

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

Roger M. Poston
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Vacant
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

H. Morris Anderson
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
CITY-COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, AUGUST 16, 2012
9:00 A. M.

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

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

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

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

V. **MINUTES:**

MINUTES OF THE JULY 19, 2012 REGULAR MEETING

[1]

Council Is Requested To Approve The Minutes Of The July 19, 2012 Regular Meeting Of County Council.

VI. PUBLIC HEARINGS:

[17]

Council will hold Public Hearing on the following:

A. RESOLUTION NO. 04-2012/13

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bonds (All Saints' Episcopal Day School Project) Series 2012, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$3,800,000.

B. ORDINANCE NO. 31-2011/12

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood, And Other Matters Related Thereto.

C. ORDINANCE NO. 03-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The City Of Johnsonville On S. Georgetown Highway, More Specifically Shown On Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 50007-04-011 And 50007-06-001 From Transitional Growth And Preservation To Public Facility And On Jasmine Street, More Specifically Shown On Tax Map Number 00440-05-093 From Rural Preservation To Suburban Development; And Other Matters Related Thereto.

D. ORDINANCE NO. 07-2012/13

An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 132 East Main Street, Pamplico, South Carolina And Designated As Tax Map Number 60006-03-014: And To Authorize The Conveyance Thereof To The Town Of Pamplico; And Other Matters Relating Thereto.

VII. APPEARANCES:

RAY MCBRIDE, DIRECTOR – LIBRARY SYSTEM

[18]

Mr. McBride Requests To Appear Before Council To Present The Florence County Library System Annual Report.

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)

<i>November 17, 2011</i>	<i>Howe Springs Fire District GO Bond Issue</i>
<i>November 17, 2011</i>	<i>Voter Registration/Elections Personnel Matter</i>
<i>March 22, 2012</i>	<i>Capital Project Sales Tax (CPST)</i>

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 and Alphonso Bradley)

Litter

Education, Recreation, Health & Welfare

(Council members H. Morris Anderson/Chair and Alphonso Bradley)

<i>April 19, 2012</i>	<i>Ordinance No. 24-2011/12 (Animal Adoption Policies)</i>
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Agriculture, Forestry, Military Affairs & Intergovernmental Relations

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

Ad Hoc City-County Conference Committee

(Council members Alphonso Bradley/Co-Chair, Waymon Mumford, and James Schofield.)

Ad Hoc Solid Waste Study Committee

(Chairman Smith and Councilmen Mitchell Kirby, James Schofield and Roger Poston.)

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION NO. 03-2012/13

[20]

A Resolution Declaring August 17th “County Heritage Day” And Other Matters Relating Thereto.

B. RESOLUTION NO. 04-2012/13 *(Public Hearing)*

[23]

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bonds (All Saints’ Episcopal Day School Project) Series 2012, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$3,800,000.

C. RESOLUTION NO. 05-2012/13

[27]

A Resolution To Authorize An Addition To The County Fleet By Acceptance Of A 1990 Front Line Rescue Truck, Model 31SS-100, VIN #4S7BT9L09LC002797 From Olanta Fire Department.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 21-2011/12 *(Deferral)*

[29]

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. 33-2011/12

[35]

An Ordinance To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto.

B. SECOND READING

1. **ORDINANCE NO. 27-2011/12** *(Deferral)* **[39]**
An Ordinance To Zone Properties Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

2. **ORDINANCE NO. 31-2011/12** *(Public Hearing)* **[42]**
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood, And Other Matters Related Thereto.

3. **ORDINANCE NO. 32-2011/12** *(Deferral)* **[69]**
An Ordinance To Zone Properties Inclusive Of All Of Unzoned Properties In Council District Three East Of I-95 To R-3A; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

4. **ORDINANCE NO. 02-2012/13** **[72]**
An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations; Section 30-202, Signs On Private Property; Table VII, Regulations Of Signs By Type, Characteristics And Zoning Districts, And Section 30-207, Development Standards; And Other Matters Related Thereto.
(Planning Commission approved 7-0)

5. **ORDINANCE NO. 03-2012/13** *(Public Hearing)* **[82]**
An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The City Of Johnsonville On S. Georgetown Highway, More Specifically Shown On Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 50007-04-011 And 50007-06-001 From Transitional Growth And Preservation To Public Facility And On Jasmine Street, More Specifically Shown On Tax Map Number 00440-05-093 From Rural Preservation To Suburban Development; And Other Matters Related Thereto.
(Planning Commission approved 7-0; Council District 2)

6. **ORDINANCE NO. 04-2012/13**

[88]

An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment “A” Located At 127, 137, 259, 269 And 309 South Georgetown Highway And 171 Jasmine Street, Johnsonville As Shown On Florence County Tax Map No. 00433, Block 05, Parcels 002-004, 176 And Florence County Tax Map No. 50007, Block 04, Parcel 011 And Block 06, Parcel 001; Florence County Tax Map No. 00440, Block 05, Parcel 093; Consisting Of Approximately 6.24 Acres From Unzoned And R-3, Single-Family Residential District To R-3A, Single-Family Residential District; And Other Matters Related Thereto.

*(Planning Commission **approved** 7-0; Council District 2)*

7. **ORDINANCE NO. 05-2012/13**

[102]

An Ordinance To Rezone Property Owned By William C.B. Eaddy Located Off Of Laron Street, Scranton As Shown On Florence County Tax Map No. 00194, Block 31, Parcel 128; Consisting Of Approximately 8.51 Acres From R-5, Residential Multi-Family District And Unzoned To PD, Planned Development District; And Other Matters Related Thereto.

*(Planning Commission **approved** 7-0; Council District 1)*

8. **ORDINANCE NO. 06-2012/13**

[113]

An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Section 30-267, Certificates Of Zoning Compliance And Section 30-268, Repair Permits; And Other Matters Related Thereto.

*(Planning Commission **approved** 7-0)*

9. **ORDINANCE NO. 07-2012/13** *(Public Hearing)*

[120]

An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 132 East Main Street, Pamplico, South Carolina And Designated As Tax Map Number 60006-03-014: And To Authorize The Conveyance Thereof To The Town Of Pamplico; And Other Matters Relating Thereto.

C. INTRODUCTION

There Were No Ordinances Presented For Introduction At The Time Of Publication Of The Agenda.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

WEST FLORENCE RURAL VOLUNTEER FIRE DISTRICT

[125]

West Florence Rural Volunteer Fire District Recommends Dustin Fails For Seat 4 On The West Florence Rural Volunteer Fire District Board Of Fire Control, To Complete The Unexpired Term Of Mr. Ken Porter, Who Moved Out Of The District.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

VOLUNTARY CLEANUP CONTRACT

[129]

Approve The Execution Of Voluntary Cleanup Contract (VCC) 12-6105-NRP With South Carolina Department Of Health and Environmental Control (SCDHEC) For TMP#80015-02-010 And TMP#80015-02-009 Currently Owned By The City Of Lake City And To Be Deeded To Florence County As Part Of The Lake City Park Project.

B. LIBRARY/PROCUREMENT

1. AWARD OF BID #14-11/12

[160]

Approve The Award Of Bid #14-11/12 For Asbestos Removal And Demolition Of Existing Structure At 419 S. Dargan Street To International Public Works, LLC, N. Charleston, SC, In The Amount Of \$19,975 To Be Funded From Previously Approved Funds. *(8 Compliant Bids)*

2. DECLARATION OF SURPLUS PROPERTY

[163]

Declare Various Computer Equipment As Surplus Property And Authorize Disposal By Global Investment Recovery, Inc. In An Estimated Amount Of \$125 To Be Funded From Previously Budgeted Funds.

C. PROCUREMENT

1. DECLARATION OF SURPLUS PROPERTY

[166]

Declare Various Office Furniture As Surplus Property For Disposal In The Manner Most Advantageous To The County.

2. RFQ PANEL APPOINTMENT

[168]

The Chairman Is Requested To Appoint A Member Of Council To Serve On The Review Panel For RFQ #02-12/13 EMS And Fire Services Consulting Services.

D. SHERIFF'S OFFICE

1. CONTRACTUAL AGREEMENT – TOWN OF PAMPLICO

[169]

Approve A Contractual Agreement With The Town Of Pamplico To Provide Victim Services.

2. TRANSFER POSITION

[173]

Approve The Request To Transfer The Process Manager Position From Sheriff's Office Grant Fund DSS Funds To The Sheriff's Office General Fund Departmental Budget As Requested By The Sheriff.

E. SHERIFF'S OFFICE/GRANTS

GRANT AWARD – US DEPARTMENT OF JUSTICE

[174]

Accept A FY 2012 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation In The Amount Of \$30,257 To Provide Capital/Replacement Equipment For The Florence County Sheriff's Office.

XIII. OTHER BUSINESS:

There were no items presented prior to publication of the Agenda.

XIV. EXECUTIVE SESSION:

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

- Discuss A Real Estate/Legal Matter
- Personnel Matter

XV. INACTIVE AGENDA:

A. 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)*

B. ORDINANCE NO. 24-2011/12

At its regular meeting of April 19, 2012, Council deferred second reading of this item and referred the item to the Committee on Education, Recreation, Health & Welfare For Further Review And Recommendation: An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the July 19, 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, JULY 19, 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
Alphonso Bradley, Council Member
James T. Schofield, Council Member
Roger M. Poston, Council Member
Thomas B. Robinson, County Administrator
Fitz Lee McEachin, County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Andrew Stout, Museum Director
Robert Franks, IT Director
Jonathan B. Graham, III, Planning Director
Ray McBride, Library Director
John Sweeney, Morning News

A notice of the regular meeting of the Florence County Council appeared in the July 18, 2012 edition of the **MORNING NEWS**. In compliance with the Freedom of Information Act, copies of the Meeting Agenda and Proposed Additions to the Agenda were provided to members of the media, members of the public requesting copies, 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).

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

Chairman Smith stated he wanted to recognize and congratulate McCall Farms for its continued investment in Florence County. McCall Farms completed a \$10.6 million expansion and added over 300 jobs, bringing its current number of employees to over 850.

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council Approve The Minutes Of The June 21, 2012 Regular Meeting Of County Council. Councilman Kirby seconded the motion, which was approved unanimously.

Councilman Anderson made a motion Council Approve The Minutes Of The June 28, 2012 Special Called Meeting Of County Council. Councilman Bradley seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the title and Chairman Smith opened Public Hearing for the following:

ORDINANCE NO. 33-2011/12

An Ordinance To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto.

APPEARANCES:

There were no appearances requested or scheduled.

CHAIRMAN SMITH:

Chairman Smith stated he wanted to make a few comments:

- 1) He reminded everyone of the Grand Opening of the Pamplico EMS on Friday, July 20th at 10:30 a.m.
- 2) There were several ball teams in the area to be commended for a successful year: Delmae was already on its way to the World Series and two additional teams were still competing – Johnsonville and Greenwood.
- 3) The Chairman asked the County Administrator to address the Dictaphone System. The Dictaphone System had been down for about a month and needed to be repaired or replaced as soon as possible.

COMMENTS BY COUNCIL – RE: NEWSPAPER ARTICLE

There was an article in the newspaper that Councilmen Anderson and Schofield requested to address.

Councilman Anderson stated, "I would just like to reiterate what I said at the last meeting about Mr. Lowe and I feel like ... that a man ought to have to serve on County Council before he can be elected to go to Columbia to represent the people of Florence County. Obviously Mr. Lowe does not have a clue about how the County conducts business and if you don't believe what I'm saying just look in the paper this morning. What he told is a bald faced lie. He said only one person voted against that tax increase. I don't know

where he got his information, but there was more than one, Mitchell Kirby did NOT vote for that tax increase. Mr. Lowe needs to get his facts straight, he needs to do his homework and I think it would be very beneficial if he could have to attend County Council meetings in the future. He's playing a song that does not have a tune and the words that he's singing don't match the music. Thank you, Mr. Chairman."

Councilman Schofield made the following comments: "Mr. Chairman, before I address Mr. Lowe's issue and the tax increase, I just want to inform Council, I know most of you know but I want to be sure the public understands. The Supreme Court issued an order on July 12, 2012 in the matter of James David Peterson as receiver for Pee Dee Land Company, LLC, Waverly Woods versus the Florence County Treasurer Dean Fowler and the Auditor. The Treasurer and the Auditor had asked for the Supreme Court to have a re-hearing in the matter in which they denied what the Treasurer and Auditor were asking them to do. In the Order on the 12th, the Petition is denied. So, unless, my understanding of the law, unless the Treasurer and the Auditor decide to take it to the United States Supreme Court, that ends that matter and, hopefully, the people will be able to pay their taxes so the County and the School District and everybody else will have the availability of the funds." Chairman Smith stated the Treasurer and Auditor had already cost the taxpayers tens of thousands of dollars in legal fees for this frivolous suit. Councilman Schofield stated it would be up to the Auditor first to issue the tax notice as ordered by the court. Then it would be up to the Treasurer to decide if he would accept the payment. Councilman Anderson asked where the money came from to file the suit. Councilman Schofield stated he was unsure, but the County had filed a motion asking the cost to be taxed against the Treasurer and the Auditor. Councilman Anderson asked if it was legal for him to spend taxpayer's money to sue the County. Chairman Smith stated in a separate case, the Judge found that he broke State law, County law and the State Constitution by doing that in another case.

Councilman Schofield stated that an article was published in the Morning News that morning, "*Florence Council shouldn't have raised your taxes*", a letter by State Representative Phillip Lowe. He stated he wanted to make a few comments on the letter, but before he did, he wanted to make some comments and give some facts to people so the people could really understand what went on in County government and what Council deals with and anyone that wanted to check the facts, he would be glad to provide copies of the documentation. He explained to the public that Mr. Lowe sent a request for some information from 1999 to the year 2011 or 2012 asking how many employees and what the general government budget looked like and Councilman Schofield wanted to provide some other facts for that time period. In 1999 fuel for the County government of Florence was \$394,000. In the 2012/13 budget its \$1,441,000; that's how much gasoline and diesel fuel has gone up. In 1999 electricity in the budget was \$424,000; this year its \$1.3 million. Health insurance was \$1.477 million; this year its \$4.4 million. In 1999 the State of South Carolina leased Lynches River State Park to the County of Florence and in 2002 they deeded it to Florence County. The first year it appeared in the budget was in 2001, with a budget of \$165,000. That was a State service provided by the State of South Carolina so that Florence County could have a State Park, but somehow Florence County didn't deserve to have a State Park anymore ... the County now provides the service the

State used to provide. Regarding magistrates, in 1999/2000 Florence County had eight total magistrates, now it has 11. According to the new paper just received, that was 2.5 positions more than what the State law requires. In 2003, State law was changed and mandated that the County start doing official building inspections; the City had been doing that for a long time, but the County hadn't so new people had to be added to do building inspections. The Sheriff's office call volume for 2000 was 46,494 and in 2011 it was 62,653; almost a 50% increase. The EMS call volume for 2000 was 13,303 and in 2011 it was 18,433; another almost 50% increase. In 2000, the County had 7 ambulances staffed every day and, even though the call volume has increased, the number of ambulances has not. According to information received from the South Carolina Association of Counties, the per capita expenditures for Florence County were \$688, in Sumter County - \$1,462, in Georgetown County - \$1,402. Per capita revenue, Florence County \$671, Sumter \$1,327, Georgetown \$1,301. Per capita general fund budget, Florence County \$352, Sumter \$362. Per capita debt, Florence County \$104, 21st of all counties at \$14 million, Sumter \$196 per capita - 15th. Full-time employees 5.38, Sumter 5.15, Georgetown 9.64. Total County expenditures Florence is ranked 14th out of 46, Beaufort ranked at 4, Sumter at 6, Spartanburg at 7, York at 8, Anderson at 11, Aiken (similar to Florence County) 12, Orangeburg 13. Not hardly the figures that tell you that Florence County was running amuck in South Carolina as county governments go. In regard to number of employees increasing, Clerk of Court's office went from 35 to 39, the Public Defender from 8 to 11, the Magistrates from 36 to 40. County Council can't control those State mandated departments. Planning and Building Department totals dropped from 37 to 33. Facilities Management dropped from 7 to 6. Information Technology went from 2 to 9, but the State mandated the provision of Case Management System in the courts, requiring additional computers, which require maintenance, etc. The Sheriff's department in ten years added five people. Emergency Preparedness/Management went from 35 to 43; post 9-1-1 Federal mandates affected this County. Emergency Medical Services in ten years went from 51 to 55. Recreation from 5 to 15; the offering of recreational activities to area youth serves a vital function to involve youth in positive activities as opposed to violence, gangs, etc. The Library, according to statistics which were misleading, went from 37 to 71. Florence County has a library system that is second to none in the southeast region. The Library system took over something the State government wasn't doing a very good job with; assisting people in finding jobs. The State provided two locations for job search; the Florence One Stop Workforce Centers and they were equipped with 30 computers, limited hours, limited staff and high demand. The Florence County Library system, thanks to the generosity of the Drs. Bruce and Lee Foundation has new facilities, six locations, 200 computers, open and extended hours, professional staff, 600,000 visits annually. The Library system now works to assist individuals in building resumes and finding a job.

Councilman Schofield provided the following tax comparisons on a \$125,000 home located inside the City of Florence. School operating in 1999 was 97.2 mills; today it is 177.5. Debt service was 14 mills and today it is 30. The County's millage was 64.5 and today it is 76.9, a very modest increase. Today, after accounting for the Local Option Sales Tax, County property taxes on a \$125,000 house costs \$176 a year for all the services the County provides. When you call for a Sheriff in the County or an ambulance,

whether you experience a death in the family and need Probate Court or involved in a law suit and need the other courts, or you go to the Library or Recreation or any other service the County provides, it costs you \$176 per year or less than 50 cents per day. That's a pretty good track record for the County.

He stated he wanted to specifically address the article in the paper, which upset him greatly. "I deal with facts and figures and that is the only way I deal. He [Lowe] says that *'Florence Council shouldn't have raised your taxes.'* Okay, we should have just continued to gut essential public services while you, Mr. Lowe, had done nothing to change State law, which would allow the Council to do a better job of managing this budget by removing the prohibition against line item cuts within budgets of other elected officials. I guess you could continue to support that over 60% of our budget this Council has no control over, because of State law. I guess you support that we spend more on magistrates than the Treasurer's office, Delinquent Tax office and the Solicitor's office combined, but because of State law we can't do anything about it. You say in your article, *'Unfortunately, changes in census data and the poor economy caused forced the legislature to cut county assistance.'* So he's telling us that it's unfortunate that he had to cut the assistance. He goes on to say that, *'Since the beginning of the LGF, Medicaid costs have tripled! ... The legislature must fully fund this entitlement before we can consider of any other needs. Medicaid funding does not compete with other agencies, it trumps all other budgets.'* I'm glad he told me that cause I did not know that they were dealing with that in Columbia. He tells us that *'Our local government receives a greater portion of the general fund than originally promised when adjusted for Medicaid growth.'* Well I'm not interested in adjusting it for Medicaid growth. It takes a certain amount of dollars to pay for the court, the Clerk of Court and the Sheriff's office and the Probate Court and Social Services and everything else they want us to provide. All that sounds like a State problem to me. In other words, the State of South Carolina, if changes in census data and a poor economy cause Medicaid to consume the whole general government budget of the State, I guess they just shut the State down; we wouldn't have SLED or Highway Patrol. What he's really saying to you is, our cost to providing required services has increased, and, yes, there are unfunded mandates from Federal government but they are going to make up the shortfall by not providing what the law calls for in funding for State mandated services in local government. In other words, we are not going to raise taxes at the State level to cover the increased cost for Medicaid. We are going to let the local governments do that. Now that's what I call a real conservative philosophical approach in government. He says that *'This year the legislature increased funds to Florence County by \$700,000.'* What he doesn't tell you is for the last 3 years the legislature has underfunded what the State requires them to fund by \$7 million, to pay for courts, magistrates and other State services. In this year they are still underfunding it by \$2 million. He states that they increased it by \$700,000 like he fully supported that. The original request from the Senate was for a \$40 million increase in LGF funding for all the counties. The House tried to push for \$10 million, which was 25% of what the Senate was trying to do, and that's not even full funding. Thanks to Senator Leatherman's efforts we managed to get \$30 million in increase for the LGF, which resulted in the \$700,000. If the House version had passed, we would have gotten a little over \$200,000, so don't be so fast to take credit for the \$700,000, Mr. Lowe. If the Senate had not

insisted, this Council would have had to raise another 2 mills because of the shortfall. He says that *'The Florence County budget directly benefits from Medicaid. ... Medicaid is an important source of payment and sustains many health care jobs. The local property and sales tax collected from the employees in health care directly support the county budget.'* That is spoken by a true Tea Party Conservative, extolling the virtues of entitlements that we need more things like Medicaid passed down from Washington, which caused draconian cuts in SLED and the Highway Patrol at the State level. And, by the way, your Sheriff's Department had to make up the slack when they cut all those SLED agents out. He says, *'Have your property taxes declined during the recession? Of course not and nor has the county budget.'* Have your property taxes increased during the last five years? No they have not because we have cut the budget, laid off people, demoted people, strived for reduction of costs with innovative approaches and targeted spending, such as changing the HVAC equipment at the jail, which are yielding significant reduction in costs. But that can only go on so long and you can only replace capital equipment at half what you should be for only so long. When the State of South Carolina has an additional \$200 million in revenue over what their budget was set on, and you decide to use that for a tax decrease for a certain group of individuals in this State, instead of funding what you already committed to, I think that's wrong. Mr. Lowe says *'From 2006 to 2008 the Florence County budget increased by 56% from 32 to 51 million.'* Mr. Lowe, you were given some facts, you asked the Finance office to give you some facts, and they didn't give you facts from 2006, so I don't know where you got that figure from, they gave you facts from 1999/2000, which is what you asked for, and 2012/13. So wherever you got your facts for from '06, you either need to learn how to read a financial statement or not deliberately mislead the public. I have copies of the statement of revenues, expenditures, and changes in fund balance from our auditors for the year ending '06 and 2009. In 2006 revenue was \$46.231 million and in 2009 it was \$51.230 million or an 11% increase in four years, not 56%. In 2006 the auditors broke out jail debt service and operation and maintenance, where in today's budget they don't do that. So, when you look at the budget you have to compare apples to apples and realize what you are looking at in the budget. Since 2000, the number of full-time State employees was reduced by 23% while Florence County increased by 17%. Again, that is a little bit of a misstatement because some of that is part-time. And yet we still have over 1,500 State employees in Florence County alone. If you take the total number of State employees and divide it by 46 counties there are 1,500 people working in Florence County for the State of South Carolina. That astounds me. We know that most of them are in Columbia. I am sure Mr. Lowe that you haven't adjusted your figure by how many the State is hiring this year, because, thankfully, you are hiring a lot more SLED agents and highway patrolmen and other people that need to be put back on to provide necessary State services. Our number of employees increased mainly because of an improved library system which has helped our citizens look for jobs, since the State has severely restricted its efforts in that regard and also because of State mandated programs such as storm water regulations that we had to hire new people for, magistrates, IT for the State mandated computer system. He says that *'Unfunded mandates are bad policy at any level of government.'* Well he is absolutely correct; its bad when it comes from the Federal government and its equally bad when it comes to the County government from the State. And when the House of Representatives, who some members right now want to completely de-fund the Local

Government Fund, which is going to have a significant effect on members of the citizens of our County. Unfunded mandates are bad policy; oh really, Mr. Lowe? Well if they are, then why do you still insist as you do in this article that the State is correct in not funding what, by law, they are mandated to fund? Oh, I see, because the Federal government gives you an unfunded mandate Medicaid, then it's okay for the State to give the County's an unfunded mandate? He says that *'County Council is upset the Republicans in the State House insisted on a tax break for small businesses instead of giving local government more money.'* The small tax break, that only affects LLCs, and my understanding (I may be wrong), and single proprietorships, that are in fact C Corporations? A reduction of the tax rate from 5% to 3%? That doesn't sound like a small decrease in taxes to me, 5% to 3% is a pretty big reduction. Should we really be giving tax breaks ahead of funding for magistrates, law enforcement, and essential public services? Mr. Lowe, I sympathize with the problem the State had because of Federal government mandates. I can even understand the State government saying to people that because of Federal mandates that are growing beyond our ability to fund, we are going to not fund State mandated service functions at the local government any more and that your local governments are going to have to make some hard choices about how to fund them, but to have the arrogance to criticize local government and state that we are the ones causing the problem, misleading the public that we are increasing government size, instead of being honest about the fact that the only problem we have in our budget is the reduction in State required revenue to fund State required programs. It's not because of growth in County government. That without even meeting with us and taking a look at services that we are required to provide and the ever increasing costs that I have pointed out that we are facing, friends that is the epitome of audacity. I know that Mr. Lowe has talked about coming up here and ask about that, but I see that he chose to send a letter to the editor instead. I believe in his post he said something about he wasn't sure he could keep his cool with the Anderson's and Schofield's, so I guess he is talking about you, Dr. Anderson, and me. Mr. Lowe you are more than welcome to come up here and speak and I'll vote for you to speak any time you want to come. And I'm sure that you will be treated with the dignity that you deserve as an elected member of the House of Representatives and I can assure you I'll have no problem keeping my cool talking to you and asking questions of you and providing answers to your questions. You see Mr. Lowe, I'm just up here trying to provide good constituent service to our citizens. I refuse to hide behind partisans rhetoric and posture and look at the facts before me and make decisions, provide services to the citizens of Florence County and just because the State of South Carolina doesn't fund what it has obligated itself to do so, so that it can give tax breaks, that doesn't mean that I'm going to put peoples' life at risk because of inferior law enforcement and EMS services. I am more than happy to debate you in an open and public meeting about how this County government has been run and the reason why certain decisions are made. Mr. Chairman I would ask that we contact Representative Lowe and invite him to speak at our next Council meeting. Maybe if he comes to a Council meeting or sits in a meeting with us and we both work together and try to solve some of these problems, if he understands where the rubber meets the road, that we sit here providing direct public services every day to the people of this County, we don't sit in the ivory towers in Columbia with guards at the doors. We are here where the rubber meets the road, Mr. Lowe. Whether that ambulance rolls to you in time, where it should,

is our responsibility and this Council is not going to shirk on that responsibility. If we have to raise taxes because the State of South Carolina is not funding the Local Government Fund to pay for services they mandate us to provide, well then it looks like we are going to do that. That's where it is and any of the public that wants to meet with me and understand why someone like me would vote for a millage increase, its cause quite frankly, my back's against the wall because I refuse to continue to gut essential public services."

Councilman Kirby commended Councilmen Anderson and Schofield for their comments. He stated, "what the public doesn't realize that this body right here has been facing something the last four years that we have struggled over. Our hands are tied; we have become a collection agency for the State of South Carolina. They won't raise the taxes but they'll send it down to us to raise the taxes and that's not our job ... to do the work of State government. For example, right now we got on the Agenda a \$20,000 request to pay for jury trials for the Magistrates Office. That seems like a little bit but that adds up every time we have to do something like that that is not funded by the State but they tell us ya'll got to do. As far as me voting for the tax increase, I did not vote for the tax increase, just for this reason. It just riles me up that we've become nothing but a tax collection for the State."

CHAIRMAN'S REQUEST – RE: RECENT COURT RULING

The Chairman stated there was a recent ruling by the Supreme Court in reference to Travelocity and Expedia type companies and some of the other larger counties had already received funding where taxes were not paid. He requested the Finance Director conduct an audit based on accommodations tax for the previous ten years (up to 2010) to determine if facility fees and service charges were collected and if it was economically feasible for the County to address this. The Aggregator was responsible and not the local hotels. It was his understanding that Horry County received over a \$1 million from unpaid taxes.

COMMITTEE REPORTS:

There were no Committee reports.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION NO. 01-2012/13

The Chairman published the title of Resolution No. 01-2012/13: A Resolution Authorizing Submission Of An Application To The South Carolina Department Of Commerce Coordinating Council Economic Development Set-Aside Grant (SA) Program For Cost Associated With Site Work For The W. Lee Flowers And Company, Inc. Warehouse Expansion. Councilman Schofield made a motion Council approve the Resolution as presented. Councilman Anderson seconded the motion, which was approved unanimously.

RESOLUTION NO. 02-2012/13

The Chairman published the title of Resolution No. 02-2012/13: A Resolution To Rename Range Way, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001, 052, 053, 058, 059, 062, 063, 065, 073, 080-082, 086, 088-90, 092, 093 To Otis Way; And Other Matters Related Thereto. Councilman Anderson made a motion Council approve the Resolution as presented. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 21-2011/12 – THIRD READING DEFERRED

The Chairman stated third reading of Ordinance No. 21-2011/12 would be deferred: 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.

ORDINANCE NO. 28-2011/12 – THIRD READING

The Clerk published the title of Ordinance No. 28-2011/12: An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Nine Hundred Twenty-Five Thousand Dollar (\$925,000) General Obligation Refunding And Improvement Bond Of Florence County, South Carolina (Johnsonville Rural Fire District). To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto. Councilman Poston made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 29-2011/12 – THIRD READING

The Clerk published the title of Ordinance No. 29-2011/12: An Ordinance Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And W. Lee Flowers and Company, Inc., And Other Matters Related Thereto. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 30-2011/12 – THIRD READING

The Clerk published the title of Ordinance No. 30-2011/12: An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Florence County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of *Ad Valorem* Taxation; And Other Matters Related Thereto. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 27-2011/12 – SECOND READING DEFERRED

The Chairman stated second reading of Ordinance No. 27-2011/12 would be deferred: An Ordinance To Zone Property Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

ORDINANCE NO. 31-2011/12 – SECOND READING DEFERRED

The Chairman stated second reading of Ordinance No. 31-2011/12 would be deferred: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood, And Other Matters Related Thereto.

ORDINANCE NO. 32-2011/12 – SECOND READING DEFERRED

The Chairman stated second reading of Ordinance No. 32-2011/12 would be deferred: An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three East Of I-95 To R-3A; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheet, the Chairman closed the Public Hearing. (The sign-in sheet is attached and incorporated by reference.)

ORDINANCE NO. 33-2011/12 – SECOND READING

The Clerk published the title of Ordinance No. 33-2011/12: An Ordinance To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto. Councilman Kirby made a motion Council approve second reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 02-2012/13 – INTRODUCED

The Clerk published the title of Ordinance No. 02-2012/13 and the Chairman declared the Ordinance introduced: An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations; Section 30-202, Signs On Private Property; Table VII, Regulations Of Signs By Type, Characteristics And Zoning Districts, And Section 30-207, Development Standards; And Other Matters Related Thereto.

ORDINANCE NO. 03-2012/13 – INTRODUCED

The Clerk published the title of Ordinance No. 03-2012/13 and the Chairman declared the Ordinance introduced: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The City Of Johnsonville On S. Georgetown Highway, More Specifically Shown On Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 5007-04-011 And 50007-06-001 From Transitional Growth And Preservation To Public Facility And On Jasmine Street, More Specifically Shown On Tax Map Number 00440-05-093 From Rural Preservation To Suburban Development; And Other Matters Related Thereto.

ORDINANCE NO. 04-2012/13 – INTRODUCED

The Clerk published the title of Ordinance No. 04-2012/13 and the Chairman declared the Ordinance introduced: An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment "A" Located At 12, 137, 259, 269 And 309 South Georgetown Highway And 171 Jasmine Street, Johnsonville As Shown On Florence County Tax Map No. 00433, Block 05, Parcels 002-004, 176 And Florence County Tax Map No. 50007, Block 04, Parcel 011 And Block 06, Parcel 001; Florence County Tax Map No. 00440, Block 05, Parcel 093; Consisting Of Approximately 6.24 Acres From Unzoned And R-3, Single-Family Residential District To R-3A, Single-Family Residential District; And Other Matters Related Thereto.

ORDINANCE NO. 05-2012/13 – INTRODUCED

The Clerk published the title of Ordinance No. 05-2012/13 and the Chairman declared the Ordinance introduced: An Ordinance To Rezone Property Owned By William C.B. Eaddy Located Off Of Laron Street, Scranton As Shown On Florence County Tax Map No. 00194, Block 31, Parcel 128; Consisting Of Approximately 8.51 Acres From R-5, Residential Multi-Family District And Unzoned To PD, Planned Development District; And Other Matters Related Thereto.

ORDINANCE NO. 06-2012/13 – INTRODUCED

The Clerk published the title of Ordinance No. 06-2012/13 and the Chairman declared the Ordinance introduced: An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Section 30-267, Certificates Of Zoning Compliance And Section 30-268, Repair Permits; And Other Matters Related Thereto.

ORDINANCE NO. 07-2012/13 – INTRODUCED

The Clerk published the title of Ordinance No. 07-2012/13 and the Chairman declared the Ordinance introduced: An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 132 East Main Street, Pamplico, South Carolina And Designated As Tax Map Number 60006-03-014; And To Authorize The Conveyance Thereof To The Town Of Pamplico; And Other Matters Relating Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

PLANNING COMMISSION

Council Unanimously Approved The Appointment Of Jeffrey Tanner To Serve On The Planning Commission, Representing District 2, With Appropriate Expiration Term.

CITY-COUNTY CIVIC CENTER

Council Unanimously Approved The Following Individuals To Serve On The City-County Civic Center Commission, With Appropriate Expiration Terms: Osmona Cooper, Seat 3 and Mary Dittman, Seat 5.

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Council Unanimously Approved The Appointment Of Harry Driggers, Representing District 4, To Serve On The Construction Board of Adjustments and Appeals, With Appropriate Expiration Term.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

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

PARKS AND RECREATION

ACCEPT GRANT AWARD

Councilman Mumford made a motion Council Accept A Grant Award In The Amount Of \$2,500,000 From The Drs. Bruce & Lee Foundation For The Design And Development Of A Park In The City Of Lake City. Councilman Anderson seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Schofield made a motion Council Declare A 2005 Ford Mustang, V#0789, As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Bradley seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

CITY OF FLORENCE – MAPLE PARK

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$20,000 From Council District 3 Infrastructure Funding Allocation To Assist The City Of Florence With Construction Of New Green Space With Amenities And Replacing The Existing Playground Equipment At Maple Park. Councilman Anderson seconded the motion, which was approved unanimously.

GREENWOOD ATHLETIC PARK

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$8,000 From Council District 6 Infrastructure Funding Allocation To Expand The Storage Building At Greenwood Athletic Park. Councilman Kirby seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

ALVIN KIRBY ROAD

Councilman Kirby made a motion Council Approve The Expenditure Of \$3,118 From Council District 4 RSMF Funding Allocation To Pay For MBC Stone For 150 Feet On Alvin Kirby Road At The Intersection Of Country Lane. Councilman Anderson seconded the motion, which was approved unanimously.

BLACK STREET, CARTERSVILLE

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$27,061.80 From Council District 4 RSMF Funding Allocation To Lay 24" Metal Pipe And Construct Catch Basins On Southeast Side Of Black Street In Cartersville; Piping Existing Ditch On Southeast To Allow Road To Be Widened Within The Prescriptive Right-Of-Way, Contingent Upon Signed Agreements Of Understanding With All Property Owners; Project Does Not Include Any Improvement On SCDOT Right-Of-Way At Intersection Of Lynches River Road And Black Street. Councilman Mumford seconded the motion, which was approved unanimously.

PIERGAN LANE

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$3,564 From Council District 2 RSMF Funding Allocation To Pay For MBC Stone For Piergan Lane. Councilman Anderson seconded the motion, which was approved unanimously.

UTILITY

CITY OF JOHNSONVILLE

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$1,000 From Council District 2 Utility Funding Allocation For The Purchase Of One (1) Load Of Crushed Asphalt To Assist The City Of Johnsonville With Paving/Patching The Johnsonville Community Center Driveway. Councilman Kirby seconded the motion, which was approved unanimously.

The following were Additions to the Agenda:

PROCUREMENT – RFQ #13-11/12

Councilman Anderson made a motion Council Approve RFQ #13-11/12 Panel Recommendation For Landscape Architect Services Associated With The Lake City Park Project To Haden-Stanziale, PA, Charlotte, NC. Councilman Mumford seconded the motion, which was approved unanimously.

MAGISTRATE JURY FEES

Councilman Mumford made a motion Council Approve The Recommendation To Increase Magistrate Jury Fees By \$20,000 With Funding Coming From Operating Reserve Funds For FY2013. Councilman Culberson seconded the motion, which was approved unanimously.

S. BOTANY DRIVE

Councilman Anderson made a motion Council Approve The Expenditure Of Up To \$54,065 From Council District 9 RSMF Funding Allocation To Pay For The Resurfacing Of S. Botany Drive. Councilman Culberson seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Culberson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, For Contractual Matters. Councilman Mumford seconded the motion, which was approved unanimously.

Council entered executive session at 9:54 a.m. Council reconvened at 10:32 a.m.

Subsequent to Executive Session Council took the following action:

SHERIFF'S OFFICE – NEW WORLD CONTRACT

Councilman Schofield made a motion Council Transfer \$53,500 From The County's General Operating Reserve Funds To The Florence County Sheriff's Office For The Purpose Of Funding One-Half Of The Contract Between The Sheriff's Office And New World Systems. Councilman Mumford seconded the motion, which was approved unanimously.

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

COUNCIL MEETING ADJOURNED AT 10:33 A.M.

H. MORRIS ANDERSON
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

July 19, 2012

ORDINANCE NO. 33-2011/12

An Ordinance To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto.

NAME	ADDRESS	PHONE NUMBER
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FLORENCE COUNTY COUNCIL

August 16, 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. RESOLUTION NO. 04-2012/13

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bonds (All Saints' Episcopal Day School Project) Series 2012, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$3,800,000.

B. ORDINANCE NO. 31-2011/12

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood, And Other Matters Related Thereto.

C. ORDINANCE NO. 03-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The City Of Johnsonville On S. Georgetown Highway, More Specifically Shown On Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 50007-04-011 And 50007-06-001 From Transitional Growth And Preservation To Public Facility And On Jasmine Street, More Specifically Shown On Tax Map Number 00440-05-093 From Rural Preservation To Suburban Development; And Other Matters Related Thereto.

D. ORDINANCE NO. 07-2012/13

An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 132 East Main Street, Pamplico, South Carolina And Designated As Tax Map Number 60006-03-014; And To Authorize The Conveyance Thereof To The Town Of Pamplico; And Other Matters Relating Thereto.

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Appearances Before Council
Ray McBride, Director
Florence County Library System

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. McBride Requests To Appear Before Council To Present The Florence County Library System Annual Report.

ATTACHMENT:

A Copy of the Request To Appear.

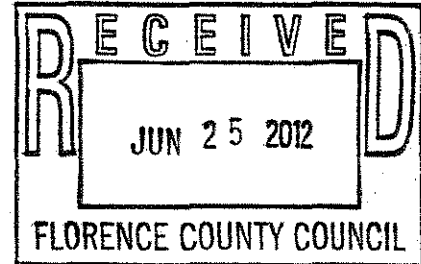
Florence County Library System

Doctors Bruce and Lee Foundation Headquarters Library

509 S. Dargan St. Florence, SC 29506 Phone: (843) 662-8424 Fax: (843) 661-7544
www.florencelibrary.org

June 25, 2012

Mr. K.G. "Rusty" Smith
Chairman
Florence County Council



I respectfully request to appear before Florence County Council on August 16, 2012 to present the Florence County Library System annual report. My presentation will last approximately five minutes.

Thank you for consideration of this request.

A handwritten signature in cursive script that reads "Ray McBride".

Ray McBride
Director

Johnsonville Branch
242 S. Georgetown Hwy.
Johnsonville, SC 29555
Phone: (843) 386-2052

Lake City Branch
221 E. Main Street
Lake City, SC 29560
Phone: (843) 394-8071

Olanta Branch
210 E. Hampton St.
Olanta, SC 29114
Phone: (843) 396-4287

Pamplico Branch
100 E. Main St.
Pamplico, SC 29583
Phone: (843) 493-5441

Timmonsville Branch
298 W. Smith St.
Timmonsville, SC 29161
Phone: (843) 346-2941

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Resolution No. 03-2012/13

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Declaring August 17th "County Heritage Day" And Other Matters Relating Thereto.

POINTS TO CONSIDER:

1. Florence County is rich in history and the home of numerous places of historical significance to our state and nation.
2. On August 17, 1780 at Witherspoon's Ferry on Lynches River, now known as Venters Landing, Francis Marion began his partisan campaign.
3. Historians agree that the actions of Marion and his men, who fought as citizen soldiers against the most powerful professional army in the world, were essential to the birth of the United States of America and helped change the course of world history.
4. The day Marion began his partisan campaign (August 17th) in what is now Florence County is a fitting day for an observance and celebration.
5. The site of Witherspoon's Ferry is currently being developed by the City of Johnsonville as a historical and memorial park, to include a monumental statue of Marion on horseback, that will serve as a place of historical common ground for the people of Florence County and beyond.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 03-2012/13.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of Proposed Resolution No. 03-2012/13

Sponsor(s) : County Council
Adopted: : August 16, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 03-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY
(Declaring August 17 "County Heritage Day" And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County is rich in history and is the home of numerous places of historical significance to our state and nation; and
2. The people of Florence County have long been mindful of the importance of our history and heritage, and of the power of our past to make us better citizens in the present; and
3. No event that has occurred in what is now Florence County surpasses in importance that which took place on August 17, 1780 at Witherspoon's Ferry on Lynches River, now known as Venters Landing; and
4. On that date Francis Marion and a group of soldiers described by one witness as "some white, some black...but most of them miserably equipped" rode into the camp of the Williamsburg Militia at Witherspoon's Ferry, where Marion took command of the whole force as part of the army fighting for American independence; and
5. Over the next two days at the Battles of Camden and Fishing Creek, all other organized American fighting forces in South Carolina were destroyed, leaving the Williamsburg Militia, commanded by Marion and camped in what is now Florence County, the sole army fighting for independence in the state;
6. For the rest of 1780 and into 1781, Marion and his men, based initially at Witherspoon's Ferry and later at Snow's Island, also in what is now Florence County, prevented the British from consolidating control in South Carolina, and in so doing kept the American cause alive in the South; and
7. Historians agree that these actions of Marion and his men, who fought as citizen soldiers against the most powerful professional army in the world, were essential to the birth of the United States of America and helped change the course of world history; and

8. Florence County and its residents should understand and appreciate this seminal aspect of our history, heritage, and character; and
9. August 17, the day Marion began his partisan campaign in what is now Florence County, is a fitting day for an observance and celebration of those things in our past that give us cause to be thankful and hopeful; and
10. The site of Witherspoon's Ferry is currently being developed by the City of Johnsonville as a historical and memorial park, to include a monumental statue of Marion on horseback, that will serve as a place of historical common ground for the people of Florence County and beyond.

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

August 17th is hereby declared and established as "COUNTY HERITAGE DAY," which shall be duly celebrated and honored for generations to come, and that Witherspoon's Ferry, now known as Venters Landing, shall be the focal point of such observance of "COUNTY HERITAGE DAY," to which Florence County gives its full endorsement and support.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Resolution No. 04-2012/13

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bonds (All Saints' Episcopal Day School Project) Series 2012, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$3,800,0000.

POINTS TO CONSIDER:

1. The South Carolina Jobs-Economic Development Authority and All Saints' Episcopal Day School request that County Council conduct a public hearing and adopt a support Resolution with regard to the issuance of a \$3,800,000 Economic Development Revenue Refunding Bond.
2. The Project will give rise to no pecuniary liability of the County or a charge against its general taxing power.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 04-2012/13.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of Proposed Resolution No. 04-2012/13

Sponsor(s) : County Council
Adopted: : August 16, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 04-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Resolution In Support Of The Issuance By The South Carolina Jobs-Economic Development Authority Of Its Economic Development Revenue Refunding Bonds (All Saints' Episcopal Day School Project) Series 2012, Pursuant To The Provisions Of Title 41, Chapter 43, Of The Code Of Laws Of South Carolina 1976, As Amended, In The Aggregate Principal Amount Of Not Exceeding \$3,800,000.)

WHEREAS:

1. The South Carolina Jobs-Economic Development Authority (the "Authority") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "Act"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina (the "State"); and
2. The Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues, to defray the cost of financing or refinancing a business enterprise as defined in the Act; and
3. The Authority and All Saints' Episcopal Day School, a South Carolina nonprofit corporation (the "Borrower") which is a pre-college preparatory school for 3K – 6th grade in Florence County, South Carolina (the "County"), have entered into an Inducement Agreement dated July 17, 2012 (the "Inducement Agreement"), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance of the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Florence County Council as may be required by law, to issue not exceeding \$3,800,000 aggregate principal amount of its Economic Development Revenue Refunding Bond (All Saints' Episcopal Day School Project) Series 2012 (the "Bond"), under and pursuant to Section 41-43-110 of the Act to be used (i) to refund the South Carolina Jobs-Economic Development Authority Economic Development Revenue Bond (All Saints' Episcopal Day School Project) Series 2007 (the "Prior Bond"), outstanding in the principal amount of \$3,703,435, the proceeds of which were used (a) to acquire, construct, furnish, and equip certain land, buildings, other improvements, and equipment and related personal property and furnishings for an approximately 8,500 square foot multi-purpose building and an approximately 7,100 square foot media and administration center of the Borrower located at 1425 Cherokee Road in the City of Florence, South Carolina, and (b) to

refinance existing indebtedness of the Borrower pertaining to certain existing improvements to the Borrower's facilities at the same location, including an existing approximately 22,000 square foot classroom building (collectively, the "Prior Project"); and (ii) to pay costs of issuance of the Bond.

4. The Borrower is projecting that the assistance of the Authority by the issuance of the Bond will maintain existing employment for approximately 48 employees from the County and surrounding areas, and that the location of the Prior Project in the County promotes education and economic development in the County through the facilities of the Borrower; and
5. Florence County Council and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by Florence County Council, the governing body of Florence County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that (a) the Prior Project will subserve the purposes of the Act; (b) the Prior Project is anticipated to benefit the general public welfare of the County by providing services, employment, or other public benefits not otherwise provided locally; (c) the Prior Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (d) the amount of the Bond, as provided by the Borrower, will not exceed \$3,800,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bond will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bond, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bond and the maintenance of the Prior Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Prior Project and carry all proper insurance with respect thereto.

SECTION 2. Florence County Council supports the Authority in its determination to issue the Bond to defray the costs related to the Prior Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

COUNTY OF FLORENCE

I, the undersigned Clerk to Florence County Council, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on August 16, 2012, at which meeting a quorum was at all times present.

WITNESS MY HAND this _____ day of August, 2012.

Clerk to Florence County Council
Florence County, South Carolina

DRAFT

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Resolution No. 05-2012/13

DEPARTMENT: Florence County Emergency Management

ISSUE UNDER CONSIDERATION:

(A Resolution To Authorize An Addition To The County Fleet By Acceptance Of A 1990 Front Line Rescue Truck, Model 31SS-100, VIN# 4S7BT9L09LC002797 From Olanta Fire Department.)

POINTS TO CONSIDER:

1. Budget Ordinance No. 01-2012/13, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet.
2. The Olanta Fire Department desires to donate a 1990 Front Line Rescue Truck, 31SS-100, VIN# 4S7BT9L09LC002797 to the Emergency Management Department.
3. The Emergency Management Department desires to accept the donation of the rescue truck for utilization as a HAZMAT emergency response vehicle to replace 6 tow behind trailers which are currently being used.
4. The Emergency Management Department will absorb the estimated annual costs associated with the unit in the amount of \$1,500 in the annual departmental budget. The HAZMAT truck will primarily be used in the event of an emergency so annual operating costs are minimal.

FUNDING FACTORS:

\$1,500 - Estimated annual costs associated with acceptance of the unit in the fleet to be absorbed by departmental funds for Emergency Management.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 05-2012/13
2. Provide An Alternate Directive

ATTACHMENT:

Resolution No. 05-2012/13

Sponsor(s)/Department : Administration
Adopted: : August 16, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 05-2012/13

(Authorize An Addition To The County Fleet By Acceptance Of A 1990 Front Line Rescue Truck, Model 31SS-100, VIN# 4S7BT9L09LC002797 From Olanta Fire Department.)

WHEREAS:

1. Budget Ordinance No.01-2012/13, Section 14a requires County Council authorization to permanently place any additional vehicles on the County fleet; and
2. The Olanta Fire Department desires to donate a 1990 Front Line Rescue Truck, 31SS-100, VIN# 4S7BT9L09LC002797 to the Emergency Management Department; and
3. The Emergency Management Department desires to accept the donation of the rescue truck for utilization as a HAZMAT emergency response vehicle to replace 6 tow behind trailers which are currently being used; and
4. The Emergency Management Department will absorb the estimated annual costs associated with the unit in the amount of \$1,500 in the annual departmental budget.

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

The County Administrator is authorized to permanently place a 1990 Front Line rescue truck, Model 31SS-100, VIN# 4S7BT9L09LC002797 as an addition to the fleet by acceptance of the unit from the Olanta Fire Department for the Emergency Management Department.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Third Reading - Ordinance No. 21-2011/12 (Deferral)

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

Request Deferral Of Third Reading of Ordinance No. 21-2011/12: 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)* Defer Third Reading of 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 : April 19, 2012
Second Reading : April 19, 2012
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

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.

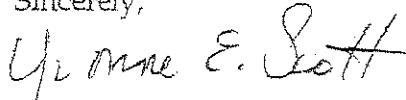
FCSD3 makes every effort to assist families within the FCSD3 attendance zones who are experiencing hardship due to circumstances beyond their control. Many of our families are homeless due to economic circumstances or as a result of losing their home in a fire. As the winter approaches, families are 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 yvscott@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)	TITLE TO REAL ESTATE
)	
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), 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 No.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, Sealed and Delivered
In The Presence of

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

STATE OF SOUTH CAROLINA)

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Third Reading - Ordinance No. 33-2011/12

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 33-2011/12.
2. Provide an alternate directive.

ATTACHMENTS:

1. Ordinance No. 33-2011/12.
2. Request from property owners to close thru traffic on Salem Road dated April 10, 2012.
3. Aerial map depicting subject road.

Sponsor(s) : County Council
First Reading/Introduction : June 21, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : July 19, 2012
Second Reading : July 19, 2012
Third Reading : August 16, 2012
Effective Date : Immediately

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

ORDINANCE NO. 33-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Provide For a Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto.)

WHEREAS:

1. S.C. Code Ann. §57-17-10 et. seq. provides for the repair, supervision and maintenance of County roads; and
2. For the safety, welfare and convenience of the public, the County of Florence has been asked to erect a Dead End sign and barricade on Salem Road near its Intersection with the Darlington County, South Carolina line, at latitude Thirty-Four (34°) Degrees, eight (8) minutes thirty-three and 979/1000 (33.979") seconds N. and longitude Seventy-Nine (79°) Degrees, Fifty-Eight (58) minutes and Fifty and 369/1000 (50.369") seconds W.; and
3. Passage of this Ordinance will fulfill the goals to effectively provide for the safety and welfare of the citizens of Florence County.

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

1. The Dead End sign and barricade with appropriate warning signs in advance be erected on Salem Road near its boundary with the Darlington County, South Carolina line at latitude Thirty-Four (34°) Degrees, eight (8) minutes thirty-three and 979/1000 (33.979") seconds N. and longitude Seventy-Nine (79°) Degrees, Fifty-Eight (58) minutes and Fifty and 369/1000 (50.369") seconds W.
2. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

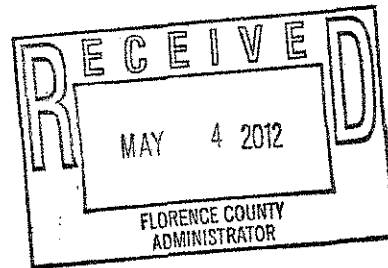
Connie Y. Haselden, Council Clerk

K.G. Rusty Smith, Jr., Chairman

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


COUNCIL VOTE:
OPPOSED:
ABSENT:

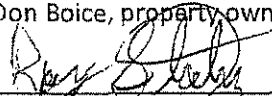
DATE: April 10, 2012
TO: Florence County Council
FROM: Property Owners Salem Road, Timmonsville, SC

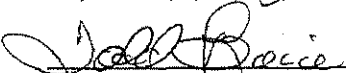



The undersigned, property owners and Salem United Methodist Church Administrative Council, on Salem Road, request that the Salem Road be closed at the Salem United Methodist Church end and closed to thru traffic at the Ham Road end due to the following reasons:

- Number one reason is security:
 - People park in road to drink and play loud music.
 - Things stolen from several properties on the road. Heat pumps stolen from Salem Methodist Church many times.
 - People parking in road and family members have to stop in road or backup when it could be a safety issue to wait for stopped car to move (even had to stop & back up many times for people who have stopped in the secluded section of the road to urinate).
 - Trash thrown out (at least enough to fill a bag every couple of weeks, sometimes whole garbage bags are thrown out). There have been washers, refrigerators, other appliances and even roofing shingles and related building trash.
 - Live animals dropped out when people want to get rid of them
 - Bag of dead cats (had to call Animal Control to pick up bag)
- Number two reason is there is absolutely no necessity for anyone to use this road other than the property owners who live there and for normal mail, utilities and other delivery who can access Salem Road from Ham Road.
- We also request that Florence County put up signs:
 - 1) At the Salem United Methodist Church end indicating "road closed" with barricade with safety reflectors until community gets acclimated to closure. Property owners will eventually put up a gate to replace the county barricade/reflectors.
 - 2) At the Ham Road end "no thru traffic and dead end".
- We also request that the fire hydrant cutoff be repaired by Florence County that was broken by the Florence County road plow when he plowed too wide shearing off the cut off to fire hydrant.
- We also request that Salem Road be paved or surfaced from Ham Road to just past the Boice Drive road. (Number of residents on Salem Rd. are 15.)


Don Boice, property owner


Ray Stalvey, property owner


Todd Boice, property owner


Ray Watford, Chairman of Salem United Methodist Church Administrative Council

RTH

0 210 420
Feet

Map Created by: Florence County GIS

2011 Aerials

Date: 5/16/2012

This map is for reference use only.
Florence county cannot be held
liable for any damages caused
by the use of this map.

SALEM ROAD
Florence County, SC



FLORENCE COUNTY COUNCIL MEETING
Thursday, August 16, 2012

AGENDA ITEM: Ordinance No. 27-2011/12
Second Reading Deferral

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Properties Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

POINTS TO CONSIDER:

OPTIONS:

1. Defer Second Reading until the September 20, 2012 Meeting.
2. Provide an Alternative Directive.

ATTACHMENTS:

1. Ordinance No. 27-2011/12 (title only)
2. Location Map

Sponsor(s)	:	Planning Commission
Planning Commission Consideration	:	
Planning Commission Public Hearing	:	
Planning Commission Action	:	
First Reading/Introduction	:	May 3, 2012
Committee Referral	:	N/A
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	:	Immediately

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




ORDINANCE NO. 27-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

Parcels

Legend

-  Park Parcels
 CountyOutline
 Roads

Major Roads

CLASS

- ☐ INTERSTATE
☐ STATE PRIMARY
☐ STATE SECONDARY
☐ US

Municipalities



1 inch \approx 900 feet



FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Second Reading - Ordinance No. 31-2011/12

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 31-2011/12.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 31-2011/12.

Sponsor(s) : Economic Development
First Reading/Introduction : May 17, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Reconsideration : N/A
Public Hearing : August 16, 2012
Second Reading : August 16, 2012
Third Reading :
Effective Date : Immediately

I, _____,
Council Clerk, certify that this
Ordinance was advertised for
Public Hearing on _____, 2012.

ORDINANCE NO. 31-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing The Execution And Delivery Of Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood, And Other Matters Related Thereto.)

WHEREAS:

1. Florence County, South Carolina (the "County") acting by and through its County Council (the "County Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and
2. Project Wood, a corporation incorporated and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina (referred to hereinafter as the "Company") intends to invest in the expansion of a manufacturing facility in the County through the construction of improvements; and/or the acquisition of real and/or personal property, including, but not limited to, machinery, equipment, and furniture which would constitute a project within the meaning of the Act, the cost of which is estimated to be \$150,000,000 over a period of eight to ten years (the "Project") and which will result in the retention of existing jobs, all as more fully set forth in the Fee Agreement attached hereto; and
3. Pursuant to an Inducement Resolution dated as of June 21, 2012, using the code name "Project Wood", the County authorized the execution of an agreement providing for fee in lieu of tax payments; and
4. The Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio and a fixed millage rate for a period of 30 years for the Project or each component thereof placed in service during the

initial investment period and any investment period extension to which the County and the Company agree and the issuance of a 25% special source revenue credit (subject to increase and decrease as provided in the Fee Agreement); and

5. It appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of

the County Council and/or the County Administrator are each, jointly and severally, authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are each hereby jointly and severally 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 5. 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 6. 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:

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:

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned, Clerk to County Council of Florence County, South Carolina ("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 _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of _____ County Council, South Carolina, as of this _____ day of _____, 201__.

Signature: _____
Name: _____
Title: Clerk to County Council

FEE AGREEMENT

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

PROJECT WOOD

Dated as of _____, 2012

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

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

DRAFT

FEE AGREEMENT

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

RECITALS

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

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

"Commencement Date" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement. The parties agree that the Commencement Date for this Project is December 31, 2012.

"Company" shall mean Project Wood and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"County Council" shall mean the Florence County Council, the governing body of the County.

"Department" or "SCDOR" shall mean the South Carolina Department of Revenue.

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

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

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

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

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

"Existing Assets" shall mean the assets in the County previously reported by the Company for property taxes or fee in lieu of tax purposes, which the County has agreed shall be subject to the FILOT incentive of a 6% assessment ratio and the fixed millage rate provided for in this Agreement but not the Infrastructure Credit. Any property subject to the prior Infrastructure Credit Agreement dated _____ between the Company and the County shall also be excluded from the FILOT incentive provided for herein. The Company shall report the Existing Assets on a separate Schedule S to the PT-300 filing (or successor form) in order to facilitate the calculation of the Infrastructure Credits.

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

"Fee Agreement" shall mean this Fee Agreement.

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

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

"Industrial Development Park" shall mean an industrial or business park created pursuant to the MCIP Act.

"Infrastructure" shall mean infrastructure and any personal property serving the Project, including the Improvements, to the extent that the MCIP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

"Infrastructure Credit" shall mean the annual infrastructure credit provided to the Company pursuant to the MCIP Act and Section 4.1(c) hereof, as a reimbursement for the cost of the Infrastructure.

"Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten years after the Commencement Date.

"MCIP Act" shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

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

"Project" shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in the Company's current tax year, which commenced October 1, 2011, and thereafter, together with the Existing Assets.

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

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

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

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

"Termination Date" shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term "investment" or "invest" as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

(d) The millage rate in Section 4.1 hereof is 314.7 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2011, as provided under Section 12-44-50(A)(1)(d) of the Act.

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

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

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

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

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing, and for such other purposes that the Act permits as the Company may deem appropriate.

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Fee

Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

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

Section 3.3 Filings and Reports.

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the

Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service or becomes Economic Development Property and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2011, which is 314.7 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

The Company and the County hereby agree that the Company may elect to have any real property valued at fair market value as provided in Section 12-44-50(A)(1)(c)(i) of the Act.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

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

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. Subject to Section 6.8 hereof, if the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) Subject to the minimum capital requirement contained in this subsection (c), the County agrees that all property tax and fee in lieu of tax payments generated by all qualifying capital expenses of the Company commencing October 1, 2011 shall qualify for a 25% Infrastructure Credit for the duration of this Agreement, i.e. 30 years with respect to each year's investment. The Company shall receive the annual credit for the Project (less the Existing Assets) to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year. The Infrastructure Credit shall be 25% for any year in which the total investment in the Project (as reflected on the Company's fee in lieu of taxes and any regular property tax returns without regard to depreciation, commencing with the 2013 returns, plus all investments thereafter) is at least a total of \$45,000,000, increasing to 50% for any year in which the total investment in the Project, as so calculated, is at least \$100,000,000. At its election, the Company shall be eligible for a 25% Infrastructure Credit for the first five years regardless of whether the investment thresholds are satisfied, provided that if the Company claims the 25% SSRC and does not reach an investment of \$45,000,000 by the end of the initial investment period (without regard to any extension), then a pro rata repayment of the Infrastructure Credit shall apply. After the initial investment period, the Infrastructure Credit shall be 25% for any year in which the Company has an investment level of at least \$45,000,000 but less than \$100,000,000, or 50% for any year in which the Company has an investment level of at least \$100,000,000 (in each case, without regard to depreciation).

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

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

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

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

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

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

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

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

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

Section 4.7 Damage or Destruction of Economic Development Property.

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

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development

Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

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

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

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information") and that any disclosure of Confidential Information concerning the Company's operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these

reasons, the Company shall clearly label all Confidential Information it delivers to the County "Confidential Information." Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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

Section 4.11 No Double Payment: Future Changes in Legislation.

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

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

ARTICLE V

DEFAULT

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

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

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

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

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

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

Section 5.2 Remedies on Default.

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

(i) terminate the Fee Agreement; or

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

IF TO THE COMPANY:

Attn: _____

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Edward G. Kluiters
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Florence County
Attn: County Administrator
180 North Irby Street, MSC-G
Florence, SC 29501

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

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

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

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

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

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

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired,

and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

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

Section 6.9 Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

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

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

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

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a

Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

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

(Signature Page Follows)

DRAFT

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

**FLORENCE COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: Clerk to County Council

PROJECT WOOD

Signature: _____
Name: _____
Title: _____


**EXHIBIT A
LEGAL DESCRIPTION**

[Insert legal description here.]

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, August 16, 2012

AGENDA ITEM: Ordinance No. 32-2011/12
Second Reading Deferral

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three East of I-95 To R-3A; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

POINTS TO CONSIDER:

OPTIONS:

1. Defer Second Reading until the September 20th Council Meeting.
2. Provide an Alternative Directive.

ATTACHMENTS:

1. Ordinance No. 32-2011/12 (title only)
2. Location Maps-Attachment "A"

Sponsor(s)	:	Planning Commission
Planning Commission Consideration	:	
Planning Commission Public Hearing	:	
Planning Commission Action	:	
First Reading/Introduction	:	June 21, 2012
Committee Referral	:	N/A
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	:	Immediately

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

ORDINANCE NO. 32-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three East of I-95 To R-3A; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

DRAFT

Florence County Council District 3



Legend

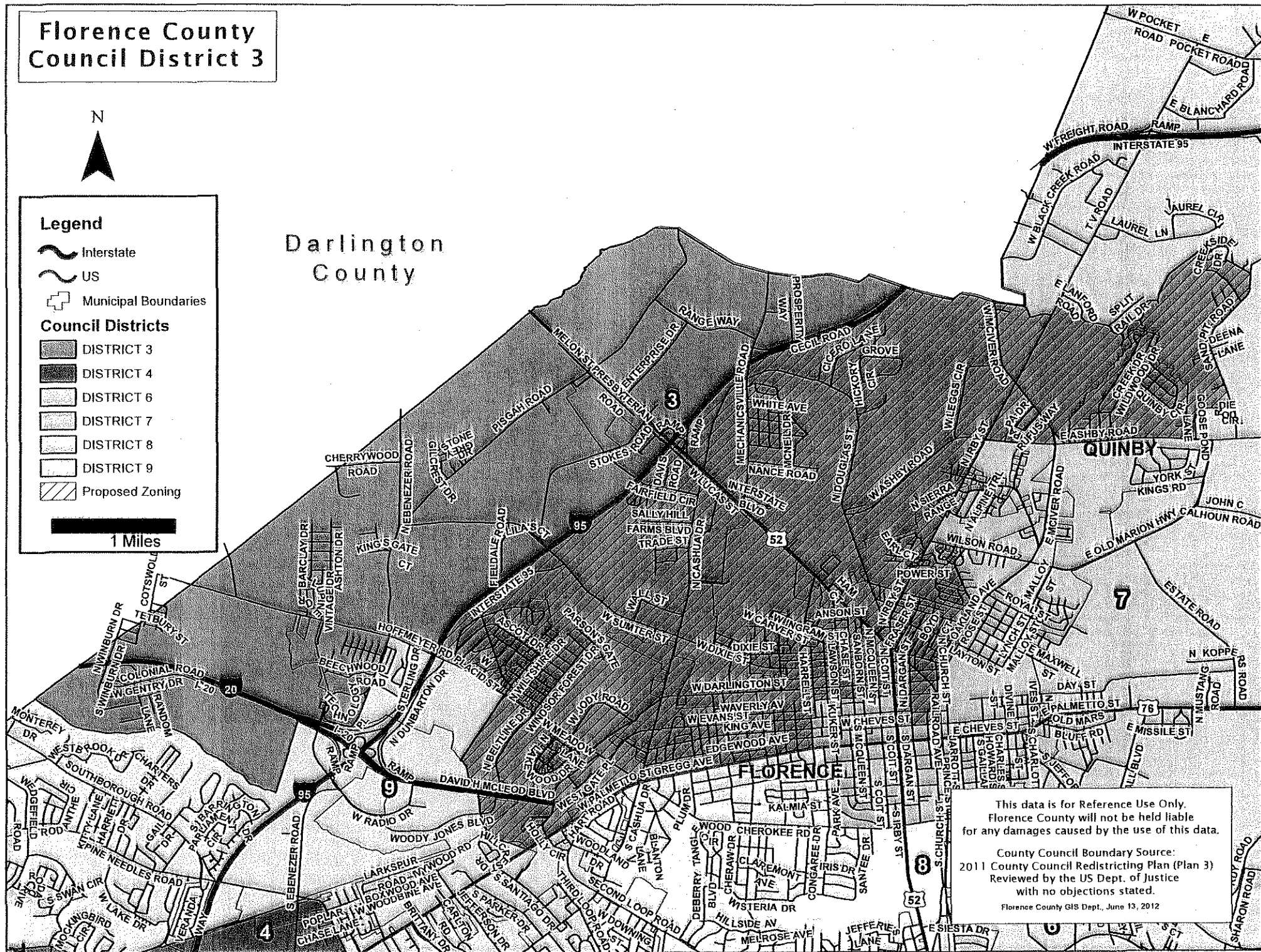
- Interstate
- US
- Municipal Boundaries

Council Districts

- DISTRICT 3
- DISTRICT 4
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- Proposed Zoning

1 Miles

Darlington County



This data is for Reference Use Only.
Florence County will not be held liable
for any damages caused by the use of this data.

County Council Boundary Source:
2011 County Council Redistricting Plan (Plan 3)
Reviewed by the US Dept. of Justice
with no objections stated.

Florence County GIS Dept., June 13, 2012

FLORENCE COUNTY COUNCIL MEETING

Thursday, August 16, 2012

AGENDA ITEM: Ordinance No. 02-2012/13
Second Reading

DEPARTMENT: Planning and Building Inspections / *MS*

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations; Section 30-202, Signs on Private Property; Table VII, Regulations Of Signs By Type, Characteristics And Zoning Districts, And Section 30-207, Development Standards; And Other Matters Related Thereto.] *(Planning Commission approved 7-0; All Council Districts)*

POINTS TO CONSIDER:

1. Florence County Code defines an off-premise sign as a sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.
2. Planning staff has been made aware of a more advanced type of off-premise sign other than the paste billboards and other type outdoor messaging centers regulated by Florence County.
3. These particular types of billboards and messaging centers are electronic and/or of digital display in nature.
4. Planning staff seeks to provide the most accurate and efficient information to guide enhanced development.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 02-2012/13 w/ Markup
2. Staff report for PC#2012-04

Sponsor(s)	: Planning Commission	I. _____
Planning Commission Consideration	: June 26, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: June 26, 2012	this Ordinance was
Planning Commission Action	: June 26, 2012 [Approved: 7-0]	advertised for Public Hearing
First Reading/Introduction	: July 19, 2012	on _____
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: August 16, 2012	
Third Reading	: September 20, 2012	
Effective Date	: Immediately	

ORDINANCE NO. 02-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations; Section 30-202, Signs on Private Property; Table VII, Regulations Of Signs By Type, Characteristics And Zoning Districts, And Section 30-207, Development Standards; And Other Matters Related Thereto.]

WHEREAS:

1. Florence County has received inquiries concerning the use of a newer and more viable means of off- premise signage; and
2. Staff has been working with the sign industry for regulatory direction of digital display billboards; and
3. The current regulations for billboards do not address digital display billboards specifically; and
4. Planning staff seeks to provide the most accurate and efficient information to guide enhanced development.

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

1. Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations; Section 30-202, Signs on Private Property; Table VII, Regulations of Signs by Type, Characteristics and Zoning Districts, and Section 30-207, Development Standards are hereby amended to read as follows:

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

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

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

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

Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS(3)	UZ(5)
Permanent										
Freestanding										
Billboards(4)(8)	N	N	N	P	N	P	P	N	N	P
Other	P(1)	P(1)	P	P	P	P	P	P(1)	P	P
Directional(6)	N	A	A	A	A	A	A	A	A	P
Building										
Canopy	N	P	P	P	P	P	P	P	N	P
Identification	A	A	A	A	A	A	A	A	A	A
Directional(6)	N	A	A	A	A	A	A	A	A	A
Marquee	N	N	P	P	P	P	P	N	N	P
Projecting	N	N	P	P	P	P	P	N	N	P
Roof	N	N	P	P	P	P	P	N	N	P
Roof, integral	N	N	P	P	P	P	P	N	N	P
Wall	N	P	P	P	P	P	P	P	N	P
Window	N	A	A	A	A	A	A	A	A	A
Temporary(2)										
A-frame	N	N	A	A	A	A	A	N	N	A
Banner	N	N	P	P	P	P	P	N	N	A
Posters	A	A	A	A	A	A	A	A	A	A
Portable(7)	N	N	N	P	N	N	P	P	N	A
Inflatable	N	N	P	P	N	N	P	N	N	A
Pennant	N	N	P	P	N	P	P	N	N	A
Identification	A	A	A	A	A	A	A	A	A	A
Real estate	A	A	A	A	A	A	A	A	A	A
Political	A	A	A	A	A	A	A	A	A	A
Sign characteristics										
Animated	N	N	P	P	P	P	P	N	N	P
Changeable copy	N	A	A	A	A	A	A	A	A	A
Illumination indirect	A	A	A	A	A	A	A	A	A	A
Illumination internal	A	A	A	A	A	A	A	A	A	A
Illumination, exposed bulbs or neon	N	N	N	N	N	N	N	N	N	N

Color, fluorescent (7)	N	N	N	N	N	N	N	N	N	N
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1. Signs identifying or announcing land subdivisions, residential projects, or agricultural operations, where permitted.
 2. See section 30-205
 3. This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted in residential zoning districts, i.e., churches, schools, parks, etc., and includes historical markers.
 4. Where permitted by Table VII, billboards may be established only on lots or parcels fronting or within 600 feet of Interstate ROW as defined by Table VIII and U.S. designated highways.
 5. Unzoned area of county.
 6. Though allowed w/o prior permitting, must meet the conditional requirements of Table VIII. Directional signs are allowed for conforming, nonresidential uses in residential zones.
 7. Color, fluorescent—Allowed only on portable signs where permitted.
 8. **Digital display billboards—See Sec. 30-207 for development standards.**
- NA— Regulation not applicable in unzoned area of county.**

Sec. 30-207. - Development standards.

- (a) *Visual area clearance.* No sign shall be located within a vision clearance area as defined in section 30-245
- (b) *Vehicle area clearance.* When a sign extends over an area where vehicles travel or park, the bottom of the sign structure shall be at least 14 feet above the ground. Vehicle areas include driveways, alleys, parking lots, and loading and maneuvering areas. (See area clearance illustration, 4)
- (c) *Pedestrian area clearance.* When a sign extends over a sidewalk, walkway, or other space accessible to pedestrians, the bottom of the sign structure shall be at least eight feet above the ground. (See area clearance illustration, 4)
- (d) *Sign materials; code compliance.* Permanent and temporary identification signs must be constructed in accord with all applicable provisions of the building code and National Electrical Code, and consist of durable all-weather materials.
Images, logos, graphics, etc. painted on permanent signs or buildings must be performed in a professional and workmanlike manner. Permits for painted signs will only be issued to companies who are engaged as sign painters.
- (e) *Billboard design.* Stacked or double-decked sign faces or side by side sign faces shall not be permitted. Structures permitted after the effective date of this chapter, with a 32 square foot or more sign face, shall be designed and constructed with a single steel pole structural support design, meeting the southeastern building code, including a 110-mile per hour wind load.
- (f) **Digital and Electronic Changing Message Off-Premise Signs**
Digital and Electronic Changing Message Signs are permitted off-site signs, including pre-existing, non-conforming off-site signs and may be digital signs or electronic changing message signs subject to the following provisions:
 1. All messages, images or displays on a digital sign or electronically changing message sign shall remain unchanged for a minimum of six (6) seconds.
 2. The time interval used to change from one complete message, image or display to the next complete message, image or display shall be a maximum of one (1) second.
 3. There shall be no appearance of a visual dissolve or fading, in which any part of one message, image or display appears simultaneously with a part of a second message, image or display.
 4. There shall be no appearance of flashing or sudden bursts of light, and no appearance of video motion, animation, movement or flow of the message, image or display within the sign.

5. The intensity and contrast of light levels shall remain constant throughout the sign face.
 6. Each digital sign or electronically changing message sign shall be equipped with automatic day/night dimming software, to reduce the illumination intensity of the sign from one hour after sunset to one hour prior to sunrise.
 7. The conversion of a preexisting nonconforming off-site sign to a digital sign or electronically changing message sign, including structural improvements related thereto, is permitted and shall not be considered as a removal, replacement, change, expansion, or restoration of a nonconformity. Any necessary modifications to a preexisting nonconforming off-site sign to a digital sign or electronically changing message sign, including reconstruction of the structure or structural alterations, shall be allowed, as long as all dimensions of the sign display shall stay the same as the current dimensions of the sign display.
 8. Any digital display installation on existing sign structures as of the date of the adoption of this sign ordinance amendment shall be a minimum of 650' from any other digital display facing the same direction.
 9. The following are the criteria for lighting standards for display signs or electronically changing message signs:
 - a. Lighting levels will not increase by more than 0.3 foot candles (over ambient levels) as measured using a foot candle meter at a pre-set distance.
 - b. Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each sign size. Measurement distance criteria follow:
 - i. Displays of 300 square feet or less 150'
 - ii. Displays of 378 square feet or less 200'
 - iii. Displays of 672 square feet or less 250'
 - c. Each digital display or electronically changing message sign shall include a light-sensing device that will adjust the brightness as ambient light conditions change.
- (g) ~~(f)~~ Sign illumination. Illuminated signs shall not directly shine on abutting properties. No illumination simulating traffic control devices or emergency vehicles shall be used, nor shall lights which are intermittently switched on and off, changed in intensity or color, or otherwise displayed to create the illusion of flashing or movement be permitted.

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:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, May 22, 2012
PC#2012-04
ORDINANCE NO. 02-2012/13**

SUBJECT: Text amendment request for Chapter 30 – Zoning Ordinance, Article V. – Sign Regulations for off-premise signage (billboards) of the Florence County Code.

APPLICANT: Florence County Planning Department

STAFF ANALYSIS:

Chapter 30 – Zoning Ordinance, Article V. – Sign Regulations for off-premise signage (billboards) of the Florence County Code defines an off-premise sign as a sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located.

Recent inquiries concerning the use of a more advanced type of off-premise sign that is beyond this scope of the paste billboards and other type outdoor messaging centers regulated by the Florence County Code have been brought to the attention of Planning staff. These particular types of billboards and messaging centers are electronic and/or of digital display in nature.

As the sign industry receives requests for newer and more viable means of advertisement from the business industry, it looks to local government for regulatory direction. Planning staff seeks to provide the most accurate and efficient information to guide enhanced development.

The current Zoning Ordinance establishes regulations for off-premise signage but the current regulations do not address the specific design standards under which the newer billboards would fall.

If approved, a text amendment to Sections 30-202. – Signs on Private Property, Table VII.- Regulation of Signs by Type, Characteristics, and Zoning Districts and Section 30-207. – Development Standards of Chapter 30-Zoning Ordinance of the Florence County Code off-premise signage (billboards) to allow digital display billboards shall read as follows(new text shall be shown in bold and underlined and deleted text shall be shown with strikethrough):

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

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

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

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

Sign Type	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS(3)	UZ(5)
Permanent										
Freestanding										
Billboards(4)(8)	N	N	N	P	N	P	P	N	N	P
Other	P(1)	P(1)	P	P	P	P	P	P(1)	P	P
Directional(6)	N	A	A	A	A	A	A	A	A	P
Building										
Canopy	N	P	P	P	P	P	P	P	N	P
Identification	A	A	A	A	A	A	A	A	A	A
Directional(6)	N	A	A	A	A	A	A	A	A	A
Marquee	N	N	P	P	P	P	P	N	N	P
Projecting	N	N	P	P	P	P	P	N	N	P
Roof	N	N	P	P	P	P	P	N	N	P
Roof, integral	N	N	P	P	P	P	P	N	N	P
Wall	N	P	P	P	P	P	P	P	N	P
Window	N	A	A	A	A	A	A	A	A	A
Temporary(2)										
A-frame	N	N	A	A	A	A	A	N	N	A
Banner	N	N	P	P	P	P	P	N	N	A
Posters	A	A	A	A	A	A	A	A	A	A
Portable(7)	N	N	N	P	N	N	P	P	N	A
Inflatable	N	N	P	P	N	N	P	N	N	A
Pennant	N	N	P	P	N	P	P	N	N	A
Identification	A	A	A	A	A	A	A	A	A	A
Real estate	A	A	A	A	A	A	A	A	A	A
Political	A	A	A	A	A	A	A	A	A	A
Sign characteristics										
Animated	N	N	P	P	P	P	P	N	N	P
Changeable copy	N	A	A	A	A	A	A	A	A	A
Illumination indirect	A	A	A	A	A	A	A	A	A	A
Illumination internal	A	A	A	A	A	A	A	A	A	A

Illumination, exposed bulbs or neon	N	N	N	N	N	N	N	N	N	N
Color, fluorescent (7)	N	N	N	N	N	N	N	N	N	N

1. Signs identifying or announcing land subdivisions, residential projects, or agricultural operations, where permitted.
 2. See section 30-205
 3. This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted in residential zoning districts, i.e., churches, schools, parks, etc., and includes historical markers.
 4. Where permitted by Table VII, billboards may be established only on lots or parcels fronting or within 600 feet of Interstate ROW as defined by Table VIII and U.S. designated highways.
 5. Unzoned area of county.
 6. Though allowed w/o prior permitting, must meet the conditional requirements of Table VIII. Directional signs are allowed for conforming, nonresidential uses in residential zones.
 7. Color, fluorescent—Allowed only on portable signs where permitted.
 8. **Digital display billboards—See Sec. 30-207 for development standards.**
- NA— Regulation not applicable in unzoned area of county.**

Sec. 30-207. - Development standards.

- (a) *Visual area clearance.* No sign shall be located within a vision clearance area as defined in section 30-245
- (b) *Vehicle area clearance.* When a sign extends over an area where vehicles travel or park, the bottom of the sign structure shall be at least 14 feet above the ground. Vehicle areas include driveways, alleys, parking lots, and loading and maneuvering areas. (See area clearance illustration, 4)
- (c) *Pedestrian area clearance.* When a sign extends over a sidewalk, walkway, or other space accessible to pedestrians, the bottom of the sign structure shall be at least eight feet above the ground. (See area clearance illustration, 4)
- (d) *Sign materials; code compliance.* Permanent and temporary identification signs must be constructed in accord with all applicable provisions of the building code and National Electrical Code, and consist of durable all-weather materials.

Images, logos, graphics, etc. painted on permanent signs or buildings must be performed in a professional and workmanlike manner. Permits for painted signs will only be issued to companies who are engaged as sign painters.

- (e) *Billboard design.* Stacked or double-decked sign faces or side by side sign faces shall not be permitted. Structures permitted after the effective date of this chapter, with a 32 square foot or more sign face, shall be designed and constructed with a single steel pole structural support design, meeting the southeastern building code, including a 110-mile per hour wind load.

(f) Digital and Electronic Changing Message Off-Premise Signs

1. **Digital and Electronic Changing Message Signs are permitted off-site signs, including preexisting non-conforming off-site signs and may be digital signs or electronic changing message signs subject to the following provisions:**
 - a. **All messages, images or displays on a digital sign or electronically changing message sign shall remain unchanged for a minimum of six (6) seconds.**
 - b. **The time interval used to change from one complete message, image or display to the next complete message, image or display shall be a maximum of one (1) second.**
 - c. **There shall be no appearance of a visual dissolve or fading, in which any part of one message, image or display appears simultaneously with a part of a second message, image or display.**

- d. There shall be no appearance of flashing or sudden bursts of light, and no appearance of video motion, animation, movement or flow of the message, image or display within the sign.
 - e. The intensity and contrast of light levels shall remain constant throughout the sign face.
 - f. Each digital sign or electronically changing message sign shall be equipped with automatic day/night dimming software, to reduce the illumination intensity of the sign from one hour after sunset to one hour prior to sunrise.
 - g. The conversion of a preexisting nonconforming off-site sign to a digital sign or electronically changing message sign, including structural improvements related thereto, is permitted and shall not be considered as a removal, replacement, change, expansion, or restoration of a nonconformity. Any necessary modifications to a preexisting nonconforming off-site sign to a digital sign or electronically changing message sign, including reconstruction of the structure or structural alterations, shall be allowed, as long as all dimensions of the sign display shall stay the same as the current dimensions of the sign display.
 - h. Any digital display installation on existing sign structures as of the date of the adoption of this sign ordinance amendment shall be a minimum of 650' from any other digital display facing the same direction.
 - i. The following are the criteria for lighting standards for display signs or electronically changing messages signs:
 - a. Lighting levels will not increase by more than 0.3 foot candles (over ambient levels) as measured using a foot candle meter at a pre-set distance.
 - b. Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each sign size. Measurement distance criteria follow:
 - i. Displays of 300 square feet or less 150'
 - ii. Displays of 378 square feet or less 200'
 - iii. Displays of 672 square feet or less 250'
 - c. Each digital display or electronically changing message sign shall include a light-sensing device that will adjust the brightness as ambient light conditions change.
- (g) ~~(f)~~ Sign illumination. Illuminated signs shall not directly shine on abutting properties. No illumination simulating traffic control devices or emergency vehicles shall be used, nor shall lights which are intermittently switched on and off, changed in intensity or color, or otherwise displayed to create the illusion of flashing or movement be permitted.

FLORENCE COUNTY PLANNING COMMISSION ACTION-FEBRUARY 28, 2012:

The six Planning Commission members present at the meeting held on February 28, 2012, voted unanimously to have staff conduct research from other jurisdictions on the subject and directed staff to bring the information back before the Planning Commission as an agenda item at the next regularly scheduled meeting.

FLORENCE COUNTY PLANNING COMMISSION ACTION-APRIL 24, 2012:

The six Planning Commission members present voted unanimously to accept staff's presentation and for staff to move forward with a text amendment to bring back before the Planning Commission as a Public Hearing at the meeting held on April 24, 2012.

FLORENCE COUNTY PLANNING COMMISSION ACTION-MAY 22, 2012:

The May 22, 2012 meeting of the Planning Commission was cancelled due to the lack of a quorum. There were only four members present. The item will be rescheduled to appear on the agenda for the Planning Commission meeting to be held June 26, 2012.

FLORENCE COUNTY PLANNING COMMISSION ACTION-JUNE 26, 2012:

The seven Planning Commission members present approved the text amendment request unanimously at the meeting held on June 26, 2012.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the text amendment request to Florence County Council.

Page 5-PC#2012-04

FLORENCE COUNTY COUNCIL MEETING

Thursday, August 16, 2012

AGENDA ITEM: Ordinance No. 03-2012/13
Second Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The City Of Johnsonville On S. Georgetown Highway, More Specifically Shown On Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 50007-04-011 And 50007-06-001 From Transitional Growth And Preservation To Public Facility And On Jasmine Street, More Specifically Shown On Tax Map Number 00440-05-093 From Rural Preservation To Suburban Development; And Other Matters Related Thereto.] *(Planning Commission approved 7-0; Council District 2)*

POINTS TO CONSIDER:

1. The subject properties' designations, as established by the Land Use Map of the Florence County Comprehensive Plan, are Transitional Growth and Preservation and/or Rural Preservation.
2. The applicant is proposing to change the designation to Public Facility and/or Suburban Development to recognize substantial change and changing conditions or circumstances in a particular locality.
3. Therefore, a change to the Comprehensive Plan Map Land Use Designation for these properties is hereby recommended.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 03-2012/13
2. Resolution for PC#2012-05
3. Staff report for PC#2012-05
4. Aerial photograph
5. Comprehensive Land Use Plan Map

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: June 26, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: June 26, 2012	Ordinance was advertised for
Planning Commission Action	: June 26, 2012 [Approved: 7-0]	Public Hearing on _____.
First Reading/Introduction	: July 19, 2012	
Committee Referral	: N/A	
County Council Public Hearing	: August 16, 2012	
Second Reading	: August 16, 2012	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 03-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The City Of Johnsonville On S. Georgetown Highway, More Specifically Shown On Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 50007-04-011 And 50007-06-001 From Transitional Growth And Preservation To Public Facility And On Jasmine Street, More Specifically Shown On Tax Map Number 00440-05-093 From Rural Preservation To Suburban Development; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County generally; and
2. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on June 26, 2012.

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

1. The Florence County Comprehensive Plan Land Use Map is hereby amended to change the designation for properties in Florence County located in the City of Johnsonville on S. Georgetown Highway, more specifically shown on Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 50007-04-011 and 50007-06-001 from Transitional Growth and Preservation to Public Facility and on Jasmine Street, more specifically shown on Tax Map Number 00440-05-093 from Rural Preservation to Suburban Development. The seven parcels consist of approximately 6.23 acres.
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:

RESOLUTION FOR PC#2012-05

FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION

[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located In The City Of Johnsonville On S. Georgetown Highway, More Specifically Shown On Tax Map Numbers 00433-05-002, 00433-05-003, 00433-05-004, 00433-05-176, 50007-04-011 And 50007-06-001 From Transitional Growth And Preservation To Public Facility And On Jasmine Street, More Specifically Shown On Tax Map Number 00440-05-093 From Rural Preservation To Suburban Development As Referenced On The Agenda Map.]

WHEREAS:

1. The subject properties' designations as established by the Land Use Map of the Florence County Comprehensive Plan are Transitional Growth and Preservation and/or Rural Preservation.
2. The applicant is proposing to change the designations to Public Facility and/or Suburban Development to recognize substantial change and changing conditions or circumstances in a particular locality.
3. Therefore, a change to the Comprehensive Plan Map Land Use Designation for these properties is hereby recommended.

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

1. A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the Florence County Comprehensive Plan Map Land Use Designation for Properties in Florence County Located in the City of Johnsonville on S. Georgetown Highway and Jasmine Street, measuring approximately 6.23 acres from Transitional Growth and Preservation to Public Facility and from Rural Preservation to Suburban Development as referenced on the agenda map.

ATTEST:


Angela C. Thomas, Secretary II

SIGNED:


Jody B. Lane, Chairman

COMMISSION VOTE: 7-0

OPPOSED: None

ABSENT: T. Greene

V. Talbert

**STAFF REPORT
TO THE
FLORENCE COUNTY/MUNICIPAL PLANNING COMMISSION
June 26, 2012
PC#2012-05
ORDINANCE NO. 03-2012/13**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designations for properties in Florence County located in the City of Johnsonville from Transitional Growth and Preservation to Public Facility and from Rural Preservation to Suburban Development.

Locations: 127, 137, 259, 269, 277 and 309 S. Georgetown Highway and 171 Jasmine Street

Tax Map Numbers 50007, Block 04, Parcel 011;
50007, Block 06, Parcel 001;
00433, Block 05, Parcel 002;
00433, Block 05, Parcel 176;
00433, Block 05, Parcel 003;
00433, Block 05, Parcel 004;
00440, Block 05, Parcel 093

Council District(s): 2; County Council

Applicant: Florence County Planning Commission for the City of Johnsonville

Land Area: 7 parcels, approximately 6.23 acres

Staff Analysis:

The properties are currently designated as Transitional Growth and Preservation and/or Rural Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designations to Public Facility and/or Suburban Development.

Staff's Justification/Reason for the proposed amendment is to recognize substantial change and changing conditions or circumstances in a particular locality.

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Public Facility and/or Suburban Development. Public Facility provides areas that local, state, or federal government maintains for public interest uses including, but not limited to, offices, recreation facilities, law enforcement and emergency response facilities, and schools. Suburban Development provides areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and institutional uses that enhance the area as a whole.

Florence County Planning Commission Action: June 26, 2012:

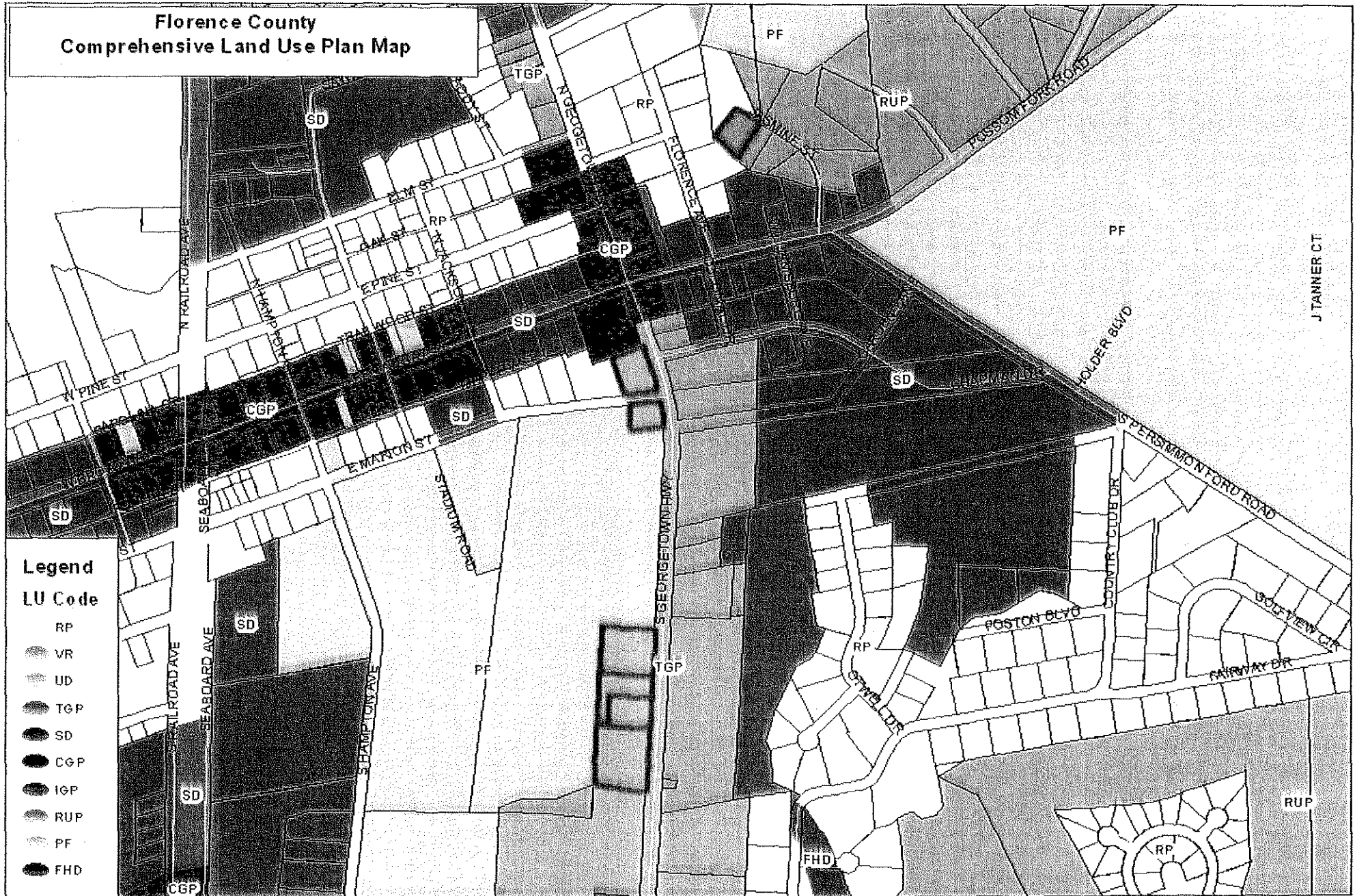
The seven Planning Commission members present voted unanimously to adopt a resolution recommending that County Council amend the Comprehensive Plan Land Use Map.

Florence County Planning Commission Recommendation:

Florence County Planning Commission recommends approval of the request to Florence Council based on Public Facility and Suburban Development land use designations would better coordinate with the existing land uses surrounding this area.



Florence County Comprehensive Land Use Plan Map



FLORENCE COUNTY COUNCIL MEETING

Thursday, August 16, 2012

AGENDA ITEM: Ordinance No. 04-2012/13
Second Reading

DEPARTMENT: Planning and Building Inspections / *MS*

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment "A" Located At 127, 137, 259, 269 And 309 South Georgetown Highway And 171 Jasmine Street, Johnsonville As Shown On Florence County Tax Map No. 00433, Block 05, Parcels 002-004, 176 And Florence County Tax Map No. 50007, Block 04, Parcel 011 And Block 06, Parcel 001; Florence County Tax Map No. 00440, Block 05, Parcel 093; Consisting Of Approx. 6.24 Acres From Unzoned And R-3, Single-Family Residential District To R-3A, Single-Family Residential District; And Other Matters Related Thereto.]
(Planning Commission approved 7-0; Council District 2)

POINTS TO CONSIDER:

1. The subject properties are currently occupied by single-family and manufactured home residential uses, educational support uses, and commercial uses.
2. The subject properties are currently zoned R-3, Single-Family Residential District and unzoned.
3. Surrounding land uses are a mixture of residential, commercial, and educational zoned R-3, B-2 and unzoned.
4. The Comprehensive Plan currently designates the subject properties as Transitional Growth and Preservation and/or Rural Preservation and the zoning amendment request does not comply.
5. The zoning designation of R-3A for the subject properties will comply with the Comprehensive Plan with approval of the land use amendment request to Public Facility and/or Suburban Development.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 04-2012/13
2. Staff report for PC#2012-06
3. Johnsonville Request Letter and Resolution
4. Location Map
5. Comprehensive Plan Land Use Map
6. Zoning Map
7. Aerial Map
8. Property Owners-Attachment "A" as Referenced

Sponsor(s)	:	Planning Commission	I, _____,
Planning Commission Consideration	:	June 26, 2012	Council Clerk, certify that
Planning Commission Public Hearing	:	June 26, 2012	this Ordinance was
Planning Commission Action	:	June 26, 2012 [Approved: 7-0]	advertised for Public Hearing
First Reading/Introduction	:	July 19, 2012	on _____.
Committee Referral	:	N/A	
County Council Public Hearing	:	N/A	
Second Reading	:	August 16, 2012	
Third Reading	:		
Effective Date	:	Immediately	

ORDINANCE NO. 04-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment "A" Located At 127, 137, 259, 269 And 309 South Georgetown Highway And 171 Jasmine Street, Johnsonville As Shown On Florence County Tax Map No. 00433, Block 05, Parcels 002-004, 176 And Florence County Tax Map No. 50007, Block 04, Parcel 011 And Block 06, Parcel 001; Florence County Tax Map No. 00440, Block 05, Parcel 093; Consisting Of Approx. 6.24 Acres From Unzoned And R-3, Single-Family Residential District To R-3A, Single-Family Residential District; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. 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 June 26, 2012.

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

1. Properties located at 127, 137, 259, 269 and 309 South Georgetown Highway and 171 Jasmine Street, Johnsonville bearing Tax Map 00433, Block 05, Parcels 002-004, and 176; Tax Map 50007, Block 04, Parcel 011 and Block 06, Parcel 001; Tax Map 00440, Block 05, Parcel 093 are hereby rezoned to R-3A, Single-Family Residential District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, May 22, 2012
PC#2012-06
ORDINANCE NO. 04-2012/13**

SUBJECT: Rezoning request from R-3, Single-Family Residential District and Unzoned to R-3A, Single-Family Residential District.

LOCATION: 127, 137, 259, 269, 277 and 309 S. Georgetown Highway and 171 Jasmine Street, Johnsonville

TAX MAP NUMBER(S): 00433, Block 05, Parcels 002, 003, 004, 176
00440, Block 05, Parcel 093
50007, Block 04, Parcel 011
Block 06, Parcel 001

COUNCIL DISTRICT(S): 2; County Council

OWNER(S) OF RECORD: See Property Owners' Information Attached

APPLICANT: The City of Johnsonville's City Council o/b/o City of Johnsonville and Property Owners

LAND AREA: Approx. 6.24 acres

WATER /SEWER AVAILABILITY: Water and sewer services are provided by the City of Johnsonville.

**ADJACENT WATERWAYS/
BODIES OF WATER:** None

FLOOD ZONE: N/A

STAFF ANALYSIS:

1. Existing Land Use and Zoning:

The subject properties are currently occupied by single-family and manufactured home residential uses, educational support uses, and commercial uses.

The subject properties are currently zoned R-3, Single-Family Residential District and a portion of the subject property located on Jasmine Street is unzoned.

2. Proposed Land Use and Zoning:

There have been no proposals submitted for the development of new land uses or the redevelopment in the existing land uses at this time.

The request is to zone the properties to an R-3A, Single-Family Residential Zoning District.

3. Surrounding Land Use and Zoning on S. Georgetown Hwy:

North: Residential and commercial/R-3/B-2/ City of Johnsonville

South: Residential and commercial/R-3/B-2/City of Johnsonville

West: Residential and educational /R-3/City of Johnsonville

East: Across E. Georgetown Hwy, commercial and residential/B-2/City of Johnsonville

4. Surrounding Land Use and Zoning on Jasmine Street

North: Residential/B-2/Unz/Florence County

South: Residential/R-3/City of Johnsonville

West: Residential/R-3/City of Johnsonville

East: Residential/Unz/Florence County

5. Transportation Access and Circulation:

Main access and circulation to the subject properties are by way of S. Georgetown Hwy., and Jasmine Street.

6. Traffic Review:

The rezoning of the subject properties will not have an effect on traffic flow for the area.

7. Florence County Comprehensive Plan:

Currently, the Land Use Element of the Comprehensive Plan designates the subject properties as Transitional Growth and Preservation and/or Rural Preservation.

The request for the zoning amendment to an R-3A does not presently comply with the Land Use Element's and Map's designation for the subject properties.

In order for the zoning amendment to be in compliance with the land Use Element and Map of the Comprehensive Plan, the applicant has submitted a land use amendment request for the properties in question to the designation of Public Facility and/or Suburban Development.

According to the Land Use Element of the Comprehensive Plan, the intent of the Public Facility and Suburban designations are as follows:

Public Facilities - Provide areas that local, state, or federal government maintained areas for public interest uses including, but not limited to water and sewer facilities, offices, recreation facilities, law enforcement, emergency response facilities and schools. (Zoning District Permitted: All Districts)

Suburban Development - Provide areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and institutional uses that enhance the area as a whole. (Zoning Districts Permitted: R-2, R-3, R-4, B-1, B-2, RU-1, PD)

Approval of the land use amendment of the subject properties will bring the zoning amendment of the subject properties to an R-3A, Single-Family Residential District in compliance with the Florence County Comprehensive Plan.

8. Chapter 30-Zoning Ordinance:

The R-3A, Single-Family Residential District has all the same permitted and conditional uses, excluding manufactured homes and the same setback requirements as the R-3, Single-Family Residential District.

Additionally, the intent of the R-3, Single-Family Residential District is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

STAFF RECOMMENDATION:

Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the land use amendment request approval.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, MAY 22, 2012:

The May 22, 2012 meeting of the Planning Commission was cancelled due to the lack of a quorum. There were only four members present. The item will be rescheduled to appear on the agenda for the Planning Commission meeting to be held June 26, 2012.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, JUNE 26, 2012:

The seven Planning Commission members present approved the zoning amendment request unanimously based on the request being in compliance with the Comprehensive Land Use Plan and Map with approval of the land use map amendment request at the meeting held on June 26, 2012.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the zoning amendment request to Florence County Council based on the request being in compliance with the Comprehensive Land Use Plan and Map with approval of the land use map amendment request.



City of Johnsonville

Post Office Box 428

JOHNSONVILLE, SOUTH CAROLINA 29555

TELEPHONE (843) 386-2069

FAX (843) 386-2626

February 13, 2012

Mr. Jay Graham
Florence County Planning and Zoning
518 S. Irby Street
Florence, SC 29501

RR: City of Johnsonville re-zoning request

Dear Mr. Graham:

Please find the attached application requesting that current R-3 zoned properties within the City of Johnsonville be re-zoned to R-3A. This re-zoning will result in these properties being subject to the same restrictions they were under prior to July 1, 2008.

The manufactured home restriction was lifted due to a re-structuring of Florence County Planning and Zoning in 2008. In 2008, the R-3 restrictions were changed as they pertained to the City of Johnsonville, creating a loophole that permitted manufactured homes in these areas. The new, R-3A designation will once again eliminate manufactured homes (mobile homes and doublewides) in these districts.

Johnsonville City Council officially authorized the requested change in session on January 10th, 2012 (resolution attached). Thank you for your assistance with this request, and please let me know if I can offer additional support.

Sincerely,

Scott Tanner/Administrator
City of Johnsonville

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
CITY OF JOHNSONVILLE)

**RESOLUTION REQUESTING R-3 ZONING
WITHIN THE CORPORATE LIMITS OF
JOHNSONVILLE BE RE-ZONED R-3A**

WHEREAS, the City of Johnsonville wishes to maintain consistency in zoning regulations throughout the corporate limits of the City, and


WHEREAS, prior to July 1, 2008 manufactured homes were not allowed within the corporate limits, and

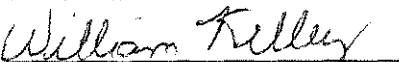
WHEREAS, the City wishes to protect property values in the residential zoned areas of the city limits, and

WHEREAS, it is the responsibility of City Council to improve and preserve the current areas of the City designated for residential use,

NOW THEREFORE, BE IT RESOLVED, that the governing body of the City of Johnsonville, Mayor and Council duly assembled, this 10th day of January, 2012, does hereby request Florence County to re-zone all R-3 designations in the City Limits to R-3A. This designation will result in these areas being under the same restrictions as they were prior to July 1, 2008.


Resolved and agreed upon this 10th day of January, 2012.



Diane Marsh



William Kelley


Dr. Dale Strickland


Cindy Powell/Clerk/Attest


Mayor Steve Duker


Carl Skinner


Johnny Hannah


David Eaddy

Florence County Planning Department
518 South Irby Street
Florence, South Carolina 29501
Phone (843)676-8600 Fax (843)676-8667
Toll Free Phone (866)258-9232 Toll Free Fax (866)259-2068
ZONING MAP AMENDMENT REQUEST APPLICATION

FOR OFFICE USE ONLY:

Date filed: _____ Request No. _____

Hearing Date: _____ Fee Paid: _____ Notice Published: _____

Planning Commission Recommendation: _____

Date of Recommendation: _____

Florence County Council Action: _____

Date of Action: _____

INSTRUCTIONS

A zoning map amendment may be initiated by the property owner, agent of the property owner(as authorized by the property owner), Planning Commission, or Governing Council. The Florence County Planning Commission must then hold a public hearing. The applicant and/or agent must appear at the hearing to present the case before the Planning Commission. After the Planning Commission has made its recommendation, the issue will then go to Florence County Council.

If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent section.

A \$100.00 fee must accompany this application.

THE APPLICANT (S) HEREBY REQUEST (S) that the property(ies) described below be zoned/rezoned from R-3 to R-3A

[Pertinent zoning district information required here]

THE APPLICANT (S) is/are the () property owner(s), () agent of property owner(s)

APPLICANT (S) (Please print or type):

Name(s): City of Johnsonville

Address: 111 W. BROADWAY ST; JOHNSONVILLE, SC 29555

Telephone Number: 843-386-2069 [work] _____ [home] _____

[Use reverse side if more space is needed]

PROPERTY ADDRESS: E See Attached LIST (1106 PROPERTIES)

Tax Map No. _____, Block _____, Parcel _____, Lot _____

Are there Restrictive Covenants on this property that would prohibit the proposed use? ☐ Yes ☒ No

[If yes, a copy must accompany this application.]

Subdivision _____

Plat Book: _____ Page: _____

Lot Dimensions: _____ Area: _____

Zoning District: _____ Zoning Map Page: _____

[Use reverse side if more space is needed]

DESIGNATION OF AGENT [complete only if owner is not applicant]:

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for the zoning map amendment.

Signature: _____ Date: _____

I (we) certify that the information in this request is correct.

Applicant(s) signature: Scott Tanner Date: 2-12-2012

Printed name: Scott Tanner / City Administrator Date: 2/12/2012

IV. Proposed Change:

☐ Amendment to Map. It is requested that the property described and shown on the attached site plan be zoned to _____.

☒ Amendment to Map. It is requested that the property described and shown on the attached site plan be rezoned from R-3 to R-3A.

Present use of property: Residential

Proposed use of property: Residential

I certify that I have received and read the attached copy of Section 30-30 Table III: Zoning Setbacks for Residential, Business, and Rural Districts and understand that the property must meet these requirements.

I understand that other conditions such as a bufferyard or special setbacks may also be imposed by the Zoning Ordinance.

Applicant(s) signature: _____ Date: _____

VI. Adjacent Property Owners:

List all property adjacent to the subject property.

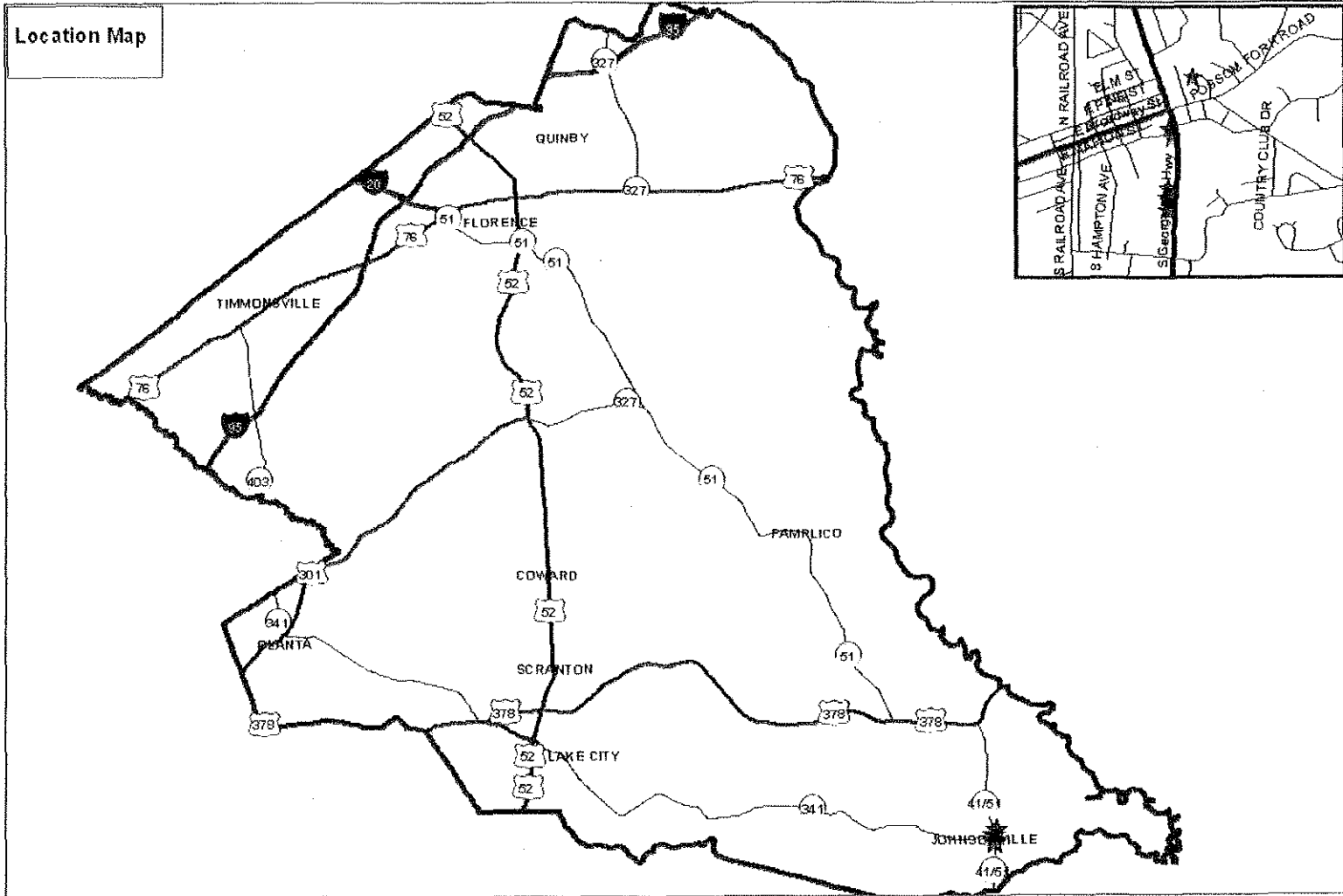
Name	Address	Present Use

I certify that all of the above information including any attachments provided along with this application is true and accurate to the best of my knowledge.


Signature

2-12-12
Date

Location Map



Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 06/03/2012



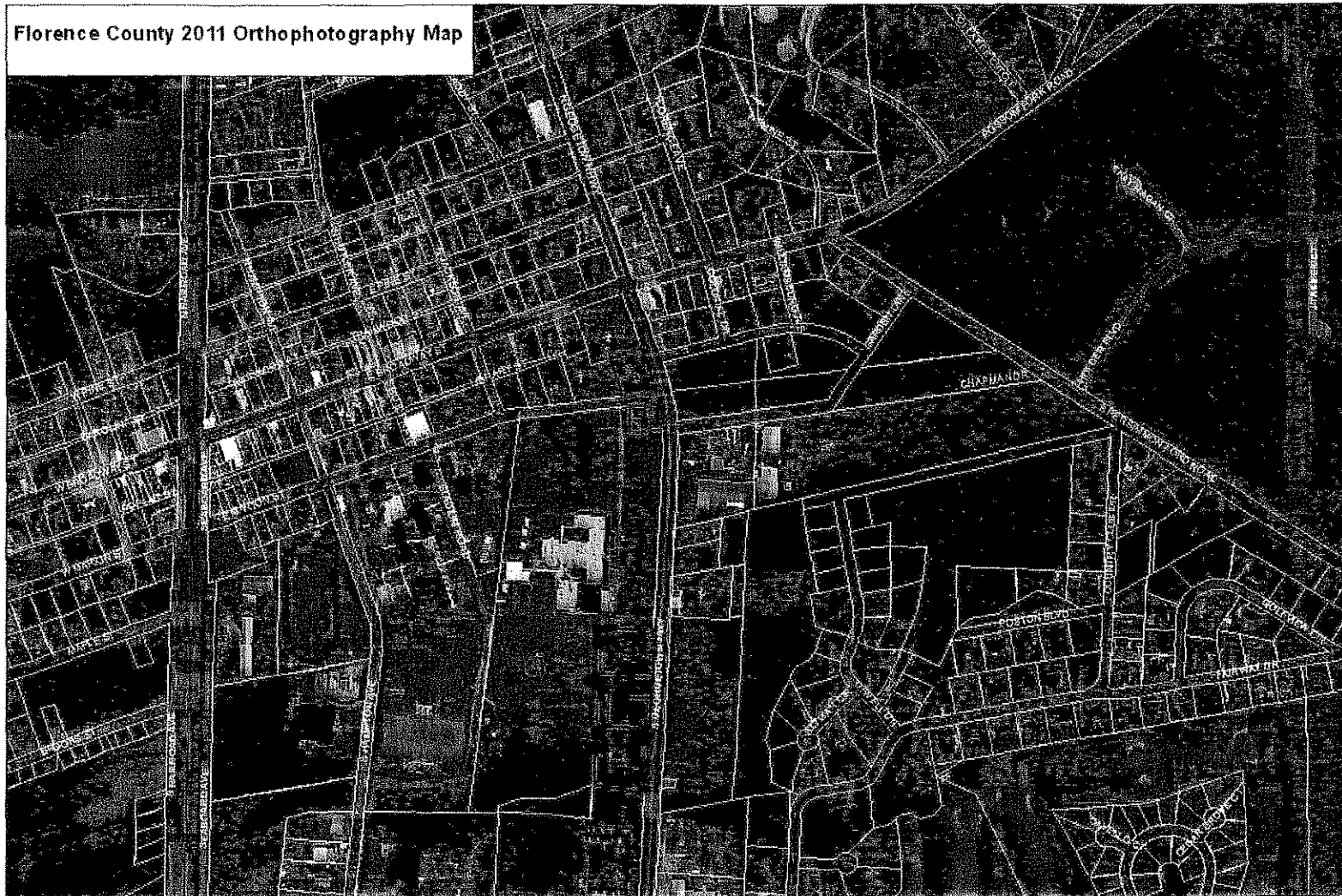
COUNTY COUNCIL DISTRICT(S): 2
 PC#2012-06

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
05/03/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-06

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
05/03/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-06

Ordinance 04-2012/13 Property Owners Information

OwnerName	Add1	Add2	Add3	TMS	PC_Item
FLORENCE COUNTY SCHOOL	DISTRICT FIVE	PO BOX 98	JOHNSONVILLE SC29555	00433-05-002	PC#2012-06_Buf
EDGEWORTH NORMAN K JR &	DEBORAH M	PO BOX 797	JOHNSONVILLE SC29555	00433-05-003	PC#2012-06_Buf
SIMS TERRY M	C/O MR THOMAS SIMS	985 OLD GEORGETOWN HWY	HEMINGWAY SC29554	00433-05-004	PC#2012-06_Buf
FENNER JACK L & JACKIE H		PO BOX 50833	MYRTLE BEACH SC29579	00433-05-176	PC#2012-06_Buf
KELLEY GEORGE WILLIAM &	KAREN ANN	171 JASMINE ST	JOHNSONVILLE SC29555	00440-05-093	PC#2012-06_Buf
JOHNSONVILLE STATE BANK		PO BOX 8	JOHNSONVILLE SC29555	50007-04-011	PC#2012-06_Buf
SIMON SARAH D		PO BOX 1072	JOHNSONVILLE SC29555	50007-06-001	PC#2012-06_Buf

FLORENCE COUNTY COUNCIL MEETING
Thursday, August 16, 2012

AGENDA ITEM: Ordinance No. 05-2012/13
Second Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By William C.B. Eaddy Located Off Of Laron Street, Scranton As Shown On Florence County Tax Map No. 00194, Block 31, Parcel 128; Consisting Of Approx. 8.51 Acres From R-5, Residential Multi-Family District And Unzoned To PD, Planned Development District; And Other Matters Related Thereto.]
(Planning Commission *approved* 7-0; Council District 1)

POINTS TO CONSIDER:

1. The subject property is currently occupied by a mixture of duplexes, single-family homes and a single-wide mobile home.
2. The property is currently zoned R-5, Residential Multi-Family District with a smaller rear portion of the property currently unzoned existing in Florence County.
3. The applicant proposes to rezone the property to a PD, Planned Development District utilizing those uses that would be permitted in a B-3, General Commercial District.
4. Surrounding land uses consist of double and single-wide manufactured and single-wide home, single-family residential commercial, vacant and wooded land.
5. The zoning amendment request will comply with the Land Use Element and Map of the Comprehensive Plan.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 05-2012/13
2. Staff report for PC#2012-07
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map
7. Site Plans PD-12-01

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: June 26, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: June 26, 2012	this Ordinance was
Planning Commission Action	: June 26, 2012 [Approved: 7-0]	advertised for Public Hearing
First Reading/Introduction	: July 19, 2012	on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: August 16, 2012	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 05-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By William C.B. Eaddy Located Off Of Laron Street, Scranton As Shown On Florence County Tax Map No. 00194, Block 31, Parcel 128; Consisting Of Approx. 8.51 Acres From R-5, Residential Multi-Family District And Unzoned To PD, Planned Development District; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. 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 June 26, 2012.

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

1. Property located on Laron Street, Scranton bearing Tax Map 00194, Block 31, Parcel 128 is hereby rezoned to PD, Planned Development District inclusive of the following development standards:

Site Plan PD-12-01

Permitted Uses within a B-3, General Commercial District

- Residential uses of single-family homes, doublewide manufactured homes, duplexes
- Commercial uses (Excluding sexually oriented businesses and liquor stores.)

Density

Residential density, setbacks, impervious surface ratios, floor area ratios, and building heights shall be determined by the scale of the project in relation to its surroundings and its impact on existing and proposed support facilities, i.e. transportation, water and sewerage systems, recreation facilities, etc.

- Minimum Setback Requirements
Front – 5 feet - Laron Street
Side – 10 feet
Rear – 10 feet
- Building to Building
20 feet
- Impervious Surface Ratio (%)

- 90%
- Maximum Floor Area Ratio
None
(Total floor area measured as a percent of total lot area.)
- Maximum Height
There is no maximum: provided side and rear setbacks shall increase by one foot for each two feet in height over 35 feet for buildings outside of the B-4 district; further provided that approval of buildings over 35 feet shall be based on fire ladder capabilities as determined by the fire department with jurisdiction.
- Buffer Areas
Buffer areas shall be required for peripheral uses only, and shall be provided in accordance with the minimum requirements for adjacent uses prescribed by article IV, division 1. Buffer areas are not required for internal use.

Streets and Street Improvements

Private streets may be permitted in a PD provided such streets meet the design and construction standards promulgated for public streets; further provided that an acceptable maintenance plan be submitted to and approved by the planning commission prior to permitting.

Landscaping and Common Open Space

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

Signage

Chapter 30-Zoning Ordinance, Sec. 30-203.-Common signage plan required of the Florence County Code establishes that common signage plan shall be prerequisite to the issuance of any sign permit involving a PD, Planned Development District.

The plan shall contain all information required for sign permits generally as required by Sec.30-270 of the Florence County Code and shall specify standards for consistency among all signs on the lot affected by the plan with regard to lettering or graphic style; lighting; location of each sign on the buildings; material; sign proportions and all other pertinent criteria as established by this Ordinance.

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

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, June 26, 2012
PC#2012-07
ORDINANCE NO. 05-2012/13**

SUBJECT: Rezoning request from R-5, Multi-Family Residential District and Unzoned to PD, Planned Development District.

LOCATION: Property located off of Laron Street, Scranton

TAX MAP NUMBER: 00194, Block 31, Parcel 128

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: William C. B. Eaddy

APPLICANT: William C. B. Eaddy

LAND AREA: 8.51 Acres

WATER /SEWER AVAILABILITY: Water services provided by the Town of Scranton.
Sewer services provided by the City of Lake City.

**ADJACENT WATERWAYS/
BODIES OF WATER:** Body of water located to the west

FLOOD ZONE: N/A

STAFF ANALYSIS:

1. **Existing Land Use and Zoning:**

The subject property is currently occupied by a mixture of duplexes, single-family homes and a single-wide mobile home. The property is currently zoned R-5, Residential Multi-Family District located in the Town of Scranton and a smaller rear portion of the property is currently unzoned existing in Florence County.

2. **Proposed Land Use and Zoning:**

The applicant wishes to further develop the property with a mixture of commercial and residential uses. The applicant proposes to rezone the property to a PD, Planned Development District that would support a mixed-use development of this type utilizing those uses that would be permitted in a B-3, General Commercial District.

3. Surrounding Land Use and Zoning:

North: Mixture of double and single-wide manufactured homes, mobile homes/R-5/Town of Scranton
South: Vacant land/R-2/Town of Scranton
West: Wooded land /Substation/Unz/Florence County
East: Fire station/R-5/Town of Scranton
Single-family residential (across Bozy Road) /R-1/Town of Scranton
Commercial uses (across Bozy Road)/B-3/Town of Scranton

4. Transportation Access and Circulation:

Present access to the property is by way of Bozy Road onto Laron Street.

5. Traffic Review:

The rezoning of the property will not have an effect on traffic flow for this area.

6. Florence County Comprehensive Plan:

The subject property is located in a Suburban Development and Rural Preservation area according to the Comprehensive Plan Land Use Map. While the applicant has requested to rezone this property for a Planned Development use, this request does comply with the Comprehensive Plan.

7. Chapter 30-Zoning Ordinance:

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

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

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

TECHNICAL REVIEW COMMITTEE ACTION-JUNE 18, 2012:

The Technical Review Committee recommended approval of PD-12-01 on June 18, 2012 to the Planning Commission.

Persons in attendance at the meeting were as follows- Planning Commission members, Mr. Bill Lockhart, Vice Chairman and Mr. David Hobbs; staff members-Angie Thomas, Derrick Singletary, Pearlie McDaniel, Rebecca Berry, Tripp Ward and the applicant, Mr. William B. Eaddy.

STAFF RECOMMENDATION:

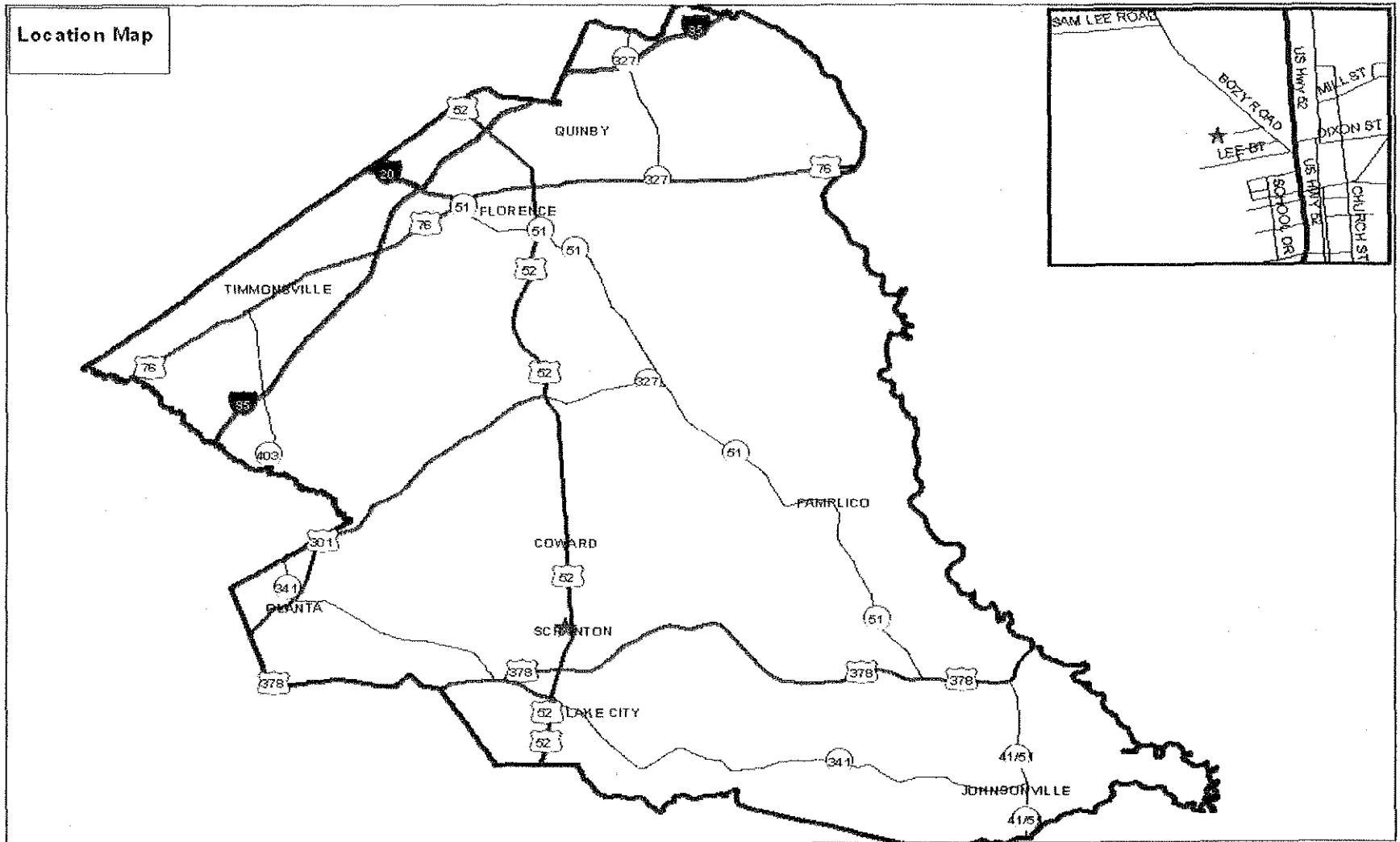
Staff recommends approval of the zoning amendment request to Florence County Council based on the request being in compliance with the Land Use Element and Land Use Map of the Comprehensive Plan.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, JUNE 26, 2012:

The seven Planning Commission members present approved the zoning amendment request unanimously based on its being in compliance with the Comprehensive Plan Land Use Element and Map at the meeting held on June 26, 2012.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the zoning amendment request to Florence County Council based on its compliance with the Comprehensive Plan Land Use Element and Map.



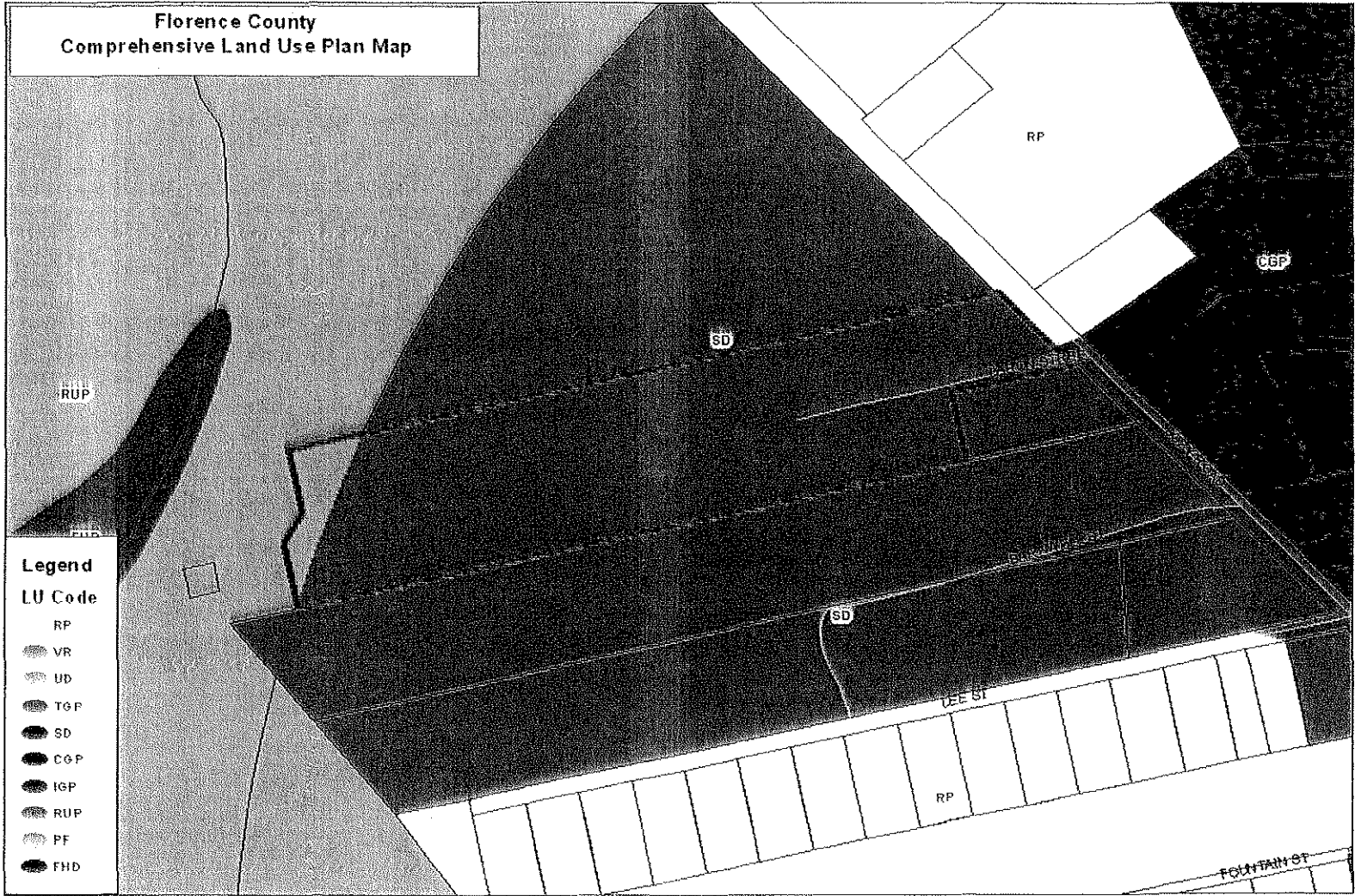
0 1 2 3 4 Miles



Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 06/07/2012



COUNTY COUNCIL DISTRICT(S): 1
 PC#2012-07



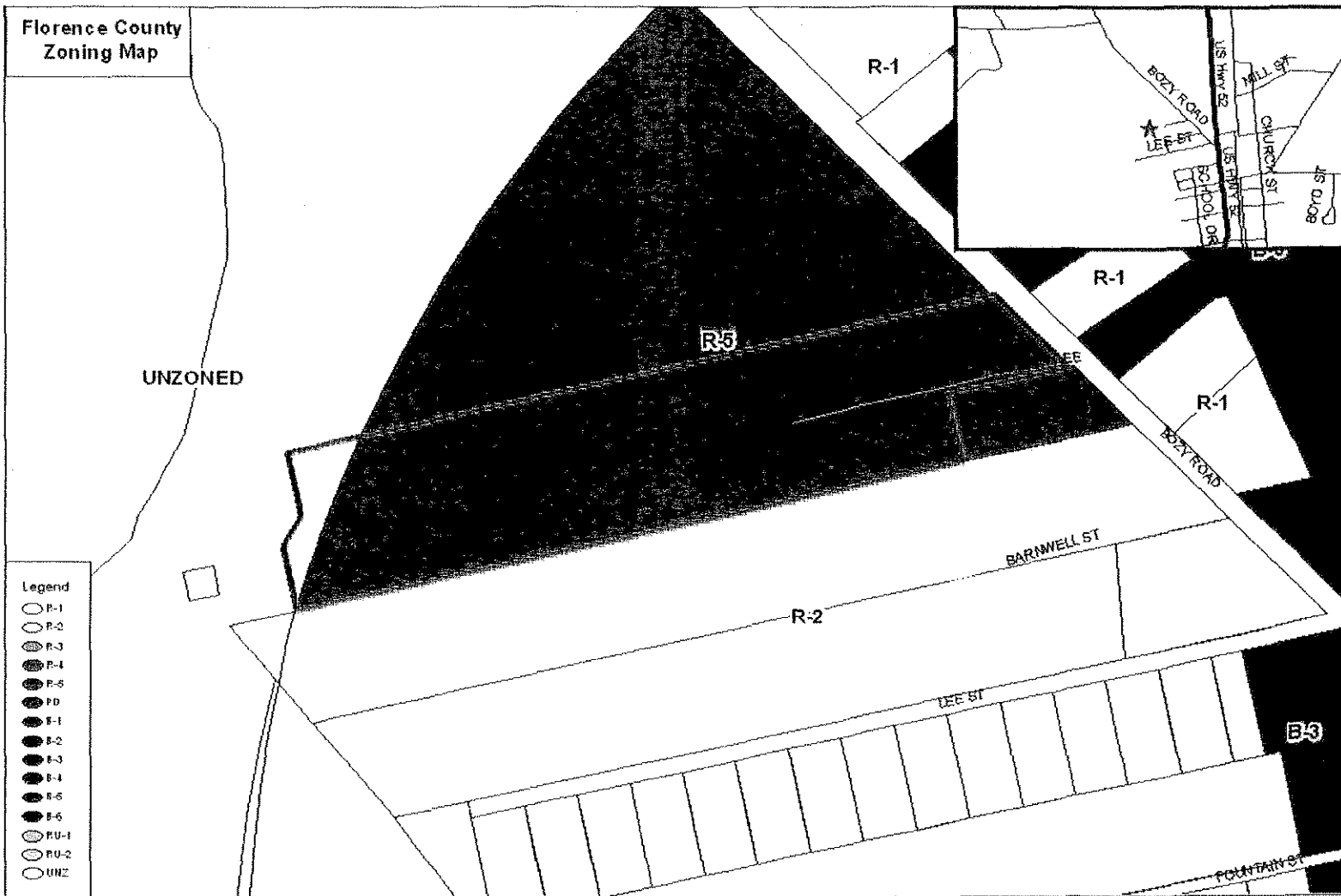
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680 Feet

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 Geographic Information Systems
 06/07/2012



COUNTY COUNCIL DISTRICT(S): 1
PC#2012-07



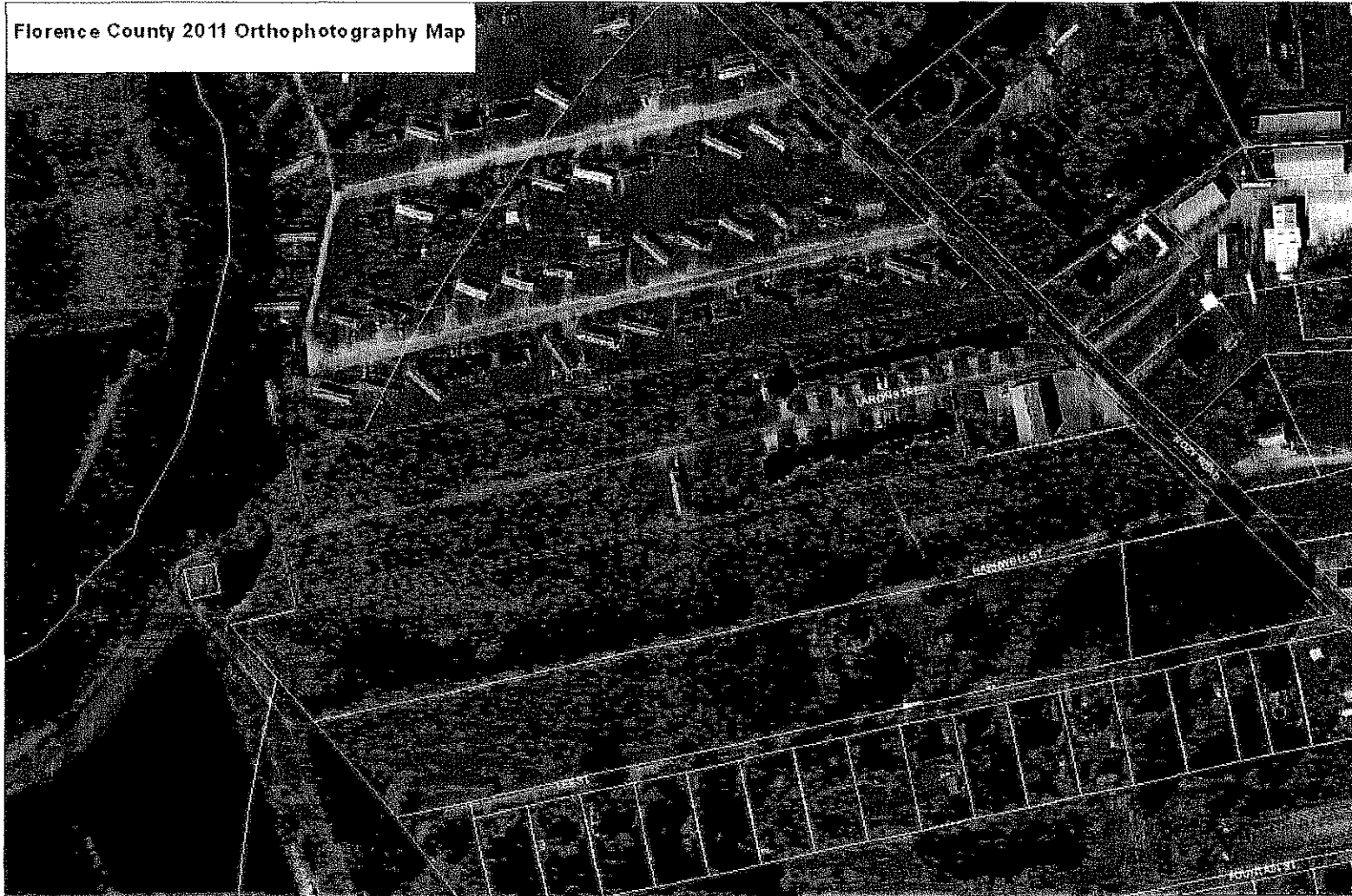
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700 feet
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 Geographic Information Systems
 08/07/2012



COUNTY COUNCIL DISTRICT(S): 1
PC#2012-07

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
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& Building Inspections Department
Geographic Information Systems
06/07/2012



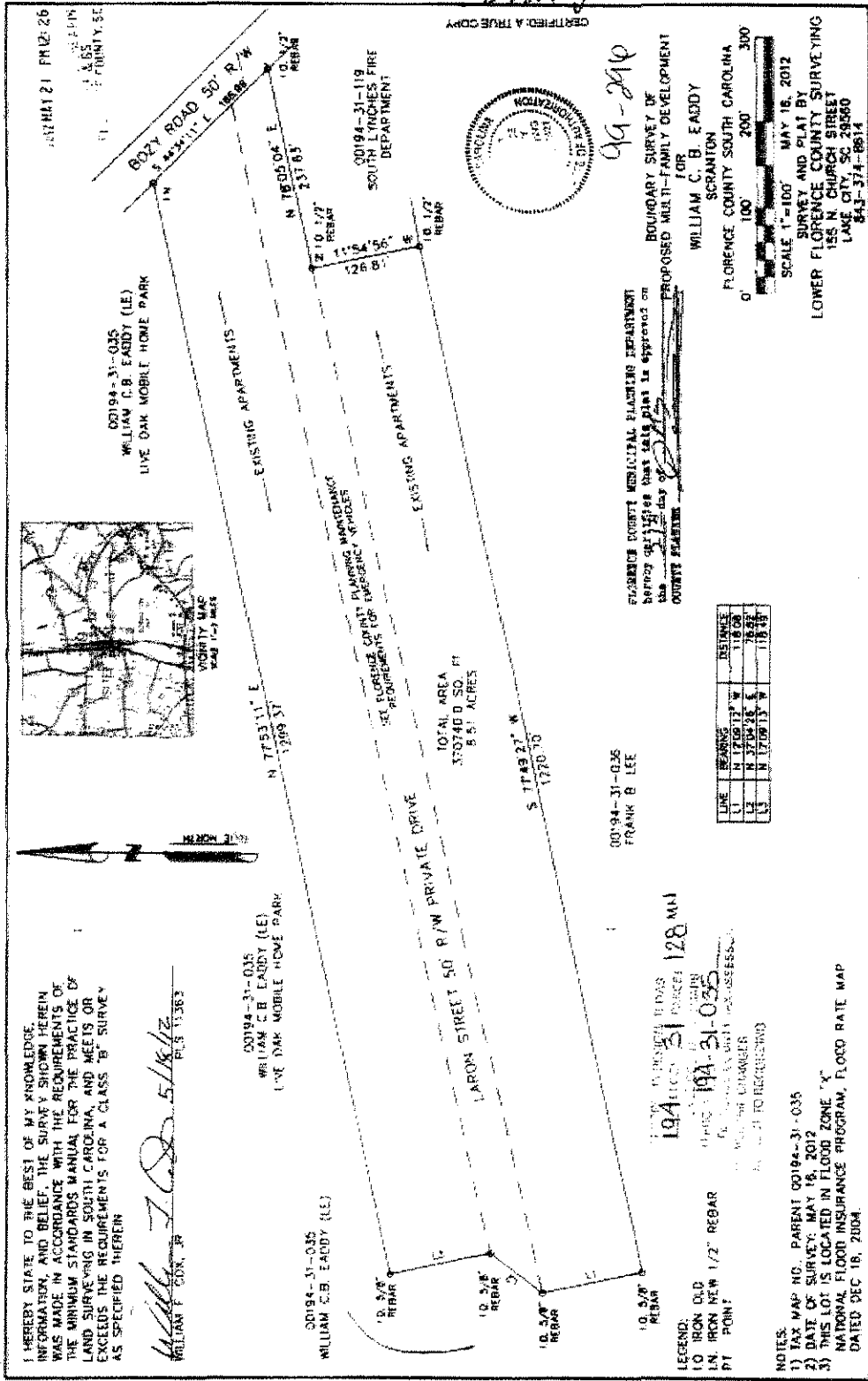
COUNTY COUNCIL DISTRICT(S): 1
PC#2012-07

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN

William F. Conner, Jr.
 WILLIAM F. CONNER, JR.
 PLS 13362

00194-31-035
 WILLIAM C.B. EADDY (LE)
 LIVE OAK MOBILE HOME PARK

00194-31-035
 WILLIAM C.B. EADDY (LE)



CERTIFIED A TRUE COPY
 CLERK OF COURT C.P. & G.S.
 FLORENCE COUNTY, S.C.



99-246

FLORENCE COUNTY MEDICAL PLANNING DEPARTMENT
 BOUNDARY SURVEY OF
 PROPOSED MULTI-FAMILY DEVELOPMENT
 FOR
 WILLIAM C. B. EADDY
 SCRANTON
 FLORENCE COUNTY SOUTH CAROLINA

00194-31-035
 FRANK B LEE

194-31-035
 128 MM

LEGEND:
 1) IRON OLD
 2) IRON NEW
 3) PT. POINT

LINE	BEARING	DISTANCE
1	N 77°53'11\"	128.00
2	N 77°53'11\"	128.00
3	N 77°53'11\"	128.00

NOTES:
 1) TAX MAP NO. 194-31-035
 2) DATE OF SURVEY: MAY 18, 2012
 3) THIS LOT IS LOCATED IN FLOOD ZONE "X"
 NATIONAL FLOOD INSURANCE PROGRAM, FLOOD RATE MAP
 DATED DEC 18, 2004

SCALE 1"=100'
 SURVEY AND PLAT BY
 LOWER FLORENCE COUNTY SURVEYING
 185 N. CHURCH STREET
 LAKE CITY, SC 29560
 843-374-8614

FLORENCE COUNTY COUNCIL MEETING

Thursday, August 16, 2012

AGENDA ITEM: Ordinance No. 06-2012/13
Second Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Section 30-267, Certificates Of Zoning Compliance And Section 30-268, Repair Permits; And Other Matters Related Thereto.] *(Planning Commission approved 7-0: All Districts)*

POINTS TO CONSIDER:

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, systems and processes 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 June 26, 2012.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 06-2012/13-Markup
2. Staff report for PC#2012-08

Sponsor(s)	:	Planning Commission	I, _____,
Planning Commission Consideration	:	June 26, 2012	Council Clerk, certify that
Planning Commission Public Hearing	:	June 26, 2012	this Ordinance was
Planning Commission Action	:	June 26, 2012 [Approved: 7-0]	advertised for Public Hearing
First Reading/Introduction	:	July 19, 2012	on _____.
Committee Referral	:	N/A	
County Council Public Hearing	:		
Second Reading	:	August 16, 2012	
Third Reading	:		
Effective Date	:	Immediately	

ORDINANCE NO. 06-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Section 30-267, Certificates Of Zoning Compliance And Section 30-268, Repair Permits; 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, systems and processes 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 June 26, 2012.

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

1. Florence County Code, Chapter 30, Zoning Ordinance, Section 30-267, Certificates of zoning compliance and Section 30-268, Repair permits; is hereby amended to read as follows:

Sec. 30-267. - Certificates of zoning compliance.

(a) *When required.* A certificate of zoning compliance shall be required in advance of:

- (1) The issuance of a building permit for new construction or for existing construction where the footprint of an existing building is re-established through movement or increased through expansion.
- (2) Excavation preparatory to the construction of a structure for which a building permit is required.
- (3) ~~All proposed construction and other developments including~~ The placement or relocation of manufactured homes.
- (4) Grading, filling, surfacing, or enlarging parking areas, ~~containing more than six parking spaces for a new or changed use.~~

- (5) Changing the use of any part of a structure or zoning lot, including any increase in the number of families or dwelling units occupying a building or lot.
- ~~(6) The installation on any zoning lot of a manufacturing or other industrial process whose operation may generate effects of the types and magnitudes limited by performance standards as set forth in section 30-100~~
- (7) Installation of any sign for which a permit is required.
- (8) The establishment of a temporary use as required by Section 30-99.
- ~~(9) Electric or gas utility companies and/or cooperatives extending service or utilities to a given site.~~

Exceptions: Certificates of zoning compliance are not required for maintenance work, repair work and trade work provided that the work permitted will not result in a change of use or a change to the existing footprint of any existing building.

(b) *Processing procedures.*

- (1) When the zoning administrator receives an application for a certificate of zoning compliance whose proposed improvement and use described and illustrated conforms to all requirements of this chapter, he shall issue a certificate of zoning compliance and return a signed copy to the applicant within ten days of receipt of the application.
- (2) When the zoning administrator receives an application for a certificate of zoning compliance whose proposed improvement and use described and illustrated does not conform to this chapter, he shall deny the issuance of a certificate of zoning compliance, and so advise the applicant within ten days, citing the particular sections of this chapter with which the application does not comply.
- (3) Each application for a certificate of zoning compliance shall be filed with the zoning ~~coordinator~~ administrator on a form provided therefore, which form may be combined with the application for a building permit required under the building code. The application must be signed by the owner or his authorized agent or attorney.

(c) *Application requirements.*

- (1) In addition to such information as may be required in an application for a building permit where a site plan is required, each application for a certificate of zoning compliance shall be accompanied by a plan in duplicate, drawn legibly to scale on either a plat or paper, showing:
 - a. The shape and dimensions of the zoning lot.
 - b. The size and location of all existing buildings.
 - c. The lines within which any proposed buildings shall be erected, altered, or moved; the locations of any officially approved building setback lines.

- d. The heights of all proposed buildings and parts thereof.
- e. The existing and proposed use of each building and part thereof.
- f. The use of adjoining properties.
- g. The number of families or dwelling units in each existing building and the number that each proposed building is intended to accommodate.
- h. The size and location of all proposed driveways, off-street loading areas, and off-street parking areas, ~~containing more than six parking spaces.~~
- i. Finished first floor elevation above mean sea level requirement and the flood hazard zone designation if in a special flood hazard zone.
- j. Such other reasonable and pertinent information concerning the lot or neighboring lots as the zoning administrator may find necessary for the enforcement of this chapter.

- (2) Each application for a certificate of zoning compliance shall be accompanied by a recorded plat of the lot in duplicate, and drawn to scale, when required by the zoning administrator, for placement and distance measurement clarification.

(Ord. No. 33-2006/07, § 8.7, 6-7-07; Ord. No. 08-2008/09, § 1, 11-20-08)

Sec. 30-268. — Reserved - Repair permits.

~~Where an application for a certificate of zoning compliance is to effect repairs only, the zoning administrator may waive the requirements of an approved plat or plan. The work to be performed shall be clearly defined in the certificate of zoning compliance.~~

~~*(Ord. No. 33-2006/07, § 8.8, 6-7-07)*~~

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

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, June 26, 2012
PC#2012-08**

SUBJECT: Request for text amendment to the Florence County Code, Chapter 30; Zoning Ordinance, Section 30-267, Certificates of zoning compliance and Section 30-268, Repair permits.

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.

Planning staff is requesting an amendment to the text of Sec. 30-267 and Sec. 30-268 in an effort to alleviate any misunderstanding that may arise regarding the requirements for when a Certificate of Zoning Compliance (CZC) is needed, the processing of applications for a CZC and information required for a CZC application.

Amendment to the text would provide a more accurate phrasing of the requirements the ordinance has established for CZC's and thus improve the public's interaction with the permitting process.

TEXT AMENDMENT REQUEST:

The amendment to the text of Chapter 30-Zoning Ordinance-Sec.30-267 and Sec. 30-268 of the Florence County Code shall read as follows:

Sec. 30-267. - Certificates of zoning compliance.

(a) *When required.* A certificate of zoning compliance shall be required in advance of:

- (1) The issuance of a building permit for new construction or for existing construction where the footprint of an existing building is re-established through movement or increased through expansion.
- (2) Excavation preparatory to the construction of a structure for which a building permit is required.
- (3) ~~All proposed construction and other developments including~~ The placement or relocation of manufactured homes.

- (4) Grading, filling, surfacing, or enlarging parking areas, ~~containing more than six parking spaces for a new or changed use.~~
- (5) Changing the use of any part of a structure or zoning lot, including any increase in the number of families or dwelling units occupying a building or lot.
- (6) ~~The installation on any zoning lot of a manufacturing or other industrial process whose operation may generate effects of the types and magnitudes limited by performance standards as set forth in section 30-100~~
- (7) Installation of any sign for which a permit is required.
- (8) The establishment of a temporary use as required by Section 30-99.
- (9) ~~Electric or gas utility companies and/or cooperatives extending service or utilities to a given site.~~

Exceptions: Certificates of zoning compliance are not required for maintenance work, repair work and trade work provided that the work permitted will not result in a change of use or a change to the existing footprint of any existing building.

(b) *Processing procedures.*

- (1) When the zoning administrator receives an application for a certificate of zoning compliance whose proposed improvement and use described and illustrated conforms to all requirements of this chapter, he shall issue a certificate of zoning compliance and return a signed copy to the applicant within ten days of receipt of the application.
- (2) When the zoning administrator receives an application for a certificate of zoning compliance whose proposed improvement and use described and illustrated does not conform to this chapter, he shall deny the issuance of a certificate of zoning compliance, and so advise the applicant within ten days, citing the particular sections of this chapter with which the application does not comply.
- (3) Each application for a certificate of zoning compliance shall be filed with the zoning ~~coordinator~~ administrator on a form provided therefore, which form may be combined with the application for a building permit required under the building code. The application must be signed by the owner or his authorized agent or attorney.

(c) *Application requirements.*

- (1) In addition to such information as may be required in an application for a building permit where a site plan is required, each application for a certificate of zoning compliance shall be accompanied by a plan in duplicate, drawn legibly to scale on either a plat or paper, showing:
 - a. The shape and dimensions of the zoning lot.
 - b. The size and location of all existing buildings.

- c. The lines within which any proposed buildings shall be erected, altered, or moved; the locations of any officially approved building setback lines.
- d. The heights of all proposed buildings and parts thereof.
- e. The existing and proposed use of each building and part thereof.
- f. The use of adjoining properties.
- g. The number of families or dwelling units in each existing building and the number that each proposed building is intended to accommodate.
- h. The size and location of all proposed driveways, off-street loading areas, and off-street parking areas, ~~containing more than six parking spaces.~~
- i. Finished first floor elevation above mean sea level requirement and the flood hazard zone designation if in a special flood hazard zone.
- j. Such other reasonable and pertinent information concerning the lot or neighboring lots as the zoning administrator may find necessary for the enforcement of this chapter.

- (2) Each application for a certificate of zoning compliance shall be accompanied by a recorded plat of the lot in duplicate, and drawn to scale, when required by the zoning administrator, for placement and distance measurement clarification.

(Ord. No. 33-2006/07, § 8.7, 6-7-07; Ord. No. 08-2008/09, § 1, 11-20-08)

Sec. 30-268. — Reserved - Repair permits.

~~Where an application for a certificate of zoning compliance is to effect repairs only, the zoning administrator may waive the requirements of an approved plat or plan. The work to be performed shall be clearly defined in the certificate of zoning compliance.~~

~~*(Ord. No. 33-2006/07, § 8.8, 6-7-07)*~~

STAFF RECOMMENDATION:

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

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, JUNE 26, 2012:

The seven Planning Commission members present approved the text amendment request unanimously at the meeting on Tuesday, June 26, 2012.

FLORENCE COUNTY COUNCIL MEETING:

This item will appear on the agenda for Introduction on Thursday, July 19, 2012 @ 9:00 AM in room 803 of the City-County Complex, 180 North Irby Street, Florence.

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Second Reading - Ordinance No. 07-2012/13

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

(An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 132 East Main Street, Pamplico, South Carolina And Designated As Tax Map Number 60006-03-014; And to Authorize The Conveyance Thereof To The Town Of Pamplico; And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Florence County currently owns property located at 132 East Main Street, Pamplico, South Carolina, Tax Map Number 60006-03-014, which formerly served as the old Pamplico Theater.
2. The Drs. Bruce and Lee Foundation conveyed the property to the County as a gift, provided that all stipulations in the grant award dated November 3, 2011 are adhered to. The Drs. Bruce and Lee Foundation has consented to the conveyance of the property to the Town of Pamplico.
3. The County has no future plans for the property and The Town of Pamplico has an interest in obtaining the property.
4. Council can declare the property as surplus property and authorize the conveyance thereof to the Town of Pamplico.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 07-2012/13.
2. Provide an Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 07-2012/13.
2. Copy of the proposed Quit Claim Deed to the Town of Pamplico.

Sponsor(s) : Procurement
 First Reading/Introduction : July 19, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : August 16, 2012
 Second Reading : August 16, 2012
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 07-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 132 East Main Street, Pamplico, South Carolina And Designated As Tax Map Number 60006-03-014: And to Authorize The Conveyance Thereof To The Town Of Pamplico; And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County currently owns property located at 132 East Main Street, Pamplico, South Carolina, Tax Map Number 60006-03-014, which formerly served as the old Pamplico Theater; and
2. The property was conveyed to the County by the Drs. Bruce and Lee Foundation by a Deed of Gift, provided that all stipulations contained in the grant award are adhered to; and
3. The County has no future plans for the property and The Town of Pamplico has expressed an interest in obtaining the property; and
4. Council can declare the property as surplus property and authorize the conveyance thereof to the Town of Pamplico.

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

1. Property designated as Tax Map Number 60006-03-014, formerly known as the old Pamplico Theater is hereby declared surplus.
2. The conveyance of said property to the Town of Pamplico is hereby authorized and subject to the provisions contained in the grant award dated November 3, 2011, 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

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

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

Title Not Certified By D. Malloy McEachin, Jr.

STATE OF SOUTH CAROLINA)	TITLE TO REAL ESTATE
)	
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) to 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 Town of Pamplico, all our right title and interest to the herein below described property, to wit:

All of Lot No. Seven (7) in Block X of Ward I and that portion of Lot No. Eight (8) on which stands as part of the Pamplico Theater building in width and depth (excluding one-half (1/2) of east wall) extending straight through the center line of the east wall out to the rear of Lot No. 8. The above lots referred to are shown on a map of the Town of Pamplico made by J. D. Brown, Surveyor, in 1935.

The land is more fully described as follows: Beginning on the south edge of Fourth Avenue at the intersection between Lots 6 and 7, thence in an eastwardly direction along the northern edge of Lots 7 and 8 for approximately thirty-four (34) feet eleven (11) inches, more or less, to the center of the east wall of said Pamplico Theater building; thence south one hundred twenty-five (125) feet, more or less, along wall center line to said lines intersection with alleyway on south edge of a portion of Lots 7 and 9 for approximately thirty-four (34) feet eleven (11) inches, more or less, along boundary line between Lots 6 and 7 to beginning point on edge of Fourth Avenue.

This tract of land is bounded as follows: on the north by Fourth Avenue; on the east by the remaining portion of Lot 8; on the south by an alley; and on the west by Lot 6.

This being the same property conveyed to the Grantor herein by Deed dated October 20, 2010 and recorded in Deed Book B324, at Page 0286, in the Office of the Clerk of Court for Florence County.

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property. The property use is restricted for public purposes and may not be used for any private purpose.

Florence County TMS # 60006-03-014

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 _____, 2012

Signed, Sealed and Delivered
In The Presence of

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

PROBATE

SWORN to before me this _____
day of May, 2012

_____(SEAL)
Notary Public for
My Commission Expires:_____

me this _____

_____(SEAL)

Expires: _____

DRAFT

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Boards & Commissions
 West Florence Rural Volunteer Fire District

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

West Florence Rural Volunteer Fire District Recommends Dustin Fails For Seat 4 On The West Florence Rural Volunteer Fire District Board Of Fire Control, To Complete The Unexpired Term Of Mr. Ken Porter, Who Moved Out Of The District.

ATTACHMENTS:

1. A copy of the request from Jason Smith, Chairman, West Florence Rural Volunteer Fire District.
2. A copy of the current list of the Howe Springs Board of Fire Control.

**West Florence Fire
Department**

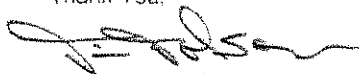
Memo

To: Connie Hazelton
From: Charles T. Tolson, President
CC:
Date: 8/1/2012
Re: WF District Member Vacancy

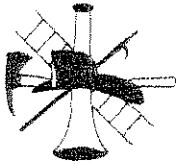
Connie,

Per Florence County Councilman Dr. Morris Anderson, attached is a letter requesting that Mr. Dustin Falls be accepted to fill the unfinished term of Mr. Ken Porter on the West Florence Fire District Board.

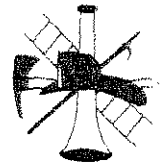
Thank You,



Tim Tolson



WEST FLORENCE RURAL VOLUNTEER FIRE DISTRICT



July 9 2012

To: Dr. Morris Anderson Councilman, Florence County Council

RE: Open position on West Florence Rural Fire District

Councilman Dr. Anderson,

The District is submitting the name of:

Dustin Fails
317 Magna Carta Road
Florence, SC 29501

There is a vacancy on the District Board due to one of the members moving away. Enclosed is a copy of the letter the sent to the District. I apologize for the delay the District was under the impression this was already submitted.

Chairman,

Jason E. Smith

3379 Pineneedles Road
P.O. Box 3952
Florence, South Carolina 29502
Phone: 843-665-8857 • Fax: 843-665-1112
Email: district@westflorencefd.com

WEST FLORENCE RURAL VOLUNTEER FIRE DISTRICT
BOARD OF FIRE CONTROL

AUTHORITY:

Ordinance No. 31-2006/07

APPOINTED BY:

County Council

Board shall consist of five (5) members appointed by Council; must be residents of the fire district. The membership of the Fire District will recommend member(s) to the Florence County Council within sixty (60) days of a board vacancy. Staggered terms initially, then four (4) year terms. Effective July 1, 2007.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Charles T. Tolson 340 Fairhaven Street Florence, SC 29501	6/2011
2	James Richard Hewitt 1808 Joseph Circle Florence, SC 29501	6/2011
3	Jason E. Smith 3545 Alabama Lane Florence, SC 29501	6/2014
4	Vacant	6/2014
5	Mrs. Linda Lang Gipko 1012 Troon Drive Florence, SC 29501	6/2013

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Reports to Council
Contract Approval

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approve The Execution Of Voluntary Cleanup Contract (VCC) 12-6105-NRP With South Carolina Department Of Health and Environmental Control (SCDHEC) For TMP#80015-02-010 And TMP# 80015-02-009 Currently Owned By The City Of Lake City And To Be Deeded To Florence County As Part Of The Lake City Park Project.

POINTS TO CONSIDER:

- 1) Pursuant to the Brownfields/Voluntary Cleanup Program, South Carolina Code Ann. § 44-56-710, a non-responsible party can acquire a contaminated property with State Superfund liability protection for existing contamination by agreeing to perform an environmental assessment and/or remediation.
- 2) The City of Lake City currently owns two parcels, TMP# 80015-02-010 and TMP# 80015-02-009 which they intend to deed to the County as part of the development of the Lake City Park Project. The properties are currently being utilized as a public works facility and portions were previously utilized as a landfill and wastewater treatment facility. Therefore, there is possible contamination on the sites.
- 3) SCDHEC will allow the County to enter into the VCC contract in order to provide protection from liability related to the possible contamination on the sites.
- 4) Phase I and Phase II environmental assessments have been completed and there was no indications of any substantial contamination on the sites.
- 5) The contract requires the County to perform further assessment of the contamination by installing four (4) monitoring wells to provide sampling, as well as collecting and analyzing six (6) soil samples from three (3) locations on these sites.
- 6) In the unlikely event that the additional testing indicates substantial contamination, the County can absolve itself of any further responsibility by declining acceptance of the property.
- 7) All costs associated with the requirements of the VCC contract will be funded from grant funding for the project.
- 8) If approved, the County Administrator will execute all associated documents.

OPTIONS:

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

ATTACHMENTS:

Proposed SCDHEC VCC Contract 12-6105-NRP.

**VOLUNTARY CLEANUP CONTRACT
12-6105-NRP**

**IN THE MATTER OF
CITY OF LAKE CITY WASTEWATER SITE, FLORENCE COUNTY
and
FLORENCE COUNTY**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Florence County, with respect to the Property located at 265 North Church Street, Lake City, South Carolina. The Property includes approximately 28 acres identified by Tax Map Serial Numbers 80015-02-010 and 80015-02-009. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of May 21, 2012, and any amendments thereto, by Florence County, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. .§ 48-1-10, et. seq. (as amended), or the

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA),
42 U.S.C. §§ 9601, et. seq.

- A. "Florence County" means Florence County.
- B. "Beneficiaries" means Florence County's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Property as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Florence County or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the

environment.

- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

City of Lake City

1927 to Present

- B. Property and Surrounding Areas: The Property is bounded generally by Lake Swamp to the north, undeveloped property to the east, Sylvan Street to the south, and North Church Street to the west.

The southwestern portion of the Property was previously used by Lake City as a wastewater treatment plant. Operations as a wastewater plant ceased in the 1970's, however a pump station still actively operates on the southwestern portion of the Property to convey sewage to a newer treatment facility. Another portion of the Property also serves as a heavy equipment maintenance and storage facility by

the City of Lake City.

The Property was used as a landfill, the boundaries of which are not fully known. From the March 27, 2012 site visit, conducted by the Department, the landfill is believed to be in the southeastern portion of the Property.

The eastern portion of the property has 3 surplus storage tanks. From the March 27, 2012 site visit these tanks appeared to be empty. However the former contents of the tanks is unknown.

A recycling and waste collection center is located in the southwestern corner of the Property.

- C. Reports: A Phase I Environmental Site Assessment, dated October 4, 2011 was submitted as part of the NRP Application. The Phase I identified past uses of the property include a landfill, recycling center, maintenance storage of heavy equipment, and a wastewater treatment facility. A Limited Phase II Report prepared by Fuss and O'Neil dated February 24, 2012 was also submitted with the NRP Application.
- D. Applicant Identification: Florence County is a government agency with its principal place of business located at 180 North Irby Street, Florence, SC. Florence County affirms that it has the financial resources to conduct the response action pursuant to this Contract.
- E. Proposed Redevelopment: Florence County will acquire the Property and intends to build a park. The pump station will be separated from the park area and will have restricted access to the public. The ownership of the wastewater pump station and associated infrastructure will remain with Lake City and will not be a part of this VCC.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Florence County certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Florence County also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. Florence County agrees to conduct the response actions specified in the subparagraphs below. An initial Work Plan shall be submitted by Florence County, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by Florence County, or its designee in accordance with the schedule provided in the initial Work Plan. Florence County acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Florence County agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Florence County may seek an amendment of this Contract to clarify its further responsibilities. Florence County shall perform all actions required by this Contract, and any related actions of Florence County's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Florence County shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds

(TCL-SVOCs);

- iii). EPA Target Compound List Pesticides (TCL-Pesticides);
- iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of Florence County's consulting firm(s), analytical laboratories, and Florence County's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). Florence County shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Florence County in writing of approvals or deficiencies in the Work Plan.
- 8). Florence County, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Florence County shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.

- 10). Florence County shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Florence County shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Florence County shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Florence County shall characterize all Waste Materials and Segregated Sources

identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.

- a). During the March 27, 2012 site visit, a large area of petroleum staining was noted on the eastern side of the maintenance storage building. Florence County shall estimate the lateral and vertical extent of the stained soil.
 - b). Florence County shall identify the boundaries of the landfill and the depth and extent of cover material across the landfilled area.
 - 2). Florence County shall characterize any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.
 - 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, Florence County shall expeditiously stabilize or remove the Segregated Source from the Property.
 - 4). Florence County shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Florence County shall assess the impact of the release and take necessary action in accordance with a Department approved plan.
- D. Conduct a well survey: As outlined in Section F, Florence County will implement a groundwater assessment to determine if groundwater has been impacted by contaminants and the direction of flow. If groundwater has been impacted by contaminants above maximum contaminant levels and the concentrations and flow direction indicate that drinking water wells may be threatened, then Florence County will implement the following plan:
- 1). Florence County shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.

- 2). Florence County shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Florence County, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Florence County shall collect and analyze a minimum of 6 soil samples from 3 locations on the Property. Florence County shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
 - a). A location within the oil stained soil near the maintenance building.
 - b). A location near the grouping of surplus storage tanks on the eastern portion of the property.
 - c). A location along the bank of Lake Swamp in proximity of GW-1 as shown in the Limited Phase II Survey dated January 13, 2012.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of 1 surface and 1 subsurface samples from the soil sample near the maintenance building within the oil stained area shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Florence County shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of 4 monitoring

wells to be installed as singular wells. Specific locations shall be as follows:

- a). A location near the maintenance building presumed to be downgradient of the oil staining.
 - b). A location near the grouping of surplus storage tanks on the eastern portion of the property.
 - c). A location along the bank of Lake Swamp in proximity of GW-1 as shown in the Limited Phase II Survey dated January 13, 2012.
 - d). A location presumed to be downgradient of the landfill.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs.
 - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Florence County shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial exposures consistent with any building construction proposed to be used on the Property.
- 2). Florence County's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a

10⁻⁶ risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.

- 3). The Department may allow Florence County to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). Florence County shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a 10⁻⁶ risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). Florence County shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). Florence County shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). Florence County shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in

excess of appropriate human-health and ecological risk-based exposure standards with plausibly complete routes of exposure. The site has been previously used as a municipal landfill, which may have very diverse sources of waste. So as to prevent the general public from coming into contact with previously disposed waste material, the county will design a remedial alternative to prevent the direct contact of waste by the general public.

- i. Florence County may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Florence County shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- ii. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - i). Florence County shall remove or otherwise address the stained soil identified on the eastern side of the maintenance building. Disposal of the soil shall be in accordance with applicable regulations based on results of the characterization of the stained soil as specified in Paragraph 4.C.
 - ii). Based on the results of the evaluation of the landfill extent and adequacy of the cover material, Florence County shall complete

the landfill cover to prevent any exposure to the landfill contents.

- iii). Upon completion of any corrective measures, Florence County shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

I. Monitor and/or abandon the monitoring wells:

- 1). Florence County shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis. The main criteria in determining the need for monitoring and frequency of monitoring shall be the potential health threats to the general public from impacted groundwater based on the intended use of the property.
- 3). Florence County shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. Florence County shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). Florence County agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Florence County.

PUBLIC PARTICIPATION

6. Florence County and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Florence County.
 - B. Florence County shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by Florence County under Voluntary Cleanup Contract 12-6105-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Florence County. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). Florence County shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
 - 4). Florence County agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.

- 5). Florence County shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Florence County shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Florence County shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Florence County shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in

implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Florence County shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Florence County or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites for soil, and the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58 for groundwater. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to Florence County. An authorized representative of Florence County or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

B. Florence County or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.

C. Florence County or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy

shall show the date and Book and Page number where the Declaration has been recorded.

- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, Florence County or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Florence County or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Florence County or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). Florence County or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Florence County acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

- H. Florence County or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on

the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Alex Fulmer
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Florence County shall be submitted to Florence County's designated contact person who as of the effective date of this Contract shall be:

Suzanne King
180 North Irby Street, MSC-G
Florence, SC 29501

FINANCIAL REIMBURSEMENT

11. Florence County or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C.Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Florence County on a quarterly basis. In recognition of Florence County's non-profit status, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for

public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to Florence County; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Suzanne King
180 North Irby Street, MSC-G
Florence, SC 29501

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. Florence County agrees the Department has an irrevocable right of access to the Property for environmental response matters after Florence County acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Florence County or its Beneficiaries for the Property under this Contract as follows:
 - A. Florence County or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are

completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Florence County or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Florence County or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Florence County or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

- 14. Florence County or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Florence County shall summarize the

new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Florence County, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Florence County or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. Florence County and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Florence County or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,

- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Florence County or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. Florence County, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before

termination, shall provide Florence County or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Florence County's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Florence County or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Florence County or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Florence County or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Florence County or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Florence County's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Florence County or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Florence County or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Florence County or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Florence County and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Florence County and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Florence County or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Florence County or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Florence County and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Florence County or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Florence County and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Florence County and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY FLORENCE COUNTY

19. Florence County retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Florence County and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for

Contamination, releases, and consequences they cause or contribute to the Property. However, Florence County and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Florence County and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Florence County or its Beneficiaries. Florence County and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY Florence County AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Florence County and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL
CONTROL

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste Management

DATE:

Reviewed by Office of General Counsel

FLORENCE COUNTY

BY:

DATE:

Printed Name and Title

APPENDIX A

Florence County

Application for Non-Responsible Party Voluntary Cleanup Contract

May 21, 2012

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Library
Procurement

ISSUE UNDER CONSIDERATION:

Approve Award Of Bid #14-11/12 For Asebestos Removal And Demolition Of Existing Structure At 419 S. Dargan Street To International Public Works, LLC In The Amount Of \$19,975 To Be Funded From Previously Approved Funds. *(8 Compliant Bids).*

POINTS TO CONSIDER:

- 1) Bid #14-11/12 was publicly offered.
- 2) Twelve (12) bids were received; eight (8) bids were compliant.
- 3) International Public Works, LLC, N. Charleston, SC was the lowest compliant bidder for asbestos removal and demolition of the existing structure at 419 S. Dargan Street in the amount of \$19,975.
- 4) The bid expires November 12, 2012.

FUNDING FACTORS:

- 1) \$19,975 = Total cost of asbestos removal and demolition of the existing structure at 419 S. Dargan Street to be funded from previously approved funds.

OPTIONS:

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

ATTACHMENTS:

Bid Tabulation Sheet.

Dept: County of Florence

Bid Opening Date: Thursday, July 12, 2002

Time: 11:00 AM

Invitation to Bid # 14-11/12 Asbestos Removal and Demolition of

Advertisement Dates: MN: 6-24-12 SCBO 6-25-12

Existing Structure Located at 419 S. Dargan Street

Invitation to Bids Distributed: N/A

Bid Expiration Date: November 12, 2012

Name of Bidder	Base Bid	Meets Specs	Total Bid	Total Non-Local (+2%)
International Public Works, LLC N. Charleston, SC	\$ 19,975.00	Yes	\$ 19,975.00	\$ 20,374.50
Asbestos and Demoliton, Inc. Columbia, SC	\$ 20,900.00	Yes	\$ 20,900.00	\$ 21,318.00
Flippen Contracting, Inc. Sumter, SC	\$ 7,000.00	No	\$ 7,000.00	\$ 7,140.00
A to Z Coatings and Insulation, Inc Scranton, SC	\$ 16,000.00	No	\$ 16,000.00	\$ 16,320.00
Containminant Control, Inc. Salisbury, NC	\$ 29,000.00	Yes	\$ 29,000.00	\$ 29,580.00
NCM Demolition and Remediation, LP Charlotte, NC	\$ 32,600.00	Yes	\$ 32,600	\$ 33,252.00
Eastern Environmental, Inc Hampstead, NC	\$ 32,790.00	No	\$ 32,790.00	\$ 33,445.80
Empire Dismantlement Corp. Grand Island, NY	\$ 38,300.00	Yes	\$ 38,300.00	\$ 39,066.00

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

Dept: County of Florence

Invitation to Bid # 14-11/12 Asbestos Removal and Demolition of
Existing Structure Located at 419 S. Dargan Street

Bid Opening Date: Thursday, July 12, 2002

Time: 11:00 AM

Advertisement Dates: MN: 6-24-12 SCBO 6-25-12

Invitation to Bids Distributed: N/A

Bid Expiration Date: November 12, 2012

Name of Bidder	Base Bid	Meets Specs	Total Bid	Total Non-Local (+2%)
Complete Demolition Services, LLC Carrollton, GA	\$ 38,700.00	Yes	\$ 38,700.00	\$ 39,474.00
Emerald, Inc. Sumter, SC	\$ 40,000.00	Yes	\$ 40,000.00	\$ 40,800.00
NEO Corporation Carton, NC	\$ 41,500.00	No	\$ 41,500.00	\$ 42,330.00
Southern Environmental Services, Inc Marietta, GA	\$ 54,528.00	Yes	\$ 54,528.00	\$ 55,618.56

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

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Library
Procurement Department

ISSUE UNDER CONSIDERATION:

Declare Various Computer Equipment As Surplus Property and Authorize Disposal By Global Investment Recovery, Inc. In An Estimated Amount Of \$125 To Be Funded From Previously Budgeted Funds.

POINTS TO CONSIDER:

1. The attached listing of computer equipment has been declared surplus by the using department.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.
4. Global Investment Recovery, Inc. will remove and destroy electronic equipment for \$.21/lb. Florence County currently has an estimated 600 lbs of computer equipment to be removed and destroyed.

FUNDING FACTORS:

\$125=Estimated cost of disposal of computer equipment via Global Investment Recovery, Inc. to be funded from previously approved departmental funds.

OPTIONS:

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

ATTACHMENTS:

Florence County Library Surplus Property List.

Florence County Library System
Excess/Outdated Equipment
5/7/2012

Item	Count	Model #	Serial Number	Asset Tag #
Computer	1	Tangent	T4150230	13162
Computer	1	Tangent	T4150227	13147
Computer	1	Tangent	T4150167	13169
Computer	1	Tangent	T4150164	13081
Computer	1	Tangent	T4150189	13117
Computer	1	Tangent	T4150160	13137
Computer	1	Tangent	T4150224	13148
Computer	1	Tangent	T4150166	13047
Computer	1	Tangent	T4150213	13040
Computer	1	Tangent	T4150192	13041
Computer	1	Tangent	T4150233	13046
Monitor Tangent	1	7V71	C034900420	13257
Monitor Tangent	1	7V71	C034900657	13333
Monitor Tangent	1	7V71	C034900441	13240
Monitor Tangent	1	7V71	C034900354	13326
Monitor Tangent	1	7V71	C034900308	13334
Monitor Tangent	1	7V71	C034900779	13318
Monitor Tangent	1	7V71	C034900405	13247
Monitor Tangent	1	7V71	C034900595	13288
Monitor Tangent	1	7V71	C034900596	13289
Monitor Tangent	1	7V71	C034900426	13287
Monitor NV	1	QL-711V	L711V04220010255	11242
Key Board Tangent	1	5126T	G09328052037	
Key Board Tangent	1	5126T	G09328050056	
Key Board Tangent	1	5126T	G09328049923	
Key Board Tngent	1	5126T	G09328052086	
Key Board Tangent	1	5126T	G09328057492	
Key Board Tangent	1	5126T	G09328051945	
Key Board Tangent	1	5126T	G09325005942	
Key Board Tangent	1	5126T	G09328057340	
Key Board Tangent	1	5126T	G09328057331	
Key Board Tangent	1	5126T	G09328057491	
Key Board Tangent	1	6511-M	9152M07T3105T01714S00000	
Key Board Tangent	1	5126T	G09422014420	
Key Board Tangent	1	5126T	G09422014570	
Key Board Tangent	1	5126T	G09328052084	
Key Board Tangent	1	5126T	G09422014417	
Key Board Tangent	1	5126T	G09328057462	
Key Board Tangent	1	5126T	G09328057247	
Dell Laptop Computer	1	PP05L	CNOT9369-48643-525-2482	11231
Tangent Server	1	Pillar 2550	P4A320605C	10432
Computer	1	Tangent	T3A50090	10687

Key Board HP	1	SK-2885	BCZAB0ECPXR4AE	
Mouse Tangent	11	O-25T	NA	
Server	1			11454
Belkin 4 port	1	F1D104		
Box Drawer slides	1			
Computer	1		NE01010755	
17" LCD Screen Protector	116	CRC96891	NA	
Tangent PC	1		T4150234	13127
Tangent PC	1		T3950011	10609
Receipt Printer	1	CBM910	750976	
Scanner	1		SMIE50506FB	
Scanner	1	M59540	3504050489	
Scanner	1	M59540	3502452402	
Server Rack	1	ERK-3520	NA	NA
Belkin Server KB	1		NA	11912
Traccard Disp	1	DRC4	NA	NA
Fancy KB Tray	1		NA	NA
Fancy KB Tray	1		NA	
Motorola Walkie/Talkie	1	T4900	NA	
Motorola Walkie/Talkie	1	T4900	NA	
Motorola Walkie/Talkie	1		NA	
Eyecom Micro film	1	RP9000	NA	
Motorola Charger	1	EU320842	NA	
Plan/Hold Masterfile 2	1	502MF3042	NA	NA
Plan/Hold Masterfile 2	1	502MF2436	NA	NA

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration Of Various Office Furniture As Surplus Property For Disposal In The Manner Most Advantageous To The County.

POINTS TO CONSIDER:

1. Attached listing of various furniture is recommended to be declared surplus by the using department.
2. The equipment has little value or is 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 furniture will be disposed of in the manner most advantageous to the County.

OPTIONS:

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

ATTACHMENTS:

List of various furniture.

**SURPLUS PROPERTY
VARIOUS FURNITURE**

Chair, Lowenstein	3	Library
Chair, Easy, Upholstered	5	Library
office chairs	10	Voters Registration

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the review panel for RFQ #02-12/13 EMS and Fire Services Consulting Services.

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Approve A Contractual Agreement With The Town Of Pamplico To Provide Victim Services.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office will provide the Town of Pamplico with services of a Victim Advocate for the purpose of assistance, notification of release offenders, notification of court appearances, as well as other services mandated by SC Code Ann. § 16-3-1505.
2. The Town of Pamplico will provide Florence County with the monies collected pursuant to SC Code Ann. § 14-1-211 that are retained by the Town of Pamplico for the purpose of providing services for victims of crime, including those required by law.
3. The Town of Pamplico will transmit the funds to Florence County to be placed in the Victim Services Account through the Florence County Treasurer's Office.
4. Approval of the contract includes the authorization of appropriate general ledger accounts within the Florence County Sheriff's Office Victim Witness Fund Departmental budget.
5. The contract period is September 1, 2012 until June 30, 2013 and will be renewable annually to run concurrent with fiscal years.
6. The Sheriff recommends the contractual agreement.

FUNDING FACTORS:

FY2012/13 budgeted revenue in the Victim Witness Fund and FY2012/13 budgeted expenditures in the Florence County Sheriff's Office Victim Witness Fund Departmental budget will be increased by the amount of funds received from the Town of Pamplico. These increases will be included in the FY2012/13 end of year budget amendment ordinance.

OPTIONS:

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

ATTACHMENTS:

Contractual Agreement.

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In witness whereof the parties attached here have set the hands and seals this _____
day of _____, 20 ____.

Kenney Boone
Sheriff, Florence County

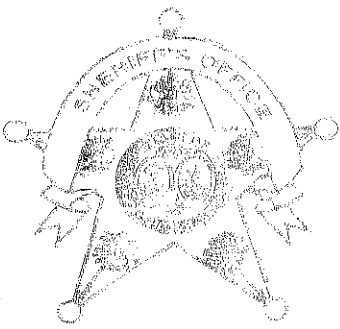
Thomas Robinson
Administrator, Florence County

Steven K. Bowen
Chief of Police, Pamplico, SC

Gene Gainey
Mayor of Pamplico

August _____, 2012

DRAFT

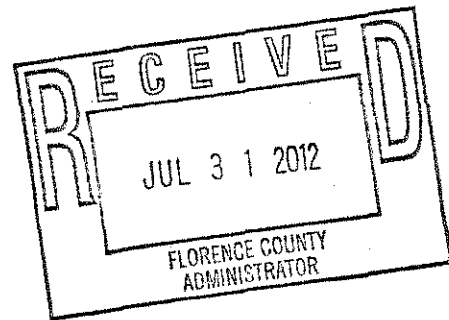


FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

July 30, 2012

Thomas Robinson
County Administrator
180 North Irby Street
Florence, South Carolina 29501



Dear Mr. Robinson:

Please be advised that the Town of Pamplico / Pamplico Police Department has requested that the Florence County Sheriff's Office provide Victim Services. We are currently drafting a contract for Council's approval and will need your staff to coordinate for the transfer and collection of Victim Service Funds designated for the Town of Pamplico. The State Office Of Victim Services will need a copy of the fully executed contract as well as documentation showing the receipt of funds from the Town of Pamplico that they currently have and a path forward for the collecting of funds.

Thank you for your assistance in this matter.

Sincerely,

William K. Boone
Florence County Sheriff

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Report to Council

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

Request to transfer the Process Manager position from Sheriff's Office Grant Fund DSS Funds to the Sheriff's Office General Fund Departmental Budget.

FUNDING FACTORS:

1. The Florence County Sheriff's Office has a contract with the South Carolina Department of Social Services (DSS) to serve child support papers. The Sheriff's Office receives funding based on the number of papers served. The DSS Contract requires that expenditures incurred serving those papers not exceed the revenue from the contract.
2. The revenue and expenditures are accounted for in the Grant Special Revenue Fund.
3. DSS Contract funding levels have declined during the past few years; therefore, in previous years the Florence County Sheriff's Office General Fund Departmental budget has had to absorb the amount the expenditures have exceeded the contractual revenue.
4. Therefore, the Sheriff's Office is requesting Council approve the transfer of the Process Manager position from the Grant Fund to the General Fund. On a monthly basis, the Sheriff's Office will then move a portion of the personnel costs for this position from the General Fund to the Grant Fund to match the contract revenue received that month. Any remaining personnel costs will be absorbed in the personnel line items within the General Fund, Florence County Sheriff's Office Departmental Budget (010-421-421-110), making this request budget neutral.

OPTIONS:

1. Approve as presented.
2. Provide an alternate directive.

ATTACHMENTS:

None

FLORENCE COUNTY COUNCIL MEETING

August 16, 2012

AGENDA ITEM: Grant Award
United States Department of Justice

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUE UNDER CONSIDERATION:

Accept A FY 2012 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation In The Amount Of \$30,257 To Provide Capital/Replacement Equipment For The Florence County Sheriff's Office.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office will utilize the Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation grant appropriation to cover capital / replacement equipment for the Florence County Sheriff's Office.
2. This equipment includes a vehicle, compartment gun boxes, lite cell detector and CERT Team training equipment.
3. The grant does not require matching funds.
4. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund.

FUNDING FACTORS:

1. \$30,257 = Total costs for the Fiscal Year 2012 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation to be used for capital replacement costs for the Florence County Sheriff's Office.
2. \$0 = no matching funds required.

OPTIONS:

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

ATTACHMENTS:

U.S. Department of Justice Award Notification.



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

July 31, 2012

Mr. Thomas B. Robinson
Florence County
180 N. Irby Street, MSC-H
Florence, SC 29501

Dear Mr. Robinson:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$30,257 for Florence County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Cynthia Y. Simons, Program Manager at (202) 305-1020; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

PROPOSED ADDITIONS TO THE
AUGUST 16, 2012 AGENDA

DESCRIPTION
(Requested by)

DATE REC'D

ITEM

OTHER
BUSINESS:

Councilman Bradley	08/10/12	Approve The Expenditure Of Up To \$36,000 From Council District 3 Utility Funding Allocation To Assist The City Of Florence With The Installation Of Approximately 575 Linear Feet Of New 6" Water Line On Sumter Street From The Intersection Of North Cashua Drive.
Chairman Smith	08/14/12	Approve The Expenditure Of Up To \$2,000 From Council District 1 Infrastructure Funding Allocation To Assist The City Of Lake City And The Florence County Museum With Moving A Historical Building From A Site In The City For Use By The Museum.
Revised meeting calendar	08/13/12	Approve The Revised 2012 Calendar Of Meeting Dates And Holidays To Change The Date Of The September Meeting From September 20 th To September 13 th .

Florence County Council Meeting
Proposed Addition to the Agenda
August 16, 2012

AGENDA ITEM: Other Business
Utility Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:


Approve The Expenditure Of Up To \$36,000 From Council District 3 Utility Funding Allocation To Assist The City Of Florence With The Installation Of Approximately 575 Linear Feet Of New 6" Water Line On Sumter Street From The Intersection Of North Cashua Drive.

FUNDING SOURCE:

_____ Infrastructure

_____ Road System Maintenance Fee

XXX Utility

Signed: 
Requested by Councilman Alphonso Bradley

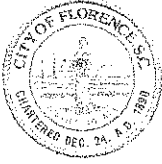
Date: _____

ATTACHMENTS:

Correspondence from the City of Florence dated August 10, 2012.

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



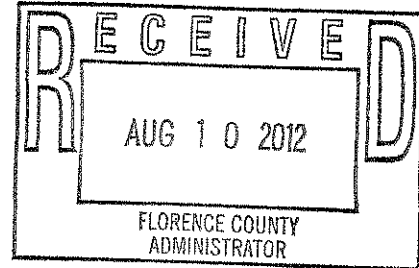
City of Florence
Public Works Department
MEMORANDUM

Phone: 843-665-3236

FAX: 843-665-3200

DATE: August 10, 2012

TO: Mr. Thomas B. Robinson - Administrator
Florence County - SC
City-County Complex
180 N. Irby Street
Florence, South Carolina 29501



FROM: Steven H. Allen
Engineering Division Manager

SUBJECT: Proposed Sumter Street Water Line Extension
Approx. 575 LF of new 6" WL from intersection w/ N. Cashua

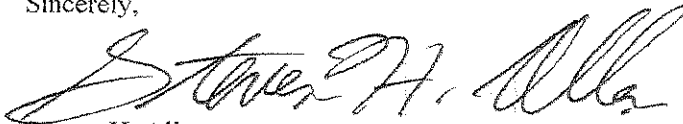
Mr. Robinson,

At the request of County Councilman Al Bradley, the City Engineering staff has evaluated the costs and feasibility of a proposed water line extension on Sumter Street in Florence County. We have spent considerable time and effort to look at the possibility of a new water line extension for the area. Construction plans and specifications have been designed and prepared by our consulting utility engineer, and cost estimates have been developed based on recent contractor price quotes for the scope of work. An analysis has been done to determine the amount of the "cost-share" that is necessary to make the economically feasible (see attachment).

The contractor cost quote is \$42,000 for the total project. The present value of potential revenue generated by the new line is approx. \$6,000. This leaves a cost share of approximately \$36,000 necessary to make the project economically feasible (see attachment)

Please call if you have any questions about this information

Sincerely,


Steven H. Allen

Cc: Mr. Alphonso Bradley - County Council
Mr. Ed Copeland --- Gregory Electric Co.
Drew Griffin - City Manager

Gregory Electric ---Sumter St. Ext.
WATER LINE EXTENSION
 Approx. 575 LF of new 6" WL from intersection with N. Cashua Dr.

ECONOMIC FEASIBILITY ANALYSIS

COST

<u>\$42,000</u> X	1.00 =	<u>\$42,000</u>
TOTAL PRESENT WORTH OF COST		<u>\$42,000</u>

REVENUES

TAP FEES

<u>1</u> X	<u>\$2,670</u> =	<u>\$2,670</u>
PAID CUSTOMERS	(FY13 FEE)	
<u>2</u> X	<u>0.5</u> X <u>\$2,670</u> X <u>0.6139</u> =	<u>\$1,639</u>
FUTURE CUSTOMERS	(FY13 FEE) (PV: 5%, 10-YR.)	

WATER BILLINGS:

<u>1</u> X	<u>\$32.79</u> X	<u>12</u> X	<u>0.25</u> X	<u>12.4622</u> =	<u>\$1,226</u>
PAID CUSTOMERS	(FY13 RATE)			(PVA: 5%, 20-YR.)	
<u>2</u> X	<u>0.5</u> X	<u>\$37.63</u> X	<u>12</u> X	<u>0.25</u> X	
FUTURE CUSTOMERS		(FY20 RATE)			
		<u>7.7217</u> X	<u>0.6139</u> =		<u>\$535</u>
		(PVA: 5%, 10-YR.)	(PV: 5%, 10-YR.)		

TOTAL PRESENT WORTH OF REVENUES **\$6,070**

<u>\$6,070</u> /	<u>\$42,000</u>	=	<u>0.14</u>
TOTAL REVENUES	TOTAL COST		REVENUE / COST RATIO

IF REVENUE / COST RATIO IS 1.0 OR GREATER, RECOMMEND PROJECT
 IF REVENUE / COST RATIO IS LESS THAN 1.0, REJECT PROJECT

In order to make this project economically feasible, the required amount of additional funding is : **\$35,930**

NOTE: THE ABOVE ANALYSIS IS DESIGNED TO BE USED ONLY AS A GUIDE
 FOR THE STUDY OF ECONOMIC FEASIBILITY IN THE CONSIDERATION
 OF THE EXTENSION OF WATER SERVICE TO A PROSPECTIVE
 CUSTOMER (S) IN THE CITY'S SERVICE AREA

August 10, 2012

S.H.A.

Florence County Council Meeting
Proposed Addition to the Agenda
August 16, 2012

AGENDA ITEM: Other Business
Infrastructure Project
Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$2,000 From Council District 1 Infrastructure Funding Allocation To Assist The City Of Lake City And The Florence County Museum With Moving A Historical Building From A Site In The City For Use By The Museum.

FUNDING SOURCE:

XXX Infrastructure

_____ Road System Maintenance Fee

_____ Utility

Signed: _____

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

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
PROPOSED ADDITION TO THE AGENDA**

August 16, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approve The Revised 2012 Calendar Of Meeting Dates And Holidays To Change The Date Of The September Meeting From September 20th To September 13th.

ATTACHMENTS:

Copy of proposed Revised Schedule of "County Council Meeting Dates for 2012" and "Official County Holidays for 2012."

COUNTY COUNCIL MEETING DATES FOR 2012(R)

<u>MEETING DATES/TIMES</u>	<u>SCAC & NACo MEETING DATES and OTHER INFORMATION</u>	<u>AGENDA ITEMS DUE [CUTOFF DATES]</u>
JANUARY 19 / 9:00 A.M.		JANUARY 6
FEBRUARY 16 / 9:00 A.M.	SCAC – MID-YEAR CONFERENCE, COLUMBIA, SC FEB 22-23, 2012	FEBRUARY 3
MARCH 15 / 9:00 A.M.	NACo – LEGISLATIVE CONFERENCE WASHINGTON, DC MAR 3 – 7, 2012	MARCH 2
APRIL 19 / 9:00 A.M.		APRIL 5
MAY 17 / 9:00 A.M.		MAY 4
JUNE 21 / 9:00 A.M.		JUNE 8
JULY 19 / 9:00 A.M.	NACo ANNUAL CONFERENCE – ALLEGHENY COUNTY, PITTSBURGH, PA JULY 13-17, 2012	JULY 6
AUGUST 16 / 9:00 A.M.	SCAC ANNUAL CONFERENCE & SC INSTITUTE CLASSES HILTON HEAD MARRIOTT, HILTON HEAD ISLAND, SC: AUGUST 4-8, 2012	AUGUST 3
SEPTEMBER 13 / 6:00 P.M.	HELD AT THE LAKE CITY BEAN MARKET MUSEUM	AUGUST 31
OCTOBER 18 / 9:00 A.M.	SCAC INSTITUTE OF GOVERNMENT AND COUNTY COUNCIL COALITION – COLUMBIA, SC	OCTOBER 5
NOVEMBER 15 / 9:00 A.M.		NOVEMBER 2
DECEMBER 13 / 9:00 A.M.	SCAC LEGISLATIVE CONFERENCE – CHARLESTON, SC	NOVEMBER 30

OFFICIAL COUNTY HOLIDAYS FOR 2012

OBSERVANCE OF DR. MARTIN LUTHER KING, JR.'S BIRTHDAY	MONDAY, JANUARY 16
GOOD FRIDAY	FRIDAY, APRIL 6
MEMORIAL DAY	MONDAY, MAY 28
INDEPENDENCE DAY	WEDNESDAY, JULY 4
LABOR DAY	MONDAY, SEPTEMBER 3
THANKSGIVING DAY AND THE DAY AFTER THANKSGIVING	THURSDAY AND FRIDAY NOVEMBER 22-23
CHRISTMAS	MONDAY THRU WEDNESDAY, DECEMBER 24 – 26
NEW YEAR'S DAY	TUESDAY, JANUARY 1, 2013