

B. ORDINANCE NO. 14-2010/11

An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.

VII. APPEARANCES:

STERLING SADLER AND THE EDC COMMITTEE

[12]

Mrs. Sadler Requests That She And The Environmental Discovery Center (EDC) Committee Appear Before Council To Present Some Awards Won By The EDC.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

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

Public Services & County Planning

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

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)

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 OF RECOGNITION [14]

A Resolution Of Recognition For George C. Bradley, Ph.D., A Native Florentine, In Honor Of His Being Named The 14th President Of Paine College In Augusta, Georgia.

B. RESOLUTION NO. 05-2010/11 [16]

A Resolution Authorizing The Execution And Delivery Of An Incentive Agreement By And Among ICE Recycling, LLC, And Florence County And Approving A Multi-County Industrial Park Agreement With Respect To Certain Property.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 09-2010/11 [26]

An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Table VII-Regulation Signs By Type, Characteristics And Zoning Districts And Table VIII-Number, Dimension, And Location Of Permitted Signs By Zoning District; Section 30-205, Temporary Signs On Private Property; And Section 30-311, Definitions, Conflict With Other Laws To Revise The Portable Signs Regulations.

*(Planning Commission **approved** 9 – 0.)*

2. ORDINANCE NO. 10-2010/11 [39]

An Ordinance To Rezone Property Owned By William Michael Nexsen Located At 1217 Pheasant Road, Florence County From R-3, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 286 Consisting Of Approximately 1.02 Acres.

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

3. **ORDINANCE NO. 11-2010/11** [48]
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.

B. SECOND READING

1. **ORDINANCE NO. 12-2010/11** (*Public Hearing*) [74]
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Ice (**ICE Recycling, LLC**), With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.
2. **ORDINANCE NO. 13-2010/11** (*Request Move To Inactive*) [99]
An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.
3. **ORDINANCE NO. 14-2010/11** (*Public Hearing*) [101]
An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.

C. INTRODUCTION

None presented at the time of publication of the Agenda.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. 2011 CALENDAR OF MEETING DATES AND HOLIDAYS

[107]

Approve The 2011 Calendar Of Meeting Dates And Holidays.

2. DONATION OF PROPERTY

[109]

Authorize The Acceptance Of The Former Human Resources Building Located On Highway 41/51 And Adjoining 1.32 Acres Land Parcel In Johnsonville By Deed From Wellman Plastics Recycling.

B. EMERGENCY MEDICAL SERVICES (EMS)

APPLICATIONS FOR NON-EXCLUSIVE AMBULANCE FRANCHISES

[112]

Award A Non-Exclusive Ambulance Franchise To HeartLine Transport Services, LLC.

C. PARKS & RECREATION DEPARTMENT/GRANTS

H.M. AND PEARL KYLE FOUNDATION, INC.

[117]

Accept A Grant From The H.M. And Pearl Kyle Foundation, Inc. In The Amount Of \$2,000 To Provide Interactive Exhibits At The Environmental Discovery Center (EDC) And Various Other Park Projects.

D. PLANNING & BUILDING INSPECTIONS

WAIVER OF COUNTY CODE SECTION 30-210

[119]

Approve A Waiver Of The Florence County Code Of Ordinances *Section 30-210. Relocation Of Billboards Due To Governmental Land Acquisition* For Florence County Forward Road Project Sign Relocations.

E. PROCUREMENT

UNIFORMS FOR COUNTY DEPARTMENTS

[120]

Authorize The Continued Procurement Of Uniforms For County Departments From Uniforms By John As A Sole Source Provider To Be Paid From Previously Approved Departmental Funds.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. PAMPLICO FIRE DEPARTMENT

[123]

Approve The Expenditure Of An Amount Up To \$25,000.00 From Council District 2 Infrastructure Funding Allocation To Assist The Pamplico Fire Department With The Purchase Of A 1999 Fire Truck From The West Florence Fire Department.

2. SPAULDING HEIGHTS COMMUNITY PARK

[124]

Approve The Expenditure Of An Amount Up To \$1,800.00 From Council District 7 Infrastructure Funding Allocation To Purchase Four (4) Thermoplastic Coated Park Benches For Spaulding Heights Community Park.

B. UTILITY

TOWN OF COWARD

[126]

Approve The Expenditure Of An Amount Up To \$20,000.00 From Council District 5 Utility Funding Allocation To Extend a 6" Water Line 3,000 Feet From Friendfield Road Down Union School Road.

XIV. EXECUTIVE SESSION:

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

XV. EMPLOYEE RECOGNITION:

EMPLOYEE RECOGNITION

Florence County Council will recognize County Employees who have completed from five to thirty-five years of service with the County as of December 31, 2010.

XVI. INACTIVE AGENDA:

A. ORDINANCE NO. 22-2009/10

At its regular meeting of August 19, 2010, Council unanimously approved moving Ordinance No. 22-2009/10 into the Inactive Agenda: 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.

B. ORDINANCE NO. 23-2009/10

At its regular meeting of August 19, 2010, Council unanimously approved moving Ordinance No. 23-2009/10 into the Inactive Agenda: 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.

C. ORDINANCE NO. 30-2009/10

At its regular meeting of May 20, 2010, County Council remanded this Ordinance to the Planning Commission: 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)*

XVII. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the November 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, NOVEMBER 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
Suzanne S. King, Administrative Services Director
Mike Abbott, Hyman Law Firm
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Kevin Yokim, Finance Director
Ryon Watkins, EMS Director
Ray McBride, Library Director
Pearl McDaniel, Interim Planning Director
Jack Newsome, Tax Assessor
Chuck Tomlinson, Morning News

A notice of the regular meeting of the Florence County Council appeared in the November 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 Kirby made a motion Council approve the minutes of the October 21, 2010 regular meeting of County Council. Councilman Rodgers seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

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

ORDINANCE NO. 11-2010/11

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.

APPEARANCES:

CHRISTMAS CARD CONTEST WINNER

Council Recognized Faith Hyman, 9 Year-Old Daughter Of Robbie And Kelley Hyman, The Winner Of The 2010 Christmas Card Contest And Presented Miss Hyman With A Framed Copy Of Her Artwork. In Addition, Miss Hyman Will Receive A \$100 Savings Bond.

RESOLUTION OF RECOGNITION TO BILL YONCE

Councilman Culberson made a motion Council approve a Resolution Of Recognition For Mr. Bill Yonce In Honor Of His Being Inducted Into The National Auctioneers Hall Of Fame. Councilman Anderson seconded the motion, which was approved unanimously. The Clerk published the Resolution in its entirety and Councilman Anderson presented Mr. Yonce with the framed Resolution.

DAVID HUDSON – DELMAE BASEBALL LEAGUE PRESIDENT

Mr. Hudson And Mr. J. P. Turner Appeared Before Council To Express Appreciation For Council Providing Assistance With Improvements At The Savannah Grove Athletic Complex. Members of Council expressed appreciation to Mr. Hudson, Mr. Turner and the other volunteers for their hard work and diligence in providing recreational opportunities for area youth.

DR. MARK LAWHON

Dr. Lawhon Appeared Before Council To Discuss Commercial And Residential Developers Being Considered For Short-Term Tax Relief. Dr. Lawhon stated he had a second issue he wanted to address, which was an issue between himself and the Treasurer in regard to taxes for Waverly Woods Subdivision. Dr. Lawhon requested County Council have the Attorney General investigate the Treasurer's Office. He provided a copy of a letter from The Supreme Court of South Carolina denying a Writ of Prohibition filed by Kevin A. Hall, Esquire on behalf of the County Treasurer and a copy of a letter from the Florence County Assessor requesting that the County Auditor prepare new tax notices for Waverly Woods, LLC removing the penalties and interest, pursuant to the court order. Chairman Smith stated the second item was a matter for the Circuit Court. Chairman Smith then informed Dr. Lawhon that in reference to his original request, House Bill H.3018 was passed last year on spec homes and houses being built, which

allows the developer up to six (6) years if a house was not sold before having to pay taxes on the home but the developer must apply within thirty (30) days of receiving the Certificate of Occupancy and must apply every year within those six years that the house is not sold. The multi-lot discount was also revised to allow up to ten (10) lots to receive the discount. The Chairman requested that the Clerk provide copies of the state legislation to Dr. Lawhon.

County Treasurer Dean Fowler requested to address the matter regarding the taxes on Waverly Woods Subdivision. Chairman Smith stated that Mr. Fowler was not on the agenda but asked if two members of Council would agree for Mr. Fowler to speak. There was no motion from members of Council.

PEGGY MCLEAN, CHAIR – FLORENCE CIVIC CENTER

Mrs. McLean And Kendall Wall, Executive Director Of The Florence Civic Center, Appeared Before Council To Provide An Update Of The Activities At The Civic Center. The Civic Center experienced increases in almost every category this year, including event revenue, attendance, number of events, and event days. Florence County was the only county of its size or larger to increase hotel accommodations tax revenues, which increased 1.7% for Florence County. Members of Council commended the Board, Mr. Wall and the staff for the tremendous job that has been done to continue to improve and enhance the services/programs at the Civic Center.

CAROL SCHWEITZ AND STUDENTS OF TIMROD ELEMENTARY SCHOOL

Councilmen Bradley and Anderson requested that Ms. Schweitz And Four Students From Timrod Elementary School Be Allowed To Appear Before Council To Express Appreciation For Council's Assistance In Upgrading The Playground And Fencing At The School. Each Of The Students Published A Letter Expressing Appreciation.

COMMITTEE REPORTS:

PUBLIC SERVICES & COUNTY PLANNING

Committee Chairman Schofield advised Council that the Florence Museum was well underway and making progress. The plans/design should be shown in January.

COUNCILMAN SCHOFIELD

Councilman Schofield stated he wanted to commend EMS for its rapid response to an incident that occurred at his business the previous day. EMS was on scene in just under five (5) minutes from the first call placed to dispatch.

RESOLUTIONS:

RESOLUTION NO. 03-2010/11

The Chairman published the title of Resolution No. 03-2010/11: A Resolution To Amend The Florence County Personnel Policy Manual To Reflect The Recent Change To Internal Revenue Service Regulations Regarding Cell Phones; And To Address Other Matters Related Thereto. Councilman Mumford made a motion Council approve the Resolution. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

EMERGENCY ORDINANCE NO. 01-2010/11

The Clerk published the Title of Emergency Ordinance No. 01-2010/11: An Emergency Ordinance For The Purpose Of Temporarily Suspending Sunday Work Prohibitions As Provided For In Title 53 Of The South Carolina Code Of Laws, From Sunday, November 21, 2010 Through Sunday, January 2, 2011 In Florence County, South Carolina, Maintaining Existing Restrictions On The Sale Of Alcohol. Councilman Schofield made a motion Council approve Emergency Ordinance No. 01-2010/11. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 07-2010/11 – THIRD READING

The Clerk published the title of Ordinance No. 07-2010/11: An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Darlington County, Such Industrial/Business Park To Be Geographically Located In Darlington County And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended; To Provide For A Written Agreement With Darlington County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 09-2010/11 – SECOND READING

The Clerk published the title of Ordinance No. 09-2010/11: An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Table VII-Regulation Signs By Type, Characteristics And Zoning Districts And Table VIII-Number, Dimension, And Location Of Permitted Signs By Zoning District; Section 30-205, Temporary Signs On Private Property; And Section 30-311, Definitions, Conflict With Other Laws To Revise The Portable Signs Regulations. Councilman Kirby made a motion Council approve second reading of the Ordinance. Councilman Rodgers seconded the motion. Councilman Schofield made a motion to amend the Ordinance as follows: Section 30-205, Display Period for portable signs changed from 6 months to 7 months and Display Interval read "Any 7 months in a calendar year;" and Note D) to Section 30-205 describing the height of the sign 'not to exceed 6 feet' change to 'not to exceed 8 feet.' Councilman Mumford seconded the motion to amend, which was approved unanimously. Second reading of Ordinance No. 09-2010/11 as amended was approved unanimously.

ORDINANCE NO. 10-2010/11 – SECOND READING

The Clerk published the title of Ordinance No. 10-2010/11: An Ordinance To Rezone Property Owned By William Michael Nexsen Located At 1217 Pheasant Road, Florence County From R-3, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 286 Consisting Of Approximately 1.02 Acres. Councilman Rodgers made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheet for public hearing of Ordinance No. 11-2010/11, Chairman Smith closed the public hearing.

ORDINANCE NO. 11-2010/11 – SECOND READING

The Clerk published the title of Ordinance No. 11-2010/11: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto. Councilman Culberson made a motion Council approve second reading of the Ordinance. Councilman Rodgers seconded the motion. Councilman Rodgers made a motion to amend the Ordinance to change the number of employees from 75 to 50. Councilman Culberson seconded the motion, which was approved unanimously. Second reading of the Ordinance as amended was approved unanimously.

ORDINANCE NO. 06-2010/11 – THIRD READING

Councilman Anderson made a motion Council move Ordinance No. 06-2010/11 from the Inactive Agenda for consideration of third reading. Councilman Rodgers seconded the motion, which was approved unanimously. The Clerk published the title of Ordinance No. 06-2010/11: An Ordinance To Amend Florence County Code Chapter 6, Animal Care and Control, Section 6-2, Animal Cruelty, To Provide Regulations For The Practice Of Tethering Of Dogs And Other Matters Related Thereto. Councilman Anderson made a motion to approved third reading of the Ordinance. Councilman Bradley seconded the motion. Councilman Anderson made a motion Council amend the proposed Section 6-2(n)(1)(a) to state the tether must be at least '15 feet' and amend the phrase "man-made or natural" to insert "another animal" at the end of the phrase; (c) change one (1) hour to eight (8) hours at a time in any twenty-four (24) hour period and delete the last sentence; (f) change 'becomes' to 'is continuously;' and (i) insert "with sufficient space placed between the dogs to ensure that there is no contact with another tethered animal" at the end of the sentence. Councilman Rodgers seconded the motion to amend. Councilman Culberson expressed concerns that eight hours might not be adequate to allow for individuals working shift work to travel to and from work. Councilman Rodgers stated the County was dependent on Environmental Services Officers utilizing common sense in exercising good judgment to determine if an animal was being mistreated or exactly the circumstances surrounding a complaint regarding a tethered animal. After some discussion, Council approved the amendments as presented. Third reading of the Ordinance as amended was approved unanimously.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

The following appointments/reappointments were unanimously approved by Council with appropriate expiration terms:

- **Pee Dee Mental Health Center Board of Directors** – Approved the recommendation of the Pee Dee Mental Health Center Board of Directors to request the Governor appoint Sergeant Major Richard "Rick" Walden to replace Pamela Varela Rhoads who resigned.

- **Florence Museum Board** – Reappointed Dr. Fred Carter - Council District 8, Jean Leatherman - Council District 2, and Ben Zeigler - Council District 5; each for four (4) year terms beginning July 1, 2011.
- **Planning Commission** – Reappointed Doris Lockhart, Council District 3.
- **Policy Commission on Recreation** – Appointed Reverend Anthony Howard - Council District 7.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2011 Through September 30, 2010 As An Item For The Record.

FLORENCE MUSEUM/HUMAN RESOURCES DEPARTMENT

CURATOR POSITION

Councilman Schofield made a motion Council Authorize One Full-Time Curator Position In The Florence Museum From Budgeted Funds. Councilman Mumford seconded the motion, which was approved unanimously.

PARKS & RECREATION DEPARTMENT/GRANTS

LOWCOUNTRY RESOURCE CONSERVATION AND DEVELOPMENT YOUTH ENVIRONMENTAL EDUCATION GRANT

Councilman Rodgers made a motion Council Accept A Lowcountry Resource Conservation And Development Youth Environmental Education Grant In The Amount Of \$250 To Provide Supplies For Programming At The Environmental Discovery Center (EDC) For The Florence County Parks & Recreation Department. Councilman Culberson seconded the motion, which was approved unanimously.

PROCUREMENT

AWARD OF BID #05-10/11

Councilman Rodgers made a motion Council approve The Award Of Bid #05-10/11 For Roof Replacement Project At The Olanta Magistrate's Office To Gardner Roofing, Inc., Hartsville, SC In The Amount Of \$20,500 To Be Funded From Previously Approved Bond Funds. Councilman Culberson seconded the motion, which was approved unanimously.

OTHER BUSINESS:

ROAD SYSTEM MAINTENANCE FEE (RSMF)

MCLAURIN DRIVE

Councilman Anderson made a motion Council Approve The Expenditure Of Up To \$26,737.50 From Council District 9 RSMF Funding Allocation To Pay For Crushed Asphalt For McLaurin Drive. Councilman Mumford seconded the motion, which was approved unanimously.

The following items were additions to the agenda:

LESTER AVENUE

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$62,755.50 From Council District 3 Utility Funding Allocation To Pay For Resurfacing Of Lester Avenue And 135 Square Yards Of Full Depth Patching. Councilman Anderson seconded the motion, which was approved unanimously.

CALENDAR

Councilman Anderson made a motion Council Amend The Meeting Calendar To Change The Time Of The December 9th Meeting To 10:00 A.M. To Better Accommodate The Employee Service Awards Ceremony. Councilman Mumford seconded the motion, which was approved unanimously.

EMPLOYEE CHRISTMAS BONUS

Councilman Rodgers made a motion Council Approve A \$100.00 Christmas Bonus For County Employees From Previously Budgeted Funds. Councilman Mumford seconded the motion, which was approved unanimously.

CHRISTMAS HOLIDAY

Councilman Mumford made a motion Council Approve The Addition of Tuesday, December 28, 2010 As A Holiday. Councilman Rodgers seconded the motion, which was approved unanimously.

COUNCILMAN ARD

Councilman Ard recognized City of Johnsonville Council Member Dale Strickland and City Administrator Scott Tanner. Lieutenant Governor Elect Ard expressed appreciation to the members of Council for the opportunity to serve with them. Members of Council commended Councilman Ard for his service on Council and wished him well in his new state office as Lieutenant Governor.

EXECUTIVE SESSION:

Councilman Ard made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss The Following: Contractual Matters Concerning Economic Development Projects and Contractual Matters Concerning Legal Services/Pending Actions. Councilman Mumford seconded the motion, which was approved unanimously.

Council entered executive session at 10:26 a.m.

(Councilman Rodgers left prior to Council entering the Conference Room for Executive Session. Councilman Mumford left during Executive Session.)

Council reconvened at 11:37 a.m.

Subsequent to Executive Session, Council took the following actions:

RESOLUTION NO. 04-2010/11

Councilman Ard published the title and made a motion Council Approve Resolution No. 04-2010/11: A Resolution Authorizing An Incentive And Inducement Agreement Between Wellman Plastics Recycling And Florence County, South Carolina. Councilman Anderson seconded the motion, which was approved unanimously. (Councilmen Rodgers and Mumford were absent for the vote.)

ORDINANCE NO. 12-2010/11

Councilman Culberson published the title of Ordinance No. 12-2010/11 and the Chairman declared the Ordinance introduced: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project ICE, 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. 13-2010/11

Councilman Culberson published the title of Ordinance No. 13-2010/11 and the Chairman declared the Ordinance introduced: An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.

ORDINANCE NO. 14-2010/11

Councilman Ard published the title of Ordinance No. 14-2010/11 and made a motion Council introduce the Ordinance: An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto. Councilman Anderson seconded the motion, which was approved unanimously. (Councilmen Rodgers and Mumford were absent for the vote.)

LEGAL SERVICES

Councilman Schofield made a motion Council Authorize The County Administrator To Negotiate A Contract With Malloy McEachin To Provide Legal Services To Florence County And Authorize The Chairman Of County Council To Execute Said Contract. Councilman Culberson seconded the motion, which was approved unanimously. (Councilmen Rodgers and Mumford were absent for the vote.)

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

COUNCIL MEETING ADJOURNED AT 11:40 A.M.

H. MORRIS ANDERSON
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL MEETING

December 9, 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. 12-2010/11

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Ice, 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. 14-2010/11

An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Appearances Before Council
Sterling Sadler And The EDC Committee

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mrs. Sadler Requests That She And The Environmental Discovery Center (EDC) Committee Appear Before Council To Present Some Awards Won By The EDC.

ATTACHMENT:

Copy of the Request Received Via Email.

From: Sterling Sadler [mailto:S.Sadler@satis.net]
Sent: Monday, November 15, 2010 6:31 PM
To: 'Connie Haselden'
Cc: 'Joe Eason'
Subject: Dec. Meeting

Connie:

Please put me and the EDC Committee on the County Council Agenda for December. We have a few awards the building has won that we would like to present.

Thanks a bunch!

Sterling

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Presentation of A Resolution of Recognition
George C. Bradley, Ph.D.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Recognition For George C. Bradley, Ph.D., A Native Florentine, In Honor Of His Being Named The 14th President Of Paine College In Augusta, Georgia.

ATTACHMENTS:

Copy Of Proposed Resolution.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

RESOLUTION OF RECOGNITION

WHEREAS, Florence County Council wishes to take this opportunity to recognize the standard set by Florence native **George C. Bradley, Ph.D.** in the area of individual success through the exercise of determination, perseverance and self-motivation; and,

WHEREAS, Dr. Bradley refusing to accept limitation in achievement, created a pathway to success for himself and in so doing, created a pathway for others to follow; and

WHEREAS, Dr. Bradley has not only achieved great success in his professional and personal life but has reached out to the community he lives in, as well as his hometown, through both financial contributions and by volunteering his time to help others achieve success; and

WHEREAS, his climb up the ladder of success shows clearly that anything is indeed possible for those who have vision, and act with purpose on that vision; and

WHEREAS, Dr. Bradley is to be commended for his many achievements, such as being named the 14th President of Paine College in Augusta, Georgia, where within the first two years of his Presidency he reduced the institutions financial deficit, partnering with local, state, and federal agencies on over \$8 million of capital projects to benefit the broader Augusta community; a scholar of the people, Dr. Bradley co-founded the South Carolina Institute for Research in Education (SCIRE), which sponsored research on educational issues impacting African-American communities in South Carolina and is a regular contributor to the periodic publication entitled the *State of Black South Carolina* published by the Columbia Urban League; has published and presented extensively in the field of education for more than two decades with a Lifetime of Service concurrent resolution; and

WHEREAS, the Florence County Council wishes to congratulate Dr. Bradley on his many accomplishments and encourages future leaders across Florence County to emulate his outstanding example; and

NOW THEREFORE BE IT RESOLVED, by the governing body of Florence County, South Carolina, the Florence County Council that this **RESOLUTION OF RECOGNITION** is presented to **GEORGE C. BRADLEY, PH.D.** for his laudable achievements.

Presented in meeting duly assembled this 9th day of December 2010.

THE FLORENCE COUNTY COUNCIL

K. G. Rusty Smith, Jr. Chairman

Waymon Mumford, Vice Chairman

Alphonso Bradley, Council District 3

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Resolution No. 05-2010/11

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(A Resolution Authorizing The Execution And Delivery Of An Incentive Agreement By And Among ICE Recycling, LLC, And Florence County And Approving A Multi-County Industrial Park Agreement With Respect To Certain Property.)

OPTIONS:

1. *(Recommended)* Approve Resolution No. 05-2010/11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Resolution No. 05-2010/11.

Sponsor(s)/Department : Economic Development
Adopted: : December 9, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 05-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution Authorizing The Execution And Delivery Of An Incentive Agreement By And Among ICE Recycling, LLC, And Florence County And Approving A Multi-County Industrial Park Agreement With Respect To Certain Property.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered to enter into an Agreement (the "Fee Agreement") with respect to a project pursuant to Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code"), which requires the industry to make a payment of a fee in lieu of taxes (the "Fee Agreement"), through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and
2. The County is authorized and empowered to expend monies in the furtherance of industrial and other economic development projects which will benefit the general welfare of the County, through the expenditure of funds appropriated for such purpose; and
3. The County is authorized under Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties (the "Multi-County Park"); and
4. The County is authorized to provide a grant that promotes the employment of Florence County residents; and
5. ICE Recycling, LLC, and/or its subsidiaries, affiliates, successors, assigns, sponsors, lessors and others (collectively, the "Company"), desire to invest capital estimated to be approximately \$4,350,000 over a five (5) year period for the purpose of acquiring land, constructing a facility and improvements thereon, and the installation of fixtures, machinery, equipment, office furniture and other property, and the Company also desires to create approximately 50 new, full-time jobs, all for the purpose of operating a

manufacturing facility in the County (the "Project"), and the County has determined on the basis of information supplied to it by the Company that the Project would subserve the purposes of the Act; and

6. The County wishes to induce the Company to undertake the Project by offering the inducements set forth herein below and in the Incentive Agreement substantially in the form attached hereto as *Exhibit A*.

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

Section 1. The County Council hereby finds that: (i) the Project 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; (ii) the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the project are greater than the costs; and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The provisions, terms, and conditions of the Incentive Agreement, which describes the basic terms of the Fee Agreement, the Multi-County Park, and the Grant (collectively, the "Incentives") are hereby approved, with such changes, not materially inconsistent with the attached Incentive Agreement or materially adverse to the County, as may be advised or approved by the County Attorney; and the Chairperson of County Council is hereby authorized and directed to execute the Incentive Agreement with the Company.

Section 3. The further details of the Fee Agreement and the Multi-County Park shall be prescribed by subsequent ordinances of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 4. If any one or more of the provisions of this Resolution should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Resolution.

Section 5. This Resolution shall constitute an inducement resolution for purposes of the Act.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K.G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (the "Agreement") is made and entered into between **FLORENCE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and **ICE RECYCLING, LLC**, a South Carolina limited liability corporation previously identified under the code name "Project ICE" (the "Company"), effective December 9, 2010.

WITNESSETH

WHEREAS, the County is authorized to make and execute contracts of the type embodied by this Agreement; and

WHEREAS, the Company is considering an investment through itself and/or one or more existing or to-be-formed affiliated or related entities (collectively, the "Company") and/or one or more unrelated parties, including third party lessors (collectively, the "Sponsors"), on real property located within the County (the "Site") and previously identified to the County; and

WHEREAS, the Company contemplates that the investment will consist of the purchase of personal property and improvements to the real property in order to operate a manufacturing facility (collectively the "Project"); and

WHEREAS, the Company anticipates the Project will consist of an investment in excess of \$2,500,000 over five years ; and

WHEREAS, the Project is anticipated to result in the creation of approximately 50 or more new, full time and part time jobs over a five year period measured from the commencement of operations; and

WHEREAS, the County wishes to induce the Company to locate the Project within the County and, as set forth in more detail herein, the County, acting by and through its governing body, desires to present the Company with a competitive incentive package representing such inducement; and

WHEREAS, the County Council has approved the terms of this Agreement by Resolution adopted on December 9, 2010; and

WHEREAS, the County acknowledges that the Company is relying on the commitments set forth herein in making its decision to locate the Project within the County, and the Company acknowledges that the County is relying on the commitment set forth herein in making its decision to offer this inducement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

MULTI-COUNTY PARK; FEE IN LIEU OF TAXES

Section 1.1 Multi-County Industrial Park. The County represents that it will take all necessary action to locate the Project within a multi-county industrial park established by the County and contiguous partner county in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, and the County agrees to use its best efforts to cause such contiguous county to take any necessary action to do the same. The County agrees to use its best efforts to obtain such consent of a municipality as may be required. The County agrees to use its best efforts to ensure the Project remains within the bounds of a multi-county park for at least the longer of a 20-year period or the period of time the fee-in-lieu-of-tax agreement (as described in Section 1.2 below) is in place.

Section 1.2 Fee-in-Lieu of Ad Valorem Taxes.

A. Under the terms prescribed herein, the County, at the Company's request, agrees to enter into a fee-in-lieu of ad valorem taxes ("FILOT") incentive (the "Fee Agreement") for a period of twenty (20) years for each component of all or a part of the Project placed in service during the investment period, all as provided for under, and pursuant to, Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"). The Fee Agreement will be implemented through an ordinance to be adopted by County Council. The Fee Agreement shall provide for a 6% assessment ratio for all qualifying property and, at the Company's request, the lowest fixed millage rate as may be currently allowed by law determined in accordance with the Act for the duration of the FILOT arrangement. The Fee Agreement shall contain, in substance, the following provisions:

- (i) The termination of the Fee Agreement will coincide with the payment of the final FILOT pursuant thereto;
- (ii) The Company shall make FILOT payments in accordance with and in the amounts established in the Fee Agreement (the County agrees to negotiate in good faith, an alternative payment as allowed per the Act);
- (iii) The County and the Company agree that the Company, at its discretion, may dispose of property and replace property subject to FILOT payments as set forth in the Act.

B. The Company agrees, if the Project proceeds, to acquire by construction, lease and/or purchase real and/or personal property, including, but not limited to, land, improvements, buildings, office equipment, machinery or furniture constituting the Project, such Project to represent an targeted aggregate investment of no less than \$4,350,000, which includes a FILOT eligible investment by the Company of at least \$2,500,000, such amount to be calculated taking into consideration all assets of the Project reportable for property tax and fee-in-lieu of tax

purposes, and inclusive of property statutorily exempt from property taxes or FILOT payments. In the event the Company fails to satisfy the requirements of this Paragraph or any other provisions of this Agreement, the County may, as its sole remedies, terminate certain rights of the Company hereunder and require certain payments, all as described in the next Paragraph.

C. If any the Company or any Sponsor participating in the Project fails to meet an individual minimum investment level (as defined in the Act) of \$2,500,000 in the time allowed under the Act (i.e., five years), unless the total investment is at least \$10,000,000 under Section 12-44-30(18) of the Act, then the Company's or such Sponsor's FILOT arrangement shall terminate and the Company shall pay the County an additional amount equal (if any) to the Company's or Sponsor's total savings from the time the first FILOT payment was made to that point (that is, the difference between the fee amount paid by the Company or Sponsor and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions, plus interest in the manner provided in Section 12-54-25 of the Code of Laws of South Carolina, 1976, as amended). In no event shall the FILOT payments terminate with respect to the Company or any Sponsor as long as the Company or that Sponsor maintains a minimum investment of \$2,500,000.

D. The County agrees that the Company may remove at any time during the term of the Fee Agreement property from the Project and dispose of it (as defined in the Act) with the consequence being the reduction of the FILOT payments, and/or replace such property and make the replacement property subject to the FILOT payments, all to the fullest extent allowed in and pursuant to the Act, subject, always, to the absolute requirement, statutory or otherwise, to maintain not less than \$2,500,000 in investment in the Project at all times.

E. The County agrees that the Company may terminate the Fee Agreement at any time during the term thereof in their sole discretion, in which case the Project shall become subject to regular property taxes (or a fee equal to such regular property taxes in case the Project is located at the time of such termination in a multi-county industrial park as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended).

ARTICLE II

GRANTS; PERMITTING; VARIANCE

Section 2.1. Employment Grant. The County agrees to provide an employment grant for those eligible employees hired by the Company. The Company is not entitled to any part of the grant until such time as the Company employees Fifty (50) or more full-time employees. The County will pay Two Hundred and Fifty and 00/100 Dollars (\$250) directly to the Company for each eligible employee. An eligible employee is defined as an employee first employed by the Company in 2011, 2012, or 2013, who is a legal resident of Florence County, and is continually employed full-time by the Company for a period of twenty-four (24) months. The County agrees that employees first employed by the Company from the date the Project was first identified to the County's Council, that is November 18, 2010 through and including December 31, 2010, shall be considered and included as employees first employed in 2011 for purposes of

eligibility for the grant, and the twenty-four (24) month qualifying period for such employees shall begin upon the date first employed.

ARTICLE III

MISCELLANEOUS

Section 3.1 Applicable Law. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with the laws of South Carolina, without regard to conflict of law principles.

Section 3.2 Binding Effect of Agreement. To the extent permitted by law, this Agreement represents binding and enforceable commitments between the Company and the County, including its constituent agencies, departments and other entities.

Section 3.3 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.

Section 3.4 Inducement Resolution. By Resolution dated December 9, 2010, County Council approved this Agreement and authorized the appropriate County officials to execute this Agreement. To the extent permitted by law, the County shall use its best reasonable efforts to take whatever actions are necessary and appropriate in order to comply with its undertakings in this Agreement.

Section 3.5 Counterparts. This Agreement may be signed in any number or counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were on the same instrument.

Section 3.6 Termination. THE PARTIES UNDERSTAND THAT THE COMPANY MAY CHOOSE NOT TO PROCEED WITH THE PROJECT AS HEREIN PROVIDED, IN WHICH EVENT THIS AGREEMENT SHALL BECOME VOID UPON NOTICE BY THE COMPANY TO THE COUNTY AS TO SUCH CHOICE.

Section 3.7 Assignment. Pursuant to, and, only to the extent permitted by and in accordance with the Act, the Company or a Sponsor may assign a part or all of its rights or obligations under this Agreement to one or more entities organized or designated by the Company or such Sponsor to own or operate the Project or any part thereof and the County hereby agrees and consents to such assignment(s). The County also recognizes and agrees that the Project ownership may be split between two or more entities and the County agrees, if requested by the Company, to allow such entities also as project Sponsors and/or Sponsor Affiliates in any fee agreement with the Company all subject to the terms, provisions, and requirements of the Act, in all regards. All such entities shall be entitled to the full benefits of this Agreement. No other assignments are authorized without the written approval of the County, which approval will not be unreasonably withheld.

Section 3.8 Cooperation. The County agrees, to the extent permitted by law and at the the Company's request and expense, to cooperate with the Company in sustaining the enforceability of this Agreement.

Section 3.9 Other Requirements. The County represents that other than as expressly set forth herein, there are no other requirements the Company must fulfill in order to obtain the incentives described herein.

Section 3.10 Authorization. The County represents that this Agreement has been properly authorized through the adoption of a resolution which identifies the Project and the Company.

Section 3.11 Limitation. All commitments of the County hereunder are subject to all of the provisions of the Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Section 3.12 Enactments. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and compliance by the County with the provisions of the South Carolina Home Rule Act, including the enactment by the County Council of an ordinances authorizing the execution and delivery of the Fee Agreement and Multi-County Park Agreement and approving the terms thereof.

[signatures appear on following pages]

[signature page for Incentive Agreement]

FLORENCE COUNTY, SOUTH CAROLINA

By: _____

K. G. Rusty Smith, Jr.
In His Capacity As
Chairperson, County Council of
Florence County, South Carolina

(SEAL)
ATTEST:

Connie Y. Haselden
In Her Capacity As
Acting Clerk to County Council
Florence County, South Carolina

[other signatures appear on following pages]

DRAFT

[continuation of signature pages for Incentive Agreement]

ICE RECYCLING, LLC, a
South Carolina Limited Liability Corporation

By: _____
_____, Managing Director

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Thursday, December 9, 2010

AGENDA ITEM: Ordinance No. 09-2010/11
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Table VII-Regulation Signs By Type, Characteristics And Zoning Districts And Table VIII-Number, Dimension, And Location Of Permitted Signs By Zoning District; Section 30-205, Temporary Signs On Private Property; And Section 30-311, Definitions, Conflict With Other Laws To Revise The Portable Signs Regulations.] *(Planning Commission approved 9-0: All Council Districts)*

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts.
2. Florence County Council placed a moratorium on the enforcement of portable signs in April 2009 for one year in an effort to further study the existing development standards required by the Zoning Ordinance.
3. The moratorium was extended for an additional year in May 2010.
4. The Committee on Public Service and County Planning met on September 16, 2010 and reported out the ordinance for introduction at the October 21, 2010 Council meeting.
5. Amendments to Section 30-202, Section 30-205, Section 30-311 have been drafted to provide regulations for portable signs.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 09-2010/11
2. Staff report for PC#2009-39
3. Current regulations from Chapter 30-Zoning Ordinance

Sponsor(s) : Planning Commission
 Planning Commission Consideration : January 26, 2010
 Planning Commission Public Hearing : April 27, 2010
 Planning Commission Recommendation : April 27, 2010
 First Reading/Introduction : October 21, 2010
 Committee Referral : September 17, 2009
 Second Reading : November 18, 2010
 Third Reading : December 9, 2010
 Effective Date : July 1, 2011

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

ORDINANCE NO. 09-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Table VII-Regulation Signs By Type, Characteristics And Zoning Districts And Table VIII-Number, Dimension, And Location Of Permitted Signs By Zoning District; Section 30-205, Temporary Signs On Private Property; And Section 30-311, Definitions, Conflict With Other Laws To Revise The Portable Signs Regulations.]

WHEREAS:

1. Florence County Council extended a moratorium on the enforcement of portable signs in May 2010 for one year; and
2. Florence County wishes to reestablish development standards for portable signs to clarify and make more practical the regulations regarding their use; and
3. It is the desire of Council to have rules and regulations established in such a manner as to be as efficient, accurate and customer-service friendly in an ongoing effort to meet the needs of the citizens of Florence County.

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

1. Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Signs on Private Property, Table VII, Regulation of Signs by Type, Characteristics and Zoning Districts and its Notes are amended in its entirety as follows:

[CONTINUED ON NEXT PAGE]

Sec. 30-202. Table VII: Regulation of Signs By Type, Characteristics, and Zoning Districts

Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/ B-6	RU-1	RU-2	INS(3)	UZ(5)
Permanent										
Freestanding										
Billboards(4)	N	N	N	P	N	P	P	N	N	P
Other	P(1)	P(1)	P	P	P	P	P	P(1)	P	P
Directional(6)	N	A	A	A	A	A	A	A	A	P
Building										
Canopy	N	P	P	P	P	P	P	P	N	P
Identification	A	A	A	A	A	A	A	A	A	A
Directional(6)	N	A	A	A	A	A	A	A	A	A
Marquee	N	N	P	P	P	P	P	N	N	P
Projecting	N	N	P	P	P	P	P	N	N	P
Roof	N	N	P	P	P	P	P	N	N	P
Roof, integral	N	N	P	P	P	P	P	N	N	P
Wall	N	P	P	P	P	P	P	P	N	P
Window	N	A	A	A	A	A	A	A	A	A
Temporary(2)										
A-frame	N	N	A	A	A	A	A	N	N	A
Banner	N	N	P	P	P	P	P	N	N	A
Posters	A	A	A	A	A	A	A	A	A	A
Portable(7)	N	N	N	P	N	N	P	P	N	A
Inflatable	N	N	P	P	N	N	P	N	N	A
Pennant	N	N	P	P	N	P	P	N	N	A
Identification	A	A	A	A	A	A	A	A	A	A
Real estate	A	A	A	A	A	A	A	A	A	A
Political	A	A	A	A	A	A	A	A	A	A
Sign characteristics										
Animated	N	N	P	P	P	P	P	N	N	P
Changeable copy	N	A	A	A	A	A	A	A	A	A
Illumination indirect	A	A	A	A	A	A	A	A	A	A
Illumination internal	A	A	A	A	A	A	A	A	A	A
Illumination, exposed bulbs or neon	N	N	N	N	N	N	N	N	N	N
Color, fluorescent(7)	N	N	N	N	N	N	N	N	N	N

Table VII Notes:

- 1) Signs identifying or announcing land subdivisions, residential projects, or agricultural operations, where permitted.
- 2) See section 30-205.
- 3) This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted in residential zoning districts, i.e., churches, schools, parks, etc., and includes historical markers.
- 4) Where permitted by Table VII, billboards may be established only on lots or parcels fronting or within 600 feet of Interstate ROW as defined by Table VIII and U.S. designated highways.
- 5) Unzoned area of county.
- 6) Though allowed w/o prior permitting, must meet the conditional requirements of Table VIII. Directional signs are allowed for conforming, nonresidential uses in residential zones.
- 7) Color, fluorescent – allowed only on portable signs where permitted.

[CONTINUED ON NEXT PAGE]

2. Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Signs on Private Property, Table VIII: Number, Dimension and Location of Permitted Signs by Zoning District and all narrative below Table VIII are hereby amended in their entirety to read as follows:

Sec. 30-202. Table VIII: Number, Dimension, and Location of Permitted Signs, By Zoning District

Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS(B)	UZ(I)
Freestanding										
Number permitted per lot(E)										
Billboards	N	N	N	NA	N	NA	NA	N	N	NA
Other(J)	I(A)	1	1	1	1	1	1	I(A)	1	NA
Per feet of st. frontage										
Billboards(C)	N	N	N	1:1,200	N	1:1,200	1:1,200	N	N	1:1,200
Other	NA	NA	NA	(D)	NA	(D)	(D)	NA	NA	NA
Maximum sign area (s.f.)										
Billboards	NA	NA	NA	(F)	NA	(F)	(F)	NA	NA	NA
Other	20	20	32	3 s.f. for each ft. st. frontage(G)	80	80	32	20	20	(G)
Minimum setback from property line										
Billboards	NA	NA	NA	10'	NA	10'	10'	NA	NA	10'
Other	5'	5'	5'	5'	0'	5'	5'	5'	5'	5'
Maximum height										
	12'	12'	24'	(H)	24'	(H)	(H)	12'	12'	(H)
Building signs										
Number permitted	1	1	2	2	2	2	2	1	1	NA
Maximum sign area (s.f.)	4	12	NA	NA	NA	NA	NA	12	12	NA
Maximum wall area (%)	NA	NA	25%	25%	25%	15%	25%	NA	NA	NA
Temporary signs(2)										
See Section 30-205										

Table VIII Notes: NA - Not applicable N - Not allowed s.f.- Square feet

- A) One-use identification sign, not exceeding 20 s.f. each, is permitted for each entrance of a subdivision, residential project, or agricultural operation.
- B) This column does not represent a zoning district. It applies to institutional and other nonresidential uses permitted under the Zoning Ordinance in a residential zoning district, i.e. churches, schools, parks, etc.
- C) Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.
- D) One per lot or one for each 300 linear feet of street frontage.
- E) Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.
- F) 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.
- G) Not to exceed 3 square feet for 1 foot of street frontage up to a maximum of 160 square feet for a single business on a parcel with changeable copy and/or digital reader board portions as a part of the total sign size not to exceed 50 square

feet. On parcels with multiple businesses, total sign size up to a maximum of 260 square feet with changeable copy and/or reader board portions as a part of the total sign size not to exceed 50 square feet.

- H) Maximum height of billboards shall not exceed 100 feet where located within 600 feet of Interstate Highway as defined above (measured from the average roadway grade level); maximum height of other signs and billboards not on Interstate ROW shall not exceed 40 feet.
- I) Unzoned areas - Billboards must be within 600 feet of business in operation for 12 months, with at least one employee available to public at least 36 hours per week for four days. Business to be equipped with all utilities, including restroom and permanent floor.
- J) Directional signs shall meet the following conditional criteria:
 - 1. The display surface area of directional signs shall not exceed three square feet per sign.
 - 2. A limit of three signs stacked may be utilized and shall not exceed nine square feet total.
 - 3. The height of a directional sign shall not exceed five feet in height measured from the ground up.
 - 4. The sign cannot intrude into the required site triangle.
 - 5. Company colors and/or logo may be used but no commercial message may be displayed.

3. Florence County Code, Chapter 30, Zoning Ordinance, Section 30-205, Temporary Signs On Private Property, Section 30-211 And Section 30-212 are hereby amended in their entirety to read as follows:

Sec. 30-205. Temporary signs on private property.

Sign Type	Display Period	Display Intervals	Dimensions	Conditions
A-frame	daylight hours only	off-hours	12 sq. ft.	A
Banner	30 days	6 months	None	B
Posters	30 days	None	6 sq. ft.	C
Portable	7 months	Any 7 months in a calendar year	60 sq. ft.	D,H,I,J,K
Inflatable	30 days	1 year	None	E
Pennants	30 days	6 months	None	B
Identification	90 days, or project completion	None	200 sq. ft.	F
Real estate	Unlimited	Not applicable	32 sq. ft.	C
Political*	Unlimited	Not Applicable	32 sq. ft.	C/G

- A) A-Frame signs, where located on sidewalks, shall be located in such a manner as not to obstruct pedestrian movement.
- B) Banners and pennants shall be properly secured and maintained at all times, and shall not interfere with pedestrian or vehicular movement.
- C) Posters shall not be allowed on any telephone or power poles or any public right-of-way, and shall be placed no closer than five feet from a street or curb.
- D) Portable signs shall be limited to one per business establishment, in the instance where you have more than one business establishment per parcel, multiple signs may be allowed up to one per business establishment but must maintain a 100-ft spacing between signs along the frontage, signs shall have no colored or flashing lights, shall not be wired so as to obstruct or hinder pedestrian or vehicular traffic or pose any potential for such hindrance (i.e. exposed drop cord), shall not exceed eight feet in height, shall be anchored in accord with the building code.
- E) Inflatable signs shall be properly anchored and shall not interfere with airport traffic.
- F) Temporary subdivision and work under construction identification signs shall adhere to the development standards of section 30-207.
- G) Political signs shall be removed within seven days after the election.
- H) Public agencies, tax exempt organizations and 501c3 organizations may display a portable sign for special events with no permit and no fees provided they comply with the remainder of the rules established for portable signs.
- I) The County Administrator may grant exceptions as necessary in 90-day increments for natural disasters (hurricane, tornado, flood, fire, etc.) or individual events (wind, fire, etc.) that have caused the destruction of a permanent sign.
- J) New businesses or businesses that have a new physical location shall be allowed to have a portable sign for up to 12 consecutive months from date that such business becomes open to the public.
- K) Portable signs in unzoned areas may be displayed 12 months out of the year.

4. Florence County Code, Chapter 30, Zoning Ordinance, Article X, Definitions, Section 30-311, is hereby amended to add the following terms:

Sec. 30-311. Definitions.

Sign, Portable – sign or signs which are capable of being moved from one location to another for the purpose of advertisement or announcement for business or other purposes. The term “portable sign” includes, but is not limited to, signs mounted on trailers and signs mounted on frames placed on the surface of any lot which are not permanently attached to the ground.

Sign, Real Estate – sign or signs indicating that a property or any portion thereof is available for inspection, sale, lease, rent, or directing people to a property, but not including temporary subdivision signs.

Color, Fluorescent – highly reflective color or colors with pigments that serve to intensify brightness. Colors which are considered exceptionally bright, reflective, neon, and/or luminescent. These include bright yellow, bright orange, bright pink, and bright green.

5. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
6. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden, Council Clerk

Approved as to Form and Content

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
JANUARY 26, 2010
PC#2009-39
ORDINANCE NO. 09-2010/11**

SUBJECT: Request for text amendment to the Florence County Code, Chapter 30. Zoning Ordinance, Section 30-205. Temporary Signs on Private Property, Section 30-211 and Section 30-212 for portable signs.

APPLICANT: Florence County Public Services and Planning Committee

PORTABLE SIGN POLICY COMMITTEE REPORT:

A committee to review portable signs was formed by Planning Commission on December 22, 2009 to address the portable sign elements of the current county sign regulations. The committee was tasked with incorporating the information gathered in the preceding meetings and public input into an ordinance amendment that would address the concerns of the County Council and members of the community about portable signs. This body met on January 7, 2010, at the County Planning Department. Attending were County Planning Commissioners: Chairman Peter Knoller, Bill Lockhart, and Jody Lane as well as staff members Kevin Griffin, Tripp Ward, Scott Park. City of Florence Planning Commission Chairman Glynn Willis and City of Florence staff member Liz Shaw were also in attendance.

The general consensus of the committee was that adjustments were needed in the current portable sign regulations to make them more viable for the current needs of local businesses. The discussion was focused on review of current and proposed ordinances as well as public input from businesses and citizens. The goal of the committee was to reach a consensus on enforcement, timeframe, spacing, size, colors, setbacks, and permitting for portable signs to provide to the full Planning Commission in order to create an amendment to better serve the public on portable sign regulations.

After each item was reviewed fully, the committee came to the following recommendations:

Timeframe: Portable signs should be erected for no more than 30 days out of every quarter with at least 2 months between postings. Special events for non-profit and not-for-profit entities should be exempt from this requirement.

Spacing: Spacing between signs should be one per parcel; large parcels with multiple businesses a minimum distance of 100 feet must be maintained.

Size: Maintain maximum at 32 sq.ft.

Colors: The committee suggested having no restrictions on colors.

Setbacks: Retain current setbacks as defined in section 30-202 Table VIII for zoned areas and Section 30-111 for Unzoned areas.

Permitting: Provide a visible marker or sticker on the posted sign. Make permit fee annual with planned display intervals clearly outlined by the applicant on the permit. If possible make the sign company responsible for permitting, liable for signage and subject to fines. Determine if this is feasible.

Real Estate: Make it clear within the ordinance that real estate signs are allowed and are separate from portable signs or posters.

Items for Further Discussion:

Highway Corridors

The committee discussed controlling signage in major highway corridors with suggestion that this proposal be deferred to a later date for more in depth study. Zoning overlay districts were discussed as a method to create uniform portable sign regulations along highway corridors that have different levels of zoning or increased need for uniformity. How do we best address them? Zoning Overlay district? Performance standards for primary highways? Other ideas?

Unzoned Areas

The current code has few restrictions on signs in the Unzoned areas. Should sign regulations be enacted in Unzoned districts or should these areas remain without further restrictions to portable signs? Should problem areas in the Unzoned districts be addressed in a zoning overlay district or performance standards for major highway corridors?

ACTION ITEMS FOR PLANNING COMMISSION ON JANUARY 26, 2010:

Approval or disapproval by the Planning Commission of the committee recommendations on timeframe, spacing, size, colors, setbacks, permitting, and real estate signs.

Path forward on major highway corridors and Unzoned areas.

Action of Committee for Public Services and County Planning-Meeting of September 16, 2010:

The Committee met on September 16, 2010 to discuss revisions to the portable sign ordinance with specific references to Section 30-202, Tables VII and VIII, Section 30-205 and 30-311. Definitions.

The Committee reported out of the meeting an ordinance for introduction to appear before Florence County Council on October 21, 2010.

Sec. 30-202. - Signs on private property.

Signs shall be allowed on private property in accord with Table VII. If the letter "A" appears for a sign type in a column, such sign is allowed without prior permit approval in the zoning district represented by that column. If the letter "P" appears for a sign type in a column, such sign is allowed only with prior permit approval in the zoning district represented by that column. If the letter "N" appears for a sign type in a column, such a sign is not allowed in the zoning district represented by that column under any circumstances.

Although permitted under the previous paragraph, a sign designated by an "A" in Table VII shall be allowed only in compliance with the conditional requirements of Table VIII.

Table VII Regulation of Signs By Type, Characteristics, and Zoning Districts

Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS(3)	UZ(5)
Permanent										
Freestanding										
Billboards(4)	N	N	N	P	N	P	P	N	N	P
Other	P(1)	P(1)	P	P	P	P	P	P(1)	P	NA
Directional(6)	N	A	A	A	A	A	A	A	A	NA
Building										
Canopy	N	P	P	P	P	P	P	P	N	NA
Identification	A	A	A	A	A	A	A	A	A	NA
Directional(6)	N	A	A	A	A	A	A	A	A	NA
Marquee	N	N	P	P	P	P	P	N	N	NA
Projecting	N	N	P	P	P	P	P	N	N	NA
Roof	N	N	P	P	P	P	P	N	N	NA
Roof, integral	N	N	P	P	P	P	P	N	N	NA
Wall	N	P	P	P	P	P	P	P	N	NA
Window	N	A	A	A	A	A	A	A	A	NA
Temporary(2)										
A-frame	N	N	A	A	A	A	A	N	N	NA
Banner	N	N	P	P	P	P	P	N	N	NA
Posters	A	A	A	A	A	A	A	A	A	NA
Portable	N	N	N	P	N	N	P	P	N	NA
Inflatable	N	N	P	P	N	N	P	N	N	NA
Pennant	N	N	P	P	N	P	P	N	N	NA
Identification	A	A	A	A	A	A	A	A	A	NA
Sign characteristics										
Animated	N	N	P	P	P	P	P	N	N	NA
Changeable copy	N	A	A	A	A	A	A	A	A	NA
Illumination indirect	A	A	A	A	A	A	A	A	A	NA
Illumination internal	A	A	A	A	A	A	A	A	A	NA
Illumination, exposed bulbs or neon	N	N	N	N	N	N	N	N	N	NA

1. Signs identifying or announcing land subdivisions, residential projects, or agricultural operations, where permitted.

2. See section 30-205.

3. This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted in residential zoning districts, i.e., churches, schools, parks, etc., and includes historical markers.

4. Where permitted by Table VII, billboards may be established only on lots or parcels fronting or within 600 feet of Interstate ROW as defined by Table VIII and U.S. designated highways.

5. Unzoned area of county.

6. Though allowed w/o prior permitting, must meet the conditional requirements of Table VIII. Directional signs are allowed for conforming, nonresidential uses in residential zones.

NA - Regulation not applicable in unzoned area of county.

Table VIII Number, Dimension, and Location of Permitted Signs, By Zoning District

Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS(B)	UZ(1)
Freestanding										
Number permitted per lot(E)										
Billboards	N	N	N	NA	N	NA	NA	N	N	NA
Other(J)	1(A)	1	1	1	1	1	1	1(A)	1	NA
Per feet of st. frontage										
Billboards(C)	N	N	N	1:1,200	N	1:1,200	1:1,200	N	N	1:1,200
Other	NA	NA	NA	(D)	NA	(D)	(D)	NA	NA	NA
Maximum sign area (s.f.)										
Billboards	NA	NA	NA	(F)	NA	(F)	(F)	NA	NA	NA
Other	20	20	32	3 s.f. for each ft. st. frontage(G)	80	80	32	20	20	NA
Minimum setback from property line										
Billboards	NA	NA	NA	10'	NA	10'	10'	NA	NA	10'
Other	5'	5'	5'	5'	0'	5'	5'	5'	5'	NA
Maximum height	12'	12'	24'	(H)	24'	(H)	(H)	12'	12'	(H)
Building signs(J)										
Number permitted	1	1	2	2	2	2	2	1	1	NA
Maximum sign area (s.f.)	4	12	NA	NA	NA	NA	NA	12	12	NA
Maximum wall area (%)	NA	NA	25%	25%	25%	15%	25%	NA	NA	NA
Temporary signs(2)	See section 30-205									

Table Notes: NA = Not applicable

N= Not allowed

s.f. = Square feet

A. One-use identification sign, not exceeding 20 s.f. each, is permitted for each entrance of a subdivision, residential project, or agricultural operation.

B. This column does not represent a zoning district. It applies to institutional and other nonresidential uses permitted under the Zoning Ordinance in a residential zoning district, i.e. churches, schools, parks, etc.

C. Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.

- D. One per lot or one for each 300 linear feet of street frontage.
- E. Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.
- F. 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.
- G. Not to exceed 160 square feet.
- H. Maximum height of billboards shall not exceed 100 feet where located within 600 feet of Interstate Highway as defined above (measured from the average roadway grade level); maximum height of other signs and billboards not on Interstate ROW shall not exceed 40 feet.
- I. Unzoned areas - Billboards must be within 600 feet of business in operation for 12 months, with at least one employee available to public at least 36 hours per week for four days. Business to be equipped with all utilities, including restroom and permanent floor.
- J. Directional signs shall meet the following conditional criteria:
1. The display surface area of directional signs shall not exceed three square feet per sign.
 2. A limit of three signs stacked may be utilized and shall not exceed nine square feet total.
 3. The height of a directional sign shall not exceed five feet in height measured from the ground up.
 4. The sign cannot intrude into the required site triangle.
 5. Company colors and/or logo may be used but no commercial message may be displayed.

Sec. 30-205. - Temporary signs on private property.

Sign Type	Display Period	Display Intervals	Dimensions	Conditions
A-frame	daylight hours only	off-hours	12 sq. ft.	A
Banner	30 days	6 months	None	B
Posters	30 days	None	6 sq. ft.	C
Portable	30 days	11 Months	32 sq. ft.	D
Inflatable	30 days	1 year	None	E
Pennants	30 days	6 months	None	B
Identification	90 days, or project completion	None	200 sq. ft.	F
Political*	Unlimited	Not Applicable	32 sq. ft.	C/G

A. A-Frame signs, where located on sidewalks, shall be located in such a manner as not to obstruct pedestrian movement.

B. Banners and pennants shall be properly secured and maintained at all times, and shall not interfere with pedestrian or vehicular movement.

C. Posters shall not be allowed on any telephone or power poles or any public right-of-way, and shall be placed no closer than five feet from a street or curb.

D. Portable signs shall be limited to one per establishment, shall have no colored or flashing lights, shall not be wired so as to obstruct or hinder pedestrian or vehicular traffic or pose any potential for such hindrance (i.e. exposed drop cord), shall not exceed six feet in height, shall be anchored in accord with the building code, and shall not be converted to a permanent sign.

E. Inflatable signs shall be properly anchored and shall not interfere with airport traffic.

F. Temporary subdivision and work under construction identification signs shall adhere to the development standards of section 30-207.

G. Political signs shall be removed within seven days after the election.

Sec. 30-311. - Definitions.

Sign, portable. A sign designed to be transported, but not limited by means of wheels.

FLORENCE COUNTY COUNCIL MEETING
Thursday, December 9, 2010

AGENDA ITEM: Ordinance No. 10-2010/11
Third Reading

DEPARTMENT: Planning and Building Inspections

Paulie D. McDaniel

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By William Michael Nexsen Located At 1217 Pheasant Rd., Florence County From R-3, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 286 Consisting Of Approx. 1.02 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 zoned R-3, Single-Family Residential District.
3. The property is currently occupied by a single-wide mobile home not set up permanently on the property.
4. The property is surrounded by mobile/ manufactured homes and vacant land.
5. The applicant wishes to develop site for a mobile/ manufactured home.
6. The applicant's request to rezone this property to RU-1 is in compliance with the Comprehensive Plan Land Use Map.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

1. Ordinance No. 10-2010/11
2. Staff report for PC#2010-13
3. Location map
4. Comprehensive Land Use Plan map
5. Zoning map
6. Aerial photograph
7. Site plat

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: Sept. 28, 2010	Council Clerk, certify that this
Planning Commission Public Hearing	: Sept. 28, 2010	Ordinance was advertised for
Planning Commission Recommendation	: Sept. 28, 2010 [Approved 9-0]	Public Hearing on _____
First Reading/Introduction	: Oct. 21, 2010	
Committee Referral	: N/A	
Second Reading	: Nov. 18, 2010	
Third Reading	: Dec. 9, 2010	
Effective Date	: Immediately	

ORDINANCE NO. 10-2010/11

[An Ordinance To Rezone Property Owned By William Michael Nexsen Located At 1217 Pheasant Rd., Florence County From R-3, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 286 Consisting Of Approx. 1.02 Acres.]

WHEREAS:

1. Section 30-291 of the Florence County Code establishes that Florence County Council must be satisfied that applications for amendments to the Zoning Atlas of Florence County are not injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. Section 30-297 of the Florence County Code republished January 2008, provides a procedure for amending the official Zoning Map of the County of Florence; and
3. The procedure has been followed by the Florence County Planning Commission at a public hearing on September 28, 2010.

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

1. Property located at 1217 Pheasant Road bearing Tax Map 00127, Block 01, Parcel 286 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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
September 28, 2010
PC#2010-13
ORDINANCE NO. 10-2010/11**

Subject: Rezoning request from R-3, Single-Family Residential District to RU-1, Rural Community District

Location: Property is located at 1217 Pheasant Road, Florence County

Tax Map Number: 00127, Block 01, Portion of Parcel 054

Council District(s): 5; County Council

Owner of Record: William Michael Nexsen

Applicant: Stephanie Fancote

Land Area: 1.02 acres

Waterways/ Bodies of Water: None

Flood Zone: N/A

Water and Sewer Availability: Provided by the City of Florence. No public sewer at this time.

Transportation Access and Circulation:

Present access to the property is by way of Pheasant Road and Whippoorwill Road.

Existing Land Use and Zoning:

The subject property is currently vacant and zoned R-3, Single-Family Residential District.

Proposed Land Use and Zoning:

The applicant has indicated that the proposed land use for the site will consist of a mobile/ manufactured home. The applicant is proposing to rezone the subject property to RU-1, Rural Community District.

Surrounding Land Use and Zoning:

Surrounding land uses in the subject area include a mixture of single-family residential uses, mobile/manufactured homes and vacant land. Properties to the north and south are currently vacant and zoned R-3 Single-Family Residential District. Properties to the west and east are occupied by mobile/ manufactured homes and zoned R-3 Single-Family Residential District.

Florence County Comprehensive Plan:

The subject property is located in a Rural Preservation area according to the Comprehensive Plan Land Use Map. While the applicant has requested to rezone this property from R-3 to RU-1, this request does comply with the Comprehensive Plan.

The Rural Preservation (RUP) provides 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:

The intent of the RU-1, Rural Community 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.

Staff Analysis:

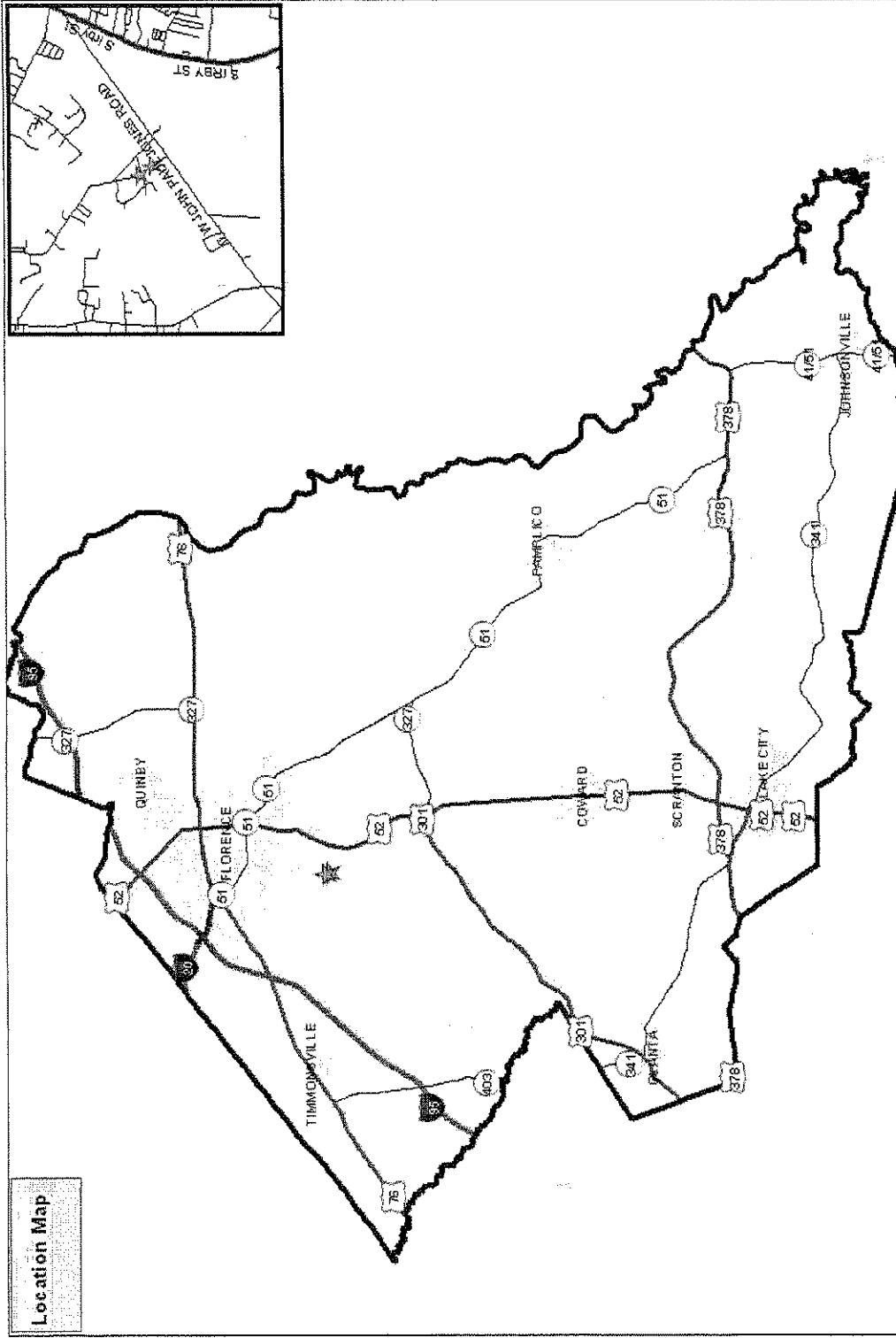
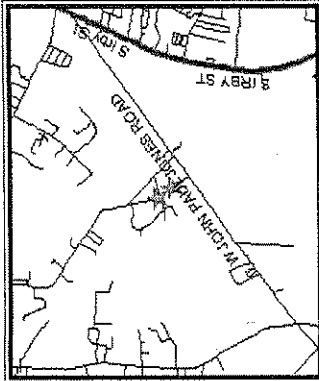
The applicant is requesting to change the zoning of the property from R-3, Single-Family Residential District to RU-1, Rural Community District. When the application was submitted, parcel 286 had not been subdivided out of parcel 054. Presently, the recently created parcel 286 is requesting to be rezoned to RU-1.

Florence County Planning Commission Action: September 28, 2010

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

Florence County Planning Commission Recommendation:

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

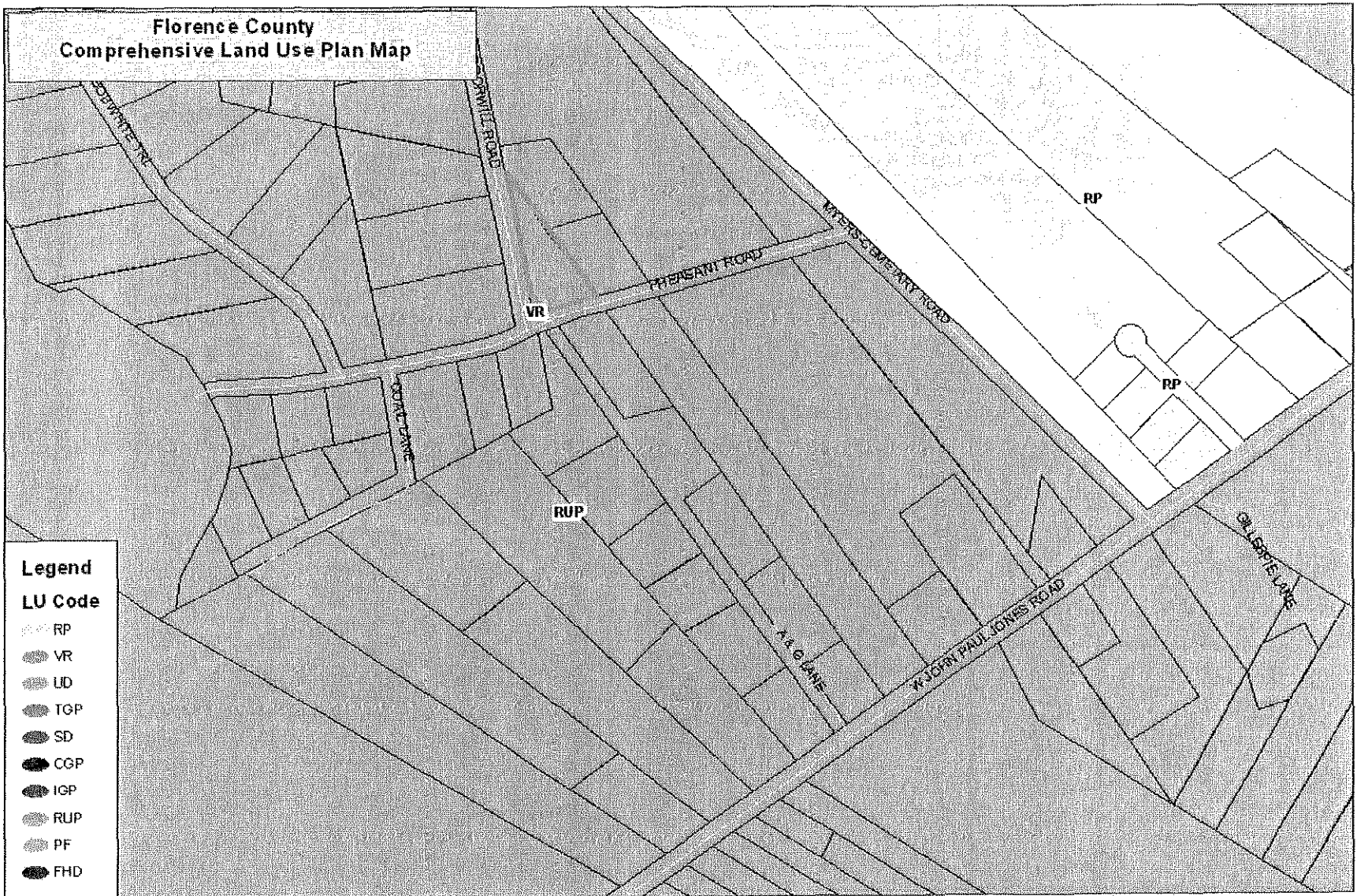


Location Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspection's Department
Geographic Information Systems
09/03/2010

COUNTY COUNCIL DISTRICT(S): 5
PC#2010-13



0 185 370 740 Feet

Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 09/03/2010



COUNTY COUNCIL DISTRICT(S): 5
PC#2010-13

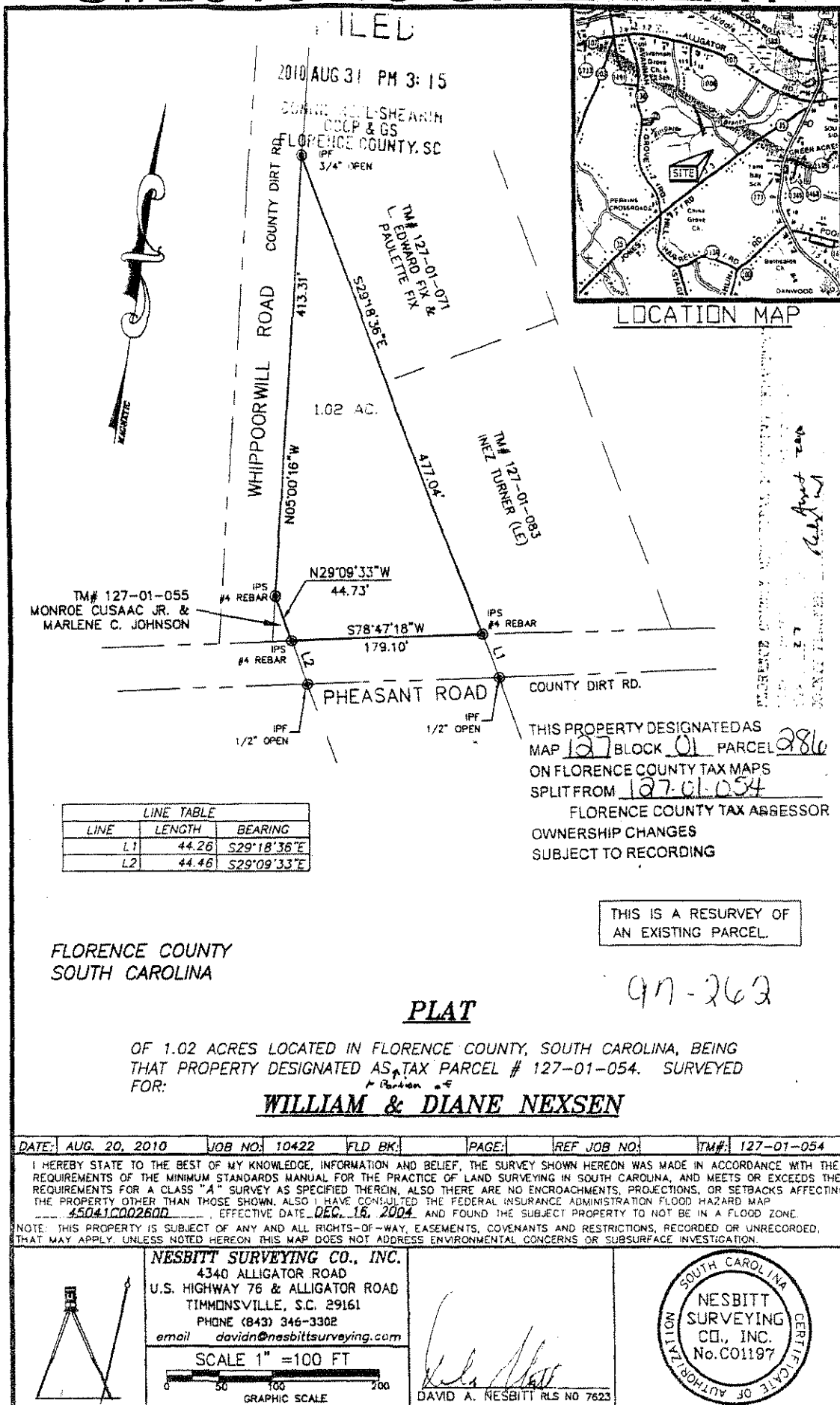


Florence County 2008 Orthophotography Map

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
09/03/2010



COUNTY COUNCIL DISTRICT(S): 5
PC#2010-13



FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Third Reading - Ordinance No. 11-2010/11

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:

The proposed Fee Agreement is to be in substantially the form attached.

OPTIONS:

1. *(Recommended)* Third Reading of Ordinance No. 11-2010/11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 11-2010/11.

Sponsor(s) : Economic Development
 First Reading/Introduction : October 21, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : November 18, 2010
 Second Reading : November 18, 2010
 Third Reading : December 9, 2010
 Effective Date : Immediately

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

ORDINANCE NO. 11-2010/11

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. 04-2010/11 dated as of November 18, 2010, 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 \$2,500,000 and in the creation of at least 50 new full-time jobs within two 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
D. Malloy McEachin, County Attorney

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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 4.7 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.9 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 4.7 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 4.8(c) or Section 4.9(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 371.7 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 4.3(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 4.3 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 4.3 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 371.7 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 Special Source Revenue Credits.

(a) Commencing at the Company's option, the County hereby promises to provide the Company a credit equal to 25% of the Florence Fee Payments, for a period of 10 years. THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FLORENCE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

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

Section 4.3 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 4.4 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 4.5 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 4.6 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 4.7 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 4.8 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 4.9 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 4.10 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 4.11 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 4.12 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 4.5, 4.7, 4.8, 4.9, 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 4.13 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.

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

FLORENCE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

WELLMAN PLASTICS RECYCLING

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

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

EXHIBIT A

FLORENCE COUNTY PROPERTY DESCRIPTION

<u>Tax Notice Name/Description</u>	<u>Map Block Parcel</u>	<u>Property Identification</u>	<u>Tract Acres</u>
60108-14-000	439-05-001	Original Plant Site	192.06
60108-14-000 includes the following additional parcels:			
Lynch River Boundaries	439-05-002	Poston Tract	51.21
Lynch River Boundaries	440-05-013	McPhater Tract	76.08
Complex D Buildings, B Warehouses and Perimeter Guard Road.	440-05-014	Perimeter Road	144.50
MRO Facility	440-05-080	Material Recovery Areas	18.50
Energy Plant Facilities	440-05-001	Energy Plant Facilities	8.87
PET Expansion Facilities	440-05-082	PET Recoveries	42.03
Wellman - Off Highway #51	432-05-033	Off State Highway #51	22.00
Wellman Heights parcels:			
Railroad Track Area (Adjacent)	431-05-003	Railroad Track Area (Adjacent)	14.00
Safety Building Area	431-05-007	Safety Building Area	1.50
Resource Center Building Area	431-05-008	Resource Center Building Area	1.50
Purchasing Building Area	431-05-009	Purchasing Building Area	1.50
Raw Material Procurement Area	431-05-010	Raw Material Procurement Area	2.00
Joy's House and Lot	431-05-011	Joy's House and Lot	3.70
Matthew House and Lot	431-05-012	Matthew House and Lot	1.00
Common Area - Wellman Heights	431-05-009	Common Area - Wellman Heights	
		Total Acres	<u>569.04</u>

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Second Reading - Ordinance No. 12-2010/11

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 Project Ice **(ICE Recycling, LLC)**, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

OPTIONS:

1. ***(Recommended)*** Approve Second Reading of Ordinance No. 12-2010/11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 12-2010/11.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 18, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : December 9, 2010
 Second Reading : December 9, 2010
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 12-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project Ice (ICE Recycling, LLC), 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 "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. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 05-2010/11 dated as of December 9, 2010, authorizing an inducement agreement (the "Inducement Agreement") for the benefit of ICE Recycling, LLC, a South Carolina limited liability corporation (the "Company") 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
3. The County is authorized and empowered, pursuant to Title 4, Chapter 1, of the Code of Laws of South Carolina 1976, as amended, to include property upon which a project is located in a multi-county park, with the appropriate consents and approvals of a partnering county, and by separate ordinance, the County has taken action by separate ordinance to place the Project in a multi-county park in cooperation with Williamsburg County; and
4. The Project is anticipated to result in a taxable investment of approximately \$4,350,000 and in the creation of approximately 50 new jobs within five years the Project is placed in service, 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 the Company that the Project is a "project" as defined in the Act and that portions of the Project are 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 (the "Fee Agreement") with the Company whereby the County would provide therein for a payment of fee in lieu of taxes by the Company with respect to the Project pursuant to the Act; and
7. The Company 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 Act and will constitute "economic development property" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The terms and provision of the Inducement Agreement are hereby ratified and approved and incorporated herein and made a part hereof;
- (c) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;
- (d) The Project will rise to no pecuniary liability of the county or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The inducement of the location of the Project within the County and the State is of paramount importance;
- (f) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the benefits of the Project are greater than the costs; and
- (g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to

be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company 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:

SIGNED:

Connie Y. Haselden, Council Clerk

K.G. Rusty Smith, Jr., Chairman

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

FEE AGREEMENT
BETWEEN
FLORENCE COUNTY, SOUTH CAROLINA
AND
ICE RECYCLING, LLC
DATED
AS OF
JANUARY __, 2011

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of January __, 2011, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and ICE Recycling, LLC, a South Carolina limited liability corporation, (the "Company").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee agreement with companies meeting the requirements of such Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

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

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, pursuant to a Resolution authorizing an incentive agreement adopted on December 9, 2010 (the "Resolution"), the County committed to enter into this Fee Agreement with the Company, which shall provide for payment of fees-in-lieu-of-taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on January __, 2011 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company which identifies property within the Project as economic development property under the Act subject to the terms and conditions hereof;

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

ARTICLE I WAIVER OF RECAPITULATION; DEFINITIONS

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

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

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

SECTION 1.3. *Definitions.*

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

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

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

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

"Commencement Date" means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

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

"County Council" means the County Council of the County.

"County" means Florence County, South Carolina, and its successors and assigns.

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

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

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

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

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

"Fee Agreement" means this Fee Agreement dated January __, 2011, between the County and the Company.

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

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

"Incentive Agreement" means the Incentive Agreement between the County and the Company effective December 9, 2010.

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

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

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

"Ordinance" means the Ordinance adopted by the County on January __, 2011, authorizing this Fee Agreement.

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

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

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

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

"Resolution" means the Resolution of the County Council authorizing the Incentive Agreement adopted on December 9, 2011.

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

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

"State" means the State of South Carolina.

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

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

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

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

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of South Carolina and is qualified to do business in South Carolina. The Company has full corporate power to execute the Documents to which they are a party and to fulfill their obligations described in the Documents and, by proper corporate action, have authorized the execution and delivery of the Documents to which they are a party.

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

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

an unfavorable decision, ruling, or finding would materially adversely affect the Company or the consummation of the transactions described in the Documents.

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

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

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

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

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

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

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

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

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or a portion of the Project as set forth in Article X.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for business purposes.

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

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

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The Parties acknowledge that under the South Carolina Constitution and pursuant to the Act, the Project is exempt from *ad valorem* property taxes. However, the Company and any Sponsors shall be required to make Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. There may be property, real or personal, including improvements, that do not qualify as Economic Development Property and thus are not part of the Project, but due to the location of such property within the Multi-County Industrial Park, such property is exempt from *ad valorem* property taxes. The Parties acknowledge that such property is not part of the Project, but that fees as provided for in the MCIP Provision will be paid on such property separate and distinct from the Project and that such fees, payment of same, and/or any penalties or default as to such fees shall not affect this Fee Agreement.

In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project (including, to the extent applicable, on behalf of any other Sponsors), said payments being due in the manner and payable and subject to penalty assessments prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such Project, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which this Fee Agreement is executed (which the parties understand to be 443.4 mills in effect on June 30, 2010). Subject in all events to the provisions of the Act, the fair market value estimate will be as follows:

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

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

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

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

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

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

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty, or by virtue of the exercise or threat of the power of condemnation or eminent domain, shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section

9.2(c), Section 5.1(d), and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2, subject, however, at all times to the provision of Section 9.2(c) regarding the maintenance of the minimum investment required by the Act.

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

SECTION 5.3. Fee Term. With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

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

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

ARTICLE VII EFFECTIVE DATE

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

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques, and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets, or techniques, including, but not limited to, disclosures of financial, sales, or other confidential information concerning the Company's operations, would 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. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the 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. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the 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 or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Assignment.* With the County's written consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such approval is not required in connection with financing related transfers, transfers to affiliates and/or subsidiaries of the Company, or any other transfers not requiring consent of the County under the Act. No assignment, transfer, or sublease shall affect or reduce any of the obligations of the Company hereunder, which shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, except that the Company shall be released from its/their obligations hereunder upon the written consent of, and release by the County, which shall not be unreasonably withheld. The Company shall give the

County prior written notice of any such proposed assignment, transfer, or sublease and provide the County a copy of any such sublease, assignment, or transfer. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

(d) If a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive), or if any trustee, receiver, or liquidator of the Company or of all or any substantial

part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive).

SECTION 9.2. Remedies on Default by the Company; Failure to Maintain Minimum Investment Required by the Act.

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

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

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

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

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

SECTION 9.4. *No Remedy Exclusive.* Except as expressly otherwise provided herein, no remedy herein conferred upon or reserved to the County or the Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 9.5. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant, or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other Party/Parties to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

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

ARTICLE X COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including, without limitation, any time during which there may be subsisting an Event of Default), and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for all fees under the MCIP Provisions if the Project remains within a Multi-County Industrial Park, or *ad valorem* property taxes if the Project is not within a Multi-County Industrial Park, on the Project or such portion thereof, prospectively only.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. *Leased Equipment.* The Parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, subject, at all times, to the requirements of such applicable law. The Parties hereto

further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

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

If to the Company:

ICE Recycling, LLC
Butch Crawford
2321 Laurens Circle
Florence, S.C. 29501

With a copy to:

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

If to the County:

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, and ICE RECYCLING, LLC, pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

FLORENCE COUNTY, SOUTH CAROLINA

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

ATTEST:

Clerk to County Council

ICE RECYCLING, LLC

By: _____

Its: _____

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Ordinance No. 13-2010/11 – Request Move Item To Inactive Agenda

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Move Ordinance No. 13-2010/11 to Inactive Agenda.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 13-2010/11 Title.

Sponsor(s) : Economic Development
First Reading/Introduction : November 18, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing :
Second Reading :
Third Reading :
Effective Date : Immediately

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

ORDINANCE NO. 13-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.)

DRAFT

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Second Reading - Ordinance No. 14-2010/11

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park, Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 14-2010/11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 14-2010/11.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 18, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : December 9, 2010
 Second Reading : December 9, 2010
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 14-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park, Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.)

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 (collectively the "MCIP Provisions"); and
2. The County and Williamsburg County entered into that certain Agreement for Development for Joint County Industrial Park (the "Park") dated as of December 1, 1998, (the "Agreement"); and
3. The County and Williamsburg County entered into that certain Second Amendment to Agreement for Development for Joint County Industrial Park dated as of June 19, 2008, (the "Second Amended Agreement") whereby the boundaries of the Park were enlarged to include property described on Exhibit A-2 to the Second Amended Agreement (the "Heinz Property"); and
4. The MCIP Provisions provide that all property within the Park shall be exempt from *ad valorem* taxation and that fee payments shall be made instead of tax payments on such property (the "Park Fee"), and Section 4-1-175 of the Code provides that the County may provide a special source revenue credit against such fee payments; and
5. The County entered into a Fee Agreement with H. J. Heinz Finance Company and BNP Paribas Leasing Corporation dated as of June 19, 2008, wherein the County agreed to a fee in lieu of taxes pursuant to Title 12, Chapter 44 of the Code, (the "Fee Agreement") instead of the payment of a Park Fee; and

6. Title 12, Chapter 44 of the Code provides that the fee payments under the Fee Agreement do not commence as to personal property until such property is placed in service, and that H. J. Heinz Co, Inc., ("Heinz") has located certain personal property on the Heinz Property, but such personal property has not yet been placed in service; and
7. The Fee Agreement contemplates and intends that all fee payments to the County for the first twenty years shall be made under the Fee Agreement, however, the location of the property requires a fee payment prior to the property being placed into service; and
8. Heinz has agreed that all fee payments prior to the payments contemplated under the Fee Agreement shall not effect the depreciation schedule for the twenty year fee-in-lieu, and that all payments under the Fee Agreement shall commence as originally scheduled once the property is placed in service; and
9. The County and Williamsburg County desire to amend the Agreement to provide for the payment of a Park Fee with a special source revenue credit against such fee payment in order to effect the original intent of the economic incentives provided Heinz for location of a manufacturing facility in Florence County.

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

1. The Agreement is hereby amended to provide for a Park Fee by Heinz until such time as the personal property fees under the Fee Agreement commence and to provide a special source revenue credit against such Park Fee in its entirety.
2. The Chairman of the Florence County Council is hereby authorized to execute and deliver on behalf of Florence County the Sixth Amendment to Agreement for Development of Joint County Industrial Park in substantially the form attached hereto as Exhibit A.
3. This Ordinance shall be effective immediately upon adoption.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content
D. Malloy McEachin, Jr., County Attorney

COUNCIL VOTE:
OPPOSED:
ABSENT:

SIXTH AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

This Sixth 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 (collectively the "MCIP Provisions"); 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, The Counties entered into that certain Second Amendment to Agreement for Development for Joint County Industrial Park dated as of June 19, 2008, (the "Second Amended Agreement") whereby the boundaries of the Park were enlarged to include property described on Exhibit A-2 to the Second Amended Agreement (the "Heinz Property"); and

WHEREAS, The MCIP Provisions provide that all property within the Park shall be exempt from *ad valorem* taxation and that fee payments shall be made instead of tax payments on such property (the "Park Fee"), and Section 4-1-175 of the Code provides that the County may provide a special source revenue credit against such fee payments; and

WHEREAS, The County entered into a Fee Agreement with H. J. Heinz Finance Company and BNP Paribas Leasing Corporation dated as of June 19, 2008, wherein the County agreed to a fee in lieu of taxes pursuant to Title 12, Chapter 44 of the Code, (the "Fee Agreement") instead of the payment of a Park Fee; and

WHEREAS, Title 12, Chapter 44 of the Code provides that the fee payments under the Fee Agreement do not commence as to personal property until such property is placed in service, and that H. J. Heinz Co, Inc., or its subsidiaries or financiers as may appear as signatories to the Fee Agreement, to include but not be limited to H. J. Heinz Finance Company and BNP Paribas Leasing Corporation (collectively "Heinz") has located certain personal property on the Heinz Property, but such personal property has not yet been placed in service; and

WHEREAS, The Fee Agreement contemplates and intends that all fee payments to the County for the first twenty years shall be made under the Fee Agreement, however, the location of the property requires a fee payment prior to the property being placed into service; and

WHEREAS, Heinz has agreed that all fee payments prior to the payments contemplated under the Fee Agreement shall not effect the depreciation schedule for the twenty year fee-in-lieu, and that all payments under the Fee Agreement shall commence as originally scheduled once the property is placed in service; and

WHEREAS, The County and Williamsburg County desire to amend the Agreement to provide for the payment of a Park Fee with a special source revenue credit against such fee payment in order to effect the original intent of the economic incentives provided Heinz for location of a manufacturing facility in Florence County.

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. The Agreement is hereby amended to provide that Heinz shall pay a Park Fee on the personal property that is located in Florence County, but not yet placed in service, and that qualifies as economic development property under the Fee Agreement, in an amount equivalent to the property taxes that would have been due and payable except for the exemption, all as provided in the MCIP Provisions, only until such time as said property is placed in service, at which time, pursuant to the Fee Agreement and the applicable statutory authority as codified in Title 12, Chapter 44 of the Code, said property will be assessed the fee-in-lieu-of-taxes beginning with year one of the twenty-year fee payment pursuant to the schedule as provided in said Fee Agreement; and that no depreciation will be taken during the period in which the fee under this Sixth Amendment to the Agreement is paid, such that year-one of the fee payment under the Fee Agreement shall be the beginning of any depreciation schedule.

Section 2. The Counties herein agree during such period as the Park Fee is paid as provided for in Section 1 of this Sixth Amendment to the Agreement, that Heinz is entitled to apply and/or receive a one hundred percent (100%) credit against such fee payments (the "Credit"), or in lieu of such Credit, receive a corresponding payment from the Counties (the "Payment") (collectively, the "SSRC"), pursuant to Section 4-1-175 of the Code. The SSRC may apply to any costs as allowed, or provided for, in Section 4-29-68(A)(2) of the Code (the "Costs"). The Costs may be incurred at any time from the first acquisition of real property, improved or unimproved, or personal property that qualifies as Economic Development Property as defined in Section 12-44-30 of the Code, and qualifies for application of the SSRC as defined in Section 4-29-68(A)(2) of the Code.

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 Sixth Amendment to Agreement for Development for Joint County Industrial Park to be effective as of _____, 2010.

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

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Council Is Requested To Consider Approval Of The Schedule Of County Council Meeting Dates For 2011 As Well As The Official County Holidays For 2011.

ATTACHMENTS:

Copy of proposed Schedule of "County Council Meeting Dates for 2011" and "Official County Holidays for 2011."

COUNTY COUNCIL MEETING DATES FOR 2011

<u>MEETING DATES/TIMES</u>	<u>SCAC & NACo MEETING DATES and OTHER INFORMATION</u>	<u>AGENDA ITEMS DUE [CUTOFF DATES]</u>
JANUARY 20 / 9:00 A.M.		JANUARY 7
FEBRUARY 17 / 9:00 A.M.	SCAC – MID-YEAR CONFERENCE, COLUMBIA, SC FEB 23-24, 2011	FEBRUARY 4
MARCH 17 / 9:00 A.M.	NACo – LEGISLATIVE CONFERENCE WASHINGTON, DC MAR 5 – 9, 2011	MARCH 4
APRIL 21 / 9:00 A.M.		APRIL 8
MAY 19 / 9:00 A.M.		MAY 6
JUNE 16 / 9:00 A.M.		JUNE 3
JULY 21 / 9:00 A.M.	NACo ANNUAL CONFERENCE – MULTNOMAH COUNTY, PORTLAND, OR JULY 15-19, 2011	JULY 8
AUGUST 18 / 9:00 A.M.	SCAC ANNUAL CONFERENCE & SC INSTITUTE CLASSES HILTON HEAD MARRIOTT, HILTON HEAD ISLAND, SC: JULY 31 - AUGUST 3, 2011	AUGUST 5
SEPTEMBER 15 / 9:00 A.M.		SEPTEMBER 2
OCTOBER 20 / 6:00 P.M.	HELD AT THE LAKE CITY BEAN MARKET MUSEUM; SCAC INSTITUTE OF GOVERNMENT AND COUNTY COUNCIL COALITION – COLUMBIA, SC	OCTOBER 7
NOVEMBER 17 / 9:00 A.M.		NOVEMBER 4
DECEMBER 8 / 10:00 A.M.	HELD AT LYNCHES RIVER COUNTY PARK (INCLUDES EMPLOYEE RECOGNITION) SCAC LEGISLATIVE CONFERENCE – CHARLESTON, SC	NOVEMBER 23

*Unscheduled, optional 9:00 a.m. meeting dates: April 7, May 5, and June 2.

OFFICIAL COUNTY HOLIDAYS FOR 2011

OBSERVANCE OF DR. MARTIN LUTHER KING, JR.'S BIRTHDAY	MONDAY, JANUARY 17
GOOD FRIDAY	FRIDAY, APRIL 22
MEMORIAL DAY	MONDAY, MAY 30
INDEPENDENCE DAY	MONDAY, JULY 4
LABOR DAY	MONDAY, SEPTEMBER 5
THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING	THURSDAY AND FRIDAY NOVEMBER 24-25
CHRISTMAS EVE AND CHRISTMAS DAY	FRIDAY, DECEMBER 23 AND MONDAY, DECEMBER 26
NEW YEAR'S DAY	MONDAY, JANUARY 2, 2012

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Report to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Authorize The Acceptance Of The Former Human Resources Building Located On Highway 41/51 And Adjoining 1.32 Acres Land Parcel In Johnsonville By Deed From Wellman Plastics Recycling.

POINTS TO CONSIDER:

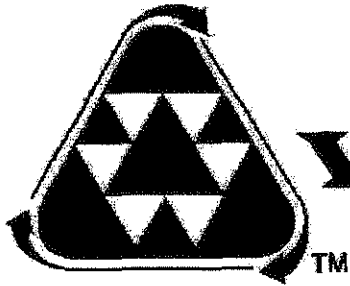
1. Wellman Plastics Recycling desires to convey the property to Florence County.
2. The property may be used for establishing a multipurpose facility (Fire, Rescue, EMS and Sheriff) and any other governmental purpose.

OPTIONS:

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

ATTACHMENTS:

1. Copy of correspondence from Dal Avant, VP of Administration, Wellman Plastics Recycling dated November 10, 2009.
2. Copy of plat depicting subject property by Nesbitt Surveying.



WELLMAN

Plastics Recycling LLC

November 10, 2009

Mr. Richard Starks
Florence County Administrator
Florence County
City-County Complex
180 North Irby Street MSC-G
Florence, S.C. 29501

Dear Richard:

In recognition and support of the Johnsonville Fire District's valuable service to our community, Wellman Plastics Recycling LLC (WPR) would like to donate the former Human Resources Building located on Highway 41/51 and adjoining 1.32 acre land parcel to the Johnsonville Fire District for the specific purpose of establishing an Emergency Multipurpose Facility (Fire, Rescue, EMS, & Sheriff's substation) in Johnsonville, S.C.

In consideration of this donation, WPR requests Florence County and the Johnsonville Fire District assume all present and future liability associated with this property. Additionally, WPR is not to incur any costs whatsoever in transitioning the property to the Johnsonville Fire District. These costs include, but are not limited to the following:

- land surveys
- building/land appraisals
- real estate closing costs
- legal fees for drafting formal donation agreement
- water line disconnects
- water line relocation and tie-in

Lastly, WPR respectfully requests "Wellman" be incorporated into the building name, and a plaque be erected to recognize the donation.

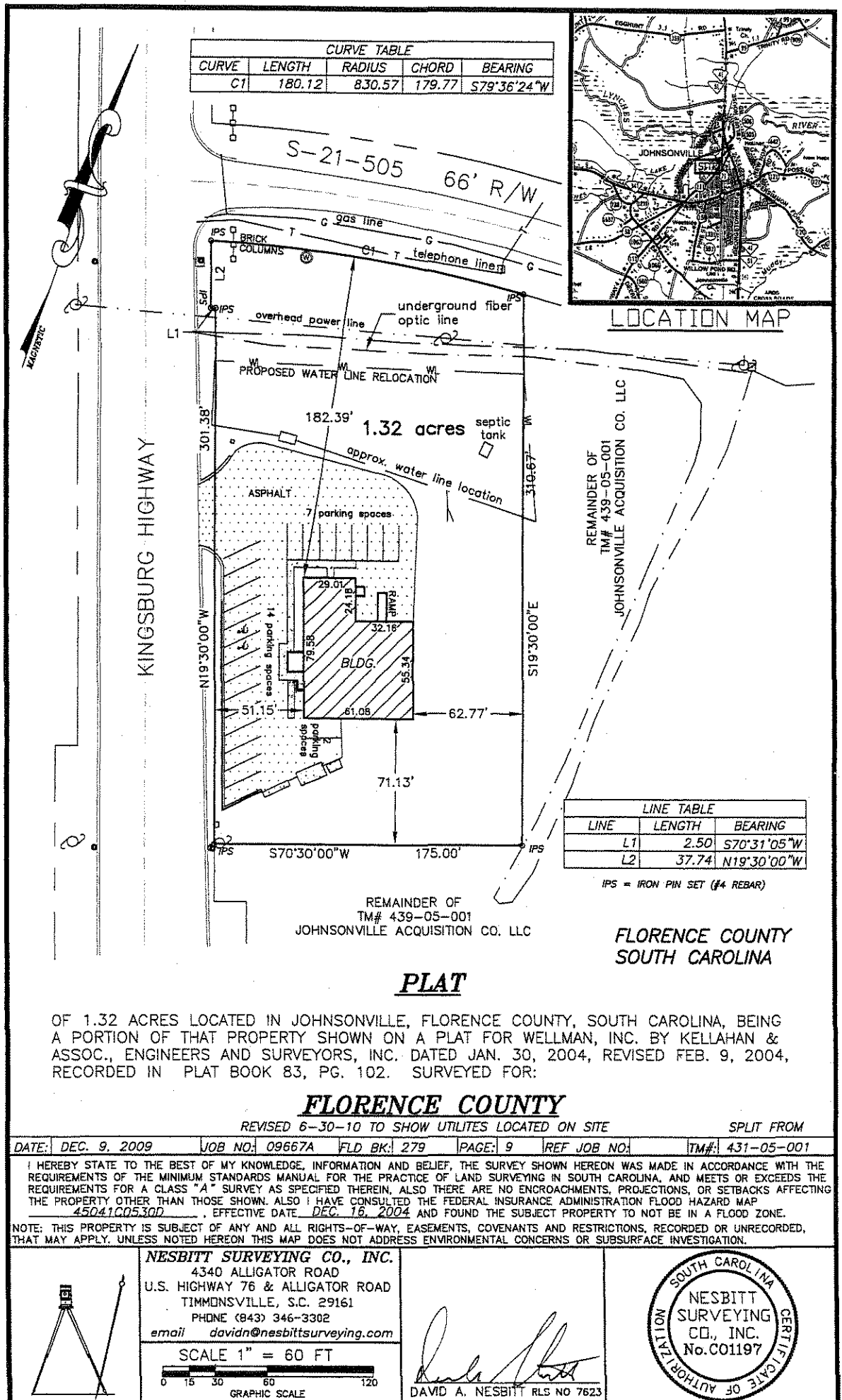
We are extremely proud to partner with the Johnsonville Fire District and Florence County in making such a Multipurpose Emergency Facility a reality.

Please advise if the above information meets your approval, and we can then proceed with having a formal donation agreement drafted.

Should you have questions and/or need additional information, please feel free to call me at (843) 386-8104.

Sincerely,

J. Dalvin (Dal) Avant Jr.
Vice President of Administration



FLORENCE COUNTY COUNCIL MEETING

Item for Meeting on: December 9, 2010

AGENDA ITEM: Applications for Non-Exclusive, Ambulance Franchise

DEPARTMENT: EMS

ISSUE UNDER CONSIDERATION: Consider awarding a non-exclusive ambulance franchise to Heartline Transport Services, LLC.

POINTS TO CONSIDER:

1. Heartline Transport Services, LLC is owned by Henry Moree of Society Hill, SC.
2. The applicant has submitted an appropriate application along with required supporting documentation.
3. MedXpress of the Carolinas was recently purchased by Henry Moree of Society Hill, SC. The name of the company has changed to Heartline Transport Services, LLC. MedXpress was franchised by Florence County Council and was operating in Florence, SC prior to being purchased by Mr. Moree.
4. The EMS Director has reviewed the application packet and determined that it is compliant with Chapter 5 of the Florence County Code.

FUNDING FACTORS:

1. None

OPTIONS:

1. *(Recommended)* Award a non-exclusive, ambulance franchise to Heartline Transport Services, LLC.
2. Take no action or provide an alternate directive

ATTACHMENTS:

1. Letter from the business verifying intent to operate private ambulance service in Florence County.
2. Copy of DHEC Ambulance Provider License.
3. Memo to County Administrator from EMS Director regarding the matter.

HEARTLINE TRANSPORT SERVICES, LLC

525 S Dargan st
Florence , SC 29506
Phone (843) 413-0911
Fax (843) 669-0911
Kentblackburn@yahoo.com

September 08,2010

HeartLine Transport Services has just purchased Medxpress of the Carolinas and would like to continue operating on the Florence County area. Hartline's intentions are to operate an non-emergent ambulance company in Florence county. We are asking for an non-emergency franchise.

Heartline is owned by an individual by the name of Henry Moree out of Society Hill, S.C.

Heartline will transports Florence County residence from, home to dialysis, hospital to hospital, home to Doctors offices. . If you would like any other information please feel free to contact Kent Blackburn at 843-413-0911. Thanks again.

Sincerely,
Kent Blackburn

Rec'd
11-9-10
Patto

South Carolina



South Carolina Department of Health and Environmental Control
This is to Certify that a License is hereby granted by the
South Carolina Department of Health and Environmental Control
to **HEARTLINE TRANSPORT SERVICES, LLC**

To conduct and maintain an Ambulance Service in the premises located
at **525 S. Dargan St., Florence, SC 29504**

County of **Florence**

This License shall expire **June 30**, 20 **12**, and is subject to the provisions of The Emergency Medical Services Act Section 44-61-10 et. seq. of the 1976 code, and regulations promulgated thereto. This license shall not be assignable or transferable and shall be subject to revocation at any time by the S.C. Department of Health and Environmental Control for failure to comply with the laws of the State of South Carolina or the rules and regulations of the South Carolina Department of Health and Environmental Control issued thereunder.

In Witness Whereof, we have hereunto set out hand and seal of the State this **30** day of **June**, 20 **10**.



License Number: 272
License Category: Advanced

By: *Ann W. Smith*

By: *C. Earl Hunter*



HEARTLINE TRANSPORT SERVICES, LLC

*Note: This online database was last updated on 11/8/2010 6:01:48 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SOUTH CAROLINA
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	HENRY B. MOREE, JR.
ADDRESS:	1127 SOUTHMAIN STREET
CITY:	SOCIETY HILL
STATE:	SC
ZIP:	29593
SECOND ADDRESS:	
FILE DATE:	05/07/2010
EFFECTIVE DATE:	05/07/2010
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Amendment	08/09/2010	AMD TO CHG TO TERM. CHG AGT AND OFFICE ADRESS, CHG TO MEM MANAGE	
Domestic LLC	05/07/2010	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be



FLORENCE COUNTY
Emergency Medical Services

Ryon A. Watkins
Director

R. David Exum
Operations & Training

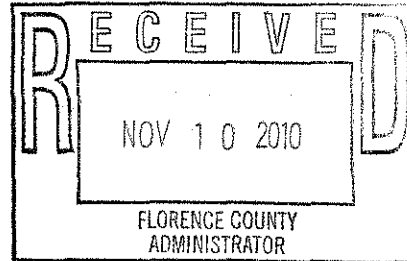
To: Richard Starks
County Administrator

From: Ryon Watkins
EMS Director

RAW

Date: November 9, 2010

Subject: Ambulance Franchise Application



Enclosed please find documents from Heartline Transport Services, LLC who is applying for non-exclusive ambulance franchise in Florence County. This company was previously known as MedXpress of the Carolinas and was previously franchised to operate in Florence County. After the company was acquired by Henry Moree of Society Hill, SC the name changed to Heartline Transport Services, LLC.

I have reviewed the documents and concluded that the request is compliant with the requirements of Chapter 5 of the Florence County Code (Ambulance Service).

As far as I am concerned, the matter is ready for review / approval by the county council.

Please contact me if you have questions regarding this matter.

Enclosures: Letter of intent from Heartline Transport Services, LLC stating intent to operate in Florence County.
Copy of DHEC Ambulance Provider License.
Fact sheet / agenda item for County Council meeting on October 21, 2010

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Grant Award
H.M. and Pearl Kyle Foundation, Inc.

DEPARTMENT: Florence County Parks and Recreation
Grants Department

ISSUE UNDER CONSIDERATION:

Accept A Grant From The H.M. And Pearl Kyle Foundation, Inc. In The Amount Of \$2,000 To Provide Interactive Exhibits At The Environmental Discovery Center (EDC) and Various Other Park Projects.

POINTS TO CONSIDER:

1. Florence County Parks and Recreation will utilize the H.M. and Pearl Kyle Foundation, Inc. grant to provide interactive exhibits at the EDC, materials for educational programs in the Park and signage for bird and tree identification, as well as trail markers to assist visitors.
2. The grant does not require a match.
3. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund.

FUNDING FACTORS:

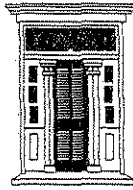
1. \$2,000 = Total costs for the H.M. and Pearl Kyle Foundation, Inc. to be used to provide exhibits, educational materials, signage and trail markers for use in the Lynches River County Park and in the EDC.
2. \$0 = No local match required.

OPTIONS:

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

ATTACHMENTS:

Grant Award Letter.



H.M. & PEARL KYLE FOUNDATION, INC.

FRED N. JONES, JR.
PRESIDENT
WALLACE B. PERMENTER
SECRETARY/TREASURER

POST OFFICE BOX 6677
FLORENCE, SOUTH CAROLINA 29502
TELEPHONE (803) 662-9401

TRUSTEES

GARY W. CRAWFORD
REV. PRESTON B. HUNTLEY, JR.
JAMES H. KYLE, III
DR. INGRAM PARMLEY

NOVEMBER 6, 2010

FLORENCE COUNTY PARKS AND RECREATION
CITY-COUNTY COMPLEX
180 N. IRBY ST.
FLORENCE, SC 29501

GENTLEMEN:

ENCLOSED YOU WILL FIND OUR CHECK IN THE AMOUNT OF \$ 2,000 WHICH REPRESENTS OUR CONTRIBUTION TO YOUR PROGRAM FOR 2010.

THIS YEAR THE FOUNDATION RECEIVED UNPRECEDENTED REQUESTS FOR FUNDING. UNFORTUNATELY, THE NEGATIVE PERFORMANCE OF THE EQUITIES MARKET AFFECTED OUR GRANT MAKING RESOURCES.

FOR THESE REASONS, THE GRANT YOU RECEIVED MAY NOT BE ALL YOU REQUESTED. ALONG WITH YOU, WE HOPE THAT 2011 WILL ALLOW US TO RESPOND IN A MORE POSITIVE MANNER.

YOURS TRULY

THE KYLE FOUNDATION

Wallace B. Permenter
WALLACE B. PERMENTER
SECRETARY/TREASURER

FLORENCE COUNTY COUNCIL MEETING

Thursday, December 9, 2010

AGENDA ITEM: Report to Council

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[Waiver Of County Code Of Ordinances Sec. 30-210. *Relocation Of Billboards Due To Governmental Land Acquisition For Florence County Forward Road Project Sign Relocations.*]

POINTS TO CONSIDER:

1. As a result of the Florence County Forward Road Project road widening actions funded by a combination of funds from the State Infrastructure Bank and the temporary one cent capital improvement sales tax approved by voters, signs within these areas will be relocated by SCDOT.
2. Florence County Code of Ordinances, Chapter 30-Zoning Ordinance Sec. 30-210. *Relocation of billboards due to government land acquisition*, reads:

Outdoor advertising structures located on property, acquired by a governmental agency for public use, may be relocated on the original parcel of property that was not acquired. The structure must be rebuilt in accordance with the single steel pole structural design and the sign face square footage must remain the same.

3. Sec. 30-210 will add significant additional costs to the Road Project.
4. This action proposes the Council waive the requirement for the Road Project to allow SCDOT to proceed with removal and replacement of signs in accordance with existing SCDOT procedures and standards for relocations.

OPTIONS:

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

FLORENCE COUNTY COUNCIL MEETING

December 9, 2010

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize The Continued Procurement Of Uniforms For County Departments From Uniforms By John As a Sole Source Provider To Be Paid From Previously Approved Departmental Funds.

POINTS TO CONSIDER:

1. The current County departments utilizing Uniforms by John include the following: Central Dispatch, EMS, Environmental Services, Sheriffs Office, Jail, and Magistrates.
2. Florence County will execute a contract with Uniforms by John for a period of five years. The contract can be renewed at the end of the five years at Council's discretion.
3. The historic annual value of the contract is \$150,000 but varies based on departmental use. The contract is subject to available funding in the respective departmental budget.
4. Uniforms by John is the local dealer for both Fechheimer and 5.11 Tactical Series uniforms.

FUNDING FACTORS:

The average total historical value of uniforms for the user departments is \$150,000 to be funded from departmental funds.

OPTIONS:

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

ATTACHMENTS:

1. Letter from Fechheimer Brothers Company.
2. Letter from 5.11 Tactical Series.

FECHHEIMER

Highest Quality Uniforms & Solutions • Since 1842

a Berkshire Hathaway Company

November 9, 2010

Uniforms by John
1518 South Irby Street
Florence, SC 29505
Attn: Johnny Hoover

Re: Authorized Distributor

To Whom It May Concern:

This letter is to confirm that Uniforms by John is the only authorized Fechheimer dealer located in Florence, South Carolina. If there are any questions or any additional information that is needed please feel free to contact me.

Sincerely,



Fred Heldman
Senior Vice President

5.11 TACTICAL SERIES

November 9, 2010

To Whom it may concern:

Uniforms by John in Florence, SC is the only dealer that has a local store and carries the 5.11 Tactical Products in the Florence area.

Regards,

Brian Crisson
5.11 Tactical
209-614-1732
www.511tactical.com

Florence County Council Meeting
December 9, 2010

AGENDA ITEM: Other Business
Infrastructure Project
Council District 2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of An Amount Up To \$25,000.00 From Council District 2 Infrastructure Funding Allocation To Assist The Pamplico Fire Department With The Purchase Of A 1999 Fire Truck From The West Florence Fire Department.

FUNDING SOURCE:

XXX Infrastructure
_____ Road System Maintenance
_____ Utility

Signed: verbally approved -- signature pending
Requested by Councilmember: Ken Ard

Date: _____

ATTACHMENTS:

None

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

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
December 9, 2010

AGENDA ITEM: Other Business
Infrastructure Project
Council District 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of An Amount Up To \$1,800 From Council District 7 Infrastructure Funding Allocation To Purchase Four (4) Thermoplastic Coated Park Benches for Spaulding Heights Community Park.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Amount: \$1,800

Signed: verbally approved – signature pending
Councilman Waymon Mumford

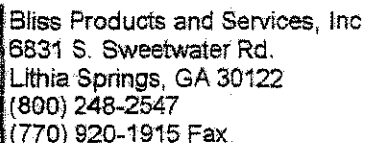
Date: 12/09/10

ATTACHMENTS:

1. Budget Estimate from Bliss Products and Services, Inc.

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



20732

GORDON HAMILTON (803) 799-4478 gordon@blissproducts.com

Date	Project
11/17/2010	6 FT. THERMOPLASTIC BENCHES

Contact
JOE EASON
DIRECTOR

Bill To
FLORENCE COUNTY PARKS AND REDREATION
180 N. IRBY STREET CITY-COUNTY COMPLEX MSC-H
FLORENCE SC 29501
Phone 843-667-0920 Fax 843-667-0934

Terms	Approximate Ship Date	Ship Via
30 Days		

[illegible]

Installation prices are based on truck access to the site and normal soil conditions. Any buried rock or debris may be cause for additional charges. Any Site preparation or demolition not specified above must be completed prior to installation of the equipment. Site restoration, unless otherwise noted, is not included. Please refer to your installation agreement for further details. Sales tax if applicable is not included. Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer.

Sub Total	1,360.00
Freight	240.00
Tax	95.20
Install	0.00
Grand Total	1,695.20

Signature _____ Date _____

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Florence County Council Meeting
December 9, 2010

AGENDA ITEM: Other Business
Utility Project
Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of An Amount Up To \$20,000.00 From Council District 5 Utility Funding Allocation To Extend a 6" Water Line 3,000 Feet From Friendfield Road Down Union School Road.

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
Councilman Johnnie D. Rodgers, Jr.

Date: _____

ATTACHMENTS:

1. Copy of Letter from Mayor Pate, Town of Coward, requesting assistance.

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 COWARD

POST OFFICE BOX 67

COWARD, SOUTH CAROLINA 29530

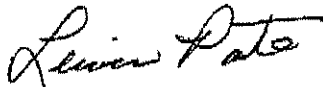
November 24, 2010

Mr. Richard Stark
Florence County Administrator
City-County Complex
180 N. Irby Street
Florence, S.C. 29501

Dear Mr. Stark:

The Town of Coward would like to request \$24,000.00 to extend a 6" water line 3,000' from Friendfield Road down Union School Road due to the residents out of water.

Sincerely,



Lewis Pate, Mayor