



**B. ORDINANCE NO. 20-2011/12**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

**VII. APPEARANCES:**

No Appearances Were Scheduled At The Time Of Publication Of The Agenda.

**VIII. COMMITTEE REPORTS:**

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

Administration & Finance

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

*November 17, 2011      Howe Springs Fire District GO Bond Issue*  
*November 17, 2011      Voter Registration/Elections Personnel Matter*

Public Services & County Planning

(Council members James T. Schofield/Chair, Mitchell Kirby, and Roger M. Poston)

*Museum*

Justice & Public Safety

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

Education, Recreation, Health & Welfare

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

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

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

Ad Hoc Water Study Committee  
(Council members Mitchell Kirby, Russell W. Culberson, and Johnnie D. Rodgers, Jr.)

Ad Hoc City-County Conference Committee  
(Council members Alphonso Bradley/Co-Chair, Waymon Mumford, and James Schofield.)

Ad Hoc Search Committee  
(Council members Waymon Mumford/Chair, Mitchell Kirby, Russell W. Culberson, Johnnie D. Rodgers, Jr., H. Morris Anderson, Alphonso Bradley, James T. Schofield, Roger M. Poston.)

**IX. RESOLUTIONS:**

**RESOLUTION NO. 21-2011/12**

**[10]**

A Resolution Authorizing Approval Of A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement.

**X. ORDINANCES IN POSITION:**

**A. THIRD READING**

**ORDINANCE NO. 19-2011/12**

**[15]**

An Ordinance To Amend Florence County Code, Chapter 30. Zoning Ordinance, Section 30-111, Development Standards For Unzoned Areas Table I Existing Adjacent Uses And Section 30-111, Development Standards For Unzoned Areas, (6) Certain Uses And Industrial Projects, (c), Automotive Race And Testing Tracks; And Other Matters Related Thereto.

*(Planning Commission **Approved 8 – 0.**)*

**B. SECOND READING**

**1. ORDINANCE NO. 18-2011/12 *(Public Hearing)***

**[22]**

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

*(Planning Commission **Approved 8 – 0.**)*

2. **ORDINANCE NO. 20-2011/12** *(Public Hearing)* **[50]**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For A Sponsor Affiliate; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

**C. INTRODUCTION**

1. **ORDINANCE NO. 21-2011/12** **[88]**

An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And To Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.

2. **ORDINANCE NO. 22-2011/12** **[94]**

An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P., And Med3000, Inc. And Matters Relating Thereto.

3. **ORDINANCE NO. 23-2011/12** **[123]**

An Ordinance Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, Dated September 19, 2002, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

4. **ORDINANCE NO. 24-2011/12** *(By Title Only)* **[127]**

An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

**XI. APPOINTMENTS TO BOARDS & COMMISSIONS:**

**PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS** **[129]**

The Pee Dee Mental Health Center Board of Directors Requests Council's Approval Of The Nomination Of C. Rudy Guajardo, III To Governor Nikki Haley For Appointment To Serve On The Pee Dee Mental Health Center Board Of Directors With Appropriate Expiration Term.



## **XII. REPORTS TO COUNCIL:**

### **A. ADMINISTRATION**

#### **MONTHLY FINANCIAL REPORTS**

**[133]**

Monthly Financial Reports Were Provided To Council For Fiscal Year 2012 Through January 31, 2012 As An Item For The Record.

### **B. MUSEUM/PROCUREMENT**

#### **AWARD A SOLE SOURCE CONTRACT**

**[139]**

Authorize The Award Of A Sole Source Contract To Projectlink, LLC For The Multivista Documentation Software And Construction Photography Services To Provide Digital Documentation Of The Florence County Museum Construction Project In The Amount Of \$14,994 To Be Funded From Museum Construction Funds.

### **C. PROCUREMENT**

#### **DECLARATION OF SURPLUS PROPERTY**

**[141]**

Declare Five (5) Vehicles, One (1) Ambulance, One (1) Dump Truck, And One (1) Ballfield Shaper, Ten (10) Ambulance Cots, And One (1) Truck As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

### **D. PUBLIC WORKS/PROCUREMENT**

#### **AWARD OF BID #10-11/12**

**[143]**

Approve Award Of Bid #10-11/12 For One (1) Motorgrader To Blanchard Machinery Company, Florence, SC In The Amount Of \$221,189.40 To Be Funded From FY12 Departmental Funds. *(1 Compliant Bid)*

### **E. RECREATION/PROCUREMENT**

#### **AWARD OF BID #09-11/12**

**[146]**

Approve Award Of Bid #09-11/12 For Turf Maintenance At Florence County Recreation Facilities To Firehouse Lawncare, Inc., Pamplico, SC In The Amount Of \$90,000 Annually To Be Funded From Budgeted Departmental Funds. *(6 Compliant Bids)*

### **XIII. OTHER BUSINESS:**

#### **A. INFRASTRUCTURE**

##### **1. CITY OF FLORENCE**

**[150]**

Approve The Expenditure Of Up To \$20,473 From Council District 4 Infrastructure Funding Allocation To Assist The City Of Florence With A Water Line Extension 3,700 Feet Along Olanta Highway.

##### **2. SOUTH LYNCHES FIRE DISTRICT**

**[151]**

Approve The Expenditure Of Up To \$5,000 From Council Districts 1 And 5 Infrastructure Funding Allocations (\$2,500 From Each District) For The Installation Of The Access Doorway For The South Lynches Fire Department At The Lower Florence County Public Services Building.

##### **3. SPAULDING HEIGHTS COMMUNITY PARK**

**[153]**

Approve The Expenditure Of Up To \$750 From Council District 7 Infrastructure Funding Allocation To Enhance The Parking Area At Spaulding Heights Community Park.

#### **B. ROAD SYSTEM MAINTENANCE FEE (RSMF)**

##### **1. HORACE MATTHEWS ROAD**

**[154]**

Approve The Expenditure Of Up To \$5,346 From Council District 5 RSMF Funding Allocation To Pay For Additional Crushed Asphalt To Be Put On Horace Matthews Road.

##### **2. PEPPER TREE DRIVE**

**[155]**

Approve The Expenditure Of Up To \$11,477 From Council District 6 RSMF Funding Allocation To Pay For MBC Stone To Be Put On Pepper Tree Drive.

##### **3. WATTS LANE**

**[156]**

Approve The Expenditure Of Up To \$25,156 From Council District 4 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Watts Lane.

**C. UTILITY**

**WILLIAMS MIDDLE SCHOOL**

**[157]**

Approve The Expenditure Of Up To \$5,532 From Council District 3 Utility Funding Allocation For Repairs/Upgrades To The Outdoor Basketball Court At Williams Middle School.

**D. INFRASTRUCTURE/ROAD SYSTEM MAINTENANCE FEE (RSMF)**

**E. BLACK CREEK ROAD**

**[160]**

Approve The Expenditure Of Up To \$49,005 From Council District 7 Infrastructure/RSMF Funding Allocations To Pay For Crushed Asphalt For E. Black Creek Road.

**E. INFRASTRUCTURE/UTILITY**

**PROSSER FIELD/JOHNSONVILLE ATHLETIC COMPLEX**

**[161]**

Approve The Expenditure Of Up To \$6,600 From Council Districts' Infrastructure/Utility Funding Allocations (As Noted On The Project Recommendation Form) For The Repairs/Improvements To The Dugouts At The Prosser Field/Johnsonville Athletic Complex.

**XIV. EXECUTIVE SESSION:**

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

**XV. INACTIVE AGENDA:**

**ORDINANCE NO. 02-2011/12**

At the August 18, 2011 regular meeting of County Council, Chairman Smith deferred second reading of this item: An Ordinance To Rezone Property Owned By Katie Barnhill Cook Located At 2214 Alligator Road, Effingham, From R-3, Single-Family Residential District To R-4, Multi-Family Residential District Limited Shown On Florence County Tax Map No. 00126, Block 01, Parcel 401 Consisting Of 0.22 Acres.

*(Planning Commission **Denied 6 – 1.**) (Council District 5)*

**XVI. ADJOURN:**

# **FLORENCE COUNTY COUNCIL MEETING**

March 15, 2012

**AGENDA ITEM:** Minutes

**DEPARTMENT:** County Council

## **ISSUE UNDER CONSIDERATION:**

Council is requested to approve the minutes of the February 16, 2012 regular meeting of County Council.

## **OPTIONS:**

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

## **ATTACHMENTS:**

Copy of proposed Minutes.

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,  
THURSDAY, FEBRUARY 16, 2012 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  
Alphonso Bradley, Council Member  
James T. Schofield, Council Member  
Roger M. Poston, Council Member  
Thomas B. Robinson, County Administrator  
D. Malloy McEachin, County Attorney  
Connie Y. Haselden, Clerk to Council

**ALSO PRESENT:**

Suzanne S. King, Administrative Services Director  
Kevin V. Yokim, Finance Director  
Ryon Watkins, EMS Director  
Jonathan B. Graham, III, Planning Director  
Andrew Stout, Florence County Museum Director  
Ray McBride, Library Director  
Sheriff Kenney Boone  
Barbara Coker, Sheriff's Office  
David Alford, Voter Registration/Elections Director  
Jack Newsome, Tax Assessor  
John Sweeney, Morning News

A notice of the regular meeting of the Florence County Council appeared in the February 15, 2012 edition of the **MORNING NEWS**. Copies of the Meeting 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 all branch libraries, and on the County's website ([www.florenceco.org](http://www.florenceco.org)).

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

**APPROVAL OF MINUTES:**

Councilman Anderson made a motion Council Approve The Minutes Of The January 19, 2012 Regular Meeting Of County Council. Councilman Mumford seconded the motion, which was approved unanimously.

## **PUBLIC HEARINGS:**

There were no public hearings scheduled or held.

## **COUNCIL RETREAT:**

Chairman Smith stated a Council Planning Retreat was scheduled for Thursday, March 22<sup>nd</sup> beginning at 8 a.m. Staff was working with the Chairman to develop an agenda and the location would be determined later. He asked that Council members be thinking of issues they would like to discuss at the Retreat.

## **APPEARANCES:**

### **ROBERT E. BENFIELD, ARM – SCAC RISK MANAGER**

Mr. Benfield Appeared Before Council To Present The *Outstanding Safety Achievement Award* Won By The Florence County Sheriff's Office For The Accomplishments Of The Florence County Sheriff's Office Vehicle Accident Review Board. Lt. Darren Yarborough, Lt. Clint Caldwell, Lt. Wayne Bellflowers, Tony Lewis-Risk Manager, and Sheriff Kenney Boone were recognized. Mr. Benfield stated the group would also be recognized at the upcoming South Carolina Sheriff's Conference so other Sheriff's offices could see what the Committee had done and model their policies. Chairman Smith recognized Vice Chairman Mumford who serves on the South Carolina Workers' Compensation Trust Committee. Councilman Mumford commended Sheriff Boone, Tony Lewis, their staffs, and the Vehicle Accident Review Board. He said it made him proud sitting on the board, listening to the good reports coming from Florence County.

## **COMMITTEE REPORTS:**

### **ADMINISTRATION & FINANCE**

Chairman Smith stated the Committee on Administration & Finance met prior to the regular meeting of Council with Howe Springs Fire District Fire Chief Shannon Smith concerning a G.O. Bond issue. The Committee reviewed and briefly evaluated the proposal submitted by Howe Springs and asked the Chief to re-evaluate and prioritize the program and get back with the Committee.

### **PUBLIC SERVICES & COUNTY PLANNING**

Committee Chairman Schofield stated the Committee met prior to the regular meeting and the Committee approved the recommendation for RFQ #3-11/12 for the Florence Museum that would be addressed later in the meeting.

### **AD HOC CITY-COUNTY CONFERENCE COMMITTEE**

Committee Co-Chair Bradley stated the Committee met February 8<sup>th</sup> and provided an overview of the items discussed at the meeting.

## **RESOLUTIONS:**

### **RESOLUTION NO. 17-2011/12**

Chairman Smith published the title of Resolution No. 17-2011/12: A Resolution Authorizing The Submission Of An Application By Florence County To The State Of South Carolina Department Of Public Safety Victims Of Crime Act (VOCA) Grant Program For 2012 To Provide Equipment Improvements For The Florence County Sheriff's Office Victim/Witness Program. Councilman Anderson made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

### **RESOLUTION NO. 18-2011/12**

Chairman Smith published the title of Resolution No. 18-2011/12: A Resolution Authorizing The Submission Of An Application By Florence County To The State Of South Carolina Department Of Public Safety Highway Safety Grant Program For FY13 To Establish An Education/Outreach Program For The Florence County Sheriff's Office. Councilman Anderson made a motion Council approve the Resolution as presented. Councilman Poston seconded the motion, which was approved unanimously.

### **RESOLUTION NO. 19-2011/12**

Chairman Smith published the title of Resolution No. 19-2011/12: A Resolution Authorizing The Submission Of An Application By Florence County To The State Of South Carolina Department Of Public Safety Highway Safety Grant Program For FY13 To Provide For Replacement Equipment For The Florence County Sheriff's Office. Councilman Anderson made a motion Council approve the Resolution as presented. Councilman Culberson seconded the motion, which was approved unanimously.

## **ORDINANCES IN POSITION:**

### **ORDINANCE NO. 16-2011/12 – THIRD READING**

The Clerk published the title of Ordinance No. 16-2011/12: An Ordinance To Amend Florence County Code, Chapter 30. Zoning Ordinance, Section 30-311. – Definitions. Dwelling, Residential Designed Manufactured Home; And Other Matters Related Thereto. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

### **ORDINANCE NO. 18-2011/12 – SECOND READING DEFERRED**

The Chairman stated second reading of Ordinance No. 18-2011/12 was asked to be deferred: An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.

### **ORDINANCE NO. 19-2011/12 – SECOND READING**

The Clerk published the title of Ordinance No. 19-2011/12: An Ordinance To Amend Florence County Code, Chapter 30. Zoning Ordinance, Section 30-111, Development Standards For Unzoned Areas Table I Existing Adjacent Uses And Section 30-111, Development Standards For Unzoned Areas, (6) Certain Uses And Industrial Projects, (c), Automotive Race And Testing Tracks; And Other Matters Related Thereto. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

The following two (2) items were additions to the Agenda:

### **RESOLUTION NO. 20-2011/12**

The Clerk published the title of Resolution No. 20-2011/12: A Resolution Identifying A Project To Satisfy The Requirements Of Title 12, Chapter 44 Of The South Carolina Code, So As To Allow Investment Expenditures Incurred By Project Fiber, Its Affiliates And Related Entities, To Qualify As Expenditures Eligible For A Fee-In-Lieu Of Ad Valorem Taxes Arrangement With Florence County, South Carolina; Approving The Receipt And Administration Of A State Coordinating Council Grant; Committing To Enter Into Necessary Agreements With Project Fiber To Effect The Intent Of This Resolution; And Other Matters Related Thereto. Councilman Poston made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

### **ORDINANCE NO. 20-2011/12 – INTRODUCED**

The Clerk published the title of Ordinance No. 20-2011/12 and Chairman Smith declared the Ordinance introduced: An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

### **APPOINTMENTS TO BOARDS AND COMMISSIONS:**

#### **PEE DEE REGIONAL EMS BOARD**

Council Unanimously Approved The Appointment Of Mr. Ryon Watkins, Florence County EMS Director, To Serve On The Pee Dee Regional EMS Board As Recommended By Linda Byers, With Appropriate Expiration Term.

#### **PEE DEE REGIONAL TRANSPORTATION AUTHORITY**

Council Unanimously Approved The Re-Appointment Of Reverend Bennie King, Jr. To The Pee Dee Regional Transportation Authority (PDRTA) As Requested By The PDRTA Executive Director, With Appropriate Expiration Term.



### **BOARD OF ASSESSMENT APPEALS**

Council Unanimously Approved The Re-Appointment Of Mr. Roland Briggs To The Board Of Assessment Appeals, Representing Council District 7, With Appropriate Expiration Term.

### **POLICY COMMISSION ON RECREATION**

Council Unanimously Approved The Re-Appointment Of Reverend Anthony Howard To The Policy Commission On Recreation, Representing Council District 7, With Appropriate Expiration Term.

## **REPORTS TO COUNCIL:**

### **ADMINISTRATION**

#### **MONTHLY FINANCIAL REPORTS**

Monthly Financial Reports Were Provided To Council For Fiscal Year 2012 Through December 31, 2011 As An Item For The Record.

#### **EMERGENCY MEDICAL SERVICES (EMS)**

#### **AGREEMENT – MCLEOD REGIONAL MEDICAL CENTER**

Councilman Schofield made a motion Council Approve An Ambulance Replenishing Agreement With McLeod Regional Medical Center (MRMC) For Replacement Of Medical Supplies Used By Florence County Emergency Medical Services During Transport To MRMC. Councilman Mumford seconded the motion, which was approved unanimously.

### **PROCUREMENT**

#### **RFQ #3-11/12 REVIEW PANEL RECOMMENDATION**

Councilman Schofield made a motion Council Approve The Following Eight (8) General Contractors For Pre-Qualification For The Construction Of The Florence County Museum As Recommended By The RFQ #3-11/12 Review Panel: Contract Construction, Ballentine, SC; Dargan Construction, Myrtle Beach, SC; FBi Construction, Florence, SC; Gilbert Construction, Florence, SC; H.G. Reynolds, Aiken, SC; Mashburn Construction, Columbia, SC; MB Kahn, Conway, SC; And Shelco, Charlotte, NC And To Approve Cancellation Of Pre-Qualification Of Listed Subcontractor Trades Due To Limited Number Of Statements Of Qualifications Received. Councilman Poston seconded the motion, which was approved unanimously. At the request of the Chairman, Councilman Schofield provided a brief synopsis of the process. The Committee started with 21 submittals; pared down to 13 for reasons such as proper documentation not submitted; under the original criteria for the RFQ, the submittals were further pared down to four. The Committee on Public Service & County Planning revised the criteria to expand acceptable completed projects to include projects of similar detail, which netted a result of 13 contractors; two of which withdrew and as a result of interviews and comments from the architect, the list was further reduced to eight.

## **OTHER BUSINESS:**

### **INFRASTRUCTURE/UTILITY**

#### **PAMPLICO EMS SUBSTATION**

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$6,000 From Council District 2 Infrastructure/Utility Funding Allocation For The Purchase Of MBC Stone For A Portion Of The Driveway And Parking Lot At The New Pamplico EMS Site And To Purchase 80' Of 15" RCP To Allow Access To The Rear Of The Property. Councilman Anderson seconded the motion, which was approved unanimously.

#### **GREENWOOD BASEBALL LEAGUE**

Councilman Kirby made a motion Council Authorize The Sale Of A 2004 John Deere 1200A Bunker Rake (V8085 Previously Declared Surplus By Council) To Greenwood Baseball League And Approve The Expenditure Of A Total Amount Not To Exceed \$3,750 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$417 From Each District). Councilman Mumford seconded the motion, which was approved unanimously.

**The following item was an addition to the Agenda:**

## **OTHER BUSINESS:**

### **UTILITY**

#### **CITY OF LAKE CITY**

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$12,000 From Council District 1 Utility Funding Allocation For The Installation Of Wastewater To The Blanding Street Park Located In Lake City. Councilman Anderson seconded the motion, which was approved unanimously.

## **EXECUTIVE SESSION:**

Councilman Anderson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss A Contractual Matter Regarding Economic Development And Personnel Matters. Councilman Schofield seconded the motion, which was approved unanimously.

Council entered executive session at 9:24 a.m. Council reconvened at 10:14 a.m.

Chairman Smith stated he wanted to recognize Florence County Finance Director Kevin Yokim for being elected President of the Government Finance Officers' Association of South Carolina, which includes not only counties but municipalities, school districts, colleges, universities, with over 800 members in the organization. He commended Mr. Yokim for a job well done.

### **MULTI-COUNTY PARK AGREEMENT**

Councilman Anderson made a motion Council Adopt A Multi-County Industrial Park Agreement With Marion And Dillon Counties With The Proviso That Florence County Reserves The Right To Opt Out Of Any Project Proposed For The Multi-County Industrial Park. Councilman Rodgers seconded the motion, which was approved unanimously.

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

### **COUNCIL MEETING ADJOURNED AT 10:15 A.M.**

---

**H. MORRIS ANDERSON**  
**SECRETARY-CHAPLAIN**

---

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

# FLORENCE COUNTY COUNCIL

March 15, 2012

**AGENDA ITEM:** Public Hearings

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

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

**A. ORDINANCE NO. 18-2011/12**

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

**B. ORDINANCE NO. 20-2011/12**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

## **FLORENCE COUNTY COUNCIL MEETING**

**March 15, 2012**

**AGENDA ITEM:** Resolution No. 21-2011/12

**DEPARTMENT:** Florence County Sheriff's Office

### **ISSUE UNDER CONSIDERATION:**

(A Resolution Approving A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreements.)

### **POINTS TO CONSIDER:**

1. Section 23-20-30, SC Code of Laws 1976, as amended authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers.
2. Section 20-20-50, SC Code of Laws 1976, as amended requires all such agreements be approved by the governing body of each jurisdiction.
3. The Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.
4. Florence County Sheriff is requesting approval of a multi-jurisdictional agreement with the City of Sumter Police Department.

### **OPTIONS:**

1. ***(Recommended)*** Approve Resolution No. 21-2011/12
2. Provide An Alternate Directive

### **ATTACHMENT:**

1. Resolution No. 21-2011/12.
2. City of Sumter Police Department multi-jurisdictional agreement.

Sponsor(s) : County Council/Sheriff's Office  
Adopted: : March 15, 2012  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 21-2011/12**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY**

**(Authorizing Approval Of A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement)**

**WHEREAS:**

1. Section 23-20-30, South Carolina Code of Laws 1976, as amended authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers; and
2. Section 23-20-50, South Carolina Code of Laws 1976, as amended requires all such agreements to be approved by the governing body of each jurisdiction; and
3. The Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.

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

Council approves a multi-jurisdictional agreement with the City of Sumter Police Department and authorizes the County Administrator to execute said agreements.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:  
OPPOSED:  
ABSENT:

**Mutual Aid Agreement:  
City of Sumter Police Department and Florence County Sheriff's Office**

**THIS AGREEMENT** is made and entered into this by and between the City of Sumter, South Carolina Police Department and the Florence County, South Carolina Sheriff's Office, hereinafter referred to as "the parties."

WHEREAS, Section 23-1-210 of the Code of Laws of South Carolina (1976, as amended) provides:

- (A) Any municipal or county law enforcement officer may be transferred on a temporary basis to work in law enforcement in any other municipality or county in this State under the conditions set forth in this section, and when so transferred shall have all the powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.
- (B) Prior to any transfer as authorized under subsection (A), the concerned municipalities or counties shall enter into a written agreement stating the conditions and terms of the temporary employment of officers to be transferred. The bond for any officer transferred shall include coverage for his activity in the municipality or county to which he is transferred.
- (C) Agreements made pursuant to subsection (B) shall provide that the temporary transfers shall in no manner affect or reduce the compensation, pension or retirement rights of transferred officers and such officers shall continue to be paid by the county or municipality where they are permanently employed, with the sending county or municipality being reimbursed for their services by the county or municipality to which they are transferred.

WHEREAS, the parties desire to enter into an agreement pursuant to such section for the purpose of securing to each other the benefits of mutual aid;

WHEREAS, the purpose of this Mutual Aid Agreement (hereinafter "Agreement") is to define the scope of such mutual aid and the responsibilities of the parties hereto;

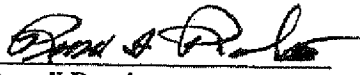
NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Assistance: The Assistance to be rendered pursuant to this Agreement shall solely involve the temporary transfer of law enforcement officers from one party's jurisdiction to the other. When so transferred, such law enforcement officers shall have all the powers and authority of a law enforcement officer employed by the jurisdiction to which he is transferred.
2. Request for Assistance. The temporary transfer of law enforcement may be requested in response to any law enforcement related need, including, but not limited to:
  - a. Emergency situations;
  - b. Riot or disorder;
  - c. Natural disaster;
  - d. Mass processing of arrests;
  - e. Transporting prisoners;
  - f. Operating temporary detention centers; and
  - g. Vehicular pursuits
3. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

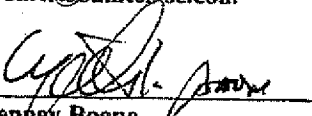


4. Procedure for Requesting Mutual Aid:
  - a. Request: A request for assistance shall only be made by the chief executive officers of the participating agencies, or a designee of same holding the rank of Sergeant/Acting Sergeant or above of the law enforcement agency requesting assistance. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the name of the officer in charge at such location.
  - b. Reply: A reply to any request for assistance shall only be made by the chief executive officer of the participating agencies, or a designee holding the rank of Sergeant/Acting Sergeant or above of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.
  - c. Officer-In-Charge: The personnel temporarily transferred by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location and shall be subject to the orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperation with and aid the requesting law enforcement agency.
  - d. Release: The law enforcement officers temporarily transferred shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to be released.
5. Radio Communication: Radio communication between the request law enforcement agency and the assisting law enforcement agency shall be maintained by the use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.
6. Compensation: The temporary transfer of law enforcement officers pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of transferred officers and such officers shall continue to be paid by the county or municipality where they are permanently employed, with the sending county or municipality being reimbursed for their services by the county or municipality to which they are transferred.
7. Insurance: It is agreed and understood that the parties hereto shall be solely responsible for maintaining insurance protection and workers compensation coverage on its employees at all times.
8. Employment Status: Nothing contained herein shall be construed or interpreted to mean or imply that law enforcement officers temporarily transferred pursuant to this Agreement shall be employees of the law enforcement agency requesting assistance.
9. Narcotics Investigators: This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning the exchange and utilization of narcotics investigators, nor does this Agreement restrict in any way the normal, cooperative activities between law enforcement agencies concerning on-going criminal investigations.
10. Modification: This Agreement shall not be modified, amended or changed in manner except upon the express written consent of the parties hereto.
11. Effective Date: This agreement takes effect upon approval by the governing bodies of the parties and remains in effect until it is terminated by one or both of the parties.
12. Termination. This Agreement will remain in effect until it is cancelled in writing by one or both of the participating agencies. The agreement may be terminated in writing at the discretion of either of the law enforcement agencies involved. The termination must be delivered or mailed to the appropriate agency with return receipt requested.






Russell Roark  
Sumter Chief of Police  
City of Sumter Police Department  
107 East Hampton Avenue  
Sumter, South Carolina 29150  
rroark@sumter-sc.com



Kenney Boone  
Florence County Sheriff  
Florence County Sheriff's Office  
6717 Friendfield Road  
Effingham, SC 29541  
wkboone@fcsco.org

THOMAS B. ROBINSON  
FLORENCE COUNTY ADMINISTRATOR

SWORN to before me this 1<sup>st</sup> day of  
September, 2011.

  
Notary Public, State of South Carolina  
My Commission Expires: 6/24/2018

SWORN to before me this \_\_\_\_ day of  
\_\_\_\_\_, 2011:


My Commission Expires: \_\_\_\_\_  
Notary Public, State of South Carolina

DRAFT

## FLORENCE COUNTY COUNCIL MEETING

Thursday, March 15, 2012

**AGENDA ITEM:** Ordinance No. 19-2011/12  
Third Reading

**DEPARTMENT:** Planning and Building Inspections / 

### **ISSUE UNDER CONSIDERATION:**

[An Ordinance To Amend Florence County Code, Chapter 30. Zoning Ordinance, Section 30-111, Development Standards for Unzoned Areas Table I Existing Adjacent Uses and Section 30-111, Development Standards for Unzoned Areas, (6) Certain Uses and Industrial Projects, (c), Automotive Race and Testing Tracks; And Other Matters Related Thereto.] *(Planning Commission approved 8-0; Council Districts-All)*

### **POINTS TO CONSIDER:**

1. Periodic amendments need to be made to the Code to maintain accurate references and uniformity with State Laws and regulations.
2. In recognition that advances in building technologies and systems can change the efficacy of previously adopted ordinances and standards.
3. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on November 29, 2011.

### **OPTIONS:**

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

### **ATTACHMENTS:**

1. Ordinance No. 19-2011/12-Proposed New
2. Staff report for PC#2011-22

Sponsor(s) : Planning Commission  
 Planning Commission Consideration : November 29, 2011  
 Planning Commission Public Hearing : November 29, 2011  
 Planning Commission Action : November 29, 2011 [Approved: 8-0]  
 First Reading/Introduction : January 19, 2012  
 Second Reading : February 16, 2012  
 Third Reading : March 15, 2012  
 Effective Date : Immediately

I, \_\_\_\_\_  
 Council Clerk, certify that this  
 Ordinance was advertised for Public  
 Hearing on \_\_\_\_\_

## ORDINANCE NO. 19-2011/12

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Florence County Code, Chapter 30. Zoning Ordinance, Section 30-111, Development Standards for Unzoned Areas Table I Existing Adjacent Uses and Section 30-111, Development Standards for Unzoned Areas, (6) Certain Uses and Industrial Projects, (c), Automotive Race and Testing Tracks; And Other Matters Related Thereto.]

#### WHEREAS:

1. Periodic amendments need to be made to the Code to maintain accurate references and uniformity with State Laws and regulations; and
2. In recognition that advances in building technologies and systems can change the efficacy of previously adopted ordinances and standards; and
3. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on November 29, 2011.

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

1. Florence County Code, Chapter 30. Zoning Ordinance, Section 30-111, Development Standards for Unzoned Areas Table I Existing Adjacent Uses and Section 30-111, Development Standards for Unzoned Areas, (6) Certain Uses and Industrial Projects, (c), Automotive Race and Testing Tracks; is hereby amended to read as follows:

#### Sec. 30-111. Development Standards for Unzoned Areas Table I Existing Adjacent Uses

Proposed Land Use	Single Family Use on residential streets	Multi-family and all other residential uses	Manufactured Home Parks	Office and Commercial	Industrial	Institutional
Office and Commercial Uses						

Less than .35 floor area ratio	B	A	A	*	*	B
Mini-Warehouses	B	A	A	*	*	B
.35 to 1.00 floor area ratio	C	B	B	*	*	B
1.00 floor area ratio or greater and shopping centers or office parks 250,000 square feet or less.	E	E	D	*	*	B
Convenience Center or Drop-Off Center	C	C	C	*	*	B
Industrial use						
Light	E	E	C	B	*	E
Heavy	F	F	D	C	*	F
Sanitary landfill, incinerator, and dump sites	F	E	D	C	*	F
Transfer stations, communication towers & antennas	F	E	D	C	*	F
Mechanized Vehicle race and testing tracks	F	E	D	C	*	F
Mining and extraction operations	F	E	D	C	*	F
Institutional	B	B	A	*	*	*
Warehouse	F	F	D	C	*	F

\* No bufferyard required.

and

Sec. 30-111. Development Standards for Unzoned Areas, (6) Certain Uses and Industrial Projects, (c), Mechanized Vehicle Race and Testing Tracks.

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

ATTEST:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

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

SIGNED:

\_\_\_\_\_  
K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
Tuesday, November 29, 2011  
PC#2011-22**

**SUBJECT:** Request for text amendment to the Florence County Code, Chapter 30, Zoning Ordinance, Section 30-111, Development Standards for Unzoned Areas Table I Existing Adjacent Uses and Section 30-111, Development Standards for Unzoned Areas, (6) Certain Uses and Industrial Projects, c, Automotive Race and Testing Tracks.

**APPLICANT:** Florence County Planning Department

**STAFF ANALYSIS:**

As staff administers the regulations of the Zoning Ordinance of the Florence County Code and all the participating jurisdictions, periodic amendments need to be made to the Code to maintain accurate references, to stay abreast of advances in technologies and systems and to provide the most efficient and accurate customer service as possible to all the citizens of Florence County.

In a review of the ordinance language, it has been found that the use of the word "Automotive", while representing mechanized vehicles, could be misconstrued to limit the intent of the ordinance to provide protection to adjacent properties from the activity of any mechanized vehicle racing or testing on a track established for such activity.

Planning staff is requesting an amendment to the text of Sec. 30-111 in an effort to alleviate any misunderstanding that may arise from the view that the use of the word "automotive" represents a specific class of mechanized vehicle rather than any mechanized vehicle.

Amendment to the text would provide a more accurate phrasing of the intent of the ordinance to address the racing or testing activity of mechanized vehicles on tracks established for such purposes within Florence County.

**TEXT AMENDMENT REQUEST:**

The amendment to the text of Chapter 30-Zoning Ordinance-Sec.30-111 of the Florence County Code shall read as follows:

**Sec. 30-111. Development Standards for Unzoned Areas Table I Existing Adjacent Uses**

Proposed Land Use	Single Family Use on residential streets	Multi-family and all other residential uses	Manufactured Home Parks	Office and Commercial	Industrial	Institutional
Office and Commercial Uses						
Less than .35 floor area ratio	B	A	A	*	*	B
Mini-Warehouses	B	A	A	*	*	B
.35 to 1.00 floor area ratio	C	B	B	*	*	B
1.00 floor area ratio or greater and shopping centers or office parks 250,000 square feet or less.	E	E	D	*	*	B
Convenience Center or Drop-Off Center	C	C	C	*	*	B
Industrial use						
Light	E	E	C	B	*	E
Heavy	F	F	D	C	*	F
Sanitary landfill, incinerator, and dump sites	F	E	D	C	*	F
Transfer stations, communication towers & antennas	F	E	D	C	*	F
Automotive Mechanized Vehicle race and testing tracks	F	E	D	C	*	F
Mining and extraction operations	F	E	D	C	*	F
Institutional	B	B	A	*	*	*
Warehouse	F	F	D	C	*	F

\* No bufferyard required.

and

Sec. 30-111. Development Standards for Unzoned Areas, (6) Certain Uses and Industrial Projects, c, Automotive Mechanized Vehicle Race and Testing Tracks.

**STAFF RECOMMENDATION:**

The Planning staff recommends approval of the text amendment to Planning Commission as presented.

**FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, NOVEMBER 29, 2011:**

**FLORENCE COUNTY COUNCIL MEETING:**


Tentatively scheduled for appearance on the agenda for Introduction at the meeting on Thursday, December 8, 2011 at 10:00am at Lynches River County Park, 1110 Ben Gause Road, Coward.



## **FLORENCE COUNTY COUNCIL MEETING**

**Thursday, March 15, 2012**

**AGENDA ITEM:** Ordinance No. 18-2011/12  
Second Reading

**DEPARTMENT:** Planning and Building Inspections / 

### **ISSUE UNDER CONSIDERATION:**

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

### **POINTS TO CONSIDER:**

1. Council District(s): All Florence County Council Districts.
2. According to state law, a new Florence County Comprehensive Plan must be developed every ten years.
3. The Priority Investment Element is the ninth element required to be included in the Florence County Comprehensive Plan.

### **OPTIONS:**

1. Approve Ordinance No. 18-2011/12 as unanimously recommended by the eight Planning Commissioners present at the November 29, 2011 meeting.
2. Refer to Public Services and County Planning Committee for review and recommendation.
3. Provide an Alternative Directive.

### **ATTACHMENTS:**

1. Ordinance No. 18-2011/12
2. Resolution for PC#2011-20
3. Staff Report for PC#2011-20
4. Proposed Priority Investment Element

Sponsor(s)	: Planning Commission
Planning Commission Consideration	: November 29, 2011
Planning Commission Public Hearing	: November 29, 2011
Planning Commission Action	: November 29, 2011 [Approved: 8-0]
First Reading/Introduction	: January 19, 2012
Committee Referral	: N/A
County Council Public Hearing	: March 15, 2012
Second Reading	: March 15, 2012
Third Reading	:
Effective Date	: Immediately

I, \_\_\_\_\_,  
Council Clerk, certify that this  
Ordinance was advertised for Public  
Hearing on: \_\_\_\_\_.

## ORDINANCE NO. 18-2011/12

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510 And Other Matters Related Thereto.]**

**WHEREAS:**

1. S.C. Code §6-29-510 requires a new Florence County Comprehensive Plan be developed every ten years; and
2. The original Florence County Comprehensive Plan adopted in 1999 included seven elements. The Priority Investment Element is a new ninth element required by the 2007 amendment to the S.C. Comprehensive Planning Act entitled the "South Carolina Priority Investment Act". S.C. Code § 6-29-510(D); 6-29-720(C); 6-29-1110; 6-29-1130(A); and
3. Passage of the Priority Investment Element will fulfill state law requirements and provide goals to effectively guide resource development, foster a sound and stable financial standing for the community, promote the County's ability to attract additional state, federal and private funding and to evaluate long term strategies.

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

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

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

\_\_\_\_\_  
Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney

**RESOLUTION FOR PC#2011-20**  
**FLORENCE COUNTY PLANNING COMMISSION**

**(A Resolution Recommending The Priority Investment Element Of The Comprehensive Plan)**

**WHEREAS:**

1. According to state law, a new Florence County Comprehensive Plan must be developed every ten years; and
2. The Priority Investment Element is a recently legislated addition to the Florence County Comprehensive Plan; and
3. The Priority Investment Element is the ninth element to be adopted according to the ten-year schedule; and
4. The Planning Commission advertised for and held workshops on July 28, 2010 and October 21, 2011; and
5. Following the passage of this resolution by the majority of the entire membership of the Planning Commission, the Priority Investment Element must be adopted by ordinance after a public hearing by Florence County.

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

1. A Resolution is hereby adopted to recommend that Florence County adopt by ordinance the Priority Investment Element for the Florence County Comprehensive Plan as presented by the Planning Commission.

**ATTEST:**

Angela Thomas  
Angela Thomas, Secretary

**SIGNED:**

Peter M. Koster  
Chairman

**COMMISSION VOTE: 8-0**

**OPPOSED: None**

**ABSENT: C. Cunha**  
**D. Lockhart**  
**K. Lowery**

**STAFF REPORT  
TO THE  
FLORENCE COUNTY PLANNING COMMISSION  
November 29, 2011  
PC#2011-20**

**Subject:** Adoption of a Resolution recommending the **Priority Investment Element** of the Comprehensive Plan

**Staff Analysis:**

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

The Priority Investment Element is a recently legislated addition to the Florence County Comprehensive Plan. The Priority Investment Element is the ninth element to be adopted in accordance with this calendar to meet the ten-year requirement. The Planning Commission advertised for and held workshops on July 28, 2010 and October 21, 2011 to discuss this document.

**Element Information:**

The Priority Investment Element examines the sources of federal and state funding for public infrastructure and facilities over the past five fiscal years and analyzes future potential sources and projects over a 10-year time frame. The goals and strategies in this element serve to effectively guide resource development, foster a sound and stable financial standing for the community, promote the County's ability to attract additional state, federal and private funding and to evaluate long term strategies.

**Florence County Planning Commission Action: November 29, 2011:**

The eight Planning Commission members present voted unanimously to adopt a resolution recommending that County Council adopt the Priority Investment Element.

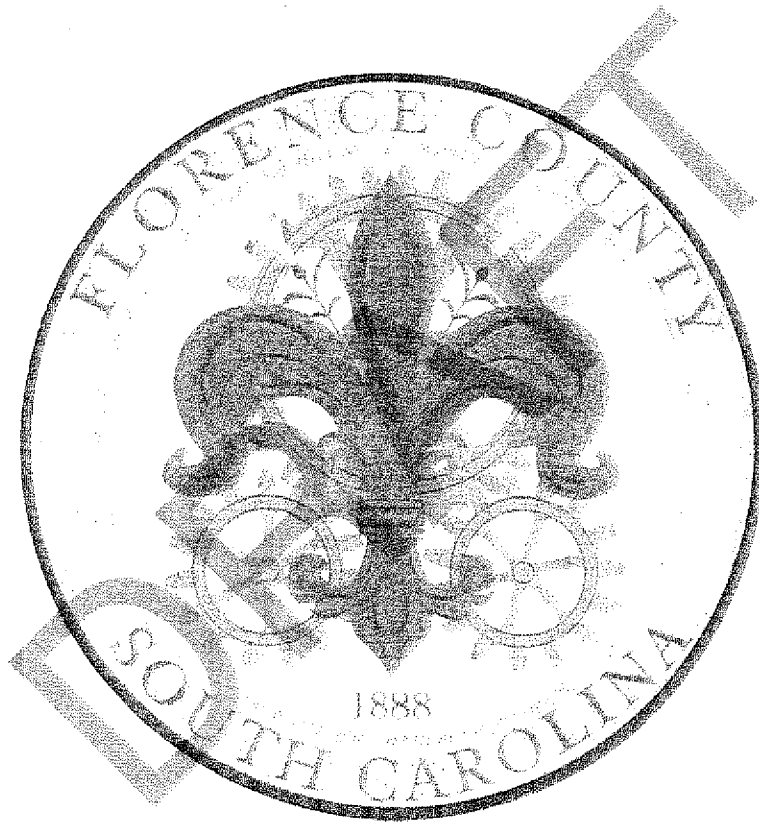
**Florence County Planning commission Recommendation:**

Florence County Planning Commission recommends approval of the request to Florence County Council to adopt the Priority Investment Element of the Florence County Comprehensive Plan.

DRAFT

DRAFT

## PRIORITY INVESTMENT ELEMENT



## FLORENCE COUNTY COMPREHENSIVE PLAN

## Table of Contents

---

Executive Summary.....	4
Introduction .....	5
Land Use and Transportation .....	5
Funding .....	6
Bonding Capacity.....	6
Transportation Funding.....	6
Additional County Revenue Sources and Bond Projects.....	8
Projects and Priorities.....	8
Priority Investment Zones.....	16
Past Investment Areas.....	16
Future Priority Investment Zones .....	16
Potential Funding.....	18
Goals and Implementation Strategies .....	19
References Consulted .....	21
Appendices.....	22
Appendix A: Adjacent and Surveyed Florence County Jurisdictions .....	23
Appendix B: Element Adoption Date.....	24

List of Tables

---

Table 9-1. Historic Assessed Value and Potential Bonding Capacity .....	6
Table 9-2. Current & Possible General Obligation & Local Hospitality Tax Bond Projects. ....	11
Table 9-3. Recent and Proposed Transportation Projects .....	13

List of Figures

---

Figure 9-1. Future Project Locations. ....	12
Figure 9-2. Past Investment Zones. ....	15
Figure 9-3. Future Priority Investment Zones. ....	17

DRAFT

## Executive Summary

Florence County capital projects continue to complement the gamut of quality services to residents and businesses. Past and planned capital projects highlight the dedication of Florence County to core government services, as well as economic development, public safety, libraries, recreation and the arts. These steady investments continue to lay the foundation for further private investment throughout the County.

Florence County citizens overwhelmingly approved a one-cent capital projects sales tax to provide the match for State Infrastructure Bank funds of \$250,000,000 to widen six primary state arterial roads to four lanes. This 2006 bond referendum program has leveraged a unique opportunity from the State Infrastructure Bank. Altogether, this program may fund \$398 million for up to six major road improvements that will better connect County residents and further enhance the commerce and development of Florence County.

Over the next ten years, Florence County will likely invest over \$40 million on capital projects utilizing an active bonding program and by leveraging private donations, state funds and federal monies. Examples of the projects could include a museum, libraries, judicial facilities, an emergency medical services station, and upgrades to the Law Enforcement Center. These amenities will continue to provide a quality environment that spurs a wide range of residential, industrial and small business opportunities.

*This area intentionally left blank.*



## Introduction

In 2007, the South Carolina Priority Investment Act was signed into law. According to a guide published by the SC American Planning Association "The intent of the Act is to preserve and enhance quality of life [...] by better planning and coordination of public infrastructure decisions and by encouraging the development of affordable housing and traditional neighborhood development" (TND). The Act allows local governments to identify Priority Investment Zones where market-based incentives may be made available or to relax or eliminate nonessential housing regulatory requirements in order to encourage these types of designs. The Priority Investment element is the ninth element required by the S.C. Comprehensive Planning Act of the State Code of Laws (Article 3 Section 6-29-510 (D)(9)).

This element of the Florence County Comprehensive Plan will highlight historical fiscal sources of federal, state and local funding for public infrastructure and facilities from the past five years and analyze potential sources and possible projects for the next ten years. This element is developed in concert with adjacent and relevant jurisdictions and agencies including counties, municipalities, public service districts and other public entities that are affected by or have planning authority over a public project identified in the element.

The goals and strategies in this element will serve to effectively guide resource development, foster a sound and stable financial standing for the community, promote the County's ability to attract additional state, federal and private funding and to evaluate long term strategies.

The Florence County budget supports a variety of services that increase quality of life including law enforcement, zoning, emergency management, emergency medical services, judicial services, library and museum resources, recreational opportunities, road improvements, and a myriad of unfunded State mandates. This element will show how these services will be supported and how future public needs may be reduced if scattered development is minimized to focus growth where infrastructure and services are available or planned for the future.

## Land Use and Transportation

The 2007 South Carolina Priority Investment Act (Title 6, Chapter 29) specifically addresses housing, transportation, capital improvement planning, intergovernmental coordination, encouragement towards traditional neighborhood design and facilitating the production of affordable housing. It encourages local governments to reevaluate comprehensive plans to limit the growth of sprawl and prioritize projects and funding while creating new opportunities for affordable housing. The combination of these uses and study of their potential location constitute land use and transportation planning policy.

Land use planning is an important component to achieve the ideal economic, social, environmental and public health outcome for a community. Effective future land development can occur in a productive, efficient and sustainable manner with proper land use planning. Assessing the pros and cons about future decisions made in regards to land use is imperative.

The Priority Investment Act recommends that the local jurisdictions focus on the impact of regional land use patterns, for example, the regional transportation system should be able to meet future demands of the future land use. The Act supports incorporating scenario planning in the regional travel demand

model to measure the impact of land use decisions on the transportation system. This element attempts to combine land use and transportation decisions with the locations of the new and expanding capital project plans. The projects will be prioritized and zones of activity will be developed which will determine necessary transportation improvements and land use plans needed for support. This cyclical process will benefit from long-range planning.

## Funding

### ***Bonding Capacity***

Bonds, grants and donations make up the majority of capital projects funding. This section highlights recent trends in bonding capacity as determined by State law.

**Table 9-1. Historic Assessed Value and Potential Bonding Capacity.**

	Fiscal Year (Values in \$1,000s)							
	2002	2003	2004	2005	2006	2007	2008	2009
<b>Total Property Assessment</b>	376,725	375,828	377,348	380,245	406,748	413,524	418,347	426,048
<b>8% bonding capacity</b>	30,138	30,066	30,188	30,420	32,540	33,082	33,468	34,084

Florence County has consistently utilized general obligation bonds (GOBs) for large projects. State law allows local governments to bond up to eight percent of property assessment values. The list of projects and the priority order is contained in the following section. Over the next ten years, eight new projects are anticipated with the total value in bonds to be considered at \$32.6 between fiscal years 2010/2011 and 2019/2020.

### ***Access to Bonding Capacity***

The County has the capability to utilize its full bonding potential and insure bonds only when needed for long term investment and capital improvement projects. Additionally, the County works with other entities that share its public protection mission for them to issue tax exempt bonds. Recently, the County Council approved selling almost a quarter billion in bonds for capital improvements by a regional hospital. As an example of a public private partnership, the hospital is responsible for paying the bonds, while the county's tax exempt status was utilized for more favorable lending terms.

### ***Transportation Funding***

Monies for roadway expansion projects come from a wide range of sources including federal grants, state infrastructure funds and local sales taxes. The Florence Area Transportation Study (FLATS) and the Pee Dee Council of Governments (PDCOG) are responsible for directing federal transportation funding while the capital project sales tax pays for specific arterial roadway projects in Florence County. Allocated federal funds, or guideshares, are specifically designated by the federal government to state governments. The SCDOT then apportions these dollars to metropolitan planning organizations such as FLATS and councils of governments like the PDCOG. Funding is often limited and alternative funding, including sales taxes, is often sought to further improve the roadway network. Due to the important role

roadways play in service to the residents, visitors and businesses of the Florence metro area, more funding is directly correlated to better economics.

### *Florence Area Transportation Study*

The Florence Area Transportation Study (FLATS) encompasses transportation planning for the City of Florence, Town of Quinby and surrounding unincorporated areas of Florence and Darlington counties (refer to the Transportation Element of this Comprehensive Plan for more information). The FLATS service area obtains funding for road improvements through the current federal transportation authorization bill: Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). These funds are distributed by SCDOT's Guideshare Program and allocated through the FLATS Long Range Transportation Plan (LRTP).

Current annual funding includes \$2,294,446 of guideshare and \$117,000 of enhancement project monies. Local government must provide 20% of the total project cost of Enhancement projects. Recently, the South Carolina Department of Transportation (SCDOT) proposed an increase in FLATS Guideshare funding to \$2,666,880; however, this value must have SCDOT Commission approval before becoming effective.

The long range transportation plan (LRTP) is the FLATS comprehensive guide to developing a regional transportation system that accommodates current mobility needs of residents while anticipating future needs. The LRTP is a financially constrained plan, meaning it identifies projects and programs that can reasonably be implemented within the years of the plan. In response to federal mandates and the desires of local residents, this 2035 LRTP addresses all modes of transport including automobile, bicycle, pedestrian, transit, air, rail and freight movements.

### *Pee Dee Council of Governments*

Similar to the FLATS, the Pee Dee Council of Governments (PDCOG) receives Guideshare funds from the federal transportation authorization, through SCDOT; but, its funds are directed to rural areas outside of the FLATS. The annual Guideshare is \$7,790,702 and covers roadway improvements in Chesterfield, Darlington, Dillon, Florence, Marion and Marlboro counties. A recent proposal raises this annual amount to \$9,340,228. Like the FLATS, the PDCOG prioritizes roadway improvements through a fiscally constrained LRTP.

### *Capital Project Sales Tax*

On November 7, 2006, Florence County voters approved a one-cent Capital Project Sales Tax (CPST) for roads for up to seven years. The \$148 million sales tax amount may be collected for up to seven years until the total amount is realized. This sales tax is combined with a grant from the State Infrastructure Bank of \$250 million which will yield up to \$398 million for improvements to the following road projects in the order listed below:

- Pine Needles Road
- US 378
- US 76 (Palmetto Street)
- TV Road
- Pamplico Highway (SC 51)
- 301 Bypass (new construction)

### ***Additional County Revenue Sources and Bond Projects***

Other revenue sources for Florence County include the local accommodation tax. This three percent tax on hotel accommodations is generally used for supporting the operation and maintenance of tourism related structures and activities according to South Carolina Code of Laws Section 6-1-530. Some projects that are currently funded are the Civic Center and interchange beautification. For the fiscal year 2011, the local accommodation tax value was approximately \$2.4 million which includes funding from the City of Florence for the Civic Center Partnership. In 2006, the law was amended to allow 20% of the tax to be directed for police, fire, emergency medical service and emergency preparedness operations that directly serve tourist-related facilities.

### **Projects and Priorities**

This section reviews priorities, lists values and shows temporal distribution of significant Florence County government capital projects from 2005-2020. Project descriptions begin below and may highlight project history, details, funding partners and building timeline.

#### ***Florence Civic Center***

The Florence Civic Center was completed in 1993 as a joint venture between Florence County and the City of Florence. Florence County and the City of Florence have agreed to contribute a combined amount of about \$650,000 in capital improvement funds annually to share in the cost of this complex.

#### ***Detention Center***

The current detention center, located in Effingham, opened its doors in 1994 and houses 522-beds and staffs ninety-eight employees. The detention center's \$13.5 million construction cost will continue to be paid through the 2017/18 fiscal year.

#### ***Doctors Bruce and Lee Foundation Library***

The Doctors Bruce and Lee Foundation has been the major sponsor of county library construction. Both Foundation and County funds were utilized to construct the main library located at 509 South Dargan Street. Construction for this facility began in late 2002 with completion in 2004. The Doctors Bruce and Lee Foundation also led the community funding efforts for the construction of five new branch libraries within county municipalities: Lake City (2001); Pamplico (2008); Timmons ville (2009); Olanta (2010); and Johnsonville (2010). Funding for the later three were also partially funded with existing bond funds.

#### ***Lynches River Environmental Discovery Center***

Formerly the Lynches River State Park, the South Carolina Department of Parks, Recreation & Tourism deeded the 676 acre park to Florence County on October 31, 2002. The Environmental Discovery Center was completed in 2007 to give visitors an in depth perspective on the park's habitats, plants and animals. The cost of this building was about \$1,000,000 paid by the following contributors:

- Doctors Bruce and Lee Foundation
- South Carolina Department of Parks and Recreation and Tourism
- The Land and Water Conservation Fund
- SC Department of Natural Resources
- U.S. Department of Agriculture

### *Animal Control Facility*

The county's animal control facility, located in Effingham, opened in 2009 at a cost of about \$1,200,000 paid from existing bond funds.

### *Voter Registration*

The Voter Registration and Elections Commission building construction began early in 2011 and is located behind the current Public Service Building facility on the northwest corner of Third Loop Road and Irby Street. The new facility will consolidate staff, voting machines, and records during voting days. The funding allocation of \$1.2 million for this project is supported by general obligation bonds, the first of 10 years of payments began in fiscal year 2010.

### *Pamplico Emergency Medical Service Station*

A robust Emergency Medical Services (EMS) network of stations is necessary to provide adequate emergency services to the residents and visitors of Florence County. These EMS stations also supplement the local rescue squads. The most recent EMS stations were constructed in 2004 and are located on Old Ebenezer Road in Florence and Olanta Highway in Olanta. Building construction began in 2011 utilizing \$400,000 in general obligation bonds. The new location will be on Highway 51 South.

### *Museum*

Construction is planned to begin in 2011 for the new Florence Museum at the corner of Dargan and Cheves Streets, with anticipated completion in 2014. The nearly \$12 million funding for the construction originates from multiple sources. Doctors Bruce and Lee Foundation, Florence County and the South Carolina legislature contributed equally to the cost. The County funding is provided through a local hospitality tax.

### *Lake City Library Expansion and Satellite Library*

Florence County plans to support the expansion of the Lake City library in 2012 through the use of existing general obligation bond funds. In addition, a \$1 million satellite library center may be considered for the western Florence area in 2017.

### *Judicial Center*

The City/County Complex was built to house a wide range of city and county supported agencies including circuit court, family court, court of appeals, district court and several state, county and city departments. At one time, the complex also housed the county detention center which since located in Effingham.

Multiple judicial expansion options exist ranging in cost from \$16 million to \$40 million. Improved accommodations could begin within five years. Options for the expansion include building a new facility or an addition or annex to the existing City/County Complex.

### *Southern Florence Recreational Parks*

Due to the growing demand for outdoor recreation venues, Florence County may consider constructing additional recreational parks, subject to new state tax restrictions and reduced state funding. Funding of

\$1 million in general obligation bonds has been allocated for a southern Florence County recreational park.

Savannah Grove Park and Greenwood Ballfield Complex are two recently completed parks funded through the capacity of existing bonds from other projects. No additional bonding was necessary to cover these development costs. These projects are listed in Table 9.2.

### *Forensics Laboratory*

Florence County may also consider construction on a new forensics laboratory near the Effingham detention center. The proposed \$1 million project would be a certified forensics laboratory which will also be supported in part by a SC Department of Public Safety Justice Assistance Grant and by a U.S. Department of Justice Edward Byrne Memorial Justice Grant. This lab could reduce the time necessary to process evidence through SLED's laboratory in Columbia. The new lab would dramatically reduce turnaround time on the substance analysis.

### *Emergency Management Department (EMD) Radio System Digital Upgrade*

Over the last several years Florence County has seen the commercial television and cellular industry forced to transition from traditional analog networks to a more efficient digital architecture. Although the County has upgraded the capacity and coverage area of its current radio system, the technology of the analog radio system has not been upgraded in 20 years. This analog radio system is the primary communications means for the 27 emergency first response agencies (Sheriff, municipal Police Departments, Fire Departments, EMS and Rescue Squads) operating county-wide. With the life cycle of much of the communications infrastructure coming to an end, Florence County will need to migrate toward a digital radio system within the next 2-3 years. It is estimated that such a transition would take 12 to 18 months to complete and cost estimates range from \$12 to \$15 million.

*This area intentionally left blank.*

Table 9-2. Current & Possible General Obligation & Local Hospitality Tax Bond Projects.

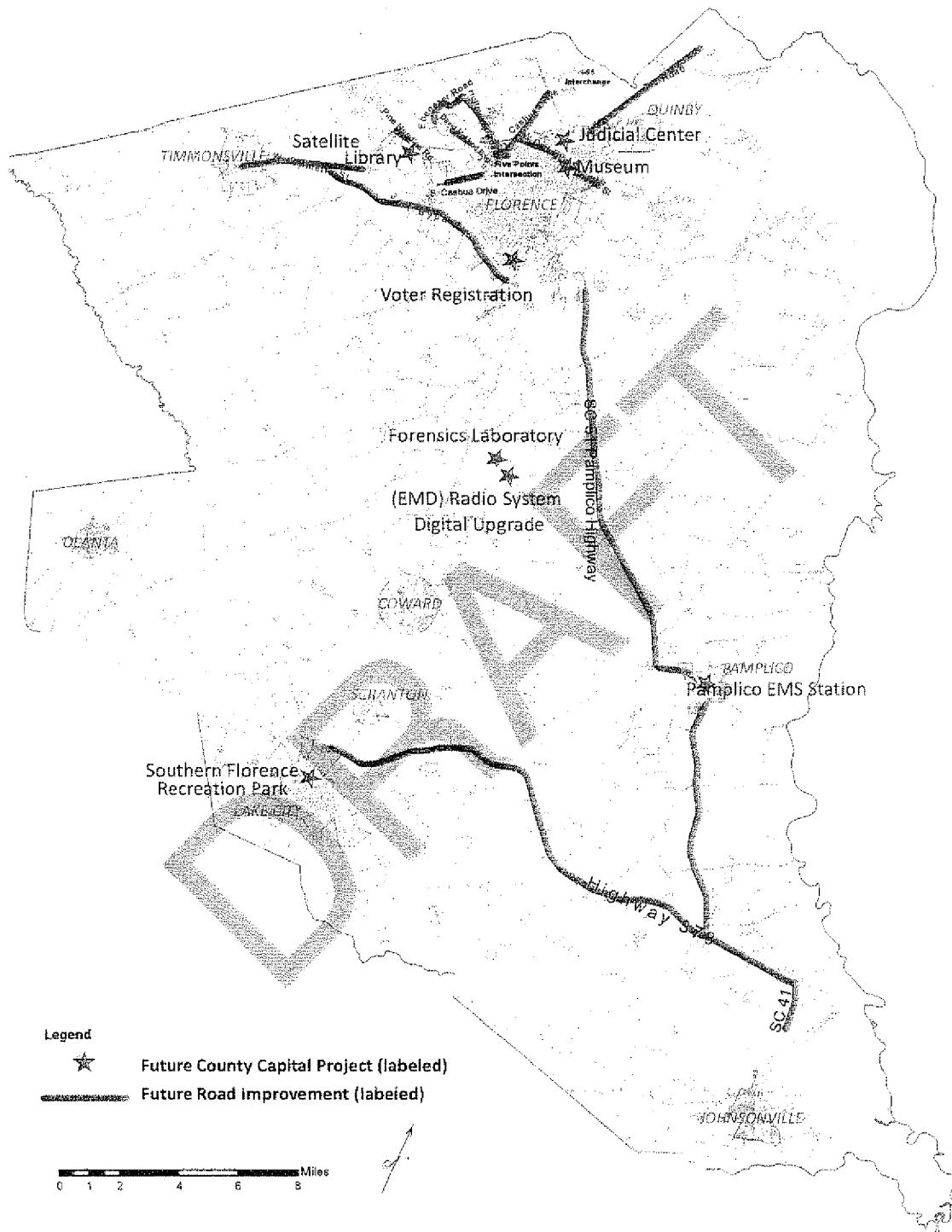
Priority	Project	Total Cost (\$M)	Fiscal Year (in \$1,000's)									
			2010/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
c	Civic Center	6	600	600	600	600	600	600	600	600		
c	Detention Center	13.5	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568		
c	Doctors Bruce and Lee Foundation Library	17	410	410	410	410	410	410	410	410	410	410
c	Animal Control	1.2	funding from existing bonds									
c	Lake City Library Expansion	0.5	funding from existing bonds									
c	Savannah Grove and Greenwood Parks	2.2	funding from existing bonds									
c	Johnsonville, Olanta, Timmonsville, Libraries	3.6 <sup>D</sup>	funding from donation and existing bonds									
c	Voter Registration	1.2	120	120	120	120	120	120	120	120	120	120
1	EMS Station	0.4	40	40	40	40	40	40	40	40	40	40
2	Museum	12 <sup>E</sup>			300	300	300	300	300	300	300	300
3	Judicial Center	16					1,000	1,000	1,000	1,000	1,000	1,000
4	Satellite Library	1							100	100	100	100
5	Southern Florence County Active Recreation Park	1	100	100	100	100	100	100	50	50		
6	Forensics Lab	1			200	200	200	200	200			
7	Radio System Digital Upgrade	12			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Total		88.6	2,838	2,838	4,338	4,338	5,338	5,338	5,388	5,188	2,970	2,970

<sup>C</sup> complete

<sup>D</sup> County bonding about \$1.045M

<sup>E</sup> County bonding about \$4M

Figure 9-1. Future Project Locations.





### Roadway Projects

Due to residential, commercial and industrial dependence on the transportation system, significant funds from multiple sources have focused efforts to continuously renew and expand the existing roadway network. Federal, state and local monies have been directed to projects that are key in providing efficient and effective means to access jobs, recreation and homesteads. The following table shows the various roadway projects with anticipated funding by the respective agency.

**Table 9-3. Recent and Proposed Transportation Projects.**

Fiscal Year	Project Name	Cost (\$ million)	Funding Source
2008	Pine Needles Road	17.7	CPST
2010	SC41, Johnsonville	6.5	PDCOG
2011	US Hwy. 378	122.5	CPST
2011	South Cashua Drive	12.2	FLATS
2011	US 76 West Palmetto St.	31.6	CPST
2012	TV Road	34.5	CPST
2012	SC51 Pamplico Highway	25.8	CPST
2013	Cashua Drive	3.5	FLATS
2014	301 Bypass	73.4	CPST, Other <sup>F</sup>
2015	Cheves Street	0.6	FLATS
2015	Five Points Intersection	0.6	FLATS
2017	Ebenezer Road	1.1	FLATS
2020	David McLeod Blvd.	0.9	FLATS
2020	Hoffmeyer Road	1.7	FLATS
2020	W. Darlington St.	6.6	FLATS
2020	I-95 Interchange	2.7	FLATS
<b>Total</b>		<b>341.9</b>	

<sup>F</sup> The anticipated funding for this project will not be able to satisfy the entire project through the one-cent capital projects sales tax (a.k.a. Florence Forward) so additional funding will be necessary for the project.

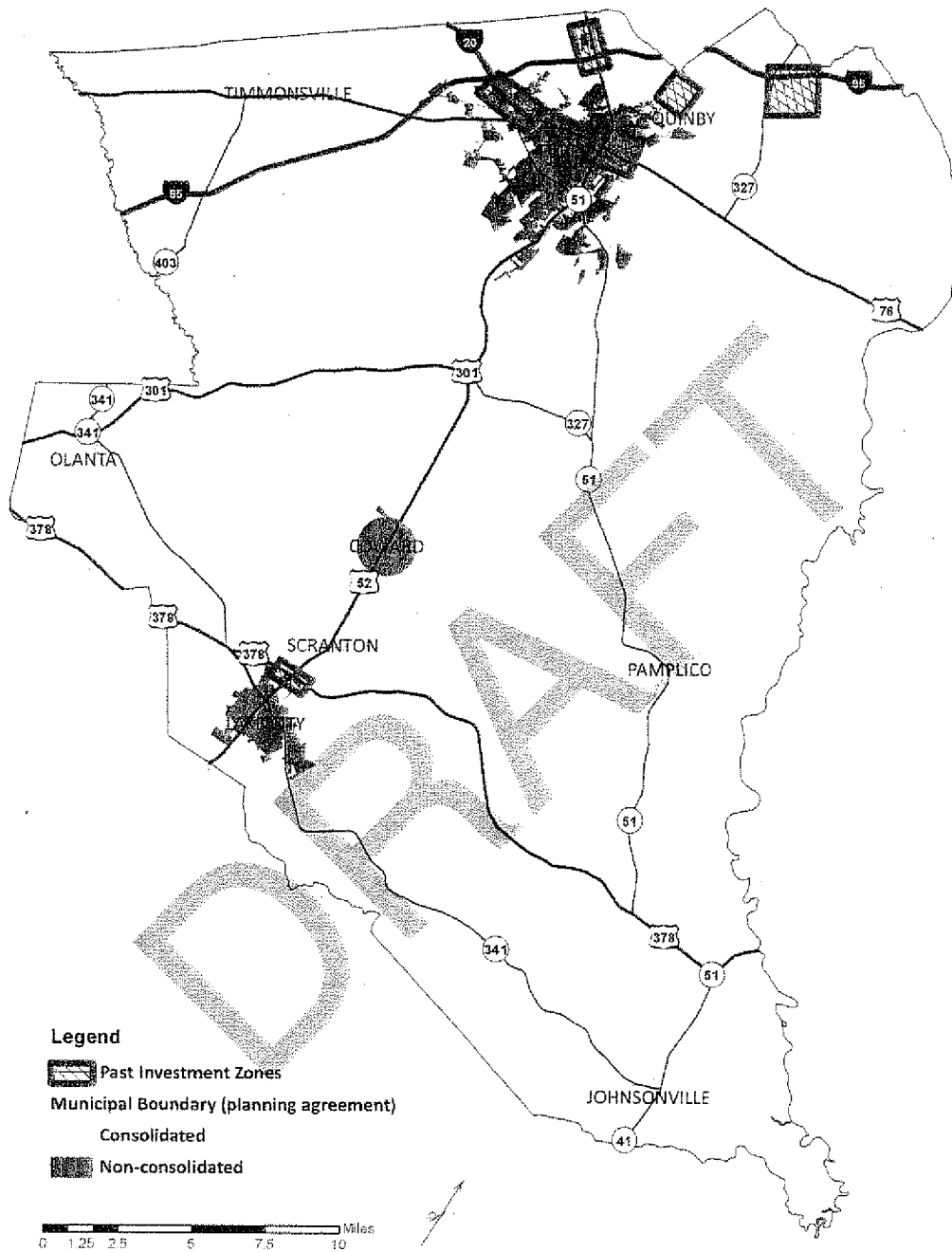
### *Building Permits*

Although not shown in the preceding tables nor sponsored by county funds, building activities by private, public and non-profit entities represent areas of long-term capital investments. Generally, the specific locations of these permits are a result of an anticipated or expanded need for a business, commercial facility or non-profit organization. Tracking the location and value of building permits offers an opportunity to analyze development choices and how private expenditures may relate to public capital improvements.

As part of the analysis for this document, private building activity, represented by permit information, and county capital projects will be compared over a period of time. The resulting trend would then be applied to the next ten years and may show what private investments may be anticipated.

*This area intentionally left blank.*

Figure 9-2. Past Investment Zones.



## Priority Investment Zones

State law prescribes using priority investment zones to indicate areas of significant capital investment and serve as a tool to coordinate investments from multiple stakeholders. Together with information from the Land Use and Transportation elements of this Comprehensive Plan, these zones could help direct development resources to particular areas to maximize use of existing services. In general, these locations of investment may be determined from their proximity to existing services such as utilities.

Incorporating affordable housing plans within these zones can provide adequate access of new developments to county residents regardless of socioeconomic condition, although the role of directly providing affordable housing is assumed by various housing authorities and private investors.

### ***Past Investment Areas***

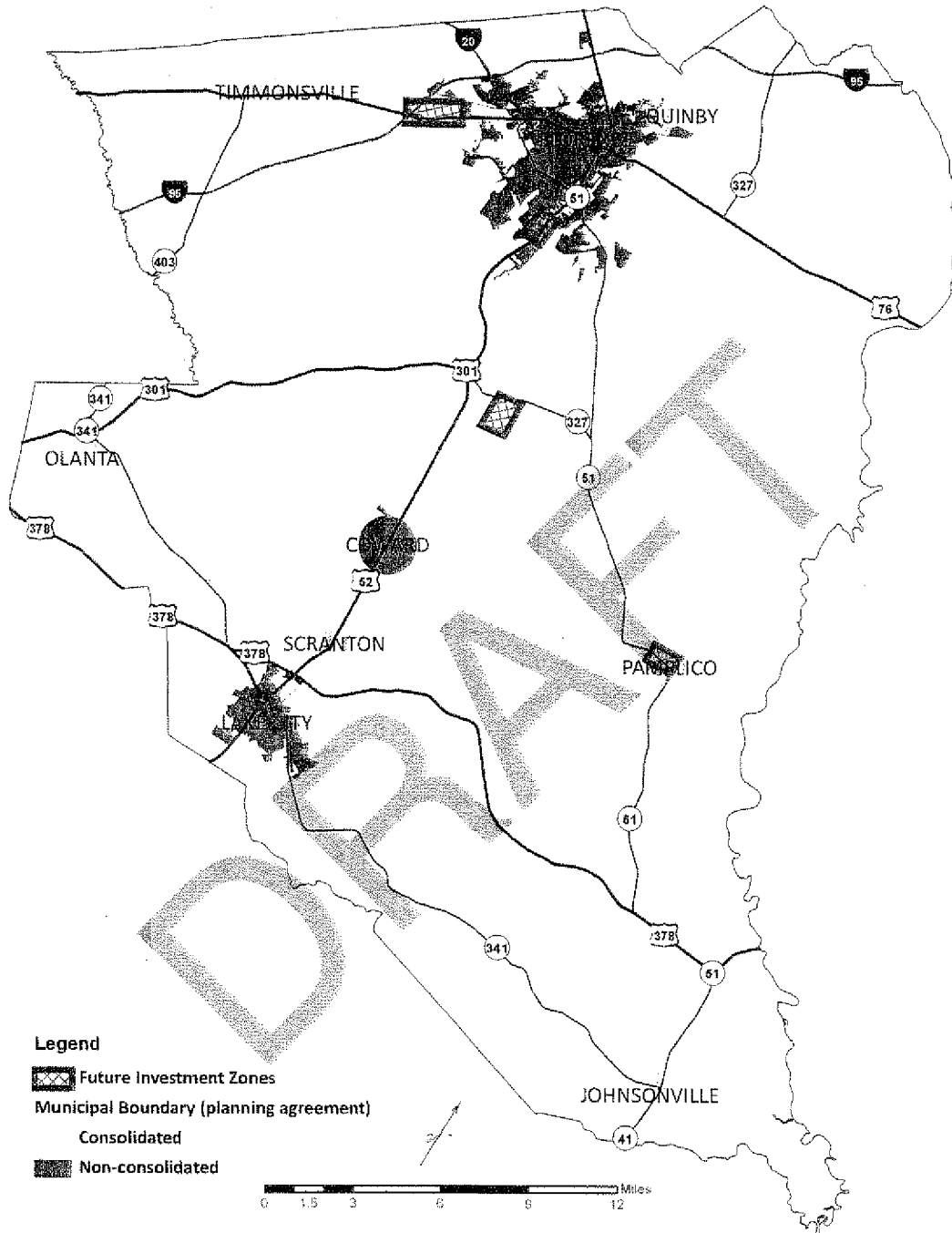
From the analysis of permits and capital project spending since 2006, publicly sponsored capital projects were included in the vicinity of past investment zones. Six zones show significant capital investment activity. Half of these investment zones highlighted in Figure 9-2 closely relate to the location of recent County-sponsored public projects. For example, the Civic Center which is a joint venture with the City of Florence correlates with significant private development in the David McLeod Boulevard corridor. Furthermore, two county-sponsored commercial buildings relate closely to investment zones on US 52 and SC 378.

### ***Future Priority Investment Zones***

Anticipating similar relationships between county and private investment as seen since 2006, future county projects are anticipated to leverage significant private investment over the next ten years. Based on location and value of future planned capital projects, Figure 9-3 displays six priority investment zones anticipated to improve private investments while expanding needed public services.

*This area intentionally left blank.*

Figure 9-3. Future Priority Investment Zones.



In order to facilitate future investment composition, State law directs this document to consider the incorporation of affordable housing and traditional neighborhood design. In order for these elements to be present, appropriate zoning policies may be used to facilitate the implementation of these goals. Future land use designations show how different uses of the county landscape utilize existing natural and provided infrastructure to support different uses (see the Land Use element for more information).

## Potential Funding

Many funding opportunities exist to leverage local bonding capacity. Most recently, the federal government has utilized economic stimulus policy to address national economic conditions. Although Florence County is not considering impact fees, it should be noted that some South Carolina jurisdictions do utilize impact fees to offset the negative impacts of new development on the overall tax burden. Recent erosion of tax digests due to emerging state tax policies has greatly increased the negative impact of many types of development. Impact fees offset costs often associated with new infrastructure (roads, parks, police, fire, etc.) necessary to support more development. According to the American Planning Association (APA), development fees defray these infrastructure improvement costs from the existing taxpayer to the developer. According to the 1998 APA Policy Guide on Impact Fees, "...others may instead bear the incidence of the fee (these may include the original landowner, the developer, or the consumer)." The publication goes on to state that this fee transmission did not decrease development, although the economics in the late 1990's were much more positive than 2008-2010. Generally, impact fees are directed by capital improvement plans that prioritize projects.

*This area intentionally left blank.*

## Goals and Implementation Strategies

### GOAL 1

Provide a safe, healthy, livable and beautiful community that retains its unique identity and heritage.

**Implementation Strategy:** *Seek better alternatives and new ideas that improve the quality of life for Florence County residents. Increase regular public outreach and dialogue among residents and professional organizations.*

**Time Frame:** *Continuous*

### GOAL 2

Explore and evaluate alternative methods of obtaining revenue, leveraging existing funds and obtaining grant monies to fund capital improvements and new infrastructure.

**Implementation Strategy:** *Seek funding opportunities regularly through federal, state and local granting agencies and non-profit organizations. Coordinate grant applications with participating entities, while controlling or reducing recurring costs.*

**Time Frame:** *Continuous*

### GOAL 3

Continue coordination with SCDOT and PDCOG to enhance transportation planning in Florence County.

**Implementation Strategy:**

- *Identification of roadway improvements in future updates of the FLATS Plan and the six-year Transportation Improvement Plan (TIP) that support the development pattern in the Florence County Comprehensive Plan,*
- *Follow long-term planning for state highways that supports the goals of the Florence County Comprehensive Plan,*
- *Design state highways to support the goals of the Florence County Comprehensive Plan, and*
- *Seek funding to enhance transit use according to the FLATS Long-Range Transportation Plan.*

**Time Frame:** *Continuous*

### GOAL 4

Establish a process by which multi-jurisdictional agreements can be made between the County and adjacent jurisdictions and agencies, school boards, fire districts, etc. to ensure coordinated land use planning and provision of services with efficiency.

**Implementation Strategy:** *Prepare and discuss the importance of coordinating building capital projects for each entity and show the fiscal benefits to siting new developments near existing infrastructure and utility support.*

**Time Frame:** *Long-term*

#### **GOAL 5**

Consider implementing an expanded Capital Improvement Plan separately from the budget process that might include funding options in coordination with the land use and transportation elements of the Comprehensive Plan.

**Implementation Strategy:** *Develop a process to draft a very long term Capital Improvement Plan for consideration as a planning guidance tool.*

**Time Frame:** *Long-term*

#### **GOAL 6**

Develop and update priority investment zones for areas within Florence County that facilitate increasing more affordable, workforce and/or senior housing development.

**Implementation Strategy:**

- *Consider 'areas of need' inventory;*
- *Design policies to enhance the ability of cities, towns and housing authorities to develop affordable housing;*
- *Review traditional neighborhood designs as options for property development within PIZs;*
- *Consider mixed-use approach for new and existing developments;*
- *Facilitate an increasingly diverse range of single and multi-family housing;*
- *Implement zoning and permitting schemes that promote these type developments.*

**Time Frame:** *Long-term*



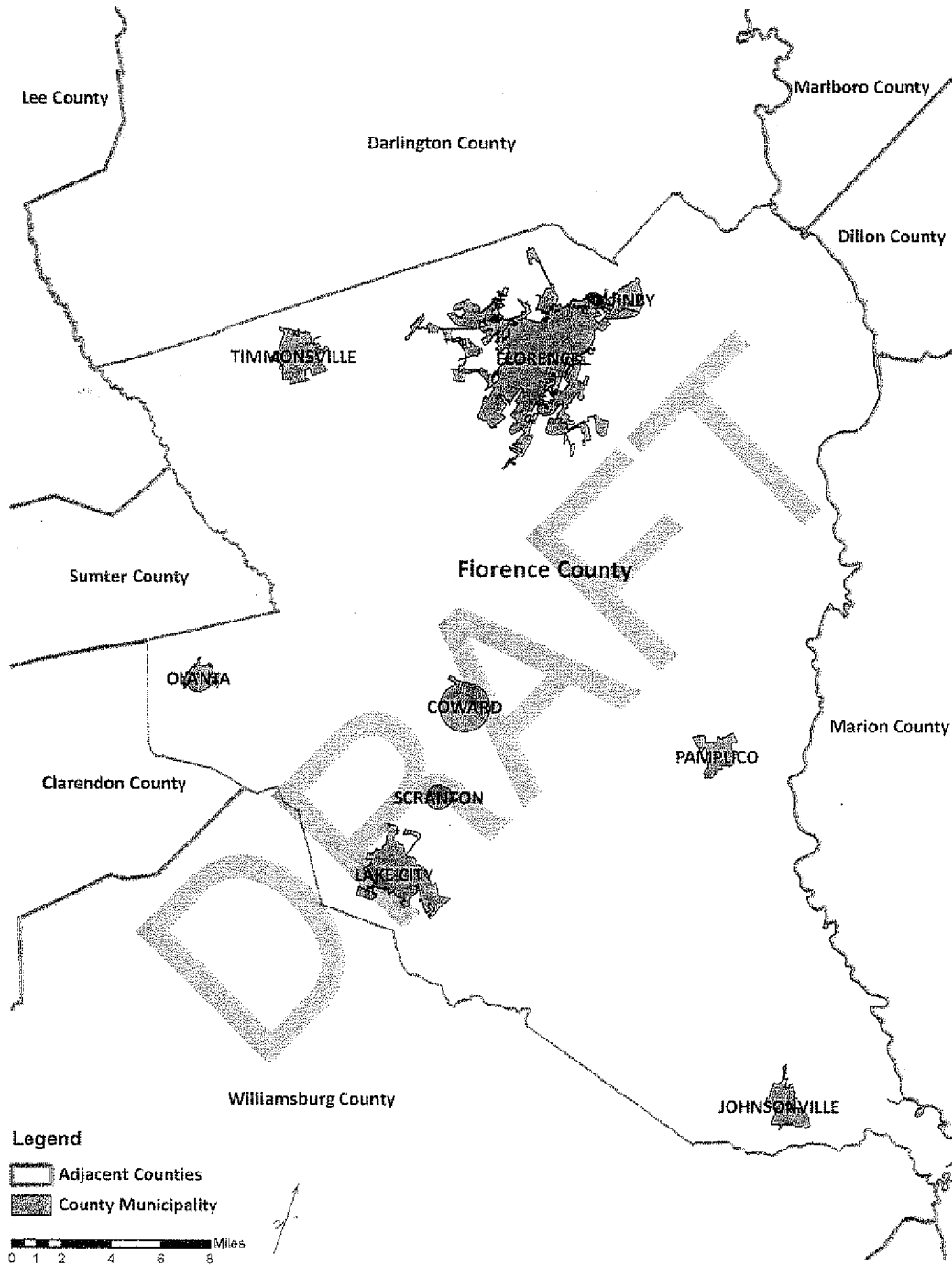
## References Consulted

B & B Group Holdings, July, 2010  
Clarendon County, June, 2010  
City of Florence Community Services, October, 2009  
Florence County Finance Department, January, 2010  
Florence County Parks & Recreation, April, 2010  
Florence School District 1, April, 2010  
Florence School District 5, April 2010  
GEM Management, Inc., March, 2010  
Housing Authority of Florence, October, 2009  
Lake City Housing Authority, November, 2009  
Landmark Property Management, July, 2010  
Meridian Housing, LLC, July, 2010  
The National Bean Market Museum, August, 2010  
Town of Pamplico, April 2010  
Pee Dee Regional Transportation Authority, October, 2009  
PK Management, July, 2010  
SCAPA 2008. South Carolina Chapter of the American Planning Association, "South Carolina Priority Investment Act: Implementation Guide for Local Governments." First Edition, October 15, 2008.  
Scott A. Redinger, Inc., October, 2009  
Senior Citizens Association, October, 2009  
South Lynches Fire District, July, 2010  
South Carolina State Housing Finance and Development Authority, 2009. Accountability Report, FY 2008-2009.  
Southern Development Management, July, 2010  
West Florence Fire District, July, 2010  
Williamsburg County, April 2010

## Appendices

DRAFT

## Appendix A: Adjacent and Surveyed Florence County Jurisdictions



***Appendix B: Element Adoption Date***

Florence County      TBD

DRAFT

# **FLORENCE COUNTY COUNCIL MEETING**

March 15, 2012

**AGENDA ITEM:** Second Reading of Ordinance No. 20-2011/12

**DEPARTMENT:** Economic Development/County Council

## **ISSUE UNDER CONSIDERATION:**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For A Sponsor Affiliate; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

## **OPTIONS:**

1. *(Recommended)* Approve Second Reading of Ordinance No. 20-2011/12.
2. Provide an alternate directive.

## **ATTACHMENTS:**

Copy of proposed Ordinance No. 20-2011/12.

Sponsor(s) : Economic Development  
 First Reading : February 16, 2012  
 Committee Referral : N/A  
 Committee Consideration Date : N/A  
 Committee Recommendation : N/A  
 Public Hearing : March 15, 2012  
 Second Reading : March 15, 2012  
 Third Reading :  
 Effective Date :

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

## ORDINANCE NO. 20-2011/12

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**[Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For A Sponsor Affiliate; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.]**

#### WHEREAS:

1. The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Title 4 and Title 12 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act") (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes ("FILOT") with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Marion County, South Carolina ("Park"); and (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and
2. [Project Fiber], as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities ("Company"), and any Sponsor Affiliates that the Company may designate and have the County approve herein or by subsequent resolution are planning an investment consisting of the expenditure of approximately \$8,000,000 ("Investment") and the creation of approximately 25 jobs ("Jobs") and to acquire by construction, lease and purchase certain land, buildings, furnishings, fixtures, apparatus, and equipment, for the purpose of establishing a manufacturing facility to be located in the County on a parcel more fully described on Exhibit A (collectively, "Project"); and
3. By its Resolution adopted on February 16, 2012, the County identified the Project, as required by the Act; and
4. In accordance with Section 3 of the agreement titled "Agreement for Development of Joint County Industrial and Business Park" approved by the Florence County Council Ordinance #04-2002/03 dated September 19, 2002, as subsequently executed and amended, the Company has requested the County to authorize the expansion of the Park's boundaries to include the Project; and

5. The County has determined to include the Project in the boundaries of the Park and to ensure that the Project remains in the Park for no less than the term of the Fee Agreement; and
6. In connection with the Project, the Company has requested the County to enter into a fee-in-lieu of *ad valorem* taxes agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and create the Jobs; and (ii) the County to provide a FILOT arrangement; and
7. The County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company, the form of which is attached as **Exhibit B** ("Fee Agreement"), but with the principal terms as follows: 30-year term, 6% assessment ratio, and a fixed millage rate equal to the lower of that millage rate in effect for the Project site, for all taxing entities, on June 30, 2011, which the parties hereto believe to be 339.5 mils for the entire term of the FILOT arrangement; (ii) the provision of an annual Special Source Revenue Credit for a period of 10 years equal to 25% of the annual FILOT payment due the County for the Project in the MCIP, including for any facilities being leased by the Company in the County; and (iii) the provision of a job creation grant equal to One-Thousand Dollars (\$1,000) per individual hired by the Company, provided such individual is a resident of the County, the terms and conditions of which will be further set forth in the Fee Agreement or other ancillary incentive agreement between the Company and the County; and
8. The site at which the Project will be located is owned by Colony Square Investment Company, LLC ("Property Owner") and the Property Owner will lease the Project site to the Company; and
9. The County desires to approve the Property Owner as a Sponsor Affiliate for purposes of the FILOT arrangement herein; and
10. The County has determined to provide the Property Owner for the exclusive benefit of the Company, an annual Special Source Revenue Credit for a period of 10 years equal to 25% of those fee-in-lieu of *ad valorem* tax payments due the County for the Project site being leased by the Company, the terms of which are more fully set forth in an infrastructure credit agreement attached hereto as **Exhibit C** ("Infrastructure Credit Agreement").

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

**Section 1. Statutory Findings.** The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) 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; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

**Section 2. Authorization to Execute and Deliver Fee Agreement.** The County Council authorizes and directs the County Council Chairman to execute the Fee Agreement, with any minor modifications and revisions by the County Administrator and the County Attorney, which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Fee Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Chairman and the Clerk to County Council are further authorized and directed to deliver the executed Fee Agreement to the Company.

**Section 3. Authorization to Execute and Deliver Infrastructure Credit Agreement.** The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions by the County Administrator and the County

Attorney, which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Chairman and the Clerk to County Council are further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company and the Property Owner.

**Section 4. *Park Boundaries.*** The expansion of the Park boundaries to include the Project is contained in Ordinance No. 23-2011/12, and the County Council agrees to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Fee Agreement. The Company may request, from time to time, that a portion of the Project be removed from the Park.

**Section 5. *Further Acts.*** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

**Section 6. *Sponsor Affiliates.*** The County Council hereby approves the Property Owner as a Sponsor Affiliate and, at the request of the Company, shall approve any other appropriate and duly qualified future Sponsor Affiliates under the Act by resolution and further agrees, upon request of the Company, to modify the Fee Agreement to reflect the addition of such Sponsor Affiliates as a party thereto.

**Section 7. *General Repealer.*** All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

**Section 8. *Severability.*** Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

FLORENCE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
K.G. "Rusty" Smith, Jr., Chairman  
Florence County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Connie Y. Haselden, Clerk to Council  
Florence County Council

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



**EXHIBIT A**

Legal Description

[To be Provided]

DRAFT

**EXHIBIT B**

**Fee Agreement**

DRAFT

**EXHIBIT C**

**Infrastructure Credit Agreement**

DRAFT

**INFRASTRUCTURE CREDIT AGREEMENT**

**BETWEEN**

**FLORENCE COUNTY, SOUTH CAROLINA**

**AND**

**PROJECT FIBER**

**AND**

**COLONY SQUARE INVESTMENT COMPANY, LLC**

**MAY 17, 2010**

**PREPARED BY:  
PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450 (29201)  
POST OFFICE BOX 1509  
COLUMBIA, SOUTH CAROLINA 29202-1509  
(803) 255-8000**

## INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT ("Agreement") is made and entered into as of April \_\_, 2012, by and among Florence County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Florence County Council ("County Council") as the governing body of the County; Colony Square Investment Company, LLC, a \_\_\_\_\_ limited liability company, its affiliated and related entities and assigns ("CSIC"); and Project Fiber, a \_\_\_\_\_ corporation, authorized to transact business in South Carolina, its affiliated and related entities and assigns, including one or more Sponsor Affiliates ("Company"), with respect to the Project (defined below).

### WITNESSETH:

(a) The County is authorized by Title 4, Chapter 1 and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Act") to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property within these parks as an inducement to companies to locate within the County; and (iii) grant annual credits (each referred to herein as a "Special Source Revenue Credit" or an "SSRC") against the annual fee in lieu of *ad valorem* tax payments to be made to the County to offset the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving a project or for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise to enhance the economic development of the County.

(b) The Company is planning an investment consisting of the expenditure of approximately \$8,000,000 ("Investment Commitment") and the creation of approximately 25 jobs ("Jobs Commitment"), and to acquire by construction, lease and purchase certain land, buildings, furnishings, fixtures, apparatus, and equipment, for the purpose of establishing a manufacturing facility to be located in the County on a parcel more fully described on Exhibit A (collectively, "Project," which includes only those amounts invested by the Company no later than the end of the Initial Investment Period, as that term is defined in the Fee Agreement (defined below)).

(c) The County and the Company entered into a fee-in-lieu of *ad valorem* taxes agreement dated April \_\_, 2012 ("Fee Agreement").

(d) CSIC currently owns the following properties, all of which are located at 1728 North Old River Road, Pamplico, South Carolina, 29583: (i) an approximately 146,930 square foot industrial and office building known as the Cyprus Building, along with approximately 100 acres of adjacent property which includes the adjacent parking lot and access from North River Road in the County ("Cyprus Property"); and (ii) an approximately 273,062 square foot building, commonly referred to as the Pamplico Building, along with approximately 45.726 acres of adjacent property ("Pamplico Property") (the Cyprus Property and the Pamplico Property shall each be referred to herein as a "Property", or taken together, shall be referred to herein as the "Properties").

(e) The Company proposes to lease the Cyprus Property for the purpose of establishing and operating a manufacturing and related facilities in the County for a term anticipated to end on May 31, 2022 and the Pamplico Property for a term anticipated to end on December 31, 2013.

(f) By County Ordinance dated April \_\_, 2012, and a forthcoming companion Ordinance by Marion County, the Project, including the Properties, will be placed in a multi-county industrial park ("Park") as previously formed by that "Agreement for Development of Joint County Industrial and Business Park"

approved by the Florence County Council Ordinance #4-2002/03 dated September 19, 2002, as subsequently executed and amended ("Park Agreement").

(g) Pursuant to the provisions of the Park Agreement, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project within the Park and the monies received from the payments in lieu of taxes are distributed pursuant to the Park Agreement to Marion County and to Florence County (each, a "FILOT Payment").

(h) The County has agreed to provide an Special Source Revenue Credit against the annual FILOT Payments attributable to each of the Properties, for the respective lease terms during which each of the Properties are occupied by the Company, and each Special Source Revenue Credit will equal twenty-five percent (25%) of each annual FILOT Payment for a period of not more than ten (10) years, beginning with first property tax year in which the Company begins leasing each of the respective Properties, projected to be property tax year 2012, subject to the terms and conditions below.

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

**Section 1. *Infrastructure Credit for Properties.*** For each year the Company leases the respective Properties, both of which are projected to begin in property tax year 2012 (*i.e.*, the FILOT Payment due on or before January 15, 2013), the County grants an SSRC for the exclusive benefit of the Company in an amount equal to twenty-five percent (25%) of each Fee Payment due for each of the respective Properties for a period of not more ten (10) years ("Credit Period").

In no event shall CSIC or the Company claim or receive an SSRC, as provided herein, for the any of the applicable Properties for which a FILOT Payment is due unless the Company occupied the applicable Property during the period for which such FILOT Payment is due.

Any SSRC provided under this Agreement shall be used for eligible expenditures, as permitted by the Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company's property, for improved or unimproved real estate or for machinery and equipment provided that any SSRC benefits shall be first deemed to be applied to the eligible expenditures other than the machinery and equipment.

**Section 2. TO BE DETERMINED**

**Section 3. TO BE DETERMINED**

**Section 4. *County to Ensure Project and Properties remain in the Park during Fee Term.*** The County agrees to ensure that the Project and Properties remain in the Park during the Fee Term (as defined in the Fee Agreement). If, for any reason, the Park Agreement is modified, or otherwise terminated, then the County shall ensure that the Project and Properties shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive Special Source Revenue Credit benefits, equal to the Special Source Revenue Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to make arrangements with the Company and CSIC to offer an alternative arrangement that would deliver the same value of the benefits as those Special Source Revenue Credit benefits set forth in this Agreement during the remainder of the Credit Period.

**Section 5. Certification and Claim of Infrastructure Credit.** The Company shall certify and claim the Special Source Revenue Credits set forth in this Agreement by filing, no later than January 15 of each year in which the Company is entitled to claim the respective Special Source Revenue Credit, a completed Annual Certification and Claim Form, substantially in the form attached hereto as **Exhibit B**. Failure to timely file such Annual Certification and Claim Form shall in no way prohibit the Company from claiming the Special Source Revenue Credit(s) provided that such claim shall not be barred by any statute of limitations set forth under the Code of Laws of South Carolina, 1976, as amended.

During the Credit Period, the County Treasurer, no later than February 15 of each year, shall issue a check to the Company in an amount equal to the Special Source Revenue Credit(s) provided that the Company (or CSIC), as applicable, has made the FILOT Payment indicated on the County's bill against which the Special Source Revenue Credit is being claimed. This arrangement shall survive irrespective of any change of ownership relating to the Project that may occur during the Credit Period. To the extent that CSIC receives any Special Source Revenue Credit from the County for the benefit of the Company, CSIC shall, no later than thirty (30) days from receipt of such funds from the County, provide such funds to the Company.

**Section 6. Relationship Between Company and CSIC.** The parties acknowledge and agree that the relationship between the Company and CSIC is a tenant/landlord relationship. The Company and CSIC are not affiliates of one another in any fashion other than for purposes set forth in this Agreement. Anything to the contrary contained in this Agreement notwithstanding, the County acknowledges and agrees that the Company shall not be responsible for any of the obligations of CSIC pursuant to this Agreement or the Act, and CSIC shall not be responsible for any of the obligations of the Company pursuant to this Agreement or the Act.

**Section 7. Notices.** Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after 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:

AS TO THE COUNTY: Florence County, South Carolina

ATTN: Thomas B. Robinson  
County Administrator  
Florence County  
180 North Irby Street  
Florence, South Carolina 29501  
Telephone: (843) 665-3035  
Facsimile: (843) 665-3070  
Email: \_\_\_\_\_

WITH A COPY TO: \_\_\_\_\_  
(shall not constitute notice)

ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

AS TO THE COMPANY: Project Fiber

ATTN: \_\_\_\_\_

Project Fiber

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

WITH A COPY TO:  
(shall not constitute notice)

Parker Poe Adams & Bernstein LLP

ATTN: Sam C. Moses, Esquire  
Parker Poe Adams & Bernstein LLP  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29202  
Telephone: (803) 255-8000  
Facsimile: (803) 255-8017  
Email: [sammoses@parkerpoe.com](mailto:sammoses@parkerpoe.com)

AS TO CSIC:

Colony Square Investment Company, LLC

ATTN: James H. Lagos  
Colony Square Investment Company, LLC  
One South Limestone Street, Suite 1000  
Springfield, Ohio 45502  
Telephone: \_\_\_\_\_  
Facsimile: (937) 323-6564  
Email: [jameshlagos@lagoscentral.com](mailto:jameshlagos@lagoscentral.com)

**Section 8. Binding Effect.** This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company, and its respective successors and assigns, and to CSIC, and its 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 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 9. Counterparts.** The Parties may execute this Agreement in any number of counterparts, in original or by facsimile or electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.



**Section 10. *Governing Law.*** This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

**Section 11. *Amendments.*** The Parties may modify or amend this Agreement only in a writing signed by the Parties.

**Section 12. *Further Assurance.*** From time to time the County shall execute and deliver to the Company or CSIC any additional instruments as the Company reasonably requests to evidence or effectuate the purposes of this Agreement.

**Section 13. *Severability.*** If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company, and CSIC for the benefit of the Company, with the maximum benefits to be derived under this Agreement and the Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage investment in the Project.

**Section 14. *Assignment.*** This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution.

**Section 15. *Limited Obligation.*** THE PROJECT GIVES RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR THE CITY OR ANY OTHER INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

**Section 16. *Force Majeure.*** The Company, or CSIC, is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's, or CSIC's, reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

**FLORENCE COUNTY, SOUTH CAROLINA**

By: K.G. "Rusty" Smith, Jr.  
Its: County Council Chairman

**Attest:**

By: Connie Y. Haselden  
Its: Clerk to County Council

DRAFT

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

PROJECT FIBER

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

IN WITNESS WHEREOF, CSIC has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

COLONY SQUARE INVESTMENT COMPANY, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

**EXHIBIT A**

[Property Descriptions enter here]

DRAFT

**EXHIBIT B**  
**ANNUAL CERTIFICATION AND CLAIM FORM**  
**SPECIAL SOURCE REVENUE CREDIT(S)**

Reference is made to the Infrastructure Credit Agreement, dated as of April \_\_, 2012 ("Agreement"), by and among Florence County, South Carolina ("County"), Colony Square Investment Company, LLC ("CSIC"), and Project Fiber ("Company"). Each capitalized term not defined in this Annual Certification and Claim Form ("Certification") has the meaning contained in the Agreement.

According to the Agreement, the undersigned authorized agent of the Company certifies:

1. The Company is entitled to claim an annual Special Source Revenue Credit against each annual FILOT Payment, for up to 10 years during the Credit Period (as that term is defined in the Agreement), with respect to the Properties (as that term is defined in the Agreement), not exceeding an amount for which a credit is permitted under the Infrastructure Credit Act (as that term is defined in the Agreement).

2. The invoice(s) for the annual FILOT Payment(s) for property tax year 20\_\_, provided by the County Auditor (to CSIC), submitted herewith, specifies the FILOT Payment(s) due with respect to the Properties on January 15, 20\_\_, to be \$\_\_\_\_\_ (Cypress Property) and \$\_\_\_\_\_ (Pamplico Property), respectively. The Company, or CSIC, is remitting or has remitted the total amount of the FILOT Payment(s) for the current property tax year set forth above.

3. The amount of the Special Source Revenue Credit(s) representing 25% of the FILOT Payment(s) due to the Company equals \$\_\_\_\_\_.

The Special Source Revenue Credit(s) specified in this Certificate for the current property tax year, together with the amount of all Special Source Revenue Credits previously claimed pursuant to the Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by CSIC and all investors, for which the Special Source Revenue Credit is permitted under the Infrastructure Credit Act.

IN WITNESS WHEREOF, I have executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

Project Fiber

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, I have executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

Colony Square Investment Company, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**PROPERTY DESCRIPTION**  
**PROJECT SITE**

ALL that certain piece, parcel or tract of land, located in Florence County, South Carolina, shown and designated as "LOT '1A' 4.5 ACRES" as shown on a plat entitled, "A SUBDIVISION PLAT OF LOT 'A' (9.04 ACRES) LOCATED IN FLORENCE COUNTY, SOUTH CAROLINA TRI-COUNTY INDUSTRIAL PARK TO CREATE LOTS '1A' & '2A' OWNED BY CSIC BROTHERS, L.L.C. (sic)", prepared by C. Rogers Jennings SC RLS No. 2960, dated January 27, 2003, and recorded February 5, 2003, in Plat Book K, Page 54 in the Office of the Register of Deeds for Florence County, South Carolina.

BEING a portion of the property conveyed to Colony Square Investment Company, LLC by (i) deed of Tri-County Industrial Park dated August 19, 1997, and recorded August 21, 1997, in Book 1811, Page 079 in the Office of the Register of Deeds for Florence County, South Carolina, (ii) deed of Queen City, Inc. dated September 30, 1997, and recorded October 22, 1997, in Book 1842, Page 020 in said Office, and (iii) deed of Tri-County Industrial Park dated October 22, 1997, and recorded October 22, 1997, in Book 1842, Page 034 in said Office.

TMS No. 122-00-00-129

DRAFT

**FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT**

**BETWEEN**

**PROJECT FIBER**

**AND**

**FLORENCE COUNTY, SOUTH CAROLINA**

**April \_\_, 2012**

**PREPARED BY:**

**PARKER POE ADAMS & BERNSTEIN LLP  
1201 MAIN STREET, SUITE 1450  
COLUMBIA, SOUTH CAROLINA 29201  
(803) 255-8000**



---

## TABLE OF CONTENTS

---

Page

### ARTICLE I DEFINITIONS

<i>Section 1.1</i>	<i>Terms</i> .....	2
--------------------	--------------------	---

### ARTICLE II REPRESENTATIONS AND WARRANTIES

<i>Section 2.1</i>	<i>Representations of the County</i> .....	4
<i>Section 2.2</i>	<i>Representations of the Company</i> .....	4

### ARTICLE III FILOT PAYMENTS

<i>Section 3.1</i>	<i>Negotiated Payments</i> .....	5
<i>Section 3.2</i>	<i>FILOT Payments on Replacement Property</i> .....	7
<i>Section 3.3</i>	<i>Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty</i> .....	7
<i>Section 3.4</i>	<i>Place and Allocation of FILOT Payments</i> .....	8
<i>Section 3.5</i>	<i>Removal of Equipment</i> .....	8
<i>Section 3.6</i>	<i>Damage or Destruction of Project</i> .....	8
<i>Section 3.7</i>	<i>Condemnation</i> .....	8
<i>Section 3.8</i>	<i>Maintenance of Existence</i> .....	9
<i>Section 3.9</i>	<i>Confidentiality/Limitation on Access to Project</i> .....	9
<i>Section 3.10</i>	<i>Assignment and Subletting</i> .....	9
<i>Section 3.11</i>	<i>Addition of Sponsor Affiliates</i> .....	9
<i>Section 3.12</i>	<i>Events of Default</i> .....	9
<i>Section 3.13</i>	<i>Remedies on Default</i> .....	10
<i>Section 3.14</i>	<i>Remedies Not Exclusive</i> .....	10
<i>Section 3.15</i>	<i>Leased Equipment</i> .....	10
<i>Section 3.16</i>	<i>Waiver of Recapitulation Requirements</i> .....	10
<i>Section 3.17</i>	<i>Fiscal Year; Property Tax Year</i> .....	11

### ARTICLE IV MISCELLANEOUS

<i>Section 4.1</i>	<i>Notices</i> .....	11
<i>Section 4.2</i>	<i>Binding Effect</i> .....	12
<i>Section 4.3</i>	<i>County Jobs Grant</i> .....	12
<i>Section 4.4</i>	<i>State Grant</i> .....	12
<i>Section 4.5</i>	<i>Counterparts</i> .....	12

Section 4.6	<i>Governing Law</i> .....	12
Section 4.7	<i>Headings</i> .....	12
Section 4.8	<i>Amendments</i> .....	12
Section 4.9	<i>Further Assurance</i> .....	12
Section 4.10	<i>Severability</i> .....	12
Section 4.11	<i>Limited Obligation</i> .....	13
Section 4.12	<i>Force Majeure</i> .....	13

Exhibit List

Exhibit A – Form of Certificate of Special Source Revenue Credit

DRAFT

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of April \_\_, 2012, by and between Florence County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Florence County Council ("County Council") as the governing body of the County, and Project Fiber, a \_\_\_\_\_ corporation authorized to transact business in the State of South Carolina, along with affiliated or related entities, and assigns, including one or more Sponsor Affiliates, to the extent allowed by and as defined in Section 12-44-30 of the Code, as amended (collectively, "Company") (hereinafter, the County and the Company are referred to individually as a "Party" and, collectively, as "Parties"). ~~[Address addition of Sponsor Affiliate to this Fee Agreement]~~

### WITNESSETH:

(a) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Title 4 and Title 12 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act") (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes ("FILOT") with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Marion County, South Carolina ("Park"); and (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and

(b) Pursuant to the Act, the County affirms that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) 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; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and

(c) The Company is planning an investment consisting of the expenditure of approximately \$8,000,000 ("Investment Commitment") and the creation of approximately 25 jobs ("Jobs Commitment"), which exceeds the requirements for benefits under the Act, and to acquire by construction, lease and purchase certain land, buildings, furnishings, fixtures, apparatus, and equipment, for the purpose of establishing a manufacturing facility to be located in the County on a parcel more fully described on Exhibit A (collectively, "Project"); and

(d) Pursuant to a Resolution adopted February 16, 2012, the County Council identified the Project, as required under the Act, and pursuant to an Ordinance adopted April \_\_, 2012 ("Fee Ordinance"), authorized the (i) to execution and delivery of this Fee Agreement with the Company; (ii) the inclusion of the Project in the Park, as further defined in that "Agreement for Development of Joint County Industrial and Business Park" approved by the Florence County Council Ordinance #4-2002/03 dated September 19, 2002, as subsequently executed and amended ("MCIP Agreement"); (iii) the

provision of Special Source Revenue Credits in amounts as more fully described in this Fee Agreement; and (iv) the provision of a job creation grant equal to One-Thousand Dollars (\$1,000) per individual hired by the Company, provided such individual is a resident of the County, the terms and conditions of which are further set forth in this Fee Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## ARTICLE I DEFINITIONS

*Section 1.1 Terms.* The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Building" means [define]

"Chair" means the Chair of the County Council of Florence County, South Carolina.

"Clerk of County Council" means the Clerk to the County Council of Florence County, South Carolina.

"Code" means the South Carolina Code of Laws, 1976, as amended.

"Commencement Date" means the earlier of (a) the last day of the first property tax year during which Economic Development Property (defined below) is placed in service and (b) the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

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

"County Council" means the Florence County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

"Economic Development Property" means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

"Equipment" means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period as a part of the Project.

"Event of Default" means any Event of Default specified in Section 3.12 of this Fee Agreement.

"Fee Term" or "Term" means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT" means fee in lieu of *ad valorem* tax.

"FILOT Payments" means the payments in lieu of taxes which the Company is obligated to pay to the County.

"Improvements" mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period.

"Initial Investment Period" means the period beginning with the first day that economic development property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. As described in Section 3.1 of this Fee Agreement, the County may extend this period in accordance with the Act.

"Investment" shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, that are made towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development property, without regard to the depreciation that are made towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company, without regard to the depreciation, regardless of the source of payment of such expenditures; and (iv) any other expenditures made by the Company that the County and the Company may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator.

"Investment Period" means the Initial Investment Period plus any extension as authorized by the Act and this Fee Agreement.

"Phase" or "Phases" in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" means with respect to each Phase of the Project the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the twenty-ninth full calendar year, after the Commencement Date, provided, however, the County and the Company are entitled to extend the Phase Termination Date up to the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(20) of the Act, as amended.

"Project" is further defined to include the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Project Site" means [define]

"Real Property" means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, 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; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

"Replacement Property" means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

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

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1 *Representations of the County.*** The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement 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.

(b) The Project constitutes a "project" within the meaning of the Act.

(c) 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 under the Act.

**Section 2.2 *Representations of the Company.*** The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporate entity, duly organized and in good standing under the laws of the State of \_\_\_\_\_, but is authorized to transact business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) 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 for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to undertake the Project in the County.

### **ARTICLE III FILOT PAYMENTS**

#### **Section 3.1 *Negotiated Payments.***

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, as follows: (i) the Company shall make FILOT Payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 during the Initial Investment Period, projected to be December 31, 2017, or December 31, 2022, if the Initial Investment Period is extended as set forth in the Act.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 3.3 hereof):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following twenty-nine years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years, thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 339.5 mils, which is believed to be that rate in effect on June 30, 2011, for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this

Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of thirty (30) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County.

- Step 4: The County shall provide to the Company as permitted under the Infrastructure Credit Act, as amended, a Special Source Revenue Credit ("SSRC") in consecutive annual installments in an amount as provided below for a period of ten (10) years, beginning in the year in which the Company elects to apply the SSRC against the FILOT payment ("Credit Period"). The value of the annual SSRC shall equal twenty percent (25%) of the annual FILOT Payment due for the Project in the Park.

The Company shall certify and claim the SSRC set forth in this Fee Agreement by filing, no later than January 15 of each year in which the Company is entitled to claim the respective SSRC, a completed Certificate of Special Source Revenue Credit, substantially in the form attached hereto as **Exhibit B**. Failure to timely file such Certificate of Special Source Revenue Credit shall in no way prohibit the Company from claiming the SSRC provided that such claim shall not be barred by any statute of limitations set forth under the Code of Laws of South Carolina, 1976, as amended.

During the Credit Period, the County Treasurer, no later than February 15 of each year, shall issue a check to the Company in an amount equal to the SSRC provided that the Company has made the respective payments-in-lieu of ad valorem taxes indicated on the County's bill against which the SSRC is being claimed. This arrangement shall survive irrespective of any change of ownership relating to the Project that may occur during the Credit Period.

The Company is required to use the SSRC to pay for or reimburse itself for eligible expenditures, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company's property, for improved or unimproved real estate or for machinery and equipment provided that any SSRC benefits shall be first deemed to be applied to the eligible expenditures other than the machinery and equipment.

#### **DISCUSS SSRC**

(c) The County agrees to ensure that the Project is incorporated and remains in the Park during the Fee Term. If, for any reason, the MCIP Agreement is modified, or otherwise terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive SSRC benefits, equal to the SSRC benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to make arrangements with the Company to offer an alternative arrangement that would deliver benefits with the same value as those SSRC benefits set forth in this Fee Agreement during the remainder of the Credit Period.

(d) In the event that the Company does not achieve the minimum statutory investment of \$2,500,000 (or such other lower amount as may be established by an amendment to the Act) by the end of the Initial Investment Period, then the fee in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from *ad valorem* taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other



political units as if the Project was and had not been subject to the Act. Any amount determined to be due and owing to the County from the Company with respect to a year or years, during the Initial Investment Period, for which fee in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of fee in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

(e) In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never at a level lower than the level set forth in this Section, pursuant to this Fee Agreement.

(f) In the event that the Act and/or the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which 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 Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

**Section 3.2 FILOT Payments 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 Project, 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 as follows:

(a) to the extent that the income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 3.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project after the Initial Investment Period or, if

applicable, the Investment Period and during the remainder of the FILOT Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

**Section 3.4 Place and Allocation of FILOT Payments.** The Company shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

**Section 3.5 Removal of Equipment.** Subject always to Section 3.3., the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases ("Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) hereof.

**Section 3.6 Damage or Destruction of Project.**

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, 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 substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 3.1 hereof, to the extent allowed by the Act.

(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 Project shall be treated as Removed Components.

**Section 3.7 Condemnation.**

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project 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, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including

the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 3.8 Maintenance of Existence.** The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company or its parent are specifically authorized hereunder; and further, the Company is entitled to cease operations at the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.10 hereof. Such transfers to a successor entity substantially similar to the Company in nature and function are specifically approved and authorized by the County without any further action by the County Council.

**Section 3.9 Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" information and data in its operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company's operations could 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 and pursuant to the County's police powers, 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; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally 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. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, 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.

**Section 3.10 Assignment and Subletting.** This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld.

**Section 3.11 Addition of Sponsor Affiliates.** The County agrees to approve any future sponsor affiliate that would qualify for the benefits offered under this Fee Agreement. Pursuant to Section 12-44-130 of the Act, the Company may request the addition of a sponsor affiliate and, upon approval by resolution of the County Council shall become eligible for the benefits under this Fee Agreement. Joinder?

**Section 3.12 Events of Default.** The following are "Events of Default" under this Fee Agreement, and the term "Events of Default" means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

The FILOT benefits of the Company shall continue hereunder, as provided for under Section 12-24-100 of the Act, so long as the Company has achieved the minimum investment of \$2,500,000 by the end of the Initial Investment Period.

(c) ~~SSRC and GRANT~~

**Section 3.13 Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company of such default and after the expiration of a thirty (30) day cure period, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

**Section 3.14 Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or 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. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

**Section 3.15 Leased Equipment.** To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from at least one third party, under any form of lease, then that personal property, at the Company's sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company. This Fee Agreement is interpreted or modified as appropriate to give proper application to this Fee Agreement to the additional personal property without any amendment to this Fee Agreement; therefore, no action by County Council is required. The County Administrator, after consulting with the County Attorney, is authorized to make modifications, if any, as may be appropriate to give effect to this Section.

**Section 3.16 Waiver of Recapitulation Requirements.** As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements

as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

**Section 3.17 Fiscal Year; Property Tax Year.** If the Company's fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

#### ARTICLE IV MISCELLANEOUS

**Section 4.1 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 three business days after 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.

AS TO THE COUNTY: Florence County, South Carolina  
ATTN: Thomas B. Robinson  
County Administrator  
Florence County  
180 North Irby Street  
Florence, South Carolina 29501  
Telephone: (843) 665-3035  
Facsimile: (843) 665-3070  
Email: \_\_\_\_\_

WITH A COPY TO:  
(shall not constitute notice) ATTN: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

AS TO THE COMPANY: Project Fiber

WITH A COPY TO:  
(shall not constitute notice) Parker Poe Adams & Bernstein LLP  
ATTN: Sam C. Moses, Esquire  
Parker Poe Adams & Bernstein LLP  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29202  
Telephone: (803) 255-8000  
Facsimile: (803) 255-8017  
Email: [sammoses@parkerpoe.com](mailto:sammoses@parkerpoe.com)

**Section 4.2 Binding Effect.** This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns, to the extent allowed by law. 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 4.3 County Jobs Grant.** If, on or before the end of the Initial Investment Period, the Company has achieved the Jobs Commitment under this Fee Agreement, then the Company shall be entitled to receive a cash grant equal to \$1,000 for each employee up to a maximum grant of \$\_\_\_\_\_ ("Jobs Grant"), provided that the Jobs Grant will only apply for those employees that (a) that were a resident of the County on the respective employee's initial hiring date; and (b) has been employed by the Company for no less than 24 months from the employee's hiring date. At the time that the Company desires to claim the Jobs Grant, it shall provide written notification to the County that it has met the requirements to qualify for the Jobs Grant and identify the value of the Jobs Grant to which it is entitled. Within thirty (30) days of receipt of written notice from the Company, ("Notice Period") the County shall issue a check to the Company in the amount of the Jobs Grant stated in such notice. Before the end of the Notice Period, the County may request the Company to allow an inspection of any payroll and employee documentation to verify the number of qualifying employees of the Company and the Jobs Grant due the Company ("Inspection"). If an Inspection is conducted by the County, the County shall have an additional thirty (30) days from the end of the Notice Period to provide a check to the Company for the Jobs Grant.

**Section 4.4 State Grant.** In addition to any benefits being provided to the Company by the County pursuant to this Fee Agreement, the County has agreed to receive and administer a grant for the benefit of the Project in the amount of \$\_\_\_\_\_ from the South Carolina Coordinating Council for Economic Development ("State Grant"). The terms and conditions relating to the State Grant shall be more fully set forth in whatever ancillary agreements the respective parties deem appropriate.

**Section 4.5 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 4.6 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.

**Section 4.7 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 4.8 Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

**Section 4.9 Further Assurance.** From time to time, and at the Company's expense, the County agrees to execute and deliver to the Company such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 4.10 Severability.** 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 so as to most closely effectuate 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 strong inducement to locate the Project in the County.

**Section 4.11 *Limited Obligation.*** NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

**Section 4.12 *Force Majeure.*** 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, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to 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

---

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

(SEAL)

ATTEST:

---

Connie Y. Haselden  
Florence County, South Carolina

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to 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.

PROJECT FIBER

\_\_\_\_\_

BY \_\_\_\_\_

ITS \_\_\_\_\_

DRAFT



**EXHIBIT A**

**[Property Description Enter here]**

DRAFT

**EXHIBIT B**

**[FORM OF]**

**CERTIFICATE OF SPECIAL SOURCE REVENUE CREDIT**

Reference is made to that certain Fee Agreement dated as of April \_\_, 2012 ("Fee Agreement"), by and between Florence County, South Carolina ("County"), and Project Fiber ("Company"). Each capitalized term not defined in this Certificate has the meaning ascribed in the Fee Agreement.

In accordance with the terms of the Fee Agreement, the undersigned authorized agent of the Company certifies to the County:

1. The Company is entitled to claim a Special Source Revenue Credit (each, a "Credit") against each annual FILOT Payment, for up to 10 years during the term of the Fee Agreement, for a portion of each FILOT Payment, as set forth in Article III of the Fee Agreement, with respect to the Project in the Park, not exceeding an amount for which a credit is permitted under the Infrastructure Credit Act.

2. The invoice(s) for the annual FILOT Payments for tax year 20\_\_, provided by the County Auditor, specifies the FILOT Payments due with respect to the Project on January 15, 20\_\_, to be as follows:

\$\_\_\_\_\_ (FILOT Bill #\_\_\_\_\_)

\$\_\_\_\_\_ (FILOT Bill #\_\_\_\_\_)

Total: \$\_\_\_\_\_

3. The amount of the Special Source Revenue Credit representing (25%) of the Total of the FILOT Payments due to the Company equals \$\_\_\_\_\_.

4. The Company is ~~remitting~~ or has remitted the total amount of the FILOT Payment(s) listed herein for the current property tax year set forth above.

5. The Credit specified in this Certificate for the current Property Tax Year, together with the amount of all Credits previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Company and all investors, for which a Credit is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

PROJECT FIBER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# FLORENCE COUNTY COUNCIL MEETING

March 15, 2012

**AGENDA ITEM:** Introduction - Ordinance No. 21-2011/12

**DEPARTMENT:** Procurement

## **ISSUE UNDER CONSIDERATION:**

(An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And to Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.)

## **POINTS TO CONSIDER:**

1. Florence County currently owns property located at 124 Epps Street, Lake City, South Carolina, Tax Map Number 80008-12-008, which formerly served as the old Lake City Health Department building.
2. The County has no future plans for the property and Florence School District Three has expressed an interest in the property.
3. Council can declare the property as surplus property and authorize the conveyance thereof to Florence School District Three.

## **OPTIONS:**

1. *(Recommended)* Introduce Ordinance No. 21-2011/12.
2. Provide an Alternate Directive.

## **ATTACHMENTS:**

1. Ordinance No. 21-2011/12.
2. Correspondence from Dr. Keith Callicutt, Interim Superintendent and Yvonne E. Scott, Senior Director of Student Services dated December 2, 2011.
3. Proposed Deed conveying property to Florence School District Three.

Sponsor(s) : Procurement  
First Reading/Introduction : March 15, 2012  
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. 21-2011/12**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY**

**(An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And to Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.)**

**WHEREAS:**

1. Florence County currently owns property located at 124 Epps Street, Lake City, South Carolina, Tax Map Number 80008-12-008, which formerly served as the old Lake City Health Department building; and
2. The County has no future plans for the property and Florence School District Three has expressed an interest in the property; and
3. Council can declare the property as surplus property and authorize the conveyance thereof to Florence School District Three.

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

1. Property designated as Tax Map Number 80008-12-008, located at 124 Epps Street, Lake City, South Carolina, formerly known as the old Lake City Health Department building, is hereby declared surplus.
2. The conveyance of the property to Florence School District Three is hereby authorized and the County Administrator is authorized to proceed with the execution of a Quitclaim Deed, prepared by the County Attorney.
3. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
K. G. Rusty Smith, Jr., Chairman  
COUNCIL VOTE:

OPPOSED:

ABSENT:

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



## FLORENCE COUNTY SCHOOL DISTRICT THREE

Post Office Drawer 1389 • 125 S. Blanding Street

Lake City, South Carolina 29560

Phone: (843) 374-8652 • Fax (843) 374-2946

[www.florence3.k12.sc.us](http://www.florence3.k12.sc.us)

December 2, 2011

County Councilman K.G. "Rusty" Smith  
P.O. Box 369  
Lake City, South Carolina 29560

Re: Building Acquisition

Dear Councilman Smith:

When given the opportunity to learn, people are empowered to contribute fully to the development of their lives, their communities, and their countries. Removing barriers to students' learning by focusing on the whole child is an integral part of the mission of Florence County School District Three (FCSD3), which is "to ensure all students are prepared for success". The district works with parents, businesses, community organizations, churches, county and governmental agencies and other organizations to change the lives of all students.

This letter is a request for your assistance in securing a building that can be used as a temporary shelter for students and families in the Florence County School District Three attendance zone. Securing a temporary shelter will enable families to focus on the resources available to them without the constant fear of worrying where they will sleep and of being harmed.

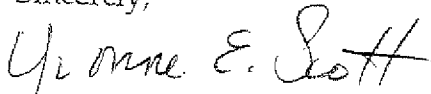
FCSD3 makes every effort to assist families within the FCSD3 attendance zones who are experiencing hardship due to circumstances beyond their control. Many of our families are homeless due to economic circumstances or as a result of losing their home in a fire. As the winter approaches, families are losing their homes to fire almost monthly. Recently, November 29, 2011, a family of ten lost their home to fire. They are now homeless and are in desperate need of temporary shelter. The family is displaced and the children have not attended school this week.

In order for children to be successful, FSD3 seeks to remove some of the barriers that would interfere with students being focused and attentive. We rely on contributions, monetary or otherwise, to assist in meeting the needs of our families.

We have always been able to come to you when situations occur that jeopardize the quality of life of the residents of this county. We are thankful for all the effort you put forth to help make a difference in the lives of others. We believe strongly that "It takes a village to raise a child".

Your immediate attention and consideration to our request is greatly needed and appreciated. Thank you in advance. You may contact me at (843) 374-8652 or [yscott@florence3.k12.sc.us](mailto:yscott@florence3.k12.sc.us), if you have questions or concerns.

Sincerely,



Yvonne E. Scott

Senior Director of Student Services



Dr. V. Keith Callicutt, Interim Superintendent, FCSD3

cc: Senator Hugh K. Leatherman  
Senator J. Yancey McGill  
Sheila Knotts, Office of Superintendent  
Cynthia Grant, Office of Student Services

**Title Not Certified By D. Malloy McEachin, Jr.**

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF FLORENCE         )     QUIT CLAIM DEED

Grantee's Address:

**KNOW ALL MEN BY THESE PRESENTS,** That Florence County, a political subdivision of the State of South Carolina, of the County of Florence, in the State of South Carolina, for and in consideration of the sum of Five Dollars and No/100 (\$5.00), love and affection the Grantor(s), in hand paid at and before the signing of these presents by Grantee(s) of the County in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release all our right, title and interest unto the said Florence School District Three, all our right title and interest to the herein below described property, to wit:

All that certain lot of land situate on the Western side of Epps Street, in the City of Lake City, County of Florence, State of South Carolina, being shown and designated as Lot No. 2 on a plat of the Anderson Heirs' property in Lake City, made by Ebert E. Floyd, Surveyor, November 7, 1958. Said lot of land, according to said plat, is described as follows: Beginning at a point in the Western margin of Epps Street 289.25 feet South of the intersection of Epps Street and John Street, thence running along said Epps Street S.41 degrees 45 minutes West 149.25 feet to a point; thence running N.45 degrees 14 minutes West 224.4 feet to a point; thence running N.44 degrees 55 minutes East 146 feet to a point, thence running South 46 degrees 04 minutes East 216.8 feet to Epps Street and the point of beginning; being bounded: North by lot of Dr. R. T. Whitehead, Jr.; East by Epps Street; South by land of Holloway and possibly other; and West by lot of C. J. Evans.

This being the same property conveyed to the grantor herein by Deed dated September 3, 1959 and recorded in Deed Book 194, at Page 264, in the Office of the Clerk of Court for Florence County.

Florence County TMS #80008-12-008

**TOGETHER** with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

**TO HAVE AND TO HOLD** all and singular the premises before mentioned unto the said Grantee, its heirs and assigns forever, so that neither the said Grantor or its heirs, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

WITNESS My Hand and Seal this \_\_\_\_\_ day of February, 2012.

Signed, Scaled and Delivered  
In The Presence of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
K. G. Smith, Jr., Chairman  
Florence County Council



# FLORENCE COUNTY COUNCIL MEETING

March 15, 2012

**AGENDA ITEM:** Introduction - Ordinance No. 22-2011/12

**DEPARTMENT:** Economic Development

## **ISSUE UNDER CONSIDERATION:**

(An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P. And Med3000, Inc. And Matters Relating Thereto.)

## **OPTIONS:**

1. *(Recommended)* Introduce Ordinance No. 22-2011/12.
2. Provide An Alternate Directive.

## **ATTACHMENT:**

Ordinance No. 22-2011/12.

Sponsor(s) : Economic Development  
 First Reading/Introduction : March 15, 2012  
 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. 22-2011/12

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**(An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P. And Med3000, Inc. And Matters Relating Thereto.)**

#### WHEREAS:

1. Florence County (the "County"), a public body corporate and politic organized and existing under the laws of the State of South Carolina has, by Inducement Resolution No. 08-2011/12 adopted on September 15, 2011 (the "Resolution") (referring to the Project, defined below, by its code name, "Project KF"), committed to enter into a Fee Agreement with XEL Florence, L.P. and MED3000, Inc. (collectively referred to herein as the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and
2. The County and the Company desire to enter into a Fee Agreement as defined in the Act concerning new and/or additional manufacturing, testing, research, development and/or operational capacity and/or an expansion at an existing manufacturing facility located in the County and any and all activities relating thereto, and which will consist of certain land, buildings or other improvements thereon and/or all machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein (which properties and facilities constitute a project under the Act and are referred to hereinafter as the "Project"). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County hereby agrees to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company certain benefits intended by the Act; and
3. It is anticipated that the Project will represent an investment in excess of \$5 million and approximately 50 new jobs in the County (without regard to whether some or all of the investment is included in the Fee Agreement); and
4. There has been prepared and presented to this meeting of Florence County Council (the "County Council") the proposed form of the Fee Agreement between the County and the Company; and
5. Appears that the Fee Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

**Section 1.** Pursuant to the Act and particularly Section 12-44-40(I) thereof, the County Council has made and hereby makes the following findings on the basis of the information supplied to it by the Company:

- (a) The Project constitutes a "project" as said term is referred to and defined in Section 12-44-30 of the Act;
- (b) 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;
- (c) 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 their general credit or taxing power;
- (d) The purposes to be accomplished by the Project are proper governmental and public purposes;
- (e) The benefits of the Project are greater than the costs; and
- (f) 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, within the meaning of the Act.

**Section 2.** In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, 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 Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each 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 consummation of all transactions contemplated by the Fee Agreement is hereby approved and authorized.

**Section 5.** This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

**Section 6.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision 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 7.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

SIGNED:

\_\_\_\_\_  
Connie Y. Haselden, Council Clerk

\_\_\_\_\_  
K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

DRAFT

STATE OF SOUTH CAROLINA )  
COUNTY OF FLORENCE )

I, the undersigned, Clerk to County Council of Florence County ("County Council") DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County Council, South Carolina, as of this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Clerk to Florence County Council  
Florence County, South Carolina

~#4841-1366-6573 v.2~2/24

DRAFT

DRAFT

2/27/12

FEE AGREEMENT

AMONG

FLORENCE COUNTY, SOUTH CAROLINA

XEL FLORENCE, L.P.

AND

MED3000, INC.

DATED  
EFFECTIVE AS OF

\_\_\_\_\_, 2012

## TABLE OF CONTENTS

	PAGE
ARTICLE I    WAIVER OF RECAPITULATION; DEFINITIONS.....	2
SECTION 1.1. <i>Waiver of Statutorily Required Recapitulation</i>	2
SECTION 1.2. <i>Rules of Construction; Use of Defined Terms</i>	2
SECTION 1.3. <i>Definitions.</i>	2
ARTICLE II    LIMITATION OF LIABILITY; INDUCEMENT.....	4
SECTION 2.1. <i>Limitation of Liability</i>	4
SECTION 2.2. <i>Inducement</i>	4
ARTICLE III    REPRESENTATIONS, WARRANTIES AND COVENANTS.....	5
SECTION 3.1. <i>Representations and Warranties of the County</i>	5
SECTION 3.2. <i>Covenants by the County</i>	5
SECTION 3.3. <i>Representations and Warranties of the Company</i>	6
SECTION 3.4. <i>Representations and Warranties of the Tenant</i>	6
ARTICLE IV    COMMENCEMENT    AND    COMPLETION    OF    THE    PROJECT; MODIFICATIONS.....	7
SECTION 4.1. <i>The Project.</i>	7
SECTION 4.2. <i>Diligent Completion</i>	7
SECTION 4.3. <i>Modifications to Project</i>	7
ARTICLE V    PAYMENTS-IN-LIEU-OF-TAXES;    DISPOSITION    OF    PROPERTY; REPLACEMENT PROPERTY; FEE TERM.....	8
SECTION 5.1. <i>Payments-in-Lieu-of-Taxes</i>	8
SECTION 5.2. <i>Disposal of Property; Replacement Property.</i>	9
SECTION 5.3. <i>Fee Term.</i>	10
ARTICLE VI    PROPERTY TAX EXEMPTION AND ABATEMENT.....	10
SECTION 6.1. <i>Protection of Tax Exempt Status of the Project</i>	10

SECTION 6.2. <i>Rescission and Reversion in the Event of Termination</i>	11
ARTICLE VII EFFECTIVE DATE.....	11
SECTION 7.1. <i>Effective Date</i>	11
ARTICLE VIII SPECIAL COVENANTS.....	11
SECTION 8.1. <i>Confidentiality/Limitation on Access to Project</i>	11
SECTION 8.2. <i>Indemnification Covenants.</i>	11
SECTION 8.3. <i>Assignment and Leasing</i>	12
ARTICLE IX EVENTS OF DEFAULT AND REMEDIES.....	13
SECTION 9.1. <i>Events of Default Defined</i>	13
SECTION 9.2. <i>Remedies on Default</i>	13
SECTION 9.3. <i>No Remedy Exclusive</i>	14
SECTION 9.4. <i>No Additional Waiver Implied by One Waiver</i>	14
ARTICLE X OPTION TO TERMINATE.....	14
SECTION 10.1. <i>Option to Terminate</i>	14
ARTICLE XI MISCELLANEOUS.....	14
SECTION 11.1. <i>Notices</i>	14
SECTION 11.2. <i>Binding Effect</i>	16
SECTION 11.3. <i>Rescission and Severability</i>	16
SECTION 11.4. <i>Payments Due on Saturday, Sunday And Holidays</i>	17
SECTION 11.5. <i>Fiscal Year; Property Tax Year</i>	17
SECTION 11.6. <i>Amendments, Changes and Modifications</i>	17
SECTION 11.7. <i>Execution of Counterparts</i>	17
SECTION 11.8. <i>Law Governing Construction of Fee Agreement</i>	17
SECTION 11.9. <i>Filings.</i>	17
SECTION 11.10. <i>Headings</i>	17



DRAFT

## FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into effective as of \_\_\_\_\_, 2012, by and among 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; XEL FLORENCE, L.P., a Delaware limited partnership (the "Company"); and MED3000, INC., a Delaware corporation (the "Tenant"). Each of the County, the Company and the Tenant may be referred to herein individually as a "Party" or collectively as the "Parties".

## 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 Company owns economic development property within the State and the County and has entered into a lease dated as of August 15, 2011 with the Tenant, pursuant to which the Company and the Tenant will construct the Project (as defined herein) on said property on the terms and conditions set forth in such lease;

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 an Inducement Resolution adopted on September 15, 2011 (Resolution No. 08-2011/12) (the "Inducement Resolution"), the County committed to enter into a Fee Agreement concerning the Project, which was referred to as "Project KF" in the Inducement Resolution;

WHEREAS, it is anticipated that the Project will represent an investment in excess of \$5 million and approximately 50 new jobs in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exempt investments);

WHEREAS, the Parties desire to enter into the Fee Agreement regarding the Project as contemplated by the Inducement Resolution; and

WHEREAS, pursuant to Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2012 (the "Ordinance"), as an inducement to the Company and the Tenant to develop the Project, the County Council authorized the County to enter into a Fee Agreement with the Company and the Tenant which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof.

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

## ARTICLE I WAIVER OF RECAPITULATION; DEFINITIONS

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the Parties 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.

**SECTION 1.3. *Definitions.***

**"Act"** means Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended.

**"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 Parties have entered into this Fee Agreement.

**"Company"** means XEL Florence, L.P., a Delaware limited partnership, and its successors and assigns.

**"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 and this Fee Agreement.

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

**"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 effective as of \_\_\_\_\_, 2012, among the Parties.

**"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 therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

**"Inducement Resolution"** means Resolution No. 08-2011/12 of the County Council adopted on September 15, 2011, committing the County to enter into this Fee Agreement.

**"Investment Period"** means the period beginning with the first day that economic development property for the 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(b) hereof.

**"Lease"** means the lease dated August 15, 2011 between the Company and the Tenant concerning Project property.

**"Ordinance"** means Ordinance No. \_\_\_\_\_ adopted by the County Council on \_\_\_\_\_, 2012, authorizing this Fee Agreement.

**"Parties"** means, collectively, the County, the Company and the Tenant, and **"Party"** means any of the foregoing individually.

**"Payments-in-Lieu-of-Taxes"** means the payments to be made by the Tenant on behalf of the Company pursuant to Section 5.1 of this Fee Agreement.

**"Project"** means the Equipment, Improvements, and Real Property owned by the Company, 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 property shall consist of

such property so identified by the Company, or by the Tenant on behalf of the Company, in connection with its 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.

**“Project Site”** means the land identified in Exhibit A hereto.

**“PSA”** means Pathology Service Associates, LLC, a Delaware limited liability company, and its successors and assigns.

**“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.

**“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.

**“Tenant”** means MED3000, Inc., a Delaware corporation, and its successors and assigns.

Any reference to any agreement or document in this Article 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.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

**SECTION 2.2.      *Inducement.*** The Parties acknowledge that pursuant to the Act, and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be

subject to *ad valorem* property taxation in the County, and that this factor, among others, has induced the Company and the Tenant 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 and the Tenant and covenants with the Company and the Tenant as follows:

(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 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) 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 has been repealed, revoked, amended or rescinded.

(d) All consents, authorizations and approvals required on the part of the County and other applicable Governmental Bodies 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.

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

(f) Based on information supplied by the Company and the Tenant, 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 property comprising the Project shall be considered economic development property under the Act.

**SECTION 3.2.**     *Covenants by the County.* The County covenants with the Company and the Tenant as follows:

(a) The County agrees to do all things deemed reasonably necessary in connection with the Project, including, but not limited to, performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) The County agrees to consider any request the Company or the Tenant 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.

**SECTION 3.3. *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County and the Tenant:

(a) The Company is a limited partnership duly organized and validly existing under the laws of the State of Delaware. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) 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) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(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.

**SECTION 3.4. *Representations and Warranties of the Tenant.*** The Tenant makes the following representations and warranties to the County and the Company:

(a) The Tenant is a corporation duly organized and validly existing under the laws of the State of Delaware. The Tenant has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Tenant 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 Tenant is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Tenant in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Tenant.

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

(e) It is anticipated that the Project will represent an investment in excess of \$5 million and approximately 50 new jobs in the County (without regard to whether some or all of the investment is included in a FILOT arrangement).

(f) In accordance with and as required by Section 12-44-40(F) of the Act, the Tenant commits to a Project which meets the minimum investment level required under the Act.

#### **ARTICLE IV**

#### **COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS**

##### **SECTION 4.1.      *The Project.***

(a) The Company and the Tenant have acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprises the Project.

(b) Pursuant to the Act, the Parties 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 and the Tenant may place property into service at any time under this Fee Agreement.

**SECTION 4.2.      *Diligent Completion.*** The Company and the Tenant agree to use their reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, neither the Company nor the Tenant shall be obligated to complete the acquisition of the Project and either of them may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Section 10.1.

**SECTION 4.3. *Modifications to Project.*** The Company or the Tenant 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 its business purposes.



**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 Article X, Section 3 of the South Carolina Constitution and as economic development property under the Act, the Project is exempt from *ad valorem* property taxes. However, the Tenant (on behalf of the Company) shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Tenant (on behalf of the Company) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a)     The Tenant (on behalf of the Company) agrees 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 property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to 343.7 mils. The fair market value for the Project shall be determined as follows:

If real property is constructed for the fee or is purchased in an arm's length transaction, the fair market value of real property is determined by using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise the property must be reported at its fair market value for *ad valorem* property taxes as determined by appraisal. The fair market value estimate established for the first year of this Fee Agreement shall remain the fair market value of the real property for the life of this Fee Agreement.

(b)     The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, 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 Tenant (on behalf of 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 Project 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 subsections (a) and (b) above

for a period not exceeding 20 years following the year in which such property is placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a) and (b) above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) 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; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 20-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(e) If the Company does not timely meet the minimum investment level required under Section 12-44-130 of the Act, this Fee Agreement shall terminate and the Tenant (on behalf of the Company) shall make the payments to the County required by Section 12-44-140(B) of the Act.

(f) If at any time during the term of this Fee Agreement following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsection (a) above in accordance with Section 12-44-140(C) of the Act.

(g) The County hereby agrees that the Tenant shall have the right and obligation to make all Payments-in-Lieu-of-Taxes on behalf of the Company hereunder, in accordance with the applicable obligations of the Company and the Tenant under the Lease, and the County shall accept all Payments-in-Lieu-of-Taxes made hereunder by the Tenant (regardless of whether or not such Payments are specifically designated as being on behalf of the Company). The County also agrees that, due to the provisions of the Lease, the Tenant shall have the primary obligation to make the Payments-in-Lieu-of-Taxes to the County under this Fee Agreement, and, should the Tenant default at any time in the timely payment of any required Payments-in-Lieu-of-Taxes under this Fee Agreement, the County shall provide the Company with notice of such delinquent payment, and the Company shall be given at least 30 days from the date of such notice to make any such required payment without penalty.

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

(a) In any instance where the Company or the Tenant 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 or the Tenant, as applicable, may remove such item (or such portion thereof as the Company or the Tenant 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 therefor. 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. Subject to the provisions of Section 5.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 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.

(b) The Company or the Tenant 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, to the extent permitted by the Act, 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 unless extended in accordance with this Fee Agreement. 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 or the Tenant 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 or any political subdivision thereof, the Parties covenant that:

(a) to the extent allowed by law, 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;

(b) the Parties have not committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County; and

(c) the Parties will maintain the identity of the Project as a "project" in accordance with the Act.

**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 are subject to State, County, or other local property taxes, then, at the option of the Company or the Tenant, the provisions of Section 11.3 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company or the Tenant 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 and the Tenant utilize confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's and the Tenant's operations could result in substantial harm to the Company and the Tenant and could thereby have a significant detrimental impact on the Company's or the Tenant's employees and also upon the County and the Tenant. Therefore, the County agrees that, subject to the provisions of Section 11.9 hereof, except as required by law, and except as operating for other purposes in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County) 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; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such clearly marked and identified information, neither the County nor any employee, agent, or contractor of the County shall knowingly 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. Prior to disclosing any clearly marked and identified confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company or the Tenant 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 or the Tenant to any third party, the County agrees to provide the Company or the Tenant, as applicable, with reasonable advance notice of such requirement before making such disclosure.

**SECTION 8.2.**      *Indemnification Covenants.*

(a) The Company and the Tenant each shall and agree to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its county council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its county council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company and the Tenant shall indemnify and hold harmless the County and its county council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company and the Tenant at their own expense shall defend the County and its county council members, officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, neither the Company nor the Tenant shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

**SECTION 8.3. Assignment and Leasing.** With the County's consent, approval or ratification, which shall not be unreasonably withheld, any of the Company's or the Tenant's interest in the Project, including any economic development property comprising the Project, and/or this Fee Agreement may be transferred or assigned by the Company or the Tenant, or any assignee of the foregoing, to any other entity in accordance with the Act; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. Such financing-related transfers include any transfer involving the Company, the Project, the Company's interest in the Project and any related economic development property comprising the Project, and which would relate to, without limitation, any sale-leaseback arrangement; equipment or or property lease; build-to-suit lease; synthetic lease; nordic lease; defeased tax benefit; transfer lease; assignment; sublease; or similar arrangement, regardless of the tax identity of the income tax owner of the interest in the economic development property. Notwithstanding any provision to the contrary in the Act, this Fee Agreement or the Lease, any equity or ownership interest in the Company may be sold, disposed, reorganized or otherwise transferred, without the consent of, or the requirement of any notice to, any of the Parties. The County also hereby expressly consents to any and all transfers or assignments of any interest in the Project, including any economic development property comprising the Project, by the Company or any successor or assignee to the Tenant or to PSA. The County further agrees that the County Council can provide any desired consent, approval or subsequent ratification to any requested transfer or assignment by a resolution of County Council or by a letter or other writing executed by the County Administrator. A transaction or

an event of sale, assignment, leasing, transfer of an interest herein, disposal or replacement of all or part of the Project (i) shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act, except as otherwise required by the Act, and (ii) shall not constitute a termination or modification of the Lease or the respective rights and obligations of the Company and Tenant thereunder.

## 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" under this Fee Agreement:

(a) If the Tenant or the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Fee Agreement and such failure shall continue for 30 days after Tenant's and the Company's receiving written notice of default from the County; or

(b) If the Company or the Tenant shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the Tenant, as applicable (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company and the Tenant by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company or the Tenant, as applicable, is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the Tenant, as applicable, is diligently attempting to cure such default during such period, 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, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any state, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the Tenant, as applicable, made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 9.2.**      *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, 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, and shall have a first priority

lien status as provided in Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended. Notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge that the County shall not under any circumstances have the right to terminate the Lease or modify the rights and obligations of the Company or the Tenant thereunder.

**SECTION 9.3.      *No Remedy Exclusive.*** No remedy herein conferred upon or reserved to the Parties 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 9.4.      *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 Parties and thereafter waived by the other party 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.

## **ARTICLE X OPTION TO TERMINATE**

**SECTION 10.1.      *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 to the County, the Company or the Tenant may terminate this Fee Agreement with respect to the entire Project or any portion thereof; provided, that the Company shall not exercise such termination without the prior written approval of the Tenant, which may be withheld in the Tenant's sole discretion, unless an event of default has occurred and is continuing under the Lease (in which case the Company may terminate this Fee Agreement in its sole discretion). Upon termination of all or part of this Fee Agreement, the Company and the Tenant will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lien-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

## **ARTICLE XI MISCELLANEOUS**

**SECTION 11.1.      *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 11.1:

If to the Company:

XEL Florence, L.P.  
c/o Lexington Plaza Realty Trust  
One Penn Plaza  
Suite 4015  
New York, NY 10119  
Attention: Natasha Roberts

With copies to:

Lexington Realty Trust One  
Penn Plaza  
Suite 4015  
New York, NY 10119  
Attention: Joseph Bonventre, Esq.

With copy of any notices of default only to:

Eiseman Levine Lehrhaupt & Kakoyiannis, P.C.  
805 Third Avenue, 8<sup>th</sup> Floor  
New York, NY 10022  
Attention: Jonathan Eiseman, Esq.

If to the Tenant:

MED3000, Inc.  
680 Anderson Drive  
Foster Plaza 10  
Pittsburgh, PA 15220  
Attention: Robert C. Gallo II,  
Executive Vice President & General Counsel



With copies to:

Pathology Service Associates, LLC  
1362 Celebration Boulevard  
Florence, SC 29501  
Attention: Chief Executive Officer

With a further copy to:

Reed Smith LLP  
Reed Smith Centre  
225 Fifth Avenue  
Pittsburgh, PA 15222  
Attention: Gary R. Walker, Esq.

With a further copy to:

Nelson Mullins Riley & Scarborough LLP  
Meridian, 17th Floor  
1320 Main Street  
Columbia, SC 29201  
Attention: George B. Wolfe, Esq.

If to the County:

County of Florence  
City County Complex  
180 N. Irby Street  
Florence, SC 29501  
Attention: County Administrator

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

**SECTION 11.2. *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 11.3. *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 and the Tenant 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 or the Tenant hereunder by either restructuring or reconstituting this

Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

**SECTION 11.4. *Payments Due on Saturday, Sunday And Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 11.5. *Fiscal Year; Property Tax Year.*** If the Company's or the Tenant's fiscal year changes in the future so as to cause a change in the Company's or the Tenant's property tax year, the timing of the requirements set forth in this Fee Agreement shall, as appropriate, be revised accordingly, to the extent allowed by law.

**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 Parties. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council or other form of consent or approval authorized by the Act.

**SECTION 11.7. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**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. *Filings.***

(a) The Tenant, on behalf of the Company, shall provide the County Auditor, the County Assessor, and the County Treasurer, and the Clerk with a copy of all annual filings made by or on behalf of the Company to DOR pursuant to this Agreement and the Act. Further, the Tenant, on behalf of the Company, shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company or the Tenant may designate with respect to any filings delivered to the County segments thereof that the Company or the Tenant believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company or the Tenant with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

**SECTION 11.10. *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 11.11. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company or the Tenant such additional instruments as the Company or the Tenant may reasonably request to effectuate the purposes of this Fee Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

DRAFT

IN WITNESS WHEREOF, the Parties, pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**FLORENCE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair, Florence County Council

ATTEST:

\_\_\_\_\_  
Clerk to Council

**XEL FLORENCE, L.P.,**  
a Delaware limited partnership

By: XEL Florence GP LLC, its general partner

By: \_\_\_\_\_

Its: \_\_\_\_\_

**MED3000, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF LAND**

~#4817-7363-7901 v.4~

DRAFT

US\_ACTIVE-108507008.3

# **FLORENCE COUNTY COUNCIL MEETING**

March 15, 2012

**AGENDA ITEM:** Introduction of Ordinance No. 23-2011/12

**DEPARTMENT:** Economic Development/County Council

**ISSUE UNDER CONSIDERATION:**

An Ordinance Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, Dated September 19, 2002, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

**OPTIONS:**

1. *(Recommended)* Approve Introduction of Ordinance No. 23-2011/12.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy of proposed Ordinance No. 23-2011/12.

Sponsor(s) : Economic Development  
First Reading : March 15, 2012  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Public Hearing :  
Second Reading :  
Third Reading :  
Effective Date :

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

## ORDINANCE NO. 23-2011/12

### COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AUTHORIZING AN AMENDMENT TO THE AGREEMENT GOVERNING THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN MARION COUNTY, SOUTH CAROLINA AND FLORENCE COUNTY, SOUTH CAROLINA, DATED SEPTEMBER 19, 2002, TO AUTHORIZE THE EXPANSION OF THE BOUNDARIES OF THE PARK AND OTHER MATTERS RELATED THERETO.]

#### WHEREAS:

1. Marion County, South Carolina ("Marion"), and Florence County, South Carolina ("Florence") (collectively, "Counties"), as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Act"), under such authority, have previously entered into the Agreement for Development of Joint County Industrial and Business Park ("Agreement"), as enacted by Florence County Council Ordinance No. #04-2002/03 dated September 19, 2002, by which the Counties created a Joint County Industrial and Business Park ("Park"); and
2. The Agreement, by its terms, contemplates the inclusion of additional parcels in the Park from time to time and requires that the Counties authorize, by appropriate ordinance, after appropriate public notice and hearing, of any enlargement of the boundaries of the Park and the amendment of the Agreement to reflect that enlargement; and
3. In response to requests from companies seeking to invest in either Marion or Florence, the Counties have previously expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and
4. Project Fiber, along with one or more affiliated or related entities (collectively, "Company"), has requested that the Counties authorize the expansion of the boundaries of the Park to include property located in Florence, as further described on Exhibit A attached hereto ("Project"); and
5. The Counties now desire to expand the Park's boundaries to include the Project.

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

**Section 1. Expansion of Park Boundaries.** There is hereby authorized an expansion of the Park boundaries to include the Project. The Chair and the Clerk to the County Council are hereby authorized to execute documents and take further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Agreement, the expansion shall be complete upon adoption of ordinances approving the expansion of the Park to include the Project by the County Councils of both Marion and Florence.

**Section 2. Savings Clause.** If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

**Section 3. General Repealer.** Any prior ordinance, resolution or other act of Florence, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

**Section 4. Effectiveness.** This Ordinance takes and remains in effective after third and final reading.

FLORENCE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
K.G. "Rusty" Smith, Jr., Chairman  
Florence County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Connie Y. Haselden, Clerk to Council  
Florence County Council

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



## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

ALL those certain pieces, parcels or tracts of land, situate, lying and being on the eastern side of North Old River Road, in the County of Florence, State of South Carolina, being shown as Tract I containing 91.456 acres, and Tract III containing 54.260 acres on a plat of survey entitled "DELTA MILLS INC. FLORENCE COUNTY, S.C., BOUNDARY LINE SURVEY," prepared by D.C. Barbot & Associates, Inc., last revised April 12, 2000, a revision of property surveyed March 1996, recorded in Plat book 73, Page 497, reference to said last revised plat is hereby craved for a more complete metes and bounds description thereof.

TMS: 00396-02-010 (Pamplico Plant) and 00396-02-024 (Cyprus Building)

DRAFT

## **FLORENCE COUNTY COUNCIL MEETING**

March 15, 2012

**AGENDA ITEM:** Introduction of Ordinance No. 24-2011/12 by Title Only

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

**OPTIONS:**

1. *(Recommended)* Approve Introduction of Ordinance No. 24-2011/12 By Title Only.
2. Provide an alternate directive.

**ATTACHMENTS:**

Copy of proposed Ordinance No. 24-2011/12 Title.

Sponsor(s) : County Council  
First Reading : March 15, 2012  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A  
Public Hearing :  
Second Reading :  
Third Reading :  
Effective Date :

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

**ORDINANCE NO. 24-2011/12**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY**

**AN ORDINANCE**

**[To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County  
Code Of Ordinances.]**

# **FLORENCE COUNTY COUNCIL MEETING**

March 15, 2012

**AGENDA ITEM:**    Boards & Commissions  
                                 Pee Dee Mental Health Center Board of Directors

**DEPARTMENT:**    County Council

## **ISSUE UNDER CONSIDERATION:**

The Pee Dee Mental Health Center Board of Directors Requests Council's Approval Of The Nomination Of C. Rudy Guajardo, III To Governor Nikki Haley For Appointment To Serve On The Pee Dee Mental Health Center Board Of Directors With Appropriate Expiration Term.

## **ATTACHMENTS:**

1. Copy of the letter of recommendation from Dr. Gregory V. Browning, Chairman, Pee Dee Mental Health Center Board of Directors.
2. A copy of the current list of the Board of Directors representing Florence County.



*State of South Carolina*  
*Department of Mental Health*

**MENTAL HEALTH COMMISSION:**

Alison Y. Evans, PsyD, Chair  
Joan Moore, Vice-Chair  
Jane B. Jones  
Everard Rutledge, PhD  
J. Buxton Terry

**STATE DIRECTOR:**

John H. Magill

**Pee Dee**

**Mental Health Center**

125 East Cheves Street

Florence, SC 29506

Information: (843) 317-4089

Stuart J. Shields, MSW, MPH, Executive Director

February 28, 2012

The Honorable K.G. "Rusty" Smith, Jr.  
Florence County Council  
180 North Irby Street, MSC-G  
Florence, South Carolina 29501

Dear Chairman Smith:

We are respectfully submitting the name of the following individual for consideration and nomination to Governor Nikki Haley, for appointment to the Pee Dee Mental Health Center Board of Directors, representing Florence County.

Seat # 4

C. Rudy Guajardo, III  
2516 East Spring Street  
Florence, South Carolina 29505

*(Vice – Dr. Cecilia Farina-Morin - Appointed 03/05/05 – 12/31/05;  
Reappointed 05/30/07 – 12/31/09; Reappointed 04/05/11 – 12/31/13; Resigned 05/23/11.)*

We shall greatly appreciate your efforts to expedite this process of your recommendation to the Governor. Thank you for your continued interest and support.

Yours truly,

Dr. Gregory V. Browning, Chairman  
Pee Dee Mental Health Center Board of Directors

Cc: Members, Pee Dee Mental Health Center Board of Directors  
Connie Haselden, Clerk to Council

**MISSION STATEMENT**

To support the recovery of people with mental illnesses.



## PEE DEE MENTAL HEALTH CENTER BOARD

**AUTHORITY:** Sec. 44-15-60, Code of Laws 1976 as amended  
(R175, H2682)

**APPOINTED BY:** THE GOVERNOR **MEMBERSHIP  
ROSTER**

Eight (8) Florence County members nominated by County Council for four-year terms.  
At least one member shall be a medical doctor, licensed to practice medicine in this state.  
Any person may serve consecutive terms.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Vacant	12/2015
2	Dr. Gregory V. Browning - Chair 611 South Dargan Street 664-8882 Florence, SC 29506	12/2014
3	Thornell Kirven 1760 N. Norwood Lane 662-7658 Florence, SC 29506	12/2014
4	Vacant due to Resignation	12/2013
5	John E. Lochart 1711 Brandon Drive 843 665-3191 Florence, SC 29505	12/2013
6	Eugene A. Fallon, Jr. Fallon Law Firm 669-5900 248 S. Irby Street Florence, SC 29502	12/2012
7	Carlyle C. Gainey 448 Sterling Drive 773-9973 Florence, SC 29501	12/2013

Nadine Livingston – Vice Chair

12/2009

Post Office Box 13362

Florence, SC 29504

Re-Appointment Pending – Letter to Governor 02/18/10



# **FLORENCE COUNTY COUNCIL MEETING**

March 15, 2012

**AGENDA ITEM:** Reports to Council  
Monthly Financial Reports

**DEPARTMENT:** Administration

## **ISSUE UNDER CONSIDERATION:**

Monthly financial reports are provided to Council for fiscal year 2012 through January 31, 2012 as an item for the record.

## **ATTACHMENTS:**

Copies of the monthly financial reports.



**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY12  
7/1/11 TO 01/31/12**

	YEAR-TO-DATE			
	BUDGETED	ACTUAL	REMAINING	PCT
	REVENUE	REVENUE	BALANCE	
<b>REVENUES</b>				
Taxes	33,750,554	31,393,408	2,357,146	6.98%
Licenses & Permits	1,339,176	684,574	654,602	48.88%
Fines & Fees	3,183,380	1,464,142	1,719,238	54.01%
Intergovernmental	5,047,026	2,486,508	2,560,518	50.73%
Sales and Other Functional	5,445,906	2,850,706	2,595,200	47.65%
Miscellaneous	947,942	173,200	774,742	81.73%
Operating Transfers	(1,484,343)	-	(1,484,343)	100.00%
Use of Fund Balance	-	-	-	
<b>TOTAL</b>	<b>48,229,641</b>	<b>39,052,539</b>	<b>9,177,102</b>	<b>19.03%</b>

**FLORENCE COUNTY GOVERNMENT  
GENERAL FUND  
REVENUE & EXPENDITURE REPORT FY12  
7/1/11 TO 01/31/12**

		BUDGETED	YEAR-TO-DATE	REMAINING	
		EXPENDITURE	ACTUAL	BALANCE	PCT
EXPENDITURES			EXPENDITURE		
10-411-401	County Council	348,800	200,895	147,905	42.40%
10-411-402	Administrator	620,162	358,626	261,536	42.17%
10-411-403	Clerk of Court	1,805,403	1,042,944	762,459	42.23%
10-411-404	Solicitor	1,064,277	552,190	512,087	48.12%
10-411-405	Judge of Probate	499,075	283,478	215,597	43.20%
10-411-406	Public Defender	758,618	419,622	338,996	44.69%
10-411-407	Magistrates	2,158,294	1,209,352	948,942	43.97%
10-411-409	Legal Services	79,650	47,890	31,760	39.87%
10-411-410	Voter Registration & Elections	463,240	251,301	211,939	45.75%
10-411-411	Finance	743,944	449,138	294,806	39.63%
10-411-412	Human Resources	330,297	199,888	130,409	39.48%
10-411-413	Procurement & Vehicle Maintenance	589,575	351,751	237,824	40.34%
10-411-414	Administrative Services	380,624	235,880	144,744	38.03%
10-411-415	Treasurer	1,189,141	609,980	579,161	48.70%
10-411-416	Auditor	473,893	260,675	213,218	44.99%
10-411-417	Tax Assessor	1,280,644	653,637	627,007	48.96%
10-411-418	Planning and Building	2,054,406	951,704	1,102,702	53.67%
10-411-419	Complex	1,186,224	715,386	470,838	39.69%
10-411-420	Facilities Management	730,031	355,576	374,455	51.29%
10-411-427	Information Technology	1,234,124	777,486	456,638	37.00%
10-411-446	Veteran's Affairs	146,090	71,415	74,675	51.12%
10-411-480	Senior Citizen Centers	327,736	163,646	164,090	50.07%
10-411-485	General Direct Assistance	204,648	54,792	149,857	73.23%
10-411-488	Contingency	203,510	74,785	128,725	63.25%
10-411-489	Employee Tort & Blanket Bond	354,665	373,680	(19,015)	-5.36%
10-421-421	Sheriff's Office	15,028,252	8,303,322	6,724,930	44.75%
10-421-422	Emergency Management	2,388,209	1,360,399	1,027,810	43.04%
10-421-481	Rural Fire Departments	15,140	(516)	15,656	103.41%
10-451-423	EMS	4,371,988	2,358,767	2,013,221	46.05%
10-451-424	Rescue Squads	388,035	94,222	293,813	75.72%
10-451-425	Coroner	278,786	147,691	131,095	47.02%
10-451-441	Health Department	80,934	43,821	37,113	45.86%
10-451-442	Environmental Services	725,508	393,159	332,349	45.81%
10-451-485	Health Direct Assistance	14,502	1,129	13,374	92.22%
10-471-485	Welfare - MIAP & DSS	439,076	289,573	149,502	34.05%
10-471-451	Recreation	1,738,869	946,405	792,464	45.57%
10-471-455	County Library	3,523,757	2,004,120	1,519,637	43.13%
10-471-485	Museum Commission	5,000	-	5,000	100.00%
10-481-485	Literacy Council	4,515	1,129	3,386	75.00%
TOTAL		48,229,641	26,608,939	21,620,702	44.83%

Percent of Fiscal Year Remaining = 41.67%

**FLORENCE COUNTY  
BUDGET REPORT - OTHER FUNDS  
CURRENT PERIOD: 7/1/11 TO 01/31/12**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,817,770	929,089	2,888,681	75.66%	3,817,770	3,392,714	425,056	11.13%
112 Economic Development Partnership Fund	434,253	233,732	200,521	46.18%	434,253	50,827	383,427	88.30%
123 Local Accommodations Tax Fund	2,473,875	1,246,575	1,227,300	49.61%	2,473,875	963,531	1,510,344	61.05%
124 Local Hospitality Tax Fund	655,116	307,877	347,239	53.00%	655,116	679,564	-	0.00%
131 District Utility Allocation Fund	2,409,871	200,731	2,209,140	91.67%	2,409,871	2,042,568	367,303	15.24%
132 District Infrastructure Allocation Fund	1,719,884	334,008	1,385,876	80.58%	1,719,884	1,404,884	315,000	18.32%
151 Law Library Fund	82,548	22,409	60,139	72.85%	82,548	83,330	-	0.00%
153 Road System Maintenance Fee Fund	3,081,973	1,545,918	1,536,055	49.84%	3,081,973	1,616,472	1,465,501	47.55%
154 Victim/Witness Assistance Fund	187,594	103,687	83,907	44.73%	187,594	102,555	85,039	45.33%
421 Landfill Fund	4,114,470	1,404,546	2,709,924	65.86%	4,114,470	2,549,377	1,565,093	38.04%
431 E911 System Fund	453,632	152,337	301,295	66.42%	453,632	293,352	160,280	35.33%
<b>TOTALS:</b>	<b>19,430,986</b>	<b>6,480,910</b>	<b>12,950,076</b>	<b>66.65%</b>	<b>19,430,986</b>	<b>13,179,175</b>	<b>6,277,041</b>	<b>32.30%</b>

Percent of Fiscal Year Remaining: 41.67%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned  
(See separate attachment for additional details.)

\$ 95,348,520

**Florence County Council  
District Allocation Balances  
January 31, 2012**

<b>Council District #</b>	<b>Type of Allocation</b>	<b>Beginning Budget FY12</b>	<b>Commitments &amp; Current Year Expenditures</b>	<b>Current Available Balances</b>
<b>1</b>	Infrastructure	160,521.00	19,240.00	141,281.00
	Paving	114,692.00		114,692.00
	Utility	230,063.00	6,800.00	223,263.00
	In-Kind	19,800.00	2,748.00	17,052.00
<b>2</b>	Infrastructure	35,946.00	31,441.00	4,505.00
	Paving	149,032.00		149,032.00
	Utility	36,883.00	8,800.00	28,083.00
	In-Kind	19,800.00	166.00	19,634.00
<b>3</b>	Infrastructure	47,298.00	47,298.00	-
	Paving	215,473.00	57,028.00	158,445.00
	Utility	106,292.00	(511.00)	106,803.00
	In-Kind	19,800.00	72.00	19,728.00
<b>4</b>	Infrastructure	244,251.00	63,606.00	180,645.00
	Paving	250,893.00	95,858.00	155,035.00
	Utility	58,127.00	20,000.00	38,127.00
	In-Kind	19,800.00	2,562.00	17,238.00
<b>5</b>	Infrastructure	72,073.00	24,132.00	47,941.00
	Paving	107,120.00	-	107,120.00
	Utility	58,356.00	-	58,356.00
	In-Kind	19,800.00	-	19,800.00
<b>6</b>	Infrastructure	257,655.00	14,890.00	242,765.00
	Paving	211,954.00	-	211,954.00
	Utility	307,311.00	6,000.00	301,311.00
	In-Kind	19,800.00	1,667.00	18,133.00
<b>7</b>	Infrastructure	98,557.00	7,133.00	91,424.00
	Paving	198,507.00	30,463.00	168,044.00
	Utility	289,122.00	26,047.00	263,075.00
	In-Kind	19,800.00	-	19,800.00
<b>8</b>	Infrastructure	193,060.00	42,833.00	150,227.00
	Paving	49,922.00	23,870.00	26,052.00
	Utility	61,176.00	60,000.00	1,176.00
	In-Kind	19,800.00	-	19,800.00
<b>9</b>	Infrastructure	113,374.00	61,652.00	51,722.00
	Paving	136,662.00	-	136,662.00
	Utility	266,303.00	20,000.00	246,303.00
	In-Kind	19,800.00	-	19,800.00

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

# FLORENCE COUNTY FORWARD CAPITAL PROJECT SALES TAX

As of January 31, 2012

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 708,398.84	\$ 1,223,779.18	\$ 14,045,830.53	\$ 15,978,008.55	\$ 1,698,759.45	90.39%
US 378 Widening	\$ 138,751,620.00	\$ 3,878,727.66	\$ 2,819,614.39	\$ 244,763.76	\$ 6,943,105.81	\$ 131,808,514.19	5.00%
US 76 Widening	\$ 31,641,621.00	\$ 2,068,178.66	\$ 718,940.60	\$ 2,562.16	\$ 2,789,681.42	\$ 28,851,939.58	8.82%
TV Road Widening	\$ 34,519,290.00	\$ 1,925,594.70	\$ 625,509.31	\$ 1,625.53	\$ 2,552,729.54	\$ 31,966,560.46	7.40%
SC 51 Widening	\$ 151,533,817.00	\$ 1,146,802.57	\$ -	\$ 2,394.77	\$ 1,149,197.28	\$ 150,384,619.72	0.76%
US 301 Bypass Extension*	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	0.00%
	\$ 447,587,262.00	\$ 9,727,702.43	\$ 5,387,843.48	\$ 14,297,176.69	\$ 29,412,722.60	\$ 418,174,539.40	6.57%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 89,709,931.16		
Sales Tax Interest Earnings	\$ -				\$ 5,638,588.50	\$ 58,290,068.84	64.42%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 190,697,039.32	\$ 59,302,960.68	76.28%
	\$ 398,000,000.00				\$ 286,045,558.98	\$ 117,593,029.52	71.87%

NOTE 1: Revenue Received/Earned to Date is as of December 31, 2011, since capital project sales tax is received from the state on a quarterly basis.

NOTE 2: Merchant collection of sales tax will conclude on April 30, 2014, unless total collections, excluding interest, exceed \$148,000,000 prior to that date.

\* US 301 is anticipated to be funded only partially.

# FLORENCE COUNTY COUNCIL MEETING

March 15, 2012

**AGENDA ITEM:** Reports to Council

**DEPARTMENT:** Museum  
Procurement Department

## **ISSUE UNDER CONSIDERATION:**

Authorization To Award A Sole Source Contract To Projectlink, LLC For The Multivista Documentation Software And Construction Photography Services To Provide Digital Documentation Of The Florence County Museum Construction Project In The Amount Of \$14,994 To Be Funded From Museum Construction Funds.

## **POINTS TO CONSIDER:**

1. Projectlink, LLC will provide construction photography services from groundbreaking until construction completion. The Multivista Documentation Software will systematically document all aspects of the Museum construction using progression and "exact-built" digital photography. The software creates a comprehensive, indexed permanent record of the entire construction project, from ground-breaking through completion, by linking the photos directly to the architectural plans.
2. The digital documentation will provide benefits such as preventing and discovering construction defects, aid in dispute resolution, and reduce warranty issues.
3. All digital images will be provided on a secure website within 24 hours of being captured.

## **FUNDING FACTORS:**

\$14,994 = Cost of digital construction documentation of the Florence County Museum to be funded from Museum Construction funds.

## **OPTIONS:**

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

## **ATTACHMENTS:**

Letter of Recommendation from Museum Director.

# *Florence County Museum* *South Carolina*



**DATE:** March 1, 2012  
**TO:** Suzanne S. King, Administrative Services Director  
**FROM:** Andrew Stout, Museum Director  
**Re:** Sole Source Recommendation – Projectlink, LLC

---

Please accept this memo as my request to sole source the procurement of the digital documentation and software of the Museum construction from Projectlink, LLC.

Projectlink, LLC is the only provider of these services in the region and will not be requesting any reimbursable expenses for travel related to the project.

Thank you for your cooperation and please do not hesitate to contact me if you have any questions.

Andrew R. Stout  
Museum Director



# FLORENCE COUNTY COUNCIL MEETING

March 15, 2012

**AGENDA ITEM:** Report to Council  
Declaration of Surplus Property

**DEPARTMENT:** Procurement Department

## **ISSUE UNDER CONSIDERATION:**

Declaration of five (5) vehicles, one (1) ambulance, one (1) dump truck, and one (1) ballfield shaper, ten (10) ambulance cots, and one (1) truck as surplus property for disposal through public internet auction via GovDeals.

## **POINTS TO CONSIDER:**

1. Attached listing of vehicles/equipment is recommended to be declared surplus by the using department.
2. The vehicles/equipment has little value or are obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. The vehicles and equipment have been offered to all county fire departments, rescue squads, municipalities, and school districts.
6. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.

## **FUNDING FACTORS:**

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

## **OPTIONS:**

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

## **ATTACHMENTS:**

List of vehicles/equipment.



<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	<u>COMMENTS</u>	<u>VIN #'S</u>
VS126	FORD	CROWN VIC	2008	127,388	ENG & TRANS GOOD PAINT BAD	2FAFP71V28X118952
VS178	DODGE	CHARGER	2008	138,355	ENG & TRANS GOOD WRECK RGT FT	2B3KA43H68H299583
V0991	FORD	CROWN VIC	2006	133,129	ENG & TRANS GOOD PAINT BAD	2FAFP71W06X163510
V0996	FORD	CROWN VIC	2006	154,148	ENG & TRANS GOOD PAINT BAD	2FAFP71W76X163536
V0765	FORD	CROWN VIC	2005	123,481	ENG & TRANS GOOD FENDER BENT	2FAFP71W05X106349
V2114	FORD	F-350 Super Duty	1999	235,436	ENG & TRANS WEAK NO A/C	1FDWF36F0XEC70781
V2125	FORD	F-350 AMBULANCE	2005	93,459	ENG & TRANS GOOD	1FDWF36PX5EC36580
VO778	STERLING	DUMP TRUCK	2004	188,573	ENG & TRANS GOOD NEED WORK	2FZHCATCS55AN16918
UNKNOWN	GLEDHILL	Ballfield Shaper	Unknown		ROAD MACHINERY NEED REPAIR	88770
unknown	Ferno Washington	10 Ambulance Cots	1995		fair condition	

## **Florence County Council Meeting**

March 1, 2012

**Agenda Item:** Reports to Council  
Bid Award

**Department:** Public Works  
Procurement

### **Issue under Consideration:**

Approve award of Bid#10-11/12 for one (1) Motorgrader to Blanchard Machinery Company, Florence, SC in the amount of \$221,189.40 to be funded from FY12 departmental funds (1 Compliant Bid).

### **Points to Consider:**

1. Bid #10-11/12 was publicly offered.
2. Two (2) bids were received; one (1) bid was compliant
3. Blanchard Machinery Company, Florence, SC was the lowest bidder for one (1) Motorgrader.
4. Public Works Director recommends the award.
5. The bid expires April 14, 2012.

### **Funding Factors:**

1. \$221,189.40 = Total cost of the one (1) Motorgrader for Public Works funded from FY12 departmental funds.

### **Options:**

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

### **Attachments:**

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

Dept: Florence County Public Works  
 (1) One 2012 Motorgrader  
 Invitation to Bid # 10-11/12

Bid Opening Date: 02-14-2012  
 Time: 11:00 AM  
 Advertisement Dates: SCBO 01-23-12 MN 01-22-2012  
 Invitation to Bids Distributed: 5  
 Bid Expiration Date: April 14, 2012

Name of Bidder	Base Bid	Meets Specs	Total Bid	Total Non-Local (+2%)
Blanchard Machinery Company Florence, SC	\$221,189.40	Yes	\$221,189.40	
Flint Equipment Company Aynor, SC	\$203,671.43	No	\$203,671.43	\$207,744.86

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



**FLORENCE COUNTY**  
Public Works Department

Arthur C. Gregg, Jr.  
Public Works Director

**MEMORANDUM**

TO: Suzanne King, Administrative Services Director

FROM: Arthur C. Gregg, Jr., Public Works Director *ACG*

DATE: March 2, 2012

RE: Recommendation on Awarding Bid #10-11/12

My recommendation on Bid #10-11/12, for one Motor Grader be awarded to Blanchard Machinery Company in the amount of \$221,189.40.

If you have any questions, please give me a call.

ACG,JR/ig

## FLORENCE COUNTY COUNCIL MEETING

March 15, 2012

**AGENDA ITEM:** Reports to Council  
Bid Award

**DEPARTMENT:** Recreation Department  
Procurement

### **ISSUE UNDER CONSIDERATION:**

Approve Award Of Bid #09-11/12 For Turf Maintenance At Florence County Recreation Facilities To Firehouse Lawncare, Inc., Pamplico, SC In The Amount Of \$90,000 Annually To Be Funded From Budgeted Departmental Funds *(6 Compliant Bid)*.

### **POINTS TO CONSIDER:**

- 1) Bid #09-11/12 was publicly offered.
- 2) Ten (10) bids were received; six (6) bids were compliant.
- 3) Firehouse Lawncare, Inc. Pamplico, SC was the lowest compliant bidder for Turf Maintenance at Florence County Recreation Facilities in the amount of \$90,000.
- 4) Florence County Recreation Director recommends this award.
- 5) The bid expires May 24, 2012.

### **FUNDING FACTORS:**

- 1) \$90,000 = Total cost of the Turf Maintenance for Florence County Recreation Facilities annually to be funded from budgeted departmental funds.

### **OPTIONS:**

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

### **ATTACHMENTS:**

- 1) Bid Tabulation Sheet.
- 2) Memo of recommendation from Recreation Director.

**Dept: Florence County Recreation Facilities**  
**Turf Maintenance**  
**Invitation to Bid # 09-11/12**

**Bid Opening Date: 01/24/2012**  
**Time: 11:00 AM**  
**Advertisement Dates: SCBO 01-09-12 MN 01-08-12**  
**Invitation to Bids Distributed: 27**  
**Bid Expiration Date: May 24, 2012**

<i>Name of Bidder</i>	<i>Base Bid</i>	<i>Meets Specs</i>	<i>Total Bid</i>	<i>Total Non-Local (+2%)</i>
Firehouse Lawncare, Inc. Pamplico, SC	\$90,000.00	Yes	\$90,000.00	
Faith Lawn & Landscaping Timmons ville, SC	\$80,000.00	No	\$80,000.00	
C & D Landscaping Services Conway, SC	\$88,059.84	No	\$88,059.84	\$89,821.04
Plant 'N Thyme Florence, SC	\$95,200.00	Yes	\$95,200.00	
Johnson's Yard Service Florence, SC	\$96,000.00	No	\$96,000.00	
Cooper Plaza, Inc. Effingham, SC	\$100,000.00	No	\$100,000.00	
Weedwackers Lawn Care Bishopville, SC	\$105,664.54	Yes	\$105,664.54	\$107,777.83
Granger Landscape, Inc. Florence, SC	\$108,000.00	Yes	\$108,000.00	
Taylor Yard Service Florence, SC	\$124,800.00	Yes	\$124,800.00	

Hatchell Landscape Inc. Florence, SC	\$357,468.00	Yes	\$357,468.00	
Delta Landscape Supply Norcross, GA	No Bid			

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



## FLORENCE COUNTY

Recreation

### Memorandum

To: Angelia Jackson, Procurement Specialist II

From: Joe Eason, Parks and Recreation Director

Date: 3/1/2012

Re: Award of Bid #9-11/12

---

I have reviewed the bids for turf maintenance at various parks in Florence County and recommend award to Firehouse Lawncare of Pamplico. Firehouse Lawncare met all of the minimum qualifications and appears capable of completing the desired work on a weekly basis. Your assistance in processing this information for Council on behalf of our Department is greatly appreciated.



Florence County Council Meeting  
March 15, 2012

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council District 4

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$20,473 From Council District 4 Infrastructure Funding Allocation To Assist The City Of Florence With A Water Line Extension 3,700 Feet Along Olanta Highway.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

**Requested by Councilmember:**

**Signed:** verbally approved – signature pending  
Councilman Mitchell Kirby

Date: \_\_\_\_\_

**ATTACHMENTS:**

---

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

---

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting  
March 15, 2012

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Council Districts 1 and 5

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$5,000 From Council Districts 1 And 5 Infrastructure Funding Allocations (\$2,500 From Each District) For The Installation Of The Access Doorway For The South Lynches Fire Department At The Lower Florence County Public Services Building.

**FUNDING SOURCE:**

XXX Infrastructure

\_\_\_\_\_ Road System Maintenance Fee

\_\_\_\_\_ Utility

Signed: verbally approved – signature pending

Requested by Councilman K. G. Rusty Smith, Jr.

Date: \_\_\_\_\_

verbally approved – signature pending

Councilman Johnnie D. Rodgers, Jr.

**ATTACHMENTS:**

Letter of request from South Lynches Fire Department Chief Sam Brockington

---

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



# SOUTH LYNCHES FIRE DEPARTMENT

STATION 1 - LAKE CITY  
STATION 2 - COWARD  
STATION 3 - CAMP BRANCH  
STATION 4 - CADES  
STATION 5 - LEO-CAMERONTOWN  
STATION 6 - SCRANTON

*February 21, 2012*

*Chairman K. G. "Rusty" Smith, Jr.  
Florence County Council  
Post Office Box 369  
Lake City, South Carolina 29560*

*Dear Rusty:*

*South Lynch's is requesting that you pay for the installation of the doorway for us to access the office space as you and I have discussed. Mr. Jimmy Dale Rauch has the bids. It is my understanding that the low bid is approximately \$5,000.*

*Please accept our thanks, once again, for your assistance in this matter.*

*Sincerely,*

**SOUTH LYNCHES FIRE DEPARTMENT**

*Sam / dba*

**S. K. Brockington, Jr.  
Chief**



Florence County Council Meeting  
March 15, 2012

**AGENDA ITEM:** Other Business  
Infrastructure Project  
Requested by Council District 7

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$750 From Council District 7 Infrastructure Funding Allocation To Enhance Parking Area At Spaulding Heights Community Park.

**FUNDING SOURCE:**

XXX Infrastructure                      \_\_\_\_\_ Road System Maintenance                      \_\_\_\_\_ Utility

**Requested by Councilmember:**

**Signed:** verbally approved – signature pending  
Waymon Mumford

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

March 15, 2012

**AGENDA ITEM:** Other Business  
Council District #5

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$5,346.00 from Council District #5 funding allocations to pay for additional crushed asphalt to be put on Horace Matthews Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure  
\_\_\_\_\_ Road System Maintenance  
\_\_\_\_\_ Utility

**SIGNED:** VERBALLY APPROVED SIGNATURE PENDING

Requested by Councilmember: Johnnie Rodgers

Date: \_\_\_\_\_

**ATTACHMENTS:**

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

\_\_\_\_\_  
Connie Y. Haselden, Clerk to Council



## FLORENCE COUNTY COUNCIL MEETING

March 1, 2012

**AGENDA ITEM:** Other Business  
Council District #6

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$11,477.00 from Council District #6 funding allocations to pay for MBC Stone to be put on Pepper Tree Drive.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

☐ Infrastructure  
☒ Road System Maintenance  
☐ Utility

**SIGNED:**

  
Requested by Councilmember: Russell Christerson

Date: 3-2-2012

**ATTACHMENTS:**

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

Connie Y. Haselden, Clerk to Council

## FLORENCE COUNTY COUNCIL MEETING

March 15, 2012

**AGENDA ITEM:** Other Business  
Council District #4

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$25,156.00 from Council District #4 funding allocations to pay for rock and crushed asphalt for Watts Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Dept.

**FUNDING SOURCE:**

\_\_\_\_ Infrastructure  
\_\_\_\_ ☒ Road System Maintenance  
\_\_\_\_ Utility

**SIGNED:** Mitchell Kirby  
Requested by Councilmember: Mitchell Kirby

Date: 2/28/12

**ATTACHMENTS:**

---

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

---

Connie Y. Haselden, Clerk to Council



Florence County Council Meeting  
March 15, 2012

**AGENDA ITEM:** Other Business  
Utility Project  
Council District 3

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$5,532 From Council District 3 Utility Funding Allocation For Repairs/Upgrades To The Outdoor Basketball Court At Williams Middle School.

**FUNDING SOURCE:**

\_\_\_\_\_ Infrastructure

\_\_\_\_\_ Road System Maintenance Fee

XXX Utility

Signed: Alphonso Bradley  
Requested by Councilman Alphonso Bradley

Date: \_\_\_\_\_

**ATTACHMENTS:**

1. Letter of Request from Williams Middle School Principal Leon A. McCray, Jr.

---

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



WILLIAMS MIDDLE SCHOOL  
1119 NORTH IRBY STREET  
FLORENCE, SOUTH CAROLINA 29501  
TELEPHONE: (843) 664-8162  
FAX (843) 664-8178



Leon A. McCray, Jr., Principal

February 21, 2012

Councilman Al Bradley  
Florence County Career Center  
126 E. Howe Springs Road  
Florence, South Carolina 29502

Dear Councilman Bradley;

On behalf of Williams Middle School and the children of the constituencies that you serve, I would like to thank you for your support. The bridge with the gate, the paving, the additional dirt, leveling the track and the funds that supplemented the air conditioning of our gym has been of great benefit for the school and the community.

I am requesting that you provide funds for goals for our outdoor basketball court. It will be able to be used by the community all year long. Attached please find a quote for the goals.

If I can be of any further assistance in this matter or any other, please don't hesitate to call on me. I will assist you in any way that I can.

Again, thank you.

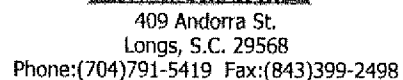
Sincerely,

A handwritten signature in cursive script, appearing to read "Leon A. McCray, Jr.".

Leon A. McCray, Jr.  
Principal

Enclosure: 1

**S** \_\_\_\_\_  
**O** \_\_\_\_\_  
**L** \_\_\_\_\_  
**D** \_\_\_\_\_  
**T** \_\_\_\_\_  
**O** \_\_\_\_\_



S  
H  
I  
P  
  
T  
O

100

## FLORENCE COUNTY COUNCIL MEETING

March 15, 2012

**AGENDA ITEM:** Other Business  
Council District #7

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of the expenditure of up to \$49,005.00 from Council District #7 funding allocations to pay for crushed asphalt for E. Black Creek Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

**FUNDING SOURCE:**

☒ Infrastructure  
☒ Road System Maintenance  
☐ Utility

**SIGNED:**

Requested by Council member: Rev. Waymon Mumford

Date:

02/28/12

**ATTACHMENTS:**

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

\_\_\_\_\_  
Connie Y. Haselden, Clerk to Council

Florence County Council Meeting  
March 15, 2012

**AGENDA ITEM:** Other Business  
Infrastructure/Utility Project

**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approve The Expenditure Of Up To \$6,600 From Council Districts' Infrastructure/Utility Funding Allocations (As Indicated Below) For The Repairs/Improvements To The Dugouts At The Prosser Field/Johnsonville Athletic Complex.

**FUNDING SOURCE:**

<u>XXX</u> Infrastructure	_____ Road System Maintenance	<u>XXX</u> Utility
<b>Requested by Councilmember:</b>		
<b>Amount:</b> \$ _____ (I / U)	\$ _____ (I / U)	\$ _____ (I / U)
<b>Signed:</b> _____	_____	_____
K. G. Rusty Smith, Jr.	Roger M. Poston	Alphonso Bradley
<b>Amount:</b> \$ _____ (I / U)	\$ _____ (I / U)	\$ _____ (I / U)
<b>Signed:</b> _____	_____	_____
Mitchell Kirby	Johnnie D. Rodgers, Jr.	Russell W. Culberson
<b>Amount:</b> \$ _____ (I / U)	\$ _____ (I / U)	\$ _____ (I / U)
<b>Signed:</b> _____	_____	_____
Waymon Mumford	James T. Schofield	H. Morris Anderson

Date: \_\_\_\_\_

**ATTACHMENTS:**

---

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

---

Connie Y. Haselden, Clerk to Council