000.

FUNDING OPTIONS:

1. \$5,000 to be funded from the General Fund Contingency.
2. Subject to County Attorney review.

OPTIONS:

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

ATTACHMENTS:

1. Proposed Option to Purchase Real Estate.
2. Site Location Map.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE) OPTION TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE (the "Option Agreement") is by and between GRIST MILL, LLC (hereinafter collectively referred to as the "Optionor") and FLORENCE COUNTY, a political subdivision of the State of South Carolina (hereinafter sometimes referred to as "Optionee").

RECITALS:

WHEREAS, Optionor has granted and extended to Optionee the exclusive option (the "Option") to purchase the parcel of real estate or portions thereof, together with the improvements thereon and including all easements, appurtenances and fixtures belonging or appertaining thereto (the "Premises") described on Exhibit A attached hereto; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Optionor and Optionee do hereby agree as follows:

1. Optionor, in consideration of the sum of Five Thousand and No/100 (\$5,000.00) Dollars to Optionor in hand paid, receipt whereof is hereby acknowledged, does hereby grant and extend unto Optionee the Option for the period commencing on the date hereof and expiring at midnight, one (1) year from the date of this Agreement, to purchase all or a portion of the Premises. Optionee agrees that within one year it will complete the requirements of the recommendations contained in the MASTER REPORT SOUTH CAROLINA DEPARTMENT OF COMMERCE CERTIFIED SITE FOR THE YOUNG LANDS INDUSTRIAL SITE IN FLORENCE COUNTY DATED NOVEMBER, 2007 SET FORTH IN THE CULTURAL RESOURCES RECONNAISSANCE SURVEY on pages 31 through 33 of that report.

2. This Option may be extended, in the sole discretion of the Optionee, annually for a period of twenty (20) years. Upon exercise of each extension, the Optionee shall pay to the Optionor the sum of Five Thousand and No/100 (\$5,000.00) Dollars or the ad valorem taxes for any phase of development in progress where the development and use are solely the result of County construction for the development of the site, whichever is greater, for the extension. Any increase in taxes due to failure of the Optionor to successfully maintain agricultural exemptions on land otherwise eligible but not owned by the County will be the sole responsibility of the Optionor. Extensions shall be automatic unless the Optionee provides to the Optionor ninety (90) days written notice that the Option will not be extended.

3. In the event the Optionee has not begun construction of a material portion of the infrastructure improvements ("Construction") for the benefit of Phase I of the development of the Optioned Property within five (5) years from the date of this Agreement, then the Optionor shall have the right to terminate this Option with 90 days notice. The Construction is a material part of the option and serves as an inducement for Optionor's execution of this Option. It is the intent of the parties that Optionee will express its commitment to the project by having begun the Construction within the three (3) year timeframe.

4. This Option shall be exercisable in whole or in multiple parts with respect to the Premises at any time and from time to time before its expiration by depositing in the regular course of the United States mail a written notice thereof addressed to Optionor, Post Office Box 7039, Myrtle Beach, SC 29572, or by delivering to Optionor personally written notice of such exercise. If the Option is exercised in parts from time to time, Optionee has the right to designate which part of the Premises it desires to purchase. Any tract of land for which this Option is exercised for purposes of industrial development shall not be less than five (5) acres unless both the Optionor and the Optionee agree to the transfer of a parcel of less acreage. This minimum acreage requirement shall not apply to infrastructure-related land transactions.

Upon giving of such notice and from and after the date such notice is given (the "Exercise Date"), this Option Agreement shall be deemed for all purposes a contract between Optionor and Optionee for the sale and purchase of the Premises, or a portion thereof, upon the terms and conditions herein provided. It is understood and agreed by Optionor that Optionee may exercise the option for all or a portion of the Premises for the benefit of an industrial or business prospect (the "Third Party"). In addition, Optionee shall have the right to assign its Option for such portion of the Premises to the Third Party and this Option Agreement shall be deemed enforceable by such Third Party. In such event, and upon request of Optionee, Optionor agrees to convey such portion of the Premises directly to the Third Party pursuant to the terms herein.

5. The purchase price to be paid to Optionor by Optionee for the Premises shall be Twenty-Five Thousand and No/100 (\$25,000.00) Dollars per acre; provided, however, that the purchase price per acre shall be increased annually on the anniversary date of this Option Agreement by a factor equal to the nationally published consumer price index ("CPI"). The CPI shall mean the consumer price index for all urban consumers, US cities, all items published by the United States Department of Labor Bureau of Statistics. The application of this CPI shall be used to determine the increase in property valuation utilizing the base price of Twenty-Five Thousand and N/100 (\$25,000.00) Dollars per acre. In the event the CPI is discontinued in the future, ceases to incorporate a significant number of items now incorporated in it, or if any substantial change is made in the CPI, the parties agree that they will agree upon another index as criteria for application of this section; if they can not agree upon an index, the annual rate of adjustment for each year at the discontinuance of the CPI shall be Two (2%) percent.

The Optionor represents the Premises, including any property donated to Optionee pursuant to Section 4 herein, currently consists of approximately 1,498.13 acres. Prior to closing of the Premises, or any portion thereof, and upon exercise of the Option, a survey shall be ordered by the Optionee which shall include the amount of acreage of that portion of the Premises to be purchased.

6. The Optionor acknowledges a portion of the Premises will be donated by the Optionor to the Optionee for the purpose of locating thereon the roads, water and sewer easements, retention/detention ponds and facilities, and other utility easements necessary for the construction on the Premises of an industrial/business park (collectively, the "Infrastructure Property"). The exact location of such Infrastructure Property will be determined by Optionee. Optionee shall provide final design drawings reflecting the location of the Infrastructure Property. The Infrastructure Property shall be conveyed by Optionor to Optionee free of charge

within 10 days of a receipt for transfer and receipt of those drawings and/or surveys reflecting the location of the Infrastructure Property. Optionee shall prepare those documents necessary to convey such Infrastructure Property. Optionor shall execute the general warranty deed and such other documents reasonably requested by Optionee to convey the Infrastructure Property. The Infrastructure Property shall be deemed donated by the Optionor at its appraised value.

7. The Optionor will execute a general warranty deed and such other documents requested by the Optionee, including, without limitation, documents requested by a nationally recognized title insurance company required to convey the infrastructure property. The Infrastructure Property shall be deemed donated by the Optionor at its appraised value.

8. Should an examination of the title to and/or a survey of the Premises (or such part thereof as is being purchased) reveal a defect which shall render any part of the Premises (or such part thereof as is being purchased) unmarketable or uninsurable which materially interferes with the contemplated use of the Premises as a business/industrial park, this Option may be cancelled by Optionee with respect to all of the Premises or such part being purchased, even though the Optionee may have previously given notice of exercising the same. The Optionor and the Optionee agree that, prior to closing of the Premises or any portion thereof, the Optionor and the Optionee shall review the encumbrances against the Premises, if any, and, the encumbrances acceptable to the Optionee shall be deemed to be permitted encumbrances for the purposes of the closing.

9. Optionor will, upon payment of the purchase price herein provided, deliver possession of the Premises or such part thereof as is being purchased.

10. During the term of this Option, the Optionee will maintain liability insurance on the portion of the Premises under Option or on which the Optionee, its agents or assigns, have occupied or traversed for any purpose in the amount of One Million and No/100 (\$1,000,000.00) Dollars with the South Carolina Insurance Reserve Fund or an equivalent insurance carrier. In addition, the Optionee agrees that it assumes liability for any negligent act or omission on its part, or its agents or assigns, pursuant to the terms of this Option.

11. The Optionee or Third Party, as the case may be, will be responsible for the payment of all "rollback" taxes on land purchased by the Optionee or Third Party which might be assessed and applicable to the Premises.

12. During the Option Period, the Optionee, its agents, invitees, employees, and/or contractors shall have the privilege of going upon the Premises for the purpose of inspecting, examining, or surveying the Premises, and with prior written approval from Optionor, Optionee, its agents, invitees, employees, and/or contractors, at Optionee's and/or its agents, invitees, employees, and/or contractors' sole expense and risk, may make road, sanitary water and sewer, gas line, and drainage improvements upon the Premises.

13. The Optionee agrees to prepare restrictive covenants, which covenants shall be designed for an industrial/business park and shall extend for a period of twenty-five (25) years. Such restrictive covenants shall be subject to the consent of Optionor, which consent will not be unreasonably withheld or delayed. Such restrictive covenants will be developed in conjunction

with the master plan for the Premises and will be developed by the Optionee prior to the exercise of this Option.

14. The Optionor will retain twenty (20) acres for purchases of commercial development along road frontage or proposed road frontage on the property. The location and shape of this acreage shall be subject to the approval of the Optionee, which shall not be unreasonably withheld or delayed. The twenty (20) acres will be located no closer than One Thousand (1,000) feet to the primary entrance to the property.

15. During the term of this Option, the Optionor reserves the right to remove and harvest pine timber. Both Optionor and Optionee acknowledge that such harvesting or removal of pine timber will be done in such a fashion not to materially interfere with the development of the property for industrial purposes. Any damage to any infrastructure by equipment used to harvest the timber shall be the responsibility of the Optionor.

Optionor further reserves the right to continue to lease the Premises for farming purposes and to collect any rental income therefrom. Both Optionor and Optionee acknowledge that such lease and farming will be done in such a fashion not to materially interfere with the development of the Premises for industrial purposes.

16. Optionor agrees to deliver to Optionee not less than 30 days after execution of this Option, copies of all surveys, inspection reports, engineering studies and feasibility reports regarding the Premises. In the event that a closing does not occur pursuant to this Option, the Optionee agrees to make any additional studies and reports available to the Optionor within 10 business days of the termination of this Option.

17. The Optionor shall be responsible for the payment of real estate commissions (if any) and any legal fees incurred by the Optionor. Documentary stamps (if any) shall be paid by Optionor. Property taxes on the Premises or portion thereof not yet due and payable shall be apportioned to the date of closing based on a 365-day year. The amount of property taxes shall be estimated by the closing attorney or agent using the best information available. Prorations at closing shall be final. Any government assessments on the Premises for any period prior to the closing date are the responsibility of the Optionor. All recording fees and Optionee's legal fees shall be paid by Optionee. All other costs shall be paid by the party normally responsible for such costs in a typical commercial real estate closing in the State of South Carolina.

18. This Option contains the entire agreement between the parties respecting the matters herein set forth and supercedes all prior agreements between them respecting such matters.

19. This Option may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. At the trial of any matter arising under this Option, only one counterpart need be produced.

20. This Option Agreement shall be enforced and construed in accordance with the laws of the State of South Carolina.

21. This Option Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, representatives, successors and assigns.

22. Any amendment of this Option Agreement must be made in writing and signed by both parties. Any attempted oral modifications will not be valid.

23. Any failure by either party to enforce any right arising under this Option Agreement shall not be deemed a waiver of the ability to later enforce that right. Any waiver must be in writing and signed by the person waiving the right in order to be enforceable.

24. This Option Agreement shall be assignable, and the provisions hereof shall be binding upon and inure to the benefit of Optionor and Optionee, and their respective heirs, executors, administrators, successors and assigns.

24. Van Watts, a member of Optionor, is a licensed real estate broker.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DRAFT

IN WITNESS WHEREOF, this Option Agreement is executed this ____ day of _____, 2010.

In the presence of:

FLORENCE COUNTY, SOUTH CAROLINA
as Optionee

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF FLORENCE)

)

PERSONALLY appeared before me _____ and made oath that he/she saw the within-named FLORENCE COUNTY, SOUTH CAROLINA, by _____, its _____, sign, seal and as his/her act and deed deliver the within written Option, and that he/she with _____, witnessed the execution thereof.

SWORN to before me
this ____ day of _____, 2010

Notary Public for _____

My Commission expires: _____

Exhibit A

THE PREMISES

All of that certain piece, parcel or tract of land, lying, being and situate in the County of Florence, State of South Carolina, and being shown and designated as 354.95 acres, more or less, on that certain survey prepared by Lind, Hicks & Assoc. Surveyors, Inc., for the Cleo A. Young Estate, dated December 6, 2006 and filed of record in Plat Book 90 at Page 414, Florence County records. Reference to said plat is craved as forming a part and parcel of these presents.

TMS# 00058-04-044

ALSO

All of that certain piece, parcel or tract of land, lying, being and situate in the County of Florence, State of South Carolina, and being shown and designated as 10.00 acres, more or less, on that certain survey prepared by Lind, Hicks & Assoc. Surveyors, Inc., for the Cleo A. Young Estate, dated November 28, 2006 and filed of record in Plat Book 90 at Page 415, Florence County records. Reference to said plat is craved as forming a part and parcel of these presents.

TMS# 00057-04-083

ALSO

All of that certain piece, parcel or tract of land, lying, being and situate in the County of Florence, State of South Carolina, and being shown and designated as 6.60 acres, more or less, on that certain survey prepared by Lind, Hicks & Assoc. Surveyors, Inc., for Cleo Allan Young, III, dated November 29, 2006 and filed of record in Plat Book 90 at Page 416, Florence County records. Reference to said plat is craved as forming a part and parcel of these presents.

TMS#00037-04-042

ALSO

All and singular, all those certain pieces, parcels or tracts of land situate, lying and being in Florence County, South Carolina, being shown and designated as Tract 1 containing 6.68 acres, or 291,095 square feet; Tract 2 containing 463.80 acres, or 20,213,190 square feet; and Tract 3 containing 600.27 acres, or 26,147,749 square feet, on that certain map prepared for CA Young Farms, LLC, by Lind, Hicks & Assoc. Surveyors, Inc., on December 6, 2006, revised November 20, 2007, and recorded January 14, 2008 in Plat Book 93 at Page 166, in the office of the Clerk

of Court for Florence County, South Carolina, reference to which is craved as forming a part and parcel of these presents.

TMS#37-04-061

37-04-062

57-04-081

DRAFT

YOUNG LANDS INDUSTRIAL SITE FLORENCE COUNTY, SOUTH CAROLINA SITE LOCATION MAP

+/- 1,445 Acres



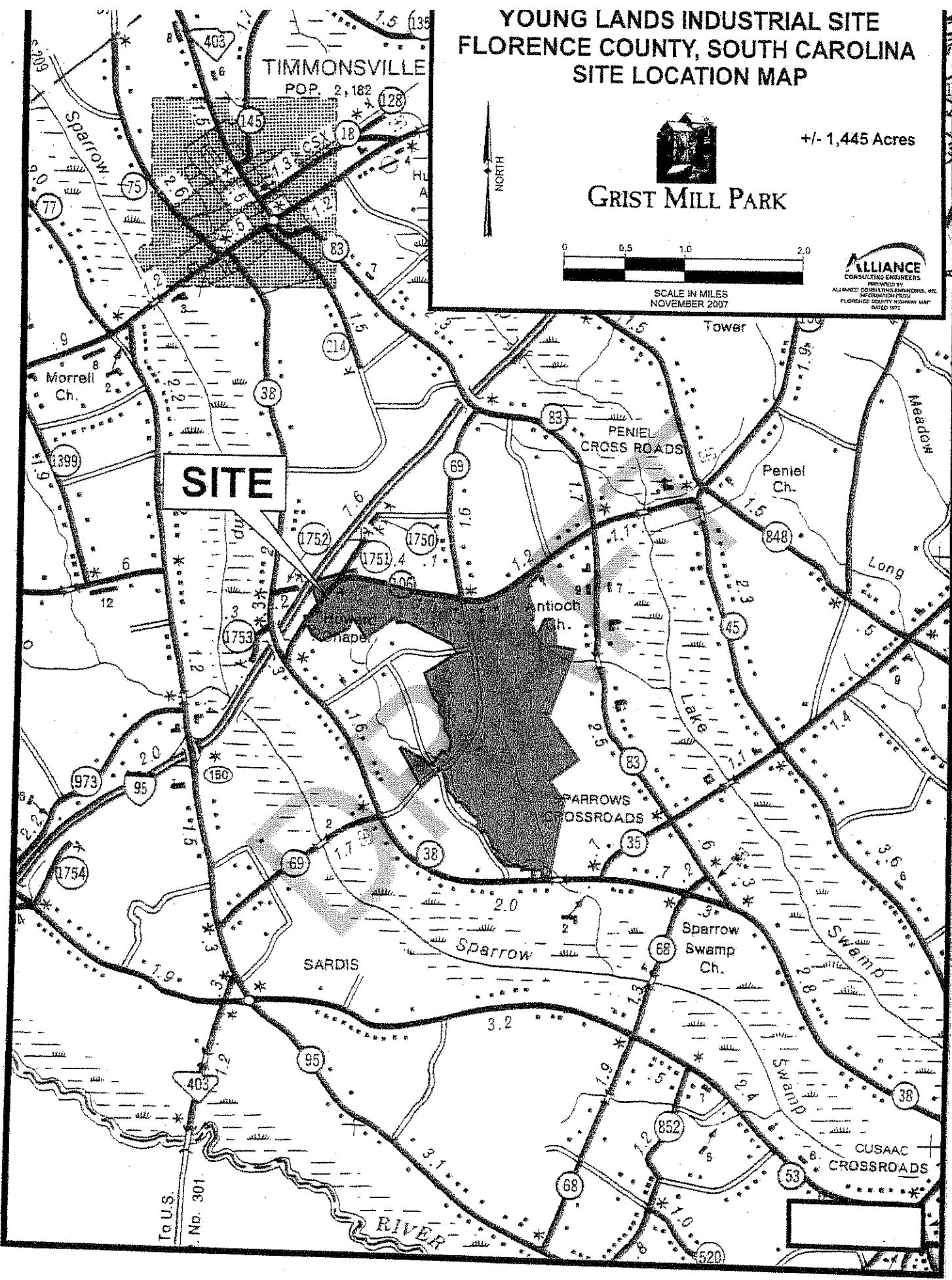
GRIST MILL PARK



SCALE IN MILES
NOVEMBER 2007



ALLIANCE CONSULTING ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
FLORENCE COUNTY HIGHWAY MAP
DATED 1977



FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of (7) vehicles and one (1) pick up as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

1. Attached listing of vehicles is recommended to be declared surplus by the using department.
2. The vehicles have little value or are obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. The vehicles have been offered to all county fire departments, rescue squads, municipalities, and school districts.
6. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.
7. V#925, V#926 and V#974 were purchased with narcotic funds by the Sheriff's Office and proceeds from the auction of these three (3) vehicles are required by federal law to be reimbursed to the narcotics fund.

FUNDING FACTORS:

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

OPTIONS:

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

ATTACHMENTS:

List of vehicles.

UNIT	MAKE	MODEL	YEAR	MILEAGE	COMMENTS	VIN #S	Dept
V0419	FORD	EXPLORER	1997	84,702	FAIR CONDITION	1FMDV32X6VJA29600	Assigned
V0860	FORD	CROWN VIC	2003	112,171	WRECK	2FAHP71W33X186185	Planning
V0871	FORD	CROWN VIC	2003	106,430	RIGHT REAR QUARTER BENT, POWERTRAIN OK	2FAFP71W43X202188	FCSC
V0985	CHEVY	IMPALA	2006	87,120	FAIR CONDITION	2G1WS551169378662	FCSC
V0925	FORD	Crown Vic	2001	90,454	FAIR CONDITION	2FAFP71W41X192226	FCSC
V0926	FORD	EXPEDITION	2006	116,284	FAIR CONDITION	1FMPU15576LA03963	FCSC-Narc
V0974	JEEP	GRAND CHEROKEE	2005	129,636	FAIR CONDITION	1J4GS48KX5C598104	FCSC-Narc
	NISSAN	TITAN PICK-UP	2006	125,136	FAIR CONDITION	1N6BAO7A66N564278	FCSC-Narc

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Public Works
Procurement Department

ISSUE UNDER CONSIDERATION:

Award Bid #16-09/10 For A Motorgrader To Blanchard Machinery Company, Florence, SC In The Amount Of \$221,189.40 (*FY10 Budgeted Funds – 1 Compliant Bid*).

POINTS TO CONSIDER:

- 1) Bid #16-09/10 was publicly offered.
- 2) Two (2) bids were received; one (1) bid was compliant.
- 3) Blanchard Machinery Company, Florence, SC was the lowest compliant bidder for the motorgrader.
- 4) Councilman Johnnie Rodgers served on the Heavy Equipment Bid Development and Evaluation Committee and recommends the award.
- 5) Public Works Director recommends the award.
- 6) The bid expires April 12, 2010.

FUNDING FACTORS:

- 1) \$221,189.40 = Total cost of the motorgrader for the Public Works Department to be funded from FY 10 departmental funds.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Letter of recommendation from Public Works Director.

Dept: Florence County Public Works
 (1) Motorgrader, 32,000 Lbs. Class
 Invitation-to-Bid #16-09/10

Bid Opening Date: February 25, 2010
 Time: 11:00 AM
 SCBO 2/8/10
 4
 4/12/2010

Advertised Date: Morn News 2/7/10
 Invitations to Bids Distributed: 4
 Bid Expiration Date: 4/12/2010

Name of Bidder	Base Bid	Year/Make Model	Bid Security	Meets Specs	Total Bid	Total Non-Local (+2%)
Filint Equipment Company W. Columbia, SC	\$203,898.60	2010 John Deere 670 GP	Yes	No	\$203,898.60	\$207,976.57
Blanchard Machinery Company Florence, SC	\$221,189.40	2010 Caterpillar 12M	Yes	Yes	\$221,189.40	

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



FLORENCE COUNTY
Public Works Department

Arthur C. Gregg, Jr.
Public Works Director

MEMORANDUM

TO: Suzanne King, Administrative Services Director

FROM: Arthur C. Gregg, Jr., Public Works Director *ACG*

DATE: March 4, 2010

RE: Recommendation to Award Bid #16-09/10

It is my recommendation to award Bid #16-09/10 to Blanchard Machinery Co., Florence, SC.

Florence County received the only responsive bid from Blanchard Machinery Co.

ACG, JR/ig

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Florence County Sheriff Office
Procurement Department

ISSUE UNDER CONSIDERATION: Approve award of Bid # 10-09/10 for the replacement of security ceiling tiles at the Florence County Law Enforcement Center in the amount of \$28,145 to Preferred Construction Company, Inc., Columbia, SC to be funded from FY 10 departmental funds. (2 Compliant Bids).

POINTS TO CONSIDER:

- 1) Bid #10-09/10 was publicly offered.
- 2) Three (3) bids were received; Two (2) bids were compliant.
- 3) Preferred Construction Company, Inc., Columbia, SC was the lowest compliant bidder for the security ceiling tiles.
- 4) Florence County Sheriff recommends the award.
- 5) The bid expires April 26, 2010.

FUNDING FACTORS:

- 1) \$28,145 = Total cost of the security ceiling tiles replacement at the Florence County Law Enforcement Center to be funded from FY 10 departmental funds.

OPTIONS:

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

ATTACHMENTS:

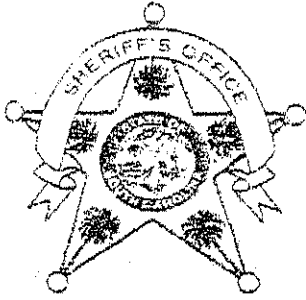
- 1) Bid Tabulation Sheet.
- 2) Letter of recommendation from Florence County Sheriff.

Law Enforcement Center
Replacement of Security Ceiling Tiles
Invitation-to-Bid #10-09/10

Bid Opening Date: February 23, 2010
Time: 11:15 AM
Advertised Date: MN-1/31/10 SCBO-2/1/10
Invitations to Bids Distributed: 7
Bid Expiration Date: 4/26/2010

Name of Bidder	Base Bid	Alternate I Installation	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Preferred Construction Co., Inc. Columbia, SC	\$23,825.00	\$4,320.00	Yes	Yes	\$28,145.00	\$28,707.90
Gardner Painting Effingham, SC	\$22,790.16	\$9,600.00	Yes	No	\$32,390.16	
K. M. Rowland, LLC Florence, SC	\$23,464.00	\$9,400.00	Yes	Yes	\$32,864.00	

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



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

March 1, 2010

Richard Starks
County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Starks:

It is my recommendation that Council award the bid for the replacement and installation of Security Ceiling Tiles Bid # 10-09-10 to Preferred Construction Company, Inc. The Procurement Department has verified that they are compliant in their bid of \$28, 145. Funds are available in FY10 Detention Center Departmental Budget.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Boone".

William K. Boone
Florence County Sheriff

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Florence County Sheriff Office
Procurement Department

ISSUE UNDER CONSIDERATION: Approve award of Bid # 11-09/10 for the construction of a metal storage building at the Florence County Law Enforcement Center (LEC) to Tungsten Corporation, Conway, SC in the amount of \$25,200 to be funded from proceeds from the sale of the propane tank at the LEC previously approved by Council (*6 Compliant Bids*).

POINTS TO CONSIDER:

- 1) Bid #11-09/10 was publicly offered.
- 2) Six (6) bids were received; Six (6) bids were compliant.
- 3) Tungsten Corporation, Conway, SC was the lowest compliant bidder for the construction of the metal storage building.
- 4) Florence County Sheriff and Facilities Manager recommend the award.
- 5) The bid expires April 26, 2010.

FUNDING FACTORS:

- 1) \$25,200 = Total cost of the construction of a metal storage building at the Florence County Law Enforcement Center to be funded from proceeds from the sale of the propane tank previously approved by Council.

OPTIONS:

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

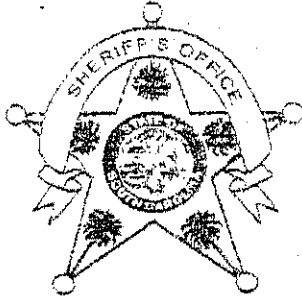
ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Letters of recommendation from Florence County Sheriff and Facilities Manager.

Law Enforcement Center Metal Storage Building Invitation-to-Bid #11-09/10		Bid Opening Date: February 23, 2010 Time: 11:30 AM		MN-1/31/10 SCBO-2/1/10	
		Advised Date: Invitations to Bids Distributed: Bid Expiration Date:		14 4/26/2010	
Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Tungsten Corporation Conway, SC	\$25,200.00	Yes	Yes	\$25,200.00	\$25,704.00
Ace Construction Co., Inc. Florence, SC	\$28,000.00	Yes	Yes	\$28,000.00	
Chancel Builders, Inc. Myrtle Beach, SC	\$31,939.00	Yes	Yes	\$31,939.00	\$32,577.78
Fields Construction Co., Inc. Florence, SC	\$35,722.00	Yes	Yes	\$35,722.00	
Gilbert Construction Co. Florence, SC	\$50,527.00	Yes	Yes	\$50,527.00	
M. A. R. Construction Co., Inc. Lexington, SC	\$50,761.00	Yes	Yes	\$50,761.00	\$51,776.22

Notes:

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



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

March 1, 2010

Richard Starks
County Administrator
180 North Irby Street
Florence, South Carolina 29501

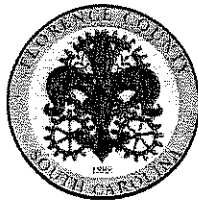
Dear Mr. Starks:

It is my recommendation that Council award the bid for the construction of the Metal Storage Building Bid # 11-09-10 to Tungsten Corporation. References have been verified by the Buildings and Grounds Department and the Procurement Department has verified compliance in their bid of \$25,200. Funds are available in Capital Project Fund 315 for the Detention Center.

Thank you for your assistance in this matter.

Sincerely,

William K. Boone
Florence County Sheriff



FLORENCE COUNTY
Facilities Management

William Hargrove
Facilities Manager

MEMORANDUM

To: Mazie Abraham, Interim Procurement Director
From: Bill Hargrove, Facilities Manager
Date: March 3, 2010
Re: Recommendation on Awarding Bid #11-09/10

My recommendation for Bid #11-09/10, Law Enforcement Center – Metal Storage Building, is that it be awarded to the responsive bidder, Tungsten Corporation of Conway, SC.

All references were very positive and each would use Tungsten on future projects.

If you have any questions, please contact me.

WJH

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Florence County Sheriff Office
Procurement Department

ISSUE UNDER CONSIDERATION:

Approve award of Bid # 15-09/10 for the replacement of the existing chillers at the Florence County Law Enforcement Center to Cayce Company, Florence, SC in the amount of \$417,700 to be funded from the Energy Efficiency Conservation Block Grant (EECBG) and five year annual maintenance in the amount of \$24,375 (*\$4,875 annually*) to be funded in the department's annual budget, contingent upon execution of a final contract (*3 Compliant Bids*).

POINTS TO CONSIDER:

- 1) Bid #15-09/10 was publicly offered.
- 2) Six (6) bids were received; Three (3) bids were compliant.
- 3) Cayce Company, Florence, SC was the lowest compliant bidder for the chillers.
- 4) Florence County Sheriff and Facilities Manager recommend the award.
- 5) The bid expires April 12, 2010.

FUNDING FACTORS:

- 1) \$417,700 = Total cost of the replacement chillers for the Florence County Law Enforcement Center to be funded from an EECBG grant.
- 2) \$24,375 = Total cost of the five year annual maintenance of the chillers to be funded annually in the departmental budget.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Letter of recommendation from Florence County Sheriff and Facilities Manager.

Law Enforcement Center Chillers Invitation-to-Bid #15-09/10		Bid Opening Date: February 23, 2010 11:00 AM MN-1/31/10 SCBO-2/1/10 14 4/12/2010		Advertised Date: Invitations to Bids Distributed: Bid Expiration Date:		
Name of Bidder	Base Bid	Maintenance 5 years	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Cayce Company, Inc. Florence, SC	\$417,700.00	\$24,375.00	Yes	Yes	\$417,700.00	
W. B. Thomasson Heating Co., Inc. Columbia, SC	\$423,500.00	\$27,500.00	Yes	No	\$423,500.00	
Chapman Mechanical Greensboro, NC	\$429,000.00	\$27,500.00	No	No	\$429,000.00	
Johnson Controls, Inc. Florence, SC	\$451,138.00	\$25,661.00	Yes	Yes	\$451,138.00	
Triad Mechanical Contractors, Inc. John's Island, SC	\$463,489.00	\$25,935.00	Yes	No	\$463,489.00	
Cullum Constructors, Inc. Charleston, SC	\$476,000.00	\$27,500.00	Yes	Yes	\$476,000.00	

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



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

March 1, 2010

Richard Starks
County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Starks:

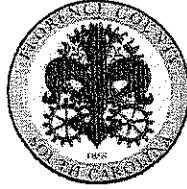
It is my recommendation that Council award the bid for the replacement of the chillers located at the Florence County Law Enforcement Center Bid # 15-09/10 to Cayce Company, Inc. in the amount of \$417,700. Funding will come from a Recovery Act Energy Efficiency Conservation Block Grant. I would also like to recommend Council's award of the maintenance contract to Cayce Company, Inc Bid # 15-09/10 in the amount of \$4,875 annually to be paid out of budgeted Sheriff's Office Departmental Funds. The Procurement Department has verified they are compliant in their bid.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Boone".

William K. Boone
Florence County Sheriff



FLORENCE COUNTY
Facilities Management

William Hargrove
Facilities Manager

MEMORANDUM

To: Mazie Abraham, Interim Procurement Director
From: Bill Hargrove, Facilities Manager *with*
Date: March 1, 2010
Re: Recommendation on Awarding Bid #15-09/10

My recommendation for Bid #15-09/10, Law Enforcement Center – Chiller Replacement, is that it be awarded to the responsive bidder, Cayce Company, Inc. of Florence, SC.

If you have any questions, please contact me.

WJH

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Sheriff Office
Finance Department

ISSUE UNDER CONSIDERATION:

To Accept From The Town Of Olanta Three (3) M-4 Rifles And Thirty-Six (36) Boxes Of Ammunition In Exchange For A \$2,500 Credit Against The Inmate Per Diem Balance Outstanding.

POINTS TO CONSIDER:

1. Town of Olanta has a balance due with the County for housing inmates at the Florence County Sheriff Office.
2. Town of Olanta has three (3) M-4 rifles and thirty-six (36) boxes of ammunition that need to be disposed of.

FUNDING FACTORS:

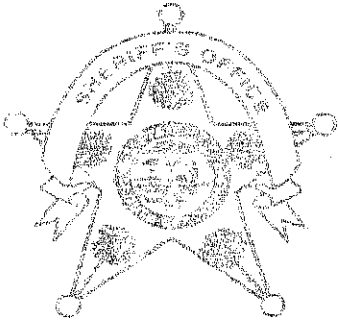
\$2,500 = Credit to be applied to the outstanding balance owed the County by the Town of Olanta for housing inmates.

OPTIONS:

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

ATTACHMENTS:

Request from the Florence County Sheriff.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

March 1, 2010

Richard Starks
County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Starks:

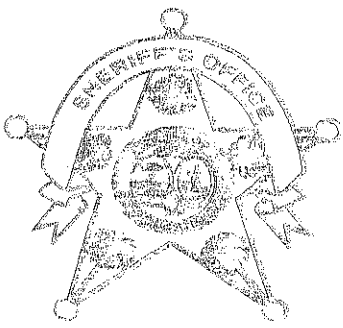
I would like to ask that Council issue credit to the Town of Olanta Per Diem Revenue account in the amount of \$2,500 recording the proper general ledger entries to reflect the purchase of equipment.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenney Boone".

Kenney Boone
Florence County Sheriff



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

February 15, 2010

Richard Starks
Florence County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Starks:

Please accept this as notification that the Florence County Sheriff's Office has agreed to accept 3 M-4 rifles and 36 boxes of ammunition from the Town of Olanta. A credit should be issued in the amount \$2,500.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Boone".

William K. Boone
Sheriff of Florence County

Florence County Council Meeting
March 18, 2010

AGENDA ITEM: Other Business
Infrastructure Project
Council District 2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Declare Vehicle #V0897 A 2004 Ford F150 And #V0943 A 2005 Crown Victoria As Surplus; Authorize The Sale Of The Vehicles To The Town of Pamplico In The Amount Of \$4,200 and \$1,000 respectively; Approve The Expenditure Of Up To \$5,200.00 From Council District 2 Infrastructure Funding Allocation For The Purchase Of The Vehicles For The Town of Pamplico.

FUNDING SOURCE:

XXX Infrastructure

_____ Road System Maintenance

_____ Utility

Signed: Verbally Approved – Signature Pending

Requested by Councilmember: Ken Ard

Date: _____

ATTACHMENTS:

A copy of the Letter of Request from the Town of Pamplico and Florence County Surplus Property Request forms.

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

TOWN OF PAMPLICO

Mayor
Gene R. Gainey

Mayor Pro-Tem
Lucius B. Eaddy

Clerk-Treasurer
Anne B. Miles

P.O. Box 296 - 180 E. Main Street
Pamplico, SC 29583
(843) 493-5551 PH
(843) 493-5013 FAX
townofpamplico@sc.rr.com

Council Members
Thomas E. Beaton
Robert H. Bostick
Ivan M. Coleman, Jr.
Harriet C. Cook
Lucius B. Eaddy
D. Marshall Munn

February 17, 2010

Mrs. Suzanne S. King
Administrative Services Director
180 North Irby Street MSC-G
Florence, SC 29501

Re: Surplus Vehicles

Dear Mrs. King:

In reference to my telephone call to you today at 10:00 a.m., concerning your letter dated February 15, 2010 and the Florence County Vehicle Surplus list attached to your letter.

We faxed to you today our request forms for two of the surplus vehicles on the list. I have talked to Ken Ard and have asked for his support with getting these two vehicles for the Pamplico Police Department and the Maintenance Department. I have also asked Ken to help us with the cost. The two vehicles are listed below:

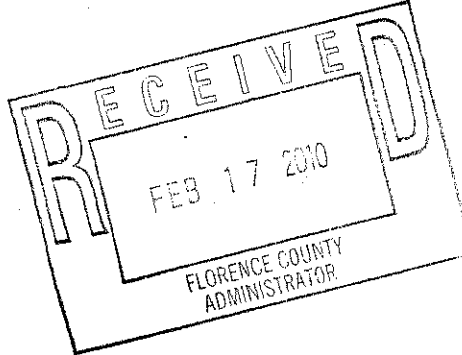
1. #V0943 White Crown Victoria Ford 2005, 82,458 miles
2. #V0897 White F-150 Ford Truck 2004, 102,853 miles

Thanks for your assistance.

Sincerely,


Gene R. Gainey,
Mayor

Cc: Ken Ard, County Council Member
Richard Starks, County Administrator
Town Council Members



FLORENCE COUNTY
SURPLUS PROPERTY REQUEST

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

Property Identification Number: # V0943

Year: 2005

Make: Ford

Model: Crown Victoria

Mileage: 82,458

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

Joe R. Gains, Mayor ^{by:} Ann B. Miles

2/17/10

Department Head/Elected/Appointed Official
Or Authorized Designee

Date

Town of Pamplin
P.O. Box 296
Pamplin, DC 29583

FLORENCE COUNTY
SURPLUS PROPERTY REQUEST

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

Property Identification Number: # V0897
Year: 2004
Make: Ford
Model: F-150 Pick-up
Mileage: 102,853

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 Gene R. Quincy, Mayor by: Charles B. Miles 2/17/10

Department Head/Elected/Appointed Official
Or Authorized Designee

Date

Town of Pamlico
PO Box 296
Pamlico, NC 29583

Florence County Council Meeting
March 18, 2010

AGENDA ITEM: Other Business
Infrastructure Project
Council District 2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Declare Two (2) Vehicles (V#0981 And V#0983) 2006 Chevy Impalas As Surplus; Authorize The Sale Of The Vehicles To Florence School District 2 In The Amount Of \$1,000 Each (\$2,000 Total); And Approve The Expenditure Of Up To \$2,000.00 From Council District 2 Infrastructure Funding Allocation For The Purchase Of The Vehicles For The School District.

FUNDING SOURCE:

XXX Infrastructure
 Road System Maintenance
 Utility

Signed: verbally approved – signature pending

Requested by Councilmember: Ken Ard

Date: _____

ATTACHMENTS:

Florence County Surplus Property Request forms.

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

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY SURPLUS PROPERTY REQUEST

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

Property Identification Number: 2G1WS551X69323319 VO 981

Year: 2006

Make: CHEVY

Model: IMPALA

Mileage: 100,377

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

Department: _____

Property Identification Number: _____

Year: _____

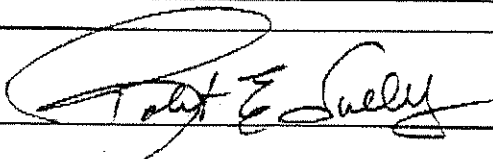
Make: _____

Model: _____

Mileage: _____

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

Signature



3/1/2010

Department Head/Elected/Appointed Official
Or Authorized Designee

Date

Florence County Council Meeting
March 18, 2010

AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$5,400.00 From Council District 4 Infrastructure Funding Allocation To Provide Assistance To The Timmonsville Rescue Squad With Replacing Air Conditioning At The Office.

FUNDING SOURCE:

Infrastructure
 Road System Maintenance
 Utility

Signed: verbally approved – signature pending
Requested by Councilmember: Mitchell Kirby

Date: _____

ATTACHMENTS:

A copy of the request from the Timmonsville Rescue Squad.

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.

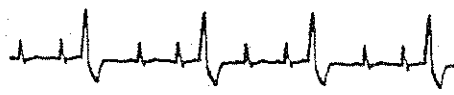
Connie Y. Haselden, Clerk to Council



Volunteers

Serving You We Care

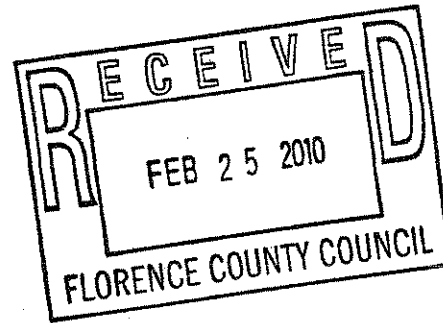
Timmons ville Rescue Squad



P. O. Box 9 • 401 E. Main Street
Timmons ville, S.C. 29161
843-346-7640

August 24, 2009

Florence County Council
c/o Mitchell Kirby
180 N. Irby St.
Florence, SC 29501



To Whom It May Concern:

This letter is to request financial assistance from Florence County for the emergency replacement of the air conditioning in the office at Timmons ville Rescue Squad. The total cost, including installation, was \$5,400.00.

We appreciate your assistance with this unexpected drain on our finances.

Sincerely,

Chief Donald E. Windham
Timmons ville Rescue Squad

FLORENCE COUNTY COUNCIL MEETING

March 18, 2010

AGENDA ITEM: Other Business
Council District #9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:


Approval of the expenditure of up to \$55,965.25 from Council District #9 funding allocations to pay for reclaiming and resurfacing Traces Subdivision.

The cost estimate was prepared by Florence County Public Works.

Public Works is not verifying the amount in any Funding Source.

FUNDING SOURCE:

Infrastructure
 Road System Maintenance
 Utility

SIGNED: 
Requested by Councilmember: Dr. Morris Anderson

Date: 3/2/10

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council