

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, NOVEMBER 15, 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 OCTOBER 18, 2012 REGULAR MEETING **[1]**
Council Is Requested To Approve The Minutes Of The October 18, 2012
Regular Meeting Of County Council.

VI. PUBLIC HEARINGS:

[20]

Council will hold Public Hearing on the following:

A. ORDINANCE NO. 11-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The Town Of Scranton On Church Street, More Specifically Shown On Tax Map Numbers 01941-01-003, 01941-01-004, 01941-01-005, 01941-01-007, On Railroad Avenue More Specifically Shown On Tax Map Number 00194-31-125 From Residential Growth And Preservation To Rural Preservation; And Other Matters Related Thereto.

B. ORDINANCE NO. 13-2012/13

An Ordinance Authorizing (1) The Re-Documentation Of That Certain Lease Purchase Agreement Dated December 1, 1998, Between Florence County, South Carolina (The “County”) And Honda Of South Carolina Mfg., Inc. (The “Company”) Pertaining To The Company’s Existing Manufacturing Facilities Located Within The County; (2) Extension Of The Period For Payment Of Fees In Lieu Of *Ad Valorem* Taxes With Respect To Assets Under Said Lease Purchase Agreement; And (3) Other Matters Relating Thereto.

VII. APPEARANCES:

CHRISTMAS CARD CONTEST WINNER

[22]

Council Will Announce And Recognize The Winner Of The 2012 Annual Christmas Card Contest.

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>March 22, 2012</i>	<i>Capital Project Sales Tax (CPST)</i>
<i>August 22, 2012</i>	<i>EMS/Countywide Emergency Services Study</i>

Public Services & County Planning

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

June 2008

Museum

October 2012

Flood Plain Maps

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)

April 19, 2012

Ordinance No. 24-2011/12 (Animal Adoption Policies)

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:

None presented at the time of publication of the Agenda.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 21-2011/12 (*Deferral*) [22]

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. 27-2011/12 [28]

An Ordinance To Zone Properties Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis 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.

(Planning Commission approved 6-0)(Council District 3)

3. ORDINANCE NO. 08-2012/13 [35]

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way And Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 1, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation; And Other Matters Related Thereto.

(Planning Commission approved 6-0)(Council District 3)

4. ORDINANCE NO. 09-2012/13 [41]

An Ordinance To Amend The Text Of The Florence County Comprehensive Plan Land Use Element To Include Zoning Districts R-3A (Single-Family Residential District) And R-5A (Multi-Family Residential District) In Sections: Single And Multi-Family Residential, Commercial Sales And Service, Future Land Use Designations And Objectives And Zoning Districts Interpretations; And Other Matters Related Thereto.

(Planning Commission approved 6-0)

5. **ORDINANCE NO. 10-2012/13** [49]
An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Section 30-1, Establishment Of Districts And Section 30-2, Purpose Of Districts To Include Zoning Districts R-3A (Single-Family Residential District) And R-5A (Multi-Family Residential District); And Other Matters Related Thereto.
(*Planning Commission approved 6-0*)

B. SECOND READING

1. **ORDINANCE NO. 11-2012/13** (*Public Hearing*) [54]
An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The Town Of Scranton On Church Street, More Specifically Shown On Tax Map Numbers 01941-01-003, 01941-01-004, 01941-01-005, 01941-01-007, On Railroad Avenue More Specifically Shown On Tax Map Number 00194-31-125 From Residential Growth And Preservation To Rural Preservation; And Other Matters Related Thereto.
(*Planning Commission denied 6-1*)(*Council District 1*)
2. **ORDINANCE NO. 12-2012/13** [59]
An Ordinance To Rezone Properties Owned By Caretha Green, Et Al. Located At 2224, 2225, 2226, 2228 Church Street And 2322 Railroad Avenue, Scranton As Shown On Florence County Tax Map No. 01941, Block 01, Parcels 003, 004, 005, And 007 And Florence County Tax Map No. 00194, Block 31, Parcel 125; Consisting Of 2.0 Acres From R-2, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.
(*Planning Commission denied 6-1*)(*Council District 1*)
3. **ORDINANCE NO. 13-2012/13** (*Public Hearing*) [67]
An Ordinance Authorizing (1) The Re-Documentation Of That Certain Lease Purchase Agreement Dated December 1, 1998, Between Florence County, South Carolina (The “County”) And Honda Of South Carolina Mfg., Inc. (The “Company”) Pertaining To The Company’s Existing Manufacturing Facilities Located Within The County; (2) Extension Of The Period For Payment Of Fees In Lieu Of *Ad Valorem* Taxes With Respect To Assets Under Said Lease Purchase Agreement; And (3) Other Matters Relating Thereto.

4. **ORDINANCE NO. 14-2012/13** [109]

An Ordinance Authorizing: (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement (The “Incentive Agreement”) Between Florence County, South Carolina (The “County”) And ~~“Project Crescent,”~~ Honda Of South Carolina, Mfg., Inc., Acting For Itself And One Or More Affiliates Or Other Project Sponsors, (The “Company”), Pursuant To Which The County Shall Covenant To Accept Certain Negotiated Fees In Lieu Of *Ad Valorem* Taxes With Respect To The Expansion Of Certain Manufacturing Facilities Located In The County (The “Project”); (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company; And (3) Other Matters Relating Thereto.

C. **INTRODUCTION**

1. **ORDINANCE NO. 15-2012/13** [145]

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The Town Of Pamplico On W. Sixth Avenue, More Specifically Shown On Tax Map Number 60001-01-021, From Residential Preservation And Rural Preservation To Suburban Development; And Other Matters Related Thereto.

(Planning Commission approved 8-0)(Council District 2)

2. **ORDINANCE NO. 16-2012/13** [151]

An Ordinance To Rezone Property Owned By Pamplico Rescue And Ambulance Service, Inc. Located At 191 West Sixth Avenue, Pamplico As Shown On Florence County Tax Map No. 60001, Block 01, Parcel 021; Consisting Of Approximately 3.91 Acres From R-5, Multi-Family Residential District, RU-2, Rural Resource District And R-1, Single-Family Residential District To B-1, Limited Business District; And Other Matters Related Thereto.

(Planning Commission approved 8-0)(Council District 2)

3. **ORDINANCE NO. 17-2012/13 (By Title Only)** [159]

An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS: [161]

Council Is Requested To Approve The Following Appointments/Re-Appointments To Various Boards & Commissions With Appropriate Expiration Terms:

- **Accommodations Tax Advisory Commission:** Shelby Kirby – Seat 6
- **Board of Assessment Appeals:** Ted Walters – District 1
- **Economic Development Partnership:** Stewart Altman – District 1
- **Florence County Museum Board:** Gary Cooper – District 1
- **Florence City-County Historical Commission:** Kent Daniels – Seat 2
- **Hannah-Salem-Friendfield Fire District:** Lanney Ard and Randolph Bazen
- **Planning Commission:** Roger Kirby – District 1
- **Policy Commission on Recreation:** Eric Sebnick – District 1
- **West Florence Rural Fire District:** Charles T. Tolson – Seat 1; Avery R. Hewitt – Seat 2 (replacing James Richard Hewitt who resigned due to medical reasons); and, Howard S. Worrell – Seat 3 (replacing Jason E. Smith who resigned due to leaving the department)

XII. REPORTS TO COUNCIL:

A. COUNTY ATTORNEY

1. CITY OF FLORENCE [162]

Approve The Agreement, And Termination Of Agreement And Lease Dated June 29, 1970 Between Florence County And The City Of Florence Regarding The City-County Complex.

2. SEVERANCE AGREEMENT [167]

Accept The Severance Agreement Between Florence County And County Administrator Thomas B. Robinson Effective November 15, 2012.

3. COUNTY ADMINISTRATOR [171]

Authorize The County Attorney And Vice-Chairman Of County Council To Negotiate A Contract Of Employment Between The County And K. G. Rusty Smith, Jr. To Fill The Position Of County Administrator And To Further Authorize The Vice-Chairman To Execute The Contract Of Employment On Behalf Of The County.

B. FINANCE

MONTHLY FINANCIAL REPORTS

[172]

Monthly Financial Reports Were Provided To Council For Fiscal Year 2013 Through September 30, 2012 As An Item For The Record.

C. PUBLIC WORKS/PROCUREMENT

AWARD OF BID#07-12/13

[178]

Approve Award Of Bid #07-12/13 For A Motorgrader To Blanchard Machinery Company, Florence, SC In The Amount Of \$228,131.64 To Be Funded From FY13 Departmental Funds. *(1 Compliant Bid)*

D. SHERIFF'S OFFICE/PROCUREMENT

UPGRADE TO TELEPHONE SYSTEM AT LEC

[181]

Authorize An Upgrade To The Existing Telephone System At The Florence County Law Enforcement Center From The Current Vendor, TelCom System, Utilizing \$53,985.45 In FY13 Sheriff's Office Budgeted Funds.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. LAKE CITY POLICE DEPARTMENT

[184]

Approve The Expenditure Of Up To \$10,000 From Council District 1 Infrastructure Funding Allocation To Assist The Lake City Police Department With The Establishment Of A Shooting Range; To Include Construction Of A Safe Target Area With Stands, A Shelter For Shooting, Secure Storage And Paved Access Areas.

2. NATIONAL CEMETERY PROPERTY

[186]

Authorize The County Attorney To Enter Into Negotiations To Purchase Properties Adjacent To The Florence National Cemetery Owned By Deborah Artis To Expand The Cemetery, In An Amount Not To Exceed \$150,000; Authorize The County Administrator To Execute An Option To Purchase Real Estate; And Approve The Expenditure From Council Districts' Infrastructure/Utility Funding Allocations As Indicated On The Approving Documentation.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

L. E. CIRCLE

[195]

Approve The Expenditure Of Up To \$49,896 From Council District 6 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For L. E. Circle.

C. UTILITY

CITY OF LAKE CITY

[196]

Approve The Expenditure Of Up To \$10,000 From Council District 1 Utility Funding Allocation To Assist The City Of Lake City With The Replacement Of A Domestic Wastewater Flow Meter At The Nan Ya Plastics Facility.

XIV. EXECUTIVE SESSION:

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

XV. INACTIVE AGENDA:

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

November 15, 2012

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the October 18, 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, OCTOBER 18, 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
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Keith Lutcken, Lieutenant/Forensics Sheriff's Office
Barbara Coker, Administrative Manager Sheriff's Office
John Sweeney, Morning News

A notice of the regular meeting of the Florence County Council appeared in the October 17, 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.

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council Approve The Minutes Of The September 13, 2012 Regular Meeting Of County Council. Councilman Kirby seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk Published The Titles And The Chairman Opened Public Hearing Of The Following:

ORDINANCE NO. 08-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way And Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 1, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation; And Other Matters Related Thereto.

ORDINANCE NO. 09-2012/13

An Ordinance To Amend The Text Of The Florence County Comprehensive Plan Land Use Element To Include Zoning Districts R-3A (Single-Family Residential District) And R-5A (Multi-Family Residential District) In Sections: Single And Multi-Family Residential, Commercial Sales And Service, Future Land Use Designations And Objectives And Zoning Districts Interpretations; And Other Matters Related Thereto.

APPEARANCES:

BILL BRADHAM – FLORENCE MEN’S CHORAL SOCIETY

Mr. Bradham, On Behalf Of The Florence Men’s Choral Society, Appeared Before Council To Present A Onetime Request For \$5,000 For The Florence Men’s Choral Society. Chairman Smith stated the proper application for this type of request would be through accommodations tax appropriations and directed the Clerk to assist Mr. Bradham in obtaining information regarding the process.

COMMITTEE REPORTS:

ADMINISTRATION & FINANCE

Chairman Smith stated a rough draft of the EMS study was received. He requested the Administrator provide Council with a copy of the report and schedule a meeting for the Committee on Wednesday, October 24th at 9 a.m. for a presentation on the report.

PUBLIC SERVICE & COUNTY PLANNING

Committee Chairman Schofield stated that the Committee met that morning prior to the regular meeting of Council to discuss the new flood plain maps issued by FEMA. The Committee requested staff do further study to limit the adverse impact from the recent updates to the flood maps.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION OF APPRECIATION & RECOGNITION

The Chairman published the title of a Resolution of Appreciation and Recognition: A Resolution Of Appreciation And Recognition For Peter Knoller For His Professional Standards, Endeavors And Achievements For The Betterment Of Florence County. Councilman Anderson made a motion Council approve the Resolution as presented. Councilman Poston seconded the motion, which was approved unanimously. The Clerk published the Resolution in its entirety and Councilman Poston presented Mr. Knoller with the framed Resolution. Mr. Knoller expressed his appreciation for the recognition.

RESOLUTION OF RECOGNITION

The Chairman published the title of a Resolution of Recognition: A Resolution Of Recognition To Be Presented To The 2012 Florence Post 1 American Legion Baseball Club For Its Athletic Accomplishments. Councilman Anderson made a motion Council approve the Resolution as presented. Councilman Kirby seconded the motion, which was approved unanimously. The Clerk published the Resolution in its entirety and Councilman Mumford presented the framed Resolution to Coach Deriek Urquhart. Coach Urquhart expressed appreciation for the recognition and stated it was a privilege to represent Florence County in the World Series.

RESOLUTION NO. 11-2012/13

The Clerk published the title of Resolution No. 11-2012/13: A Resolution Authorizing (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement (The "Incentive Agreement") Between Florence County, South Carolina (The "County") And A Company To Be Known For The Time Being As Project Crescent, Acting For Itself And One Or More Affiliates Or Other Project Sponsors, (The "Company"), Pursuant To Which The County Shall Covenant To Accept Certain Negotiated Fees In Lieu Of *Ad Valorem* Taxes With Respect To The Expansion Of Certain Manufacturing Facilities Located In The County (The "Project"); (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company; And (3) Other Matters Relating Thereto. Councilman Kirby made a motion Council approve the Resolution as presented. Councilman Culberson seconded the motion, which was approved unanimously.

RESOLUTION NO. 12-2012/13

The Clerk published the title of Resolution No. 12-2012/13: A Resolution To Authorize The Purchase Of A 1995 Ford F-800 Service Truck From The Hannah-Salem-Friendfield Fire District For The Florence County Sheriff's Office In The Amount Of \$10,000 To Be Funded From Council District Infrastructure Funds And Authorize The Addition Of The Truck To The Fleet. Councilman Poston made a motion Council approve the Resolution as presented. Councilman Anderson seconded the motion, which was approved unanimously.

RUDOLPH HAM

Councilman Kirby requested Mr. Rudolph Ham be allowed to address Council regarding voting concerns. Councilman Mumford seconded. Mr. Ham thanked Council for allowing him to speak and stated the matter he wished to address was voting for 2012 on November 6th. He stated the Voter Registration/Elections offices were open from 8:30 a.m. until 5:00 p.m. Monday through Friday for absentee voting and offered drive thru for handicapped voters. He stated his request was that Florence County Council make a request to the Florence County Voter Registration/Elections Director that the office be kept open on Saturdays, beginning October 20th through November 3rd for absentee voting. (November 3rd was the only Saturday scheduled for absentee voting.) Chairman Smith stated the Voter Registration/Elections office was under the jurisdiction of the Florence County Legislative Delegation and was run by a Commission appointed by the Delegation. The County has no authority over the operation of the office. He stated Council could make a request, but it had no authority over the office. County Administrator Tom Robinson cautioned Council that under the new guidelines for the Freedom of Information Act, Council may want to confer with the County Attorney before taking any action on an item that was not published on the Agenda. Chairman Smith asked the County Attorney if Council had the authority to provide a directive to that office. County Attorney Malloy McEachin stated the Voter Registration/Elections office was under the authority of the County Legislative Delegation so the County Council would have no authority over that office. Councilman Kirby stated he would like Council to make that request. Councilman Mumford stated he had talked with the Voter Registration/Elections Director and staff was currently working on Saturdays to process the absentee ballots received during the week and it would create a hardship on them to accept ballots on Saturday, in addition to processing the ballots. Councilman Mumford commended Mr. Ham for looking into the matter and bringing it before Council. Councilman Kirby asked if Council needed to take a vote to send a letter of request to the Delegation or Voter Registration/Elections Commission. Mr. McEachin advised that under the Freedom of Information Act, Council could not take action/vote on an item that was not published on the Agenda at least 24 hours prior to the meeting.

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. 32-2011/12 – THIRD READING

The Clerk published the title of Ordinance No. 32-2011/12: An Ordinance To Zone Properties Inclusive Of All Of Unzoned Properties In Council District Three Bounded By Chase St., W. Lucas St., N. Cashua Dr. And W. Evans St., Florence, SC From Unzoned To The Following Zoning Designations Of R-3A, Single-Family Residential District, And RU-2, Rural Resource District, B-2, Convenience Business District, B-3, General Commercial District, B-5, Office And Light Industrial District, B-6, Industrial District; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto. Councilman Bradley made a motion Council approve third reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 27-2011/12 – SECOND READING

The Clerk published the title of Ordinance No. 27-2011/12: An Ordinance To Zone Property Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis 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. Councilman Bradley made a motion Council approve second reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There Being No Signatures On The Sign-In Sheets, The Chairman Closed The Public Hearing. (The Sign-In Sheets Are Attached And Incorporated by Reference.)

ORDINANCE NO. 08-2012/13 – SECOND READING

The Clerk published the title of Ordinance No. 08-2012/13: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way And Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 1, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation; And Other Matters Related Thereto. Councilman Bradley made a motion Council approve second reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

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ORDINANCE NO. 11-2012/13 – INTRODUCED

The Clerk published the title and the Chairman declared Ordinance No. 11-2012/13 introduced: An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The Town Of Scranton On Church Street, More Specifically Shown On Tax Map Numbers 01941-01-003, 01941-01-004, 01941-01-005, 01941-01-007, On Railroad Avenue More Specifically Shown On Tax Map Number 00194-31-125 From Residential Growth And Preservation To Rural Preservation; And Other Matters Related Thereto.

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ORDINANCE NO. 13-2012/13 – INTRODUCED

The Clerk published the title and the Chairman declared Ordinance No. 13-2012/13 introduced: An Ordinance Authorizing (1) The Re-Documentation Of That Certain Lease Purchase Agreement Dated December 1, 1998, Between Florence County, South Carolina (The "County") And Honda Of South Carolina Mfg., Inc. (The "Company") Pertaining To The Company's Existing Manufacturing Facilities Located Within The County; (2) Extension Of The Period For Payment Of Fees In Lieu Of *Ad Valorem* Taxes With Respect To Assets Under Said Lease Purchase Agreement; And (3) Other Matters Relating Thereto.

ORDINANCE NO. 14-2012/13 – INTRODUCED

The Clerk published the title and the Chairman declared Ordinance No. 14-2012/13 introduced: An Ordinance Authorizing: (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement (The “Incentive Agreement”) Between Florence County, South Carolina (The “County”) And “Project Crescent,” Acting For Itself And One Or More Affiliates Or Other Project Sponsors, (The “Company”), Pursuant To Which The County Shall Covenant To Accept Certain Negotiated Fees In Lieu Of Ad Valorem Taxes With Respect To The Expansion Of Certain Manufacturing Facilities Located In The County (The “Project”); (2) The Benefits Of A Multi-County Industrial Park To Be Made Available To The Company; And (3) Other Matters Relating Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

There were no appointments to Board or Commissions.

REPORTS TO COUNCIL:

ADMINISTRATION/FINANCE

WELLNESS PROGRAM

Councilman Kirby made a motion Council Approve Funding A Wellness Program For Florence County In The Amount Of \$16,995 To Be Funded From The Recently Received Rebate From The County’s Purchasing Card Program, Both Amounts To Be Included In The FY2012/13 Budget Amendment. Councilman Kirby asked if the hospitals would offer a rebate to off-set costs for the program and/or better insurance rates for employees. Mr. Robinson stated the County would be working through the State insurance pool and if the wellness program was implemented, that would be something to pursue later. Motion died due to lack of a second.

EMS/PROCUREMENT

PURCHASE OF TWO (2) AMBULANCES

Councilman Anderson made a motion Council Authorize The Use Of Florida Association Of Counties Bid #11-10-1202 Awarded To Wheeled Coach Industries To Purchase Two (2) Ambulances At A Base Bid Of \$111,200 Each With Needed Options In The Amount Of \$10,808 Additional Per Ambulance From Peach State Ambulance, Inc., Tyrone, GA, The Authorized Regional Representative For Wheeled Coach Industries (Total Purchase Of \$244,016) As Funded And Approved In The FY13 Budget. Councilman Mumford seconded the motion, which was approved unanimously.

FINANCE/FACILITIES MANAGEMENT

PUBLIC WORKS DEPARTMENT BUILDING ROOF

Councilman Mumford made a motion Council Approve The Replacement Of The Roof On The Public Works Building With A Solventless Silicone Coating System And Authorize Funding From Fund 153 – Road Maintenance Fund Balance In The Estimated Amount Of \$80,000. Councilman Anderson seconded the motion, which was approved unanimously. Chairman Smith asked if it had been determined that this would be the best course of action to repair the building. Mr. Robinson responded that it had and this was the most cost-effective means of repairing the roof.

LIBRARY SYSTEM/GRANTS

GRANT AWARD

Councilman Mumford made a motion Council Accept A Grant Award In The Amount Of \$500 From The National Endowment For The Humanities (NEH), The Library Of America And The Gilder Lehrman Institute Of American History To Host Public Programming On The Themes Of The Civil War In Conjunction With The Civil War 150 Project In The County Library System. Councilman Anderson seconded the motion, which was approved unanimously.

LIBRARY SYSTEM/PROCUREMENT

AWARD OF BID #03-12/13

Councilman Mumford made a motion Council Approve Award Of Bid #03-12/13 For Parking Lot And Landscaping Improvements At 419 S. Dargan Street To Industrial Paving, Inc., Darlington, SC In The Amount Of \$55,400 From Previously Approved Funds. Councilman Culberson seconded the motion, which was approved unanimously.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Anderson made a motion Council Declare A 2006 GMC Yukon, V#0783 And A 2002 PACE Trailer, As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Bradley seconded the motion, which was approved unanimously.

DECLARATION OF SURPLUS PROPERTY

Councilman Culberson made a motion Council Declare Five (5) Vehicles And One (1) Motorgrader As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Anderson seconded the motion, which was approved unanimously.

RECREATION/PROCUREMENT

AWARD OF BID #01-12/13

Councilman Mumford made a motion Council Authorize The Award Of Bid #01-12/13 – Tour Events To The Low Bidders For Each Individual Trip To Be Funded By The Participants If The Minimum Participation Numbers Are Met. Councilman Bradley seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE/GRANTS

CIRCLE PARK ANNUAL CONTRACT/GRANT

Councilman Anderson made a motion Council Accept Award Of An Annual Contract/Grant In The Amount Of \$6,000 From Circle Park To Florence County Sheriff's Office For Services To Be Rendered As A Participant In The 12th Judicial Circuit Alcohol Enforcement Team. Councilman Mumford seconded the motion, which was approved unanimously.

SOUTH CAROLINA DEPARTMENT OF HIGHWAY SAFETY

Councilman Mumford made a motion Council Accept A South Carolina Department Of Highway Safety Grant In The Amount Of \$28,000 For Services Rendered As The Host Agency For The 12th Judicial Circuit Law Enforcement Network. Councilman Culberson seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE/PROCUREMENT

AWARD OF BID #04-12/13

Councilman Anderson made a motion Council Approve The Award Of Bid #04-12/13 For Tasers And Related Equipment To Lawmen's Safety Supply, Inc., In The Amount Of \$52,912 To Be Funded From A South Carolina Department Of Public Safety Grant. Councilman Bradley seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

LAKE CITY POLICE DEPARTMENT

Councilman Anderson made a motion Council Approve The Expenditure Of Up To \$10,000 From Council District 1 Infrastructure Funding Allocation To Assist The Lake City Police Department With The Purchase/Installation Of A City-Wide Camera System. Councilman Bradley seconded the motion, which was approved unanimously. Chairman Smith recognized the Chief and Assistant Chief of Police for the City of Lake City, who were present at the meeting.

TOWN OF OLANTA

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$15,000 From Council District 1 Infrastructure Funding Allocation To Assist The Town Of Olanta With The Construction Of A Stage/Bandstand In The J. Kelton Floyd Park. Councilman Anderson seconded the motion, which was approved unanimously.

TOWN OF SCRANTON

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$8,000 From Council District 1 Infrastructure Funding Allocation To Assist The Town Of Scranton With Resurfacing Tennis Courts At The Park Located On Hwy. 52. Councilman Culberson seconded the motion, which was approved unanimously.

HANNAH-SALEM-FRIENDFIELD FIRE DISTRICT

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$13,000 From Council District 2 Infrastructure Funding Allocation To Assist The Hannah-Salem-Friendfield Fire District With The Purchase Of A Service/Rescue Truck. Councilman Culberson seconded the motion, which was approved unanimously.

FLORENCE COUNTY SCHOOL DISTRICT FOUR

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$12,000 From Council District 4 Infrastructure Funding Allocation To Assist Florence County School District Four With Repairs To The Gym Floor. Councilman Mumford seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$1,000 From Council District 6 Infrastructure Funding Allocation To Assist The Florence County Sheriff's Office With Refurbishments To/On The Equipment Truck. Councilman Mumford seconded the motion, which was approved unanimously.

EBENEZER PARK

Councilman Anderson made a motion Council Approve The Expenditure Of Up To \$3,000 From Council District 9 Infrastructure Funding Allocation To Seal, Coat And Stripe The Parking Lot At Ebenezer Park. Councilman Kirby seconded the motion, which was approved unanimously.

ESAB SOCCER COMPLEX

Councilman Anderson made a motion Council Approve The Expenditure Of Up To \$6,000 From Council District 9 Infrastructure Funding Allocation To Erect Fencing At ESAB Soccer Complex. Councilman Bradley seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

S. CAMERON ROAD

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$107,127 From Council District 1 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For S. Cameron Road. Councilman Anderson seconded the motion, which was approved unanimously.

UTILITY

TOWN OF TIMMONSVILLE

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$25,000 From Council District 4 Utility Funding Allocation To Assist The Town Of Timmonsville With Emergency Repair Of Sewer Cave-In On Market And Foxworth Street. Councilman Mumford seconded the motion, which was approved unanimously.

The following were Additions to the Agenda:

CYBER SECURITY MONTH PROCLAMATION

Councilman Mumford made a motion Council Approve A Proclamation Declaring October 2012 As Cyber Security Month In Florence County And Recognize And Support The Efforts Of The Florence Career Center Cyber Swamp Foxes To Compete In The Cyber Patriot V Competition In November. Councilman Anderson seconded the motion, which was approved unanimously. The Clerk published the Proclamation in its entirety. Councilman Bradley was presented with the framed Proclamation for the Florence Career Center. Councilman Bradley stated this was the third year that students participated in the National competition.

SOUTH LYNCHES FIRE DEPARTMENT

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$12,000 From Council District 1 Infrastructure Funding Allocation To Assist The South Lynchs Fire Department With The Purchase Of Computer Equipment For Its Fire Ground Safety And Accountability Program. Councilman Anderson seconded the motion, which was approved unanimously.

35TH STREET

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$5,310.25 From Council District 1 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For 35th Street. Councilman Kirby seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Anderson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss Contractual Matters and Personnel Matters, And Receive Legal Advice. Councilman Bradley seconded the motion, which was approved unanimously.

Council entered executive session at 10:00 a.m. Council reconvened at 11:07 a.m.

Subsequent to Executive Session, Councilman Schofield made a motion Council Approve The Adoption Of The Florence County Sheriff's Office Deputy/Civilian Evaluation Form 2012. Councilman Mumford seconded the motion, which was approved unanimously. (A copy of the Form is attached and incorporated by reference.)

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

COUNCIL MEETING ADJOURNED AT 11:07 A.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

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

PUBLIC HEARING

October 18, 2012

ORDINANCE NO. 08-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way And Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 1, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation; And Other Matters Related Thereto.

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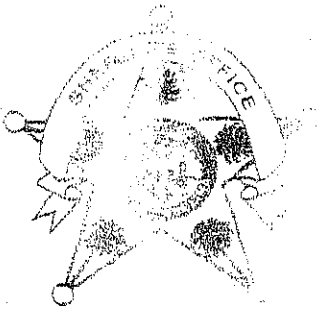
PUBLIC HEARING

October 18, 2012

ORDINANCE NO. 09-2012/13

An Ordinance To Amend The Text Of The Florence County Comprehensive Plan Land Use Element To Include Zoning Districts R-3A (Single-Family Residential District) And R-5A (Multi-Family Residential District) In Sections: Single And Multi-Family Residential, Commercial Sales And Service, Future Land Use Designations And Objectives And Zoning Districts Interpretations; And Other Matters Related Thereto.

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FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

September 25, 2012

Mr. Rusty Smith, Chairman
Florence County Council
180 North Irby Street
Florence, South Carolina 29501

Dear Chairman Smith:

The Florence County Sheriff's Office would like to implement an evaluation form that is customized for law enforcement duties where employees can be evaluated on their job performance. By County Council adopting the Florence County Sheriff's Office Deputy/Civilian Evaluation Form, it would allow the employees of the Sheriff's Office to be evaluated annually based on a form tailored specifically for law enforcement.

I have attached the forms for your review and would like to have this placed on the October 18, 2012 agenda of the Florence County Council meeting so that we could begin implementation of this evaluation program.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Boone", is written over a faint, larger version of the signature.

William K. Boone
Florence County Sheriff

WKB/bc

Attachment: FCSO Deputy/Civilian Evaluation Form

6719 Friendfield Road • Effingham, South Carolina 29541
Sheriff (843) 665-2121 • Detention Center (843) 665-9944

**Florence County Sheriff's Office
Deputy/Civilian Evaluation Form 2012**



Date:
Employee:
Slot Number:
Supervisor:

Please mark the box that best describes the employee's job performance.
Mark through the categories that don't apply to the employee's job performance.

Categories	Unacceptable	Not Proficient	Fully Proficient	Commendable	Exceptional
Dependability Extent to which the employee can be relied upon to meet the stated mission of the Sheriff's Office and fulfill required commitments in a thorough and conscientious manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Initiative Extent to which the employee demonstrates willingness to complete, meet or exceed job requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Job Knowledge Extent to which the employee demonstrates an understanding of job standards, departmental policies and procedures. Extent to which the employee exhibits understanding of basic law enforcement techniques.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Performance Extent to which the employee performs daily law enforcement and administrative functions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Demeanor Extent to which the employee promotes and establishes positive relationships with the public and other employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal Appearance Extent to which the employee maintains and presents a professional appearance. Maintains personal physical readiness suitable to his/her duties, and maintains the care and appearance of county equipment issued to perform daily law enforcement duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adaptability Extent to which employee is willing to adapt to organizational changes while maintaining a positive attitude.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Service Extent to which the employee promotes the concept of Community Policing through personal involvement in community activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Punctuality Extent to which the employee is prompt at reporting to work assignments, meetings, scheduled training, etc. Employee is consistent in his/her attendance during assigned work cycles.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Skills Extent to which the employee express himself/herself both written and verbally when interacting with the general public, dealing with difficult complainants, delivering written statements, or making verbal professional statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All ratings of greater than or less than proficient should have comments attached.

Florence County Sheriff's Office
Employee Evaluation 2012

Employee Name:
Slot Number:

Signature by the employee **DOES NOT** imply agreement or disagreement with the Performance Enhancement Program Evaluation Rating. It is acknowledgement that both the employee and supervisor have jointly reviewed and discussed the PEP Evaluation.

Employee Signature: _____ Date: _____

Employee Comments

Supervisor Signature: _____ Date: _____

Supervisor Comments

Department Head Signature: _____ Date: _____

Department Head Comments

Periodically and/or upon request, HRD and/or the County Administrator may review performance appraisals.

HRD Signature: _____ Date: _____

HRD Review and Comment

County Administrator Signature: _____ Date: _____

County Administrator Review and Comment

All ratings of greater than or less than proficient should have comments attached.

Dependability

Comments: _____

Individual Initiative

Comments: _____

Job Knowledge

Comments: _____

Professional Performance

Comments: _____

Professional Demeanor

Comments: _____

Personal Appearance

Comments: _____

Adaptability

Comments: _____

Community Service

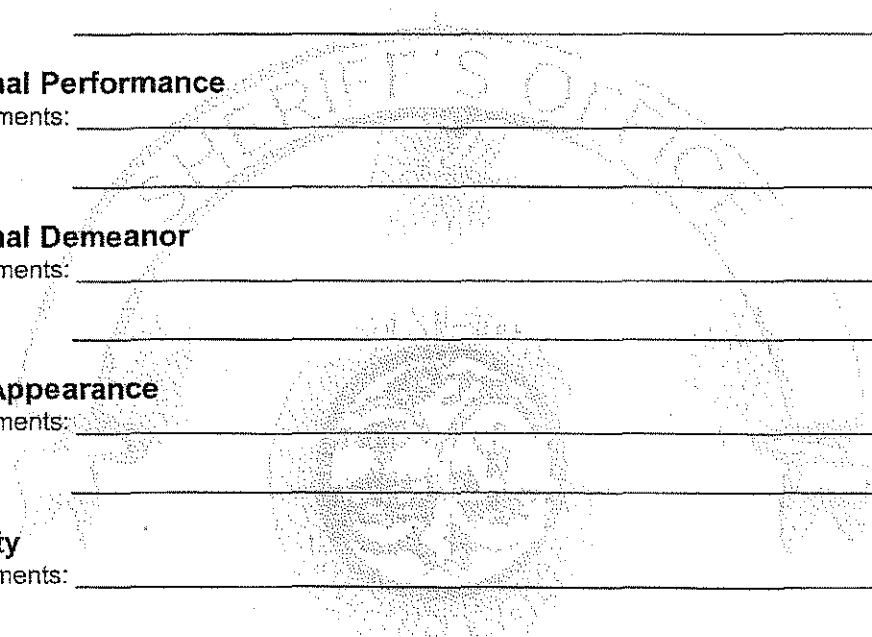
Comments: _____

Punctuality

Comments: _____

Communication Skills

Comments: _____



FLORENCE COUNTY COUNCIL

November 15, 2012

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

A. ORDINANCE NO. 11-2012/13

An Ordinance To Amend The Florence County Comprehensive Plan Land Use Map For Properties In Florence County Located In The Town Of Scranton On Church Street, More Specifically Shown On Tax Map Numbers 01941-01-003, 01941-01-004, 01941-01-005, 01941-01-007, On Railroad Avenue More Specifically Shown On Tax Map Number 00194-31-125 From Residential Growth And Preservation To Rural Preservation; And Other Matters Related Thereto.

B. ORDINANCE NO. 12-2012/13

An Ordinance Authorizing (1) The Re-Documentation Of That Certain Lease Purchase Agreement Dated December 1, 1998, Between Florence County, South Carolina (The "County") And Honda Of South Carolina Mfg., Inc. (The "Company") Pertaining To The Company's Existing Manufacturing Facilities Located Within The County; (2) Extension Of The Period For Payment Of Fees In Lieu Of *Ad Valorem* Taxes With Respect To Assets Under Said Lease Purchase Agreement; And (3) Other Matters Relating Thereto.

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Appearances Before Council
2012 Christmas Card Contest Winner

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council will announce and recognize the winner of the 2012 Annual Christmas Card Contest.

FLORENCE COUNTY COUNCIL MEETING

November 15, 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

 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)
)
COUNTY OF FLORENCE)

TITLE TO REAL ESTATE

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 _____, 2012.

Signed, Sealed and Delivered
In The Presence of

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

DRAFT



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.

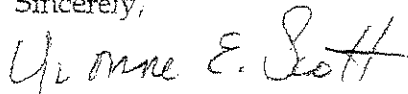
FCSD3 makes every effort to assist families within the FCSD3 attendance zones who are experiencing hardship due to circumstances beyond their control. Many of our families are homeless due to economic circumstances or as a result of losing their home in a fire. As the winter approaches, families are 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 vscott@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

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 15, 2012

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

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, Otis 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.] *(Planning Commission approved 6-0: Council District 3)*

POINTS TO CONSIDER:

1. The subject properties are currently occupied by uses compatible with industrial activity.
2. The subject properties are currently unzoned.
3. Surrounding land uses are a mixture of commercial, industrial and vacant wooded land.
4. The Land Use designation is currently being changed from Commercial Growth and Preservation to Industrial Growth and Preservation per Ordinance 08-2012/13 pending before Council.
5. The zoning designation of B-6 for the subject properties will comply with the Comprehensive Plan with approval of the land use amendment request.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 27-2011/12
2. Industrial Park Parcel Map
3. Staff Report

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: August 28, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: August 28, 2012	this Ordinance was
Planning Commission Action	: August 28, 2012 [Approved: 6-0]	advertised for Public Hearing
First Reading/Introduction	: May 3, 2012	on _____.
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	: October 18, 2012	
Third Reading	: November 15, 2012	
Effective Date	: Immediately	

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, Otis 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.]

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.

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

1. Properties located on Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis 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; are hereby zoned to B-6, Industrial District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.

3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, August 28, 2012
PC#2012-11
ORDINANCE NO. 27-2011/12**

SUBJECT: Zoning request to B-6, Industrial District

LOCATION: Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence County

TAX MAP NUMBER(S): 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
00145, Block 01, Parcels 076, 077, 085-089, 093, 095, 100, 103, 104

COUNCIL DISTRICT(S): 3; County Council

OWNER OF RECORD: See Attachment "A"- Property Owners' Information

APPLICANT: Governing Council

LAND AREA: Approx. 774.14 acres

WATER /SEWER AVAILABILITY: City of Florence /DHEC

**ADJACENT WATERWAYS/
BODIES OF WATER:** High Hill Creek

FLOOD ZONE: A flood zone is associated with High Hill Creek that is located along a northern portion of subject properties.

STAFF ANALYSIS:

1. Existing Land Use and Zoning:

The subject properties are currently occupied by a mixture of industrial and commercial-related uses, religious institutional uses and vacant and wooded land uses within an established industrial park existing in an unzoned area.

2. Proposed Land Use and Zoning:

There is the potential for future development of properties in the subject area consistent with the permitted uses and development standards of the B-6, Industrial District.

3. Surrounding Land Use and Zoning:

North: Darlington County

South: Commercial and industrial uses, school, vacant and wooded land/Unzoned/Florence County

West: Agricultural uses, commercial uses, school, wooded and vacant land/Unzoned/Florence County

East: Commercial uses, vacant and wooded land/Unzoned/Florence County

4. Transportation Access and Circulation:

The properties may be accessed by way of Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way and Cecil Road.

5. Traffic Review:

The zoning of these properties would not have an effect on the traffic flow for the area.

6. Florence County Comprehensive Plan:

The subject properties are currently designated as Commercial Growth and Preservation, Rural Preservation, Suburban Development and/or Public Facility according to the Land Use Map of the Comprehensive Plan.

The zoning amendment request is not currently in compliance with current designations according to the Comprehensive Plan.

The applicant is proposing to change the designations to Industrial Growth and Preservation.

Approval of the land use designation amendment request will bring the zoning amendment request into compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

7. Chapter 30-Zoning Ordinance:

The intent of the B-6, Industrial District is to accommodate certain industrial uses which, based on their operational characteristics are potentially incompatible with residential, social, medical, and commercial environs. As a result, the establishment of such districts shall be restricted to areas geographically removed or buffered from such environs.

STAFF RECOMMENDATION:

Planning staff recommends approval of the zoning amendment request to Planning Commission based on the request being in compliance with the Comprehensive Plan upon approval of the land use designation amendment request.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, AUGUST 28, 2012:




The six Planning Commission members present approved the zoning request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with approval of the land use designation amendment request for the subject properties.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

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





Florence Industrial Park Parcels

Legend

-  Park Parcels
-  County Outline
-  Roads

Major Roads

CLASS

-  INTERSTATE
-  STATE PRIMARY
-  STATE SECONDARY
-  US

Municipalities



1 inch = 900 feet



FLORENCE COUNTY COUNCIL MEETING

Thursday, November 15, 2012

AGENDA ITEM: Ordinance No. 08-2012/13
Third 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 On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way and Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 1, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation; And Other Matters Related Thereto.] *(Planning Commission approved 6-0: Council District 3)*

POINTS TO CONSIDER:

1. The subject properties' designations, as established by the Land Use Map of the Florence County Comprehensive Plan, are Commercial Growth and Preservation, Rural Preservation, Suburban Development and/or Public Facility.
2. The applicant is proposing to change the designation to Industrial Growth and Preservation to facilitate and encourage uniform growth and development consistent with the establishment of an industrial park.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 08-2012/13
2. Resolution for PC#2012-10
3. Staff report for PC#2012-10
4. Aerial photograph
5. Comprehensive Land Use Plan Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: August 28, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: August 28, 2012	Ordinance was advertised for
Planning Commission Action	: August 28, 2012 [Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: September 13, 2012	
Committee Referral	: N/A	
County Council Public Hearing	: October 18, 2012	
Second Reading	: October 18, 2012	
Third Reading	: November 15, 2012	
Effective Date	: Immediately	

ORDINANCE NO. 08-2012/13

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 On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way and Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 1, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation; 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 August 28, 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 on Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way and Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 1, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation. The thirty eight parcels consist of approximately 646.55 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:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

RESOLUTION FOR PC#2012-10
FLORENCE COUNTY PLANNING COMMISSION

[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designations For Properties In Florence County Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way and Cecil Road, More Specifically Shown On Tax Map Numbers 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 001, Parcels 076, 085-086, 089, 093, 095, 100, 103-104 To Industrial Growth And Preservation 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 Commercial Growth and Preservation, Rural Preservation, Suburban Development and/or Public Facility; and
2. The applicant proposes to change the land use designations to Industrial Growth and Preservation; and
3. The applicant believes that such a change will facilitate and encourage uniform growth and development of the industrial park; and
4. 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 on Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way and Cecil Road and measuring approximately 646.55 acres, to Industrial Growth and Preservation as referenced on the agenda map.

ATTEST:

Angela C. Thomas
Angela C. Thomas, Secretary III

SIGNED:

David D. Gabel
Chairman

COMMISSION VOTE: 6-0

OPPOSED: None

ABSENT: C. Cunha
B. Lockhart
D. Lockhart
V. Talbert

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
August 28, 2012
PC#2012-10
ORDINANCE NO.8-2012/12**

SUBJECT: Comprehensive Plan Map Amendment to change the Land Use Map designations for properties located in Florence County to Industrial Growth and Preservation.

LOCATION: Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Otis Way, Success Way and Cecil Road

TAX MAP NUMBER(S): 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093, 00145, Block 01, Parcels 076, 085-086, 089, 093, 095, 100, 103-104;

COUNCIL DISTRICT: 3; County Council

APPLICANT: Governing Council

LAND AREA: 38 parcels, approximately 646.55 acres

STAFF ANALYSIS:

The properties are currently designated as Commercial Growth and Preservation, Rural Preservation, Suburban Development and/or Public Facility according to the Comprehensive Plan Land Use map.

The applicant proposes to change the designations to Industrial Growth and Preservation.

The reason for the proposed amendment is to facilitate and encourage uniform growth and development consistent with the establishment of an industrial park created to promote economic development in and around Florence County.

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Industrial Growth and Preservation. Industrial Growth and Preservation protects and sustains existing industrial areas, including property values and amenities, and provides areas along important corridors or in emerging industrial locations that are targeted for major economic development.

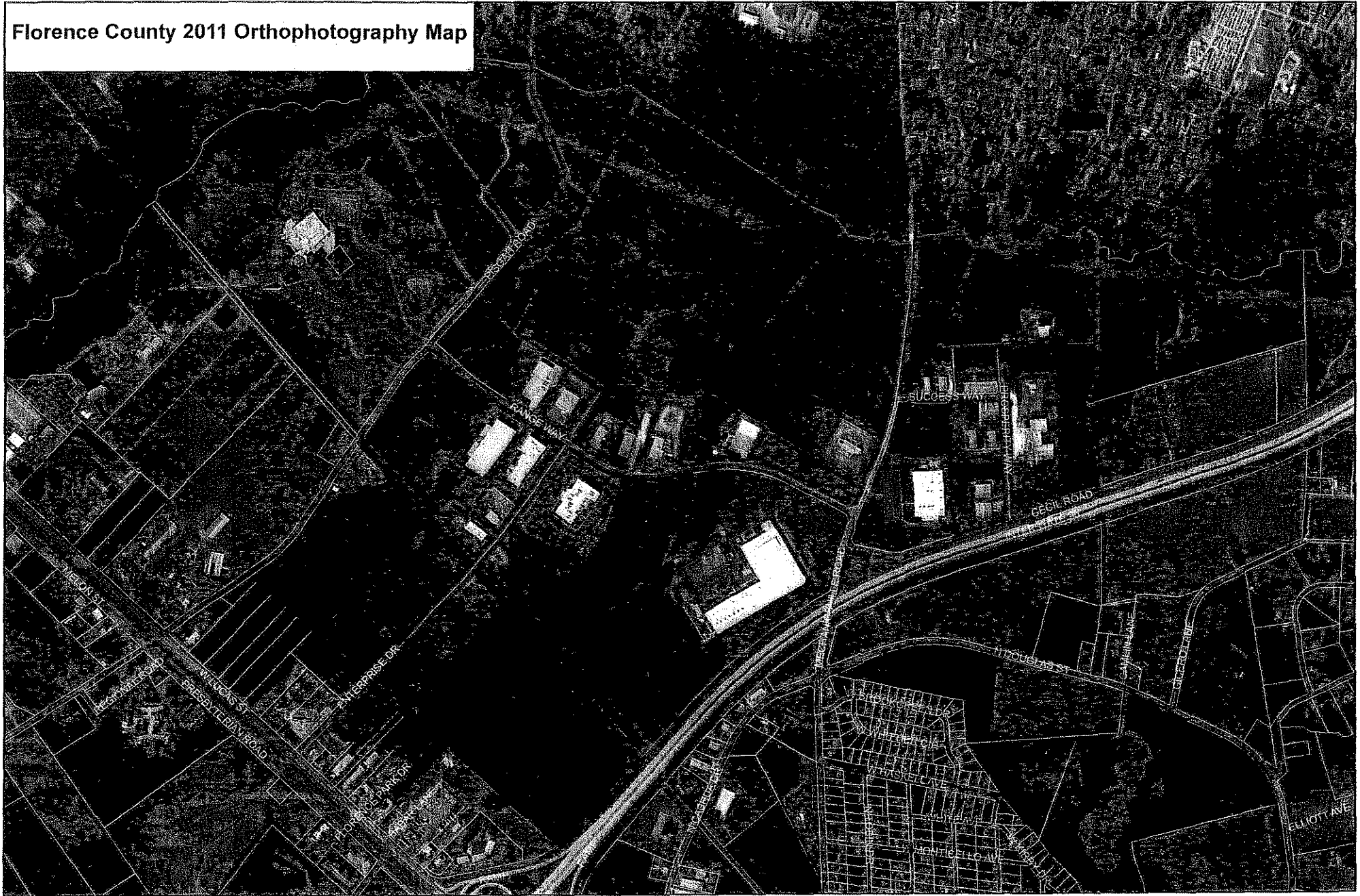
Florence County Planning Commission Action: August 28, 2012:

The six 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 Industrial Growth and Preservation land use designation to recognize substantial change and changing conditions or circumstances in a particular locality.

Florence County 2011 Orthophotography Map

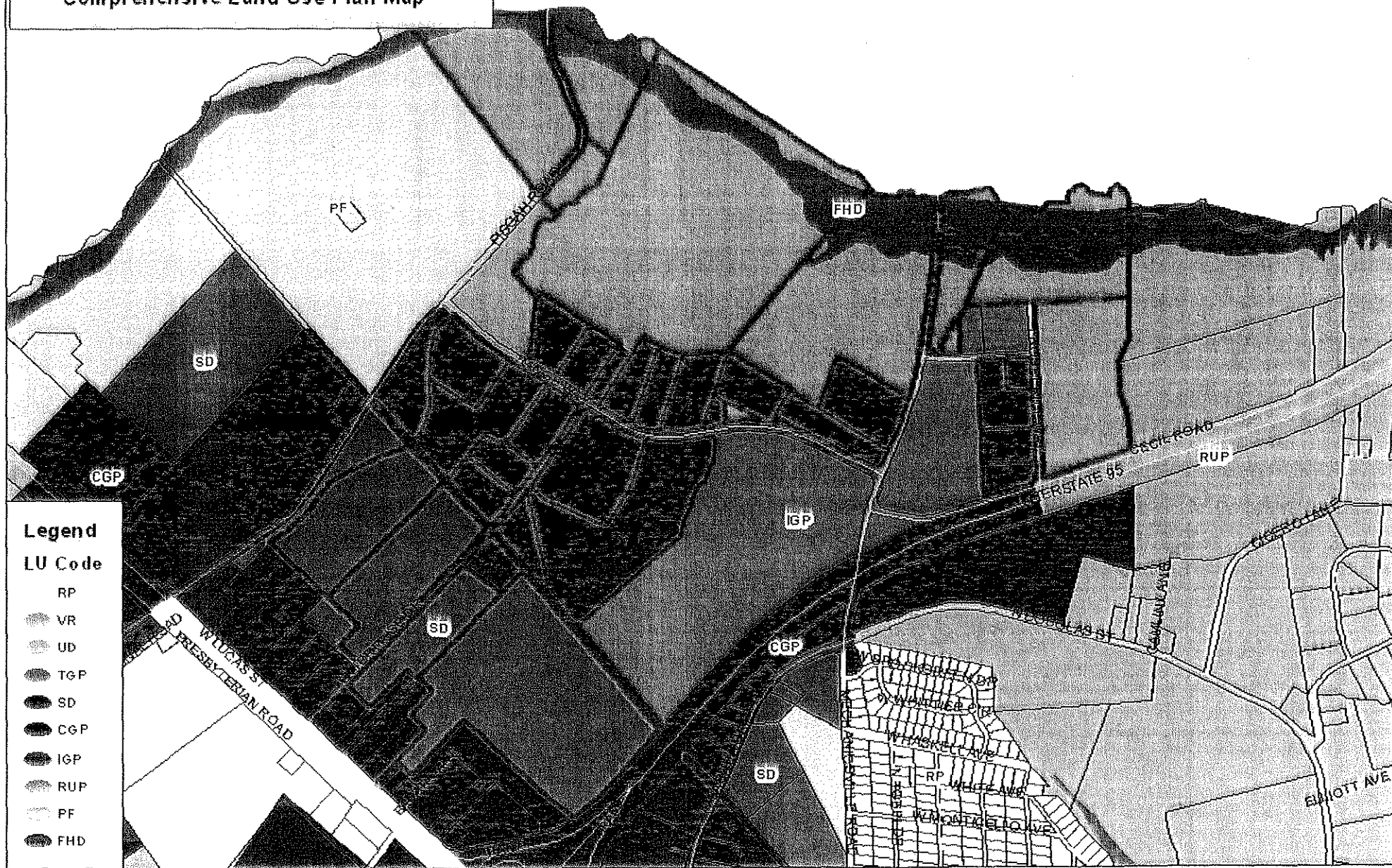


Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
08/09/2012



COUNTY COUNCIL DISTRICT(S): 3
PC#2012-10

Florence County
Comprehensive Land Use Plan Map



015000600 Feet

Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 08/09/2012



COUNTY COUNCIL DISTRICT(S): 3
 PC#2012-10

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 15, 2012

AGENDA ITEM: Ordinance No. 09-2012/13
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Text Of The Florence County Comprehensive Plan Land Use Element To Include Zoning Districts R-3A (Single-Family Residential District) And R-5A (Multi-Family Residential District) In Sections: Single And Multi-Family Residential, Commercial Sales And Service, Future Land Use Designations And Objectives And Zoning Districts Interpretations; And Other Matters Related Thereto.] *(Planning Commission approved 6-0: All Council Districts)*

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts.
2. Districts R-3A and R-5A were adopted by Ordinance to be included in the Florence County Code, Chapter 30, Zoning Ordinance, Section 30-28 Table I on November 19, 2009.
3. Districts R-3A and R-5A have the same permitted and conditionally allowed uses as R-3 and R-5 respectively excluding manufactured housing.
4. The Land Use Designations of the Land Use Element of the Florence County Comprehensive Plan must include all Florence County zoning districts.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 09-2012/13
2. Staff report for PC#2012-13
3. Resolution for PC#2012-13

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: August 28, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: August 28, 2012	Ordinance was advertised for
Planning Commission Action	: August 28, 2012 [Approved: 6-0]	Public Hearing on _____
First Reading/Introduction	: September 13, 2012	
Committee Referral	: N/A	
County Council Public Hearing	: October 18, 2012	
Second Reading	: October 18, 2012	
Third Reading	: November 15, 2012	
Effective Date	: Immediately	

ORDINANCE NO. 09-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Text Of The Florence County Comprehensive Plan Land Use Element To Include Zoning Districts R-3A (Single-Family Residential District) and R-5A (Multi-family Residential District) In Sections: Single And Multi-Family Residential, Commercial Sales And Service, Future Land Use Designations And Objectives And Zoning Districts Interpretations; And Other Matters Related Thereto.]

WHEREAS:

1. Florence County has enacted a Comprehensive Plan and Zoning Ordinance to guide land use throughout the County; and
2. Districts R-3A and R-5A were adopted by Ordinance to be included in the Florence County Code, Chapter 30, Zoning Ordinance, Section 30-28 Table I on November 19, 2009; and
3. Florence County zoning districts must be included in the Land Use Designations of the Land Use Element of the Comprehensive Plan; and
4. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on August 28, 2012.

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

1. The text of the Florence County Comprehensive Plan Land Use Element is amended to include Zoning Districts R-3A and R-5A in Sections: Single and Multi-Family Residential, Commercial, Sales and Service, Future Land Use Designations and Objectives and Zoning Districts Interpretations. The text on the referenced pages of the Land Use Element shall be amended as follows:

Page 19, Single and Multi-Family Residential Section of the Florence County Comprehensive Plan Land Use Element:

The future land use classifications that shall include residential uses are listed below. For a description of the future land use categories, see page 41.

- Residential Preservation (RP), permitted zoning: R-1, R-2, R-3, R-3A and PD;
- Variable Residential (VR), permitted zoning: R-3, R-3A, R-4, R-5, R-5A and PD;
- Rural Preservation (RUP), permitted zoning: RU-1, RU-2 and PD;
- Transitional Growth and Preservation (TGP), permitted zoning: B-1, B-2, RU-1 and PD;

Suburban Development (SD), permitted zoning: R-2, R-3, R-3A, R-4, B-1, B-2, RU-1, and PD.

Appendix F (page 77) includes the description of each zoning district.


Page 24, Commercial, Sales and Service Section of the Florence County Comprehensive Plan Land Use Element:


The future land use classifications that shall include commercial uses are listed below. For a description of the future land use categories, see page 41.

- Transitional Growth and Preservation (TGP), permitted zoning: B-1, B-2, RU-1, and PD;
- Commercial Growth and Preservation (CGP), permitted zoning: B-3, B-4, and PD;
- Suburban Development (SD), permitted zoning: R-2, R-3, R-3A, R-4, B-1, B-2, RU-1, and PD;
- Urban Development (UD), permitted zoning: B-4 and PD;
- Flood Hazard District (FHD), permitted zoning: all zoning upon special review


Appendix F (page 77) includes the description of each zoning district.

Page 41, Future Lane Use Designations and Objectives Section of the Florence County Comprehensive Plan Land Use Element:

 **Residential Preservation (RP)** – Protect and sustain existing low density single-family residential areas, including property values and amenities, and provide for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses. (Zoning Districts Permitted: R-1, R-2, R-3, R-3A, PD)

 **Variable Residential (VR)** – Protect and sustain existing higher density single-family, multi-family, or mixed-use residential areas, including property values and amenities, and provide areas for growth of various housing types and their accessory uses in urban and suburban settings. (Zoning Districts Permitted: R-3, R-3A, R-4, R-5, R-5A, PD)

Page 42, Future Lane Use Designations and Objectives Section of the Florence County Comprehensive Plan Land Use Element:

 **Suburban Development (SD)** – 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-3A, R-4, B-1, B-2, RU-1, PD)

Page 77, Zoning Districts Interpretations Section of the Florence County Comprehensive Plan Land Use Element:

R-3, Single-Family Residential District. The intent of this district is the same as R-1 aside from differences in lot sizes and densities. The minimum lot area for residential use is 6,000 sq. ft. and 12,000 sq. ft. for non-residential use.

R-3A, Single-Family Residential District. The intent of this district is the same as R-3 excluding manufactured housing.

R-5, Multi-Family Residential District. The intent of this district is to accommodate higher density residential development and a variety of housing types on small lots or project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands and preferences of a changing housing market, and doing so in an orderly, compatible manner. The minimum lot area for residential use is 6,000 sq. ft. and 12,000 sq. ft. for non-residential use.

R-5A, Multi-Family Residential District. The intent of this district is the same as R-5 excluding manufactured housing.

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, August 28, 2012
PC#2012-13
ORDINANCE NO. 9-2012/13**

SUBJECT: Request for text amendments to the Florence County Comprehensive Plan Land Use Element to include zoning districts R-3A, Single-Family Residential District and R-5A, Multi-Family Residential District.

APPLICANT: Florence County Planning & Building Department

STAFF ANALYSIS:

Districts R-3A and R-5A were adopted by Ordinance to be included in the Florence County Code, Chapter 30 Zoning Ordinance, Section 30-28 Table I on November 19, 2009.

Districts R-3A and R-5A have the same permitted and conditionally allowed uses as R-3 and R-5 respectively excluding manufactured housing.

The Land Use Designations of the Land Use Element of the Comprehensive Plan must include all Florence County zoning districts.

The Single and Multi-Family Residential, Commercial, Sales and Service, Future Land Use Designations and Objectives and Zoning Districts Interpretations sections shall be amended to include Districts R-3A and R-5A. The text on the referenced pages of the Land Use Element shall be amended as follows:

Page 19, Single and Multi-Family Residential Section of the Florence County Comprehensive Plan Land Use Element:

The future land use classifications that shall include residential uses are listed below. For a description of the future land use categories, see page 41.

- Residential Preservation (RP), permitted zoning: R-1, R-2, R-3, R-3A and PD;
- Variable Residential (VR), permitted zoning: R-3, R-3A, R-4, R-5, R-5A and PD;
- Rural Preservation (RUP), permitted zoning: RU-1, RU-2 and PD;
- Transitional Growth and Preservation (TGP), permitted zoning: B-1, B-2, RU-1 and PD;
- Suburban Development (SD), permitted zoning: R-2, R-3, R-3A, R-4, B-1, B-2, RU-1, and PD.

Appendix F (page 77) includes the description of each zoning district.

Page 24, Commercial, Sales and Service Section of the Florence County Comprehensive Plan Land Use Element:


Commercial, Sales and Service


The future land use classifications that shall include commercial uses are listed below. For a description of the future land use categories, see page 41.

- Transitional Growth and Preservation (TGP), permitted zoning: B-1, B-2, RU-1, and PD;
- Commercial Growth and Preservation (CGP), permitted zoning: B-3, B-4, and PD;
- Suburban Development (SD), permitted zoning: R-2, R-3, R-3A, R-4, B-1, B-2, RU-1, and PD;
- Urban Development (UD), permitted zoning: B-4 and PD;
- Flood Hazard District (FHD), permitted zoning: all zoning upon special review


Appendix F (page 77) includes the description of each zoning district.

Page 41, Future Land Use Designations and Objectives Section of the Florence County Comprehensive Plan Land Use Element:

 **Residential Preservation (RP)** – Protect and sustain existing low density single-family residential areas, including property values and amenities, and provide for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses. (Zoning Districts Permitted: R-1, R-2, R-3, R-3A, PD)

 **Variable Residential (VR)** – Protect and sustain existing higher density single-family, multi-family, or mixed-use residential areas, including property values and amenities, and provide areas for growth of various housing types and their accessory uses in urban and suburban settings. (Zoning Districts Permitted: R-3, R-3A, R-4, R-5, R-5A, PD)

Page 42, Future Land Use Designations and Objectives Section of the Florence County Comprehensive Plan Land Use Element:

 **Suburban Development (SD)** – 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-3A, R-4, B-1, B-2, RU-1, PD)

Page 77, Appendix F: Zoning Districts Interpretations Section of the Florence County Comprehensive Plan Land Use Element:

R-3, Single-Family Residential District. The intent of this district is the same as R-1 aside from differences in lot sizes and densities. The minimum lot area for residential use is 6,000 sq. ft. and 12,000 sq. ft. for non-residential use.

R-3A, Single-Family Residential District. The intent of this district is the same as R-3 excluding manufactured homes.

R-5, Multi-Family Residential District. The intent of this district is to accommodate higher density residential development and a variety of housing types on small lots or project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands

and preferences of a changing housing market, and doing so in an orderly, compatible manner. The minimum lot area for residential use is 6,000 sq. ft. and 12,000 sq. ft. for non-residential use.

R-5A, Multi-Family Residential District. The intent of this district is the same as R-3 excluding manufactured homes.

Florence County Planning Commission Action: August 28, 2012:

The six 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 County Council based on the requirement that the Land Use Designations of the Land Use Element of the Comprehensive Plan must include all Florence County zoning districts.

RESOLUTION FOR PC#2012-13
FLORENCE COUNTY PLANNING COMMISSION

[A Resolution Recommending Text Amendments To The Florence County Comprehensive Plan Land Use Element To Include Zoning Districts R-3A (Single-Family Residential District) and R-5A (Multi-Family Residential District) In Sections: Single And Multi-Family Residential, Commercial, Sales And Service, Future Land Use Designations And Objectives And Zoning Districts Interpretations]

WHEREAS:

1. Districts R-3A and R-5A were adopted by Ordinance to be included in the Florence County Code, Chapter 30 Zoning Ordinance, Section 30-28 Table I on November 19, 2009; and
2. Districts R-3A and R-5A have the same permitted and conditionally allowed uses as R-3 and R-5 respectively, excluding manufactured housing; and
3. The Land Use Designations of the Land Use Element of the Florence County Comprehensive Plan must include all Florence County zoning districts.

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

A Resolution is hereby adopted to recommend that the Florence County Council vote to amend the text of the Florence County Comprehensive Plan Land Use Element to include Zoning Districts R-3A (Single Family Residential District) and R-5A (Multi-Family Residential District) in Sections: Single and Multi-Family Residential, Commercial, Sales and Service, Future Land Use Designations and Objectives and Zoning Districts Interpretations as presented.

ATTEST:

Angela C. Thomas
Angela C. Thomas, Secretary III

SIGNED:

David D. Fields
Chairman

COMMISSION VOTE: 6-0

OPPOSED: None

ABSENT: C. Cunha

B. Lockhart


D. Lockhart

V. Talbert

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 15, 2012

AGENDA ITEM: Ordinance No. 10-2012/13
Third Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Section 30-1, Establishment Of Districts And Section 30-2, Purpose Of Districts To Include Zoning Districts R-3A (Single-Family Residential District) And R-5A (Multi-Family Residential District); And Other Matters Related Thereto.] (*Planning Commission approved 6-0: All Council Districts*)

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts.
2. Districts R-3A and R-5A were adopted by Ordinance to be included in the Florence County Code, Chapter 30, Zoning Ordinance, Section 30-28 Table I on November 19, 2009.
3. Districts R-3A and R-5A have the same permitted and conditionally allowed uses as R-3 and R-5 respectively excluding manufactured housing.
4. The Planning Commission and Planning Department staff developed the amendments to clarify the purpose of R-3A and R-5A zoning designations within the Ordinance.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 10-2012/13
2. Staff report for PC#2012-14

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: August 28, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: August 28, 2012	Ordinance was advertised for
Planning Commission Action	: August 28, 2012 [Approved: 6-0]	Public Hearing on _____.
First Reading/Introduction	: September 13, 2012	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	: October 18, 2012	
Third Reading	: November 15, 2012	
Effective Date	: Immediately	

ORDINANCE NO. 10-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend The Florence County Code, Chapter 30, Zoning Ordinance, Section 30-1, Establishment Of Districts And Section 30-2, Purpose Of Districts To Include Zoning Districts R-3A (Single-Family Residential District) And R-5A (Multi-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 of the County generally; and
2. Districts R-3A and R-5A were adopted by Ordinance to be included in the Florence County Code, Chapter 30, Zoning Ordinance, Section 30-28, Table I on November 19, 2009; and
3. The amendment procedure established in the Florence County Comprehensive Plan has been followed by the Florence County Planning Commission at a public hearing on August 28, 2012.

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

1. Zoning Districts R-3A and R-5A have the same permitted and conditionally allowed uses as R-3 and R-5 respectively excluding manufactured housing.
2. Florence County Code, Chapter 30, Zoning Ordinance, Section 30-1, Establishment of Districts and Section 30-2, Purpose of Districts are hereby amended to read as follows:

Sec. 30-1. - Establishment of districts.

For purposes of this chapter, the following zoning districts are hereby established:

Residential Districts	Business Districts	Rural Districts	Special Purpose Districts
R-1, single-family, large lots	B-1, limited	RU-1, community	PD, planned development
R-2, single-family, medium lots	B-2, convenience	RU-2, resource	FH, flood hazard
R-3 and R-3A, single-family, small lots	B-3 general		AC, airport compatibility
R-4, multi-family, limited	B-4, central		
R-5 and R-5A, multi-family	B-5, office-light industrial		
	B-6, industrial		

Sec. 30-2. - Purpose of districts.

Collectively, these districts are intended to advance the purposes of this chapter, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

Residential districts:

R-1, R-2, R-3 and R-3A single-family residential districts: Aside from differences in lot sizes and densities, these districts are intended to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

R-4 multi-family residential district, limited: This district is intended to promote and accommodate residential development consisting principally of single-family and two-family dwellings, and related support uses.

R-5 and R-5A multi-family residential district: This district is intended to accommodate higher density residential development and a variety of housing types on small lots or in project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands and preferences of a changing housing market, and doing so in an orderly, compatible manner.

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:

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, August 28, 2012
PC#2012-14
ORDINANCE NO.10-2012/13**

SUBJECT: Request for text amendments to the Florence County Code, Chapter 30, Zoning Ordinance, Section 30-1, Establishment of Districts and Section 30-2, Purpose of Districts to include zoning districts R-3A, Single-Family Residential District and R-5A, Multi-Family Residential District.

APPLICANT: Florence County Planning & Building Department

STAFF ANALYSIS:

Districts R-3A and R-5A were adopted by Ordinance to be included in the Florence County Code, Chapter 30 Zoning Ordinance, Section 30-28 Table I on November 19, 2009.

Other areas of the Florence County Code must be amended to include Districts R-3A and R-5A.

The Florence County Code, Chapter 30, Zoning Ordinance, Section 30-1, Establishment of Districts and Section 30-2, Purpose of District shall be amended to include Districts R-3A and R-5A. The text amendments shall read as follows:

Sec. 30-1. - Establishment of districts.

For purposes of this chapter, the following zoning districts are hereby established:

Residential Districts	Business Districts	Rural Districts	Special Purpose Districts
R-1, single-family, large lots	B-1, limited	RU-1, community	PD, planned development
R-2, single-family, medium lots	B-2, convenience	RU-2, resource	FH, flood hazard
R-3 and R-3A, single-family, small lots	B-3 general		AC, airport compatibility
R-4, multi-family, limited	B-4, central		
R-5 and R-5A, multi-family	B-5, office-light industrial		
	B-6, industrial		

Sec. 30-2. - Purpose of districts.

Collectively, these districts are intended to advance the purposes of this chapter, as stated in the preamble. Individually, each district is designed and intended to accomplish the following more specific objectives.

Residential districts:

R-1, R-2, and R-3 and R-3A single-family residential districts: Aside from differences in lot sizes and densities, these districts are intended to foster,

sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

R-4 multi-family residential district, limited: This district is intended to promote and accommodate residential development consisting principally of single-family and two-family dwellings, and related support uses.

R-5 and R-5A multi-family residential district: This district is intended to accommodate higher density residential development and a variety of housing types on small lots or in project settings in areas accessible by major streets and in proximity to commercial uses, employment opportunities, and community facilities. It is further intended to permit development flexibility in meeting the demands and preferences of a changing housing market, and doing so in an orderly, compatible manner.

Florence County Planning Commission Action: August 28, 2012:

The six 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 in order to keep County Ordinances current and accurate.

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 15, 2012

AGENDA ITEM: Ordinance No. 11-2012/13
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 Town Of Scranton On Church Street, More Specifically Shown On Tax Map Numbers 01941-01-003, 01941-01-004, 01941-01-005, 01941-01-007, And On Railroad Avenue More Specifically Shown On Tax Map Number 00194-31-125 From Residential Growth And Preservation To Rural Preservation; And Other Matters Related Thereto.] (*Planning Commission denied 6-1: Council District 1*)

POINTS TO CONSIDER:

1. The subject properties' designation, as established by the Land Use Map of the Florence County Comprehensive Plan, is Residential Preservation.
2. The applicant is proposing to change the designation to Rural Preservation to implement the community vision.
3. The Planning Commission recommends denial of the request to Florence County Council based on the negative impact of the request on the surrounding community and the potential for the incompatibility of any future development or redevelopment of any of the subject properties.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 11-2012/13
2. Staff report for PC#2012-15
3. Aerial photograph
4. Comprehensive Land Use Plan Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: September 25, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: September 25, 2012	Ordinance was advertised for
Planning Commission Action	: September 25, 2012 [Denied: 6-1]	Public Hearing on _____.
First Reading/Introduction	: October 18, 2012	
Committee Referral	: N/A	
County Council Public Hearing	: November 15, 2012	
Second Reading	: November 15, 2012	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 11-2012/13

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 Town Of Scranton On Church Street, More Specifically Shown On Tax Map Numbers 01941-01-003, 01941-01-004, 01941-01-005, 01941-01-007, And On Railroad Avenue More Specifically Shown On Tax Map Number 00194-31-125 From Residential Growth And Preservation To Rural Preservation; 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 September 25, 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 Town of Scranton Church Street, more specifically shown on Tax Map Numbers 01941-01-003, 01941-01-004, 01941-01-005, 01941-01-007, and on Railroad Avenue, more specifically shown on Tax Map Number 00194-31-125 from Residential Growth and Preservation to Rural Preservation. The five parcels consist of approximately 2.0 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:

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
September 25, 2012
PC#2012-15
ORDINANCE NO. 11-2012/13**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designation for properties in Florence County located in the Town of Scranton from Residential Growth and Preservation to Rural Preservation.

Locations: 2224, 2225, 2226, 2228, Church Street and 2322 Railroad Avenue

Tax Map Numbers 01941, Block 01, Parcel 003;
01941, Block 01, Parcel 004;
01941, Block 01, Parcel 005;
01941, Block 01, Parcel 007;
00194, Block 31, Parcel 125;

Council District(s): 1; County Council

Applicant: Caretha Green, et al

Land Area: 5 parcels, approximately 2.0 acres

Staff Analysis:

The properties are currently designated as Residential Growth and Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designation to Rural Preservation.

Staff's Justification/Reason for the proposed amendment is to implement the community vision.

Comprehensive Land Use Plan Map Designation:

The proposal is to change the designation to Rural Preservation. Rural Preservation provides areas for rural uses, including single-family homes and corresponding accessory uses, as well as agrarian uses, typically in an undeveloped and/or agricultural setting.

Florence County Planning Commission Action: September 25, 2012:

The Planning Commission recommends denial of the request to Florence County Council based on the negative impact of the request on the surrounding community and the potential for the incompatibility of any future development or redevelopment of any of the subject properties.

Florence County 2011 Orthophotography Map

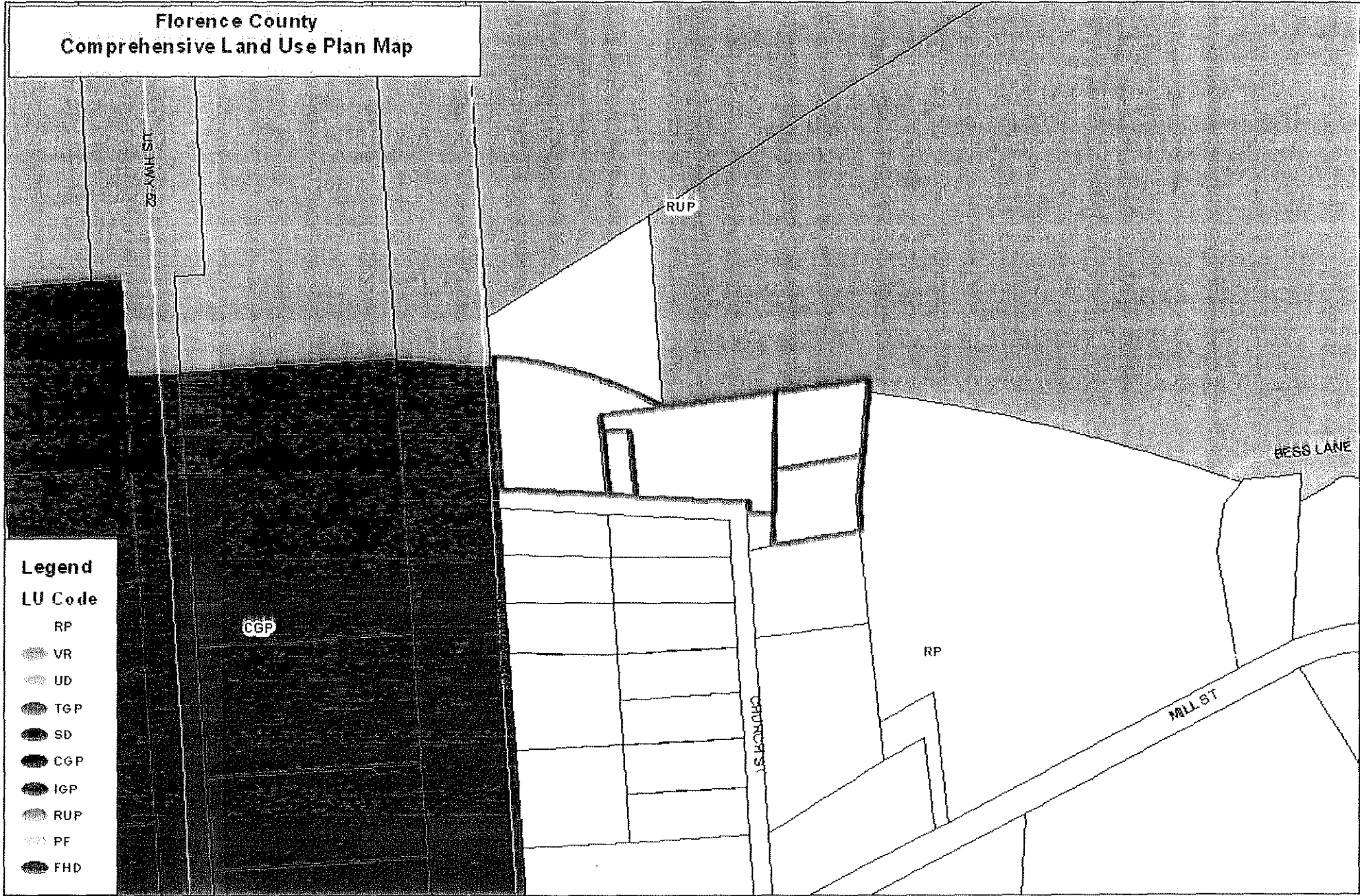


Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
08/24/2012



COUNTY COUNCIL DISTRICT(S): 1
PC#2012-15

**Florence County
Comprehensive Land Use Plan Map**



Legend

LU Code

- RP
- VR
- UD
- TGP
- SD
- CGP
- IGP
- RUP
- PF
- FHD

0 170 340

680 Feet


Map Prepared by PWE
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& Building Inspections Department
Geographic Information Systems
08/24/2012



**COUNTY COUNCIL DISTRICT(S): 1
PC#2012-15**

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 15, 2012

AGENDA ITEM: Ordinance No. 12-2012/13
Second Reading

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By Caretha Green, Et Al. Located At 2224, 2225, 2226, 2228 Church Street And 2322 Railroad Avenue, Scranton As Shown On Florence County Tax Map No. 01941, Block 01, Parcels 003, 004, 005, 007 And Florence County Tax Map No. 00194, Block 31, Parcel 125; Consisting Of 2.0 Acres From R-2, Single-Family Residential District To RU-1, Rural Community District; And Other Matters Related Thereto.](*Planning Commission denied 6 to 1; Council District 1*)

POINTS TO CONSIDER:

1. The subject properties are currently occupied by a mixture of single-family homes, vacant land and a religious institution.
2. The zoning amendment of the subject properties from R-2 to RU-1 will be in compliance with the Comprehensive Plan Land Use Map with approval of the land use designation change request.
3. The Planning Commission recommends denial of the request to Florence County Council based on the potential negative impact of the request on the surrounding community, the potential for the incompatibility of any future development or redevelopment of any of the subject properties and the Planning Commission's denial of the land use designation amendment.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 12-2012/13
2. Staff report for PC#2012-16
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: September 25, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: September 25, 2012	this Ordinance was
Planning Commission Action	: September 25, 2012 [Denied: 6 to 1]	advertised for Public
First Reading/Introduction	: October 18, 2012	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	: November 15, 2012	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 12-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By Caretha Green, Et Al. Located At 2224, 2225, 2226, 2228 Church Street And 2322 Railroad Avenue, Scranton As Shown On Florence County Tax Map No. 01941, Block 01, Parcels 003, 004, 005, 007 And Florence County Tax Map No. 00194, Block 31, Parcel 125; Consisting Of 2.0 Acres From R-2, Single-Family Residential District To RU-1, Rural Community 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 September 25, 2012.

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

1. Properties located at 2224, 2225, 2226, and 2228 Church Street and 2322 Railroad Avenue, Scranton bearing Tax Map 01941, Block 01, Parcels 003, 004, 005, and 007 and Tax Map 00194, Block 31, Parcel 125 are hereby rezoned to RU-1, Rural Community District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, September 25, 2012
PC#2012-16
ORDINANCE NO. 12-2012/13**

SUBJECT: Rezoning request from R-2, Single-Family Residential District to RU-1, Rural Community District.

LOCATION: 2224, 2225, 2226, 2228 Church Street and 2322 Railroad Avenue, Town of Scranton

TAX MAP NUMBER: 01941, Block 01, Parcels 003-005, 007
00194, Block 31, Parcel 125

COUNCIL DISTRICT(S): 1; County Council

OWNER OF RECORD: Caretha Green, et al.

APPLICANT: Caretha Green, et al.

LAND AREA: Approximately 2.0 acres/5 parcels

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:** N/A

FLOOD ZONE: N/A

STAFF ANALYSIS:

1. Existing Land Use and Zoning:
The subject properties are currently occupied by a mixture of single-family homes, vacant land and a religious institution. The subject properties are currently zoned R-2, Single-Family Residential District and located in the Town of Scranton.
2. Proposed Land Use and Zoning:
The applicant wishes to develop one of the properties, Parcel 004 located at 2226 Church Street with a standard designed manufactured home. There have been no proposals for redevelopment or future development of any of the remaining subject properties at this time. The applicant proposes to rezone the properties to RU-1, Rural Community District.

3. Surrounding Land Use and Zoning:

North: Vacant land/Unzoned/Florence County
South: Single-family residential/R-2/Town of Scranton
West: Commercial/B-3/Town of Scranton
East: Vacant land/R-2/Town of Scranton

4. Transportation Access and Circulation:

Present accesses to the subject properties are by way of Church Street and Railroad Avenue.

5. Traffic Review:

The rezoning of these properties would not have an effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

The subject properties are currently located in a Residential Preservation area according to the Comprehensive Plan Land Use Map. The applicants are proposing to rezone these properties to RU-1. The request for the zoning amendment to RU-1 does not presently comply with the Comprehensive Plan Land Use Map. However, staff is moving forward with the request to amend the land use designation to Rural Preservation. When the amendment is approved for the land use designation change, the zoning amendment of the subject properties from R-2 to RU-1 will be in compliance with the Comprehensive Plan Land Use Map.

7. Chapter 30-Zoning Ordinance:

RU-1, Rural Community District: The intent is to sustain and support rural community centers as an integral part of the rural environment, serving the commercial, service, social, and agricultural needs of nearby rural residents.

STAFF 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.

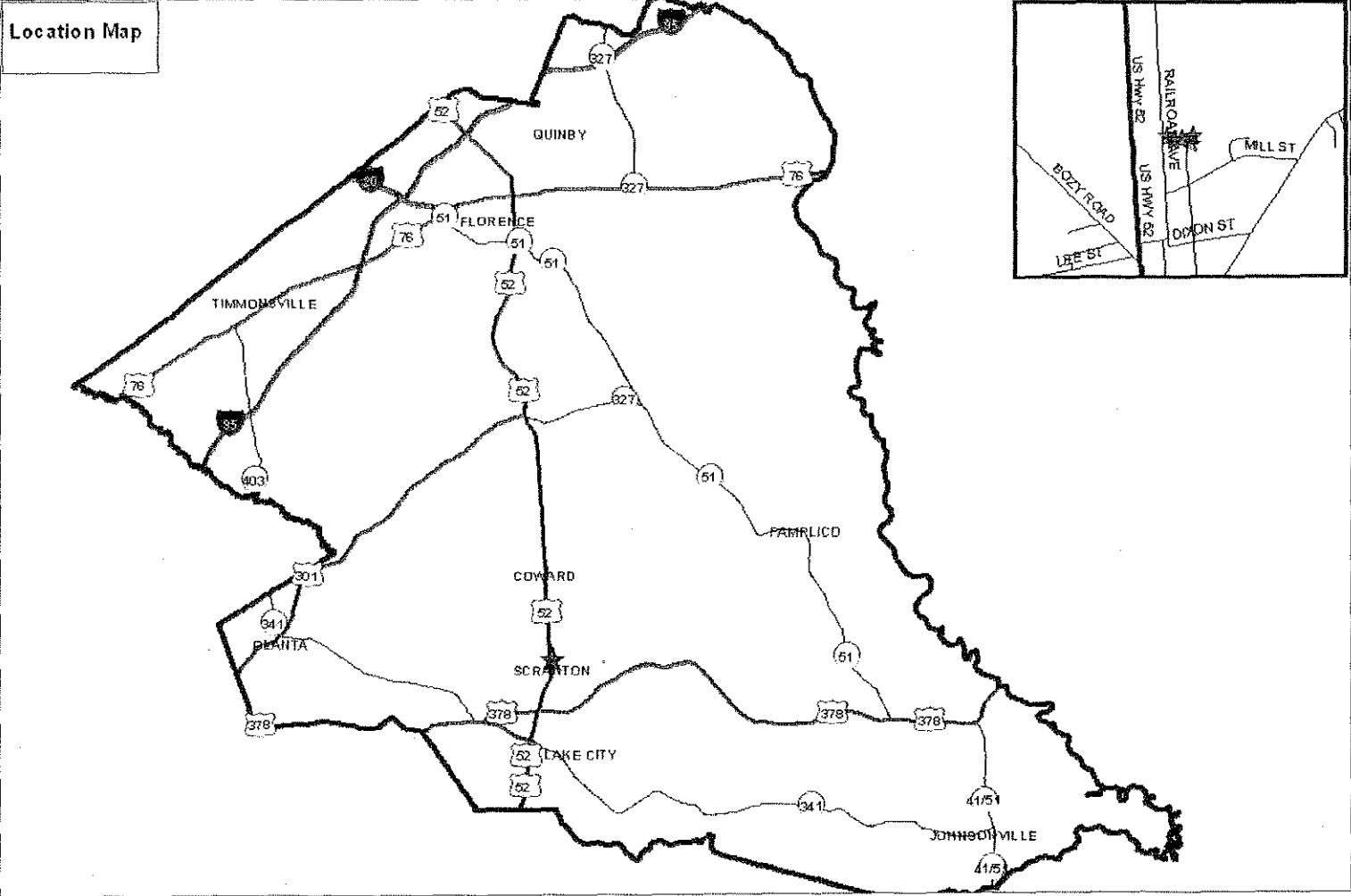
FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, SEPTEMBER 25, 2012:

The seven Planning Commission members present denied the request with a vote of 6 to 1 based on the potential negative impact of the request on the surrounding community, the potential incompatibility of the proposed uses of the properties and the Planning Commission's denial of the land use designation amendment.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends denial of the request to Florence County Council based on the potential negative impact of the request on the surrounding community, the potential for the incompatibility of any future development or redevelopment of any of the subject properties and the Planning Commission's denial of the land use designation amendment.

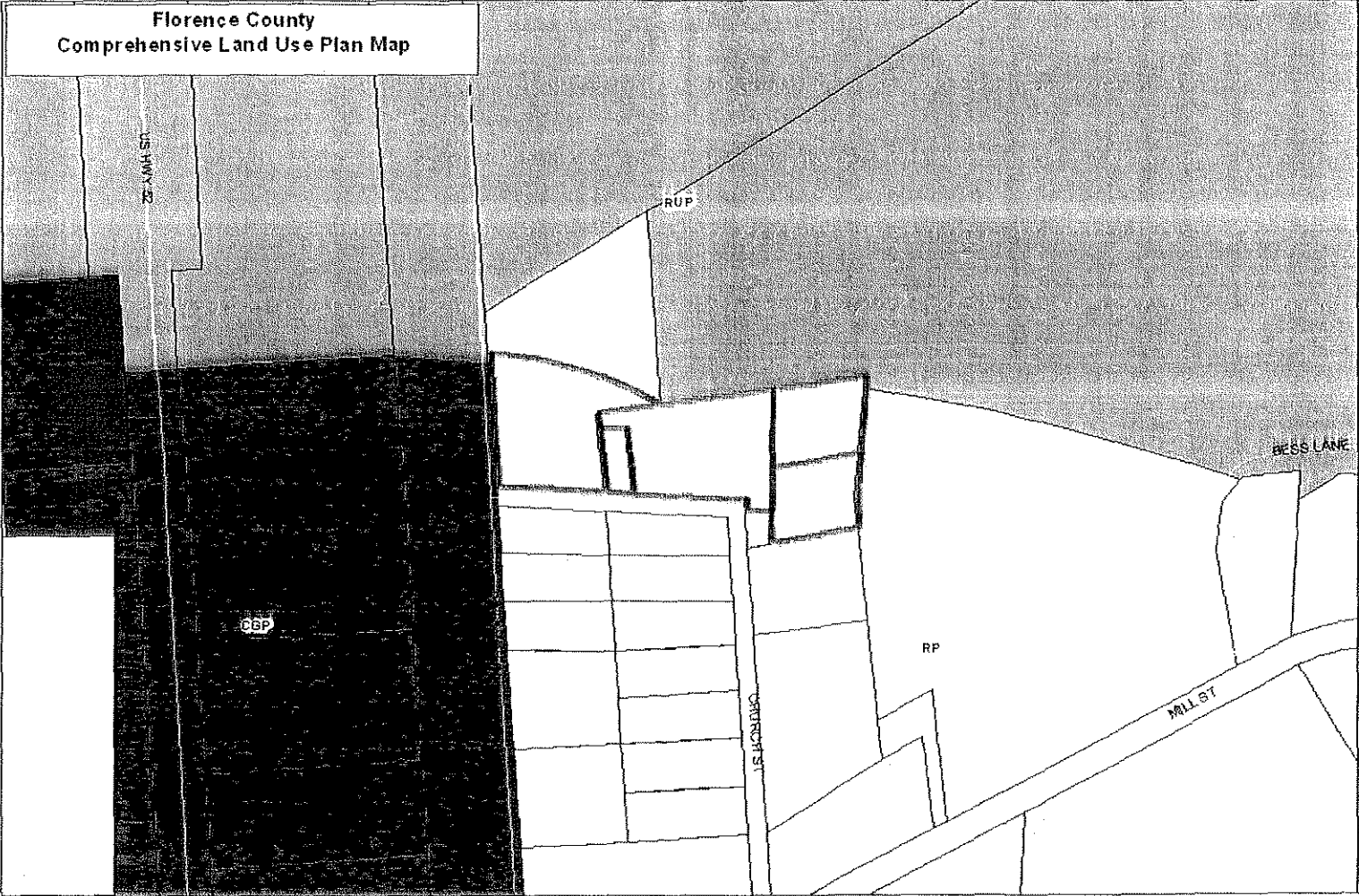
Location Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
09/08/2012



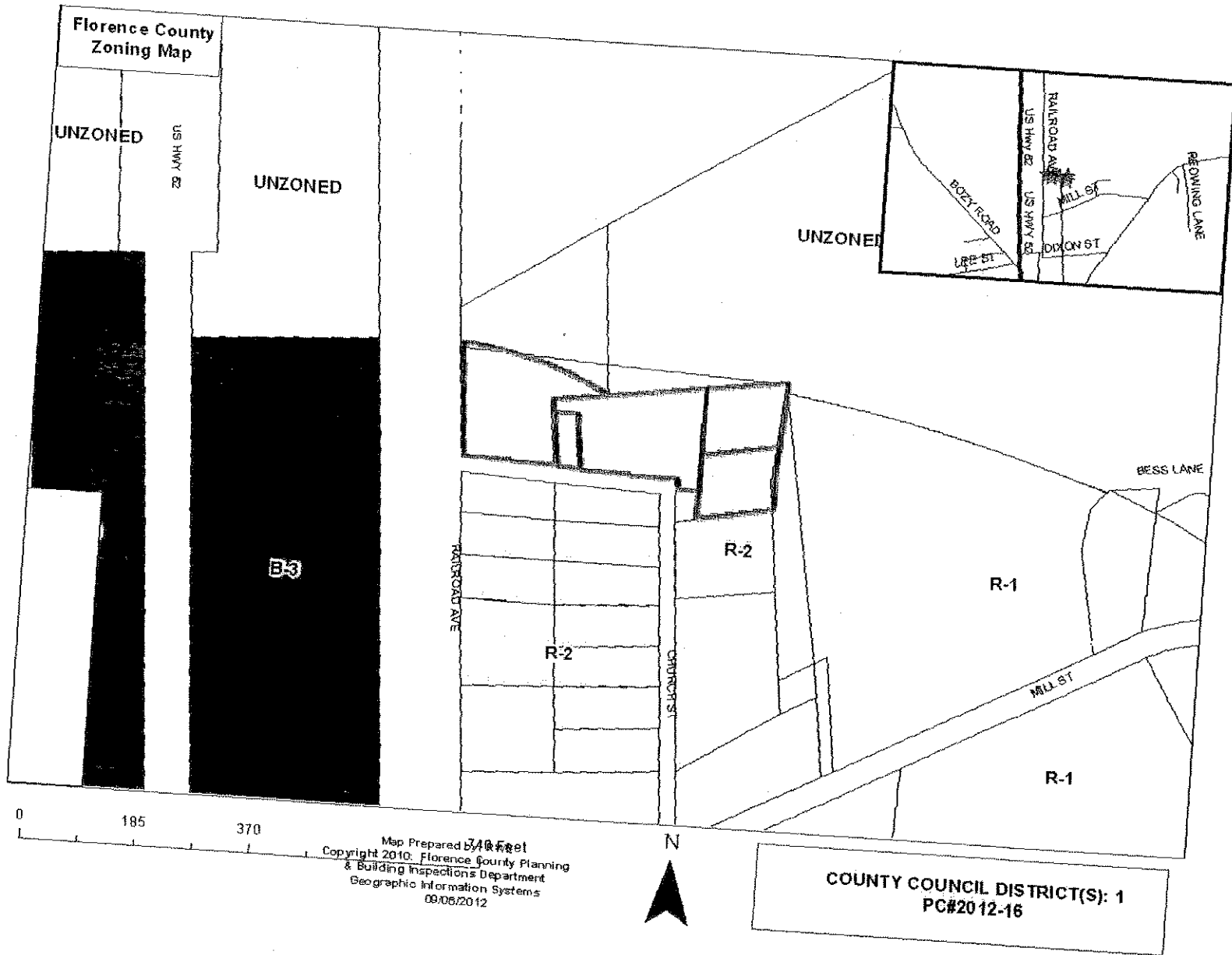
COUNTY COUNCIL DISTRICT(S): 1
PC#2012-16



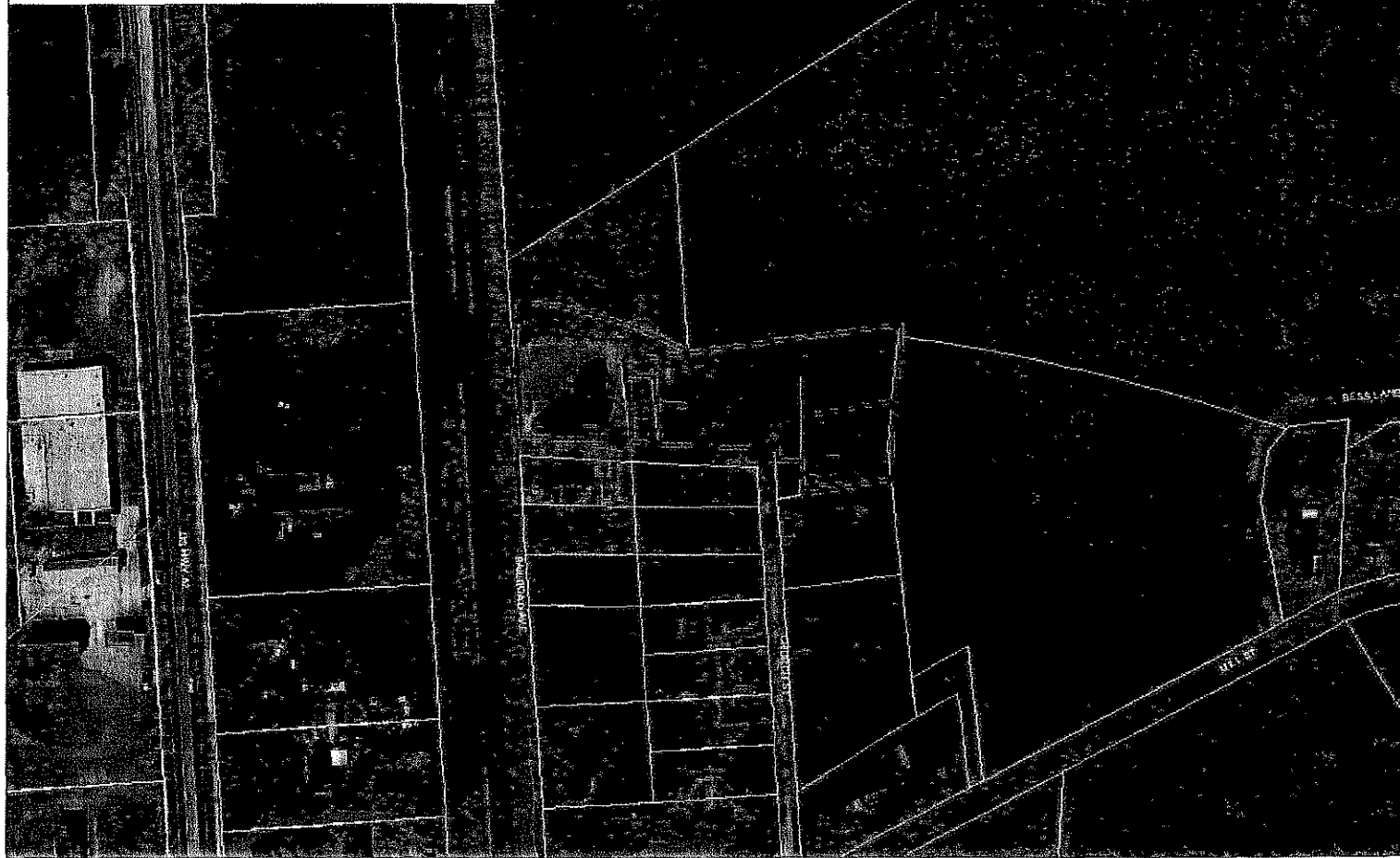
**Florence County
Comprehensive Land Use Plan Map**

Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 09/06/2012

**COUNTY COUNCIL DISTRICT(S): 1
 PC#2012-16**



Florence County 2011 Orthophotography Map



Map Prepared by: RWE
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& Building Inspections Department
Geographic Information Systems
09/08/2012



COUNTY COUNCIL DISTRICT(S): 1
PC#2012-16

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

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

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing (1) The Re-Documentation Of That Certain Lease Purchase Agreement Dated December 1, 1998, Between Florence County, South Carolina (The "County") And Honda Of South Carolina Mfg., Inc. (The "Company") Pertaining To Company's Existing Manufacturing Facilities Located Within The County; (2) Extension Of The Period For Payment Of Fees In Lieu Of Ad Valorem Taxes With Respect To Assets Under Said Lease Purchase Agreement; And (3) Other Matters Relating Thereto.)

OPTIONS:

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

ATTACHMENT:

Ordinance No. 13-2012/13.

Sponsor(s) : Economic Development
 First Reading : October 18, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : November 15, 2012
 Second Reading : November 15, 2012
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 13-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing (1) The Re-Documentation Of That Certain Lease Purchase Agreement Dated December 1, 1998, Between Florence County, South Carolina (The "County") And Honda Of South Carolina Mfg., Inc. (The "Company") Pertaining To The Company's Existing Manufacturing Facilities Located Within The County; (2) Extension Of The Period For Payment Of Fees In Lieu Of *Ad Valorem* Taxes With Respect To Assets Under Said Lease Purchase Agreement; And (3) Other Matters Relating Thereto.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended, through the date hereof (the "Code"), particularly Title 12, Chapter 44 (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" and together with the Negotiated FILOT Act, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and
2. Honda of South Carolina Mfg., Inc., a corporation organized and existing under the laws of the State of South Carolina (the "Company") previously established certain facilities for the manufacture of all-terrain vehicles and other products in the County (the "Original Project"); and
3. By Ordinance No. 7-98/99 duly enacted by the Council on December 10, 1998, and in accordance with Title 4, Chapter 29 of the Code (the "Original FILOT Act") and the Multi-County Park Act, the County agreed to provide certain FILOT and multi-county park incentives to the Company in connection with the Original Project pursuant to that certain

Lease Purchase Agreement between the County and the Company dated as of December 1, 1998 (the "Original Lease"); and

4. In order to defray the costs of acquiring the Original Project, the County issued its \$50,000,000 maximum principal amount Industrial Revenue Bonds, Series 1998 (Honda of South Carolina Mfg., Inc. Project) (the "Bonds") to the Company pursuant to the Original FILOT Act and the Lease, acquired title to the Original Project and leased the Original Project to the Company pursuant to the Lease; and
5. Pursuant to a First Amendment to Lease Purchase Agreement dated as of April 1, 2000, approved by Ordinance No. 30-99/2000 duly enacted by the Council on April 6, 2000, the County and the Company amended the Original Lease to include an expansion of the Original Project and to provide for the issuance of up to \$400,000,000 in Bonds to provide for the costs of expanding the Original Project; and
6. Pursuant to a Second Amendment to Lease Purchase Agreement dated as of March 11, 2002, approved by Resolution No. 13-2001/02 duly adopted by the Council on April 4, 2002 (such amendment, together with the Original Lease and all other amendments herein referred to as the "Lease"), the County and the Company amended the Original Lease to include the further expansion of the Original Project onto additional land (the Original Project, together with all expansions to date, herein referred to as the "Project"); and
7. Pursuant to Section 12-44-170(B) of the Negotiated FILOT Act, the County and the Company have determined to re-document the FILOT and other incentive arrangements specified in the Lease and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Project; the Company will cancel all outstanding Bonds; and the parties will replace the Lease and related documents in their entirety with a Fee in Lieu of Tax and Incentive Agreement (the "Incentive Agreement"); and
8. Pursuant to Section 12-44-30(21) of the Negotiated FILOT Act, the County and the Company have determined to extend the payment period for the FILOT payments by ten years for each annual increment of investment in the Project; and
9. Pursuant to Section 12-44-50(A)(1)(c)(i) of the Negotiated FILOT Act, the County and the Company have determined that the fair market value of the real property subject to the FILOT arrangements provided for in the Incentive Agreement shall be determined by appraisal in the same manner as real property not subject to negotiated FILOT arrangements; and
10. Simultaneously with the replacement of the Lease and related documents by the Incentive Agreement, the County shall convey to the Company all assets comprising the Project currently titled in the County in accordance with the terms of the Lease; and
11. All such matters are to be undertaken in accordance with the terms and provisions of the Incentive Agreement now before this meeting.

NOW, THEREFORE, BE IT ORDAINED by the Council as follows:

Section 1. The County agrees to re-document the FILOT and other incentives set forth in the Lease and shall replace the Lease and related documents in their entirety with the Incentive Agreement and the Negotiated FILOT Act shall govern the negotiated FILOT arrangements pertaining thereto. In furtherance of such replacement, the parties agree that the Lease will be terminated; the County will convey to the Company its right, title, and interest in and to the assets comprising the Project; and the Company shall cancel those certain industrial development revenue bonds issued by the County to the Company to finance the Project in accordance with the Lease (the "Bonds") currently outstanding pursuant to the Lease. In addition, the period for payment of the negotiated FILOT with respect to the Project shall be extended for ten (10) years.

Section 2. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to Council be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement were set out in this Ordinance in its entirety. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 3. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Chairman of the Council, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement, and to carry out the transactions contemplated thereby and by this Ordinance.

Section 4. 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 5. All ordinances, orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force upon adoption by the Council.

[EXECUTION PAGE TO FOLLOW]

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

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

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

pertaining to the amendment and re-documentation of incentive arrangements set forth in that certain Lease Purchase Agreement dated as of December 1, 1998 between Florence County, South Carolina and Honda of South Carolina Mfg., Inc.

between

FLORENCE COUNTY, SOUTH CAROLINA

and

HONDA OF SOUTH CAROLINA MFG., INC.

Dated as of December 15, 2012

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DRAFT

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement" dated as of December 15, 2012, between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and HONDA OF SOUTH CAROLINA MFG., INC., a corporation organized and existing under the laws of the State of South Carolina, acting for itself, any affiliates or other project sponsors (the "Company");

WITNESSETH:

WHEREAS, the County, acting by and through its Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Company previously established certain facilities for the manufacture of all terrain vehicles and other products in the County (the "Original Project"); and

WHEREAS, by Ordinance No. 7-98/99 duly enacted by the Council on December 10, 1998, and in accordance with Title 4, Chapter 29 of the Code (the "Original FILOT Act") and the Multi-County Park Act, the County agreed to provide certain FILOT and multi-county park incentives to the Company in connection with the Original Project pursuant to that certain Lease Purchase Agreement between the County and the Company dated as of December 1, 1998 (the "Original Lease"); and

WHEREAS, in order to defray the costs of acquiring the Original Project, the County issued its \$50,000,000 maximum principal amount Industrial Revenue Bonds, Series 1998 (Honda of South Carolina Mfg., Inc. Project) (the "Bonds") to the Company pursuant to the Original FILOT Act and the Lease, acquired title to the Original Project and leased the Original Project to the Company pursuant to the Lease; and

WHEREAS, pursuant to a First Amendment to Lease Purchase Agreement dated as of April 1, 2000, approved by Ordinance No. 30-99/2000 duly enacted by the Council on April 6,

2000, the County and the Company amended the Original Lease to include an expansion of the Original Project and to provide for the issuance of up to \$400,000,000 in Bonds to provide for the costs of expanding the Original Project; and

WHEREAS, pursuant to a Second Amendment to Lease Purchase Agreement dated as of March 11, 2002, approved by Resolution No. 13-2001/02 duly adopted by the Council on April 4, 2002 (such amendment, together with the Original Lease and all other amendments herein referred to as the "Lease"), the County and the Company amended the Original Lease to include the further expansion of the Original Project onto additional land (the Original Project, together with all expansions to date, herein referred to as the "Project"); and

WHEREAS, pursuant to Section 12-44-170(B) of the Negotiated FILOT Act, the County and the Company have determined to re-document the FILOT and other incentive arrangements specified in the Lease and, in connection therewith, the County will convey to the Company its right, title and interest in and to the Project; the Company will cancel all outstanding Bonds; and the parties will replace the Lease and related documents in their entirety with this Agreement; and

WHEREAS, pursuant to Section 12-44-30(21) of the Negotiated FILOT Act, the County and the Company have determined to extend the payment period for the FILOT payments by ten years for each annual increment of investment in the Project; and

WHEREAS, pursuant to Section 12-44-50(A)(1)(c)(i) of the Negotiated FILOT Act, the County and the Company have determined that the fair market value of the real property subject to the FILOT arrangements provided for in this Agreement shall be determined by appraisal in the same manner as real property not subject to negotiated FILOT arrangements; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the ongoing employment and investment by the Company at the Project, which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Act" shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable attorneys' fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Co-Investor under **Section 9.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company, an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or any other Co-Investor, as the case may be, or which is owned in whole or in part by the Company or any other Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any other Co-Investor, as the case may be.

"Agreement" shall mean this Fee In Lieu of Tax Agreement as originally executed to replace and to amend and re-document the incentive arrangements set forth in the Lease, and as from time to time supplemented or amended as permitted herein.

"Assignment" shall mean that certain Assignment Agreement by and between the County and the Company in connection with the Project, dated as of December 1, 1998, as amended and restated as of April 1, 2000.

"Bonds" shall mean the \$50,000,000 maximum principal amount Florence County, South Carolina Industrial Revenue Bond (Honda of South Carolina Mfg., Inc. Project, Series 1998, and the \$400,000,000 maximum principal amount Florence County, South Carolina Industrial Revenue Bond (Honda of South Carolina Mfg., Inc. Project), Series 2000, in each case issued by the County to the Company in accordance with the provisions of the Lease and the Original FILOT Act.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of any such Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any

financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 7.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Company*” shall mean Honda of South Carolina Mfg., Inc., a South Carolina corporation, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 5.04** or **7.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*County*” shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Differential Payment*” shall have the meaning specified in **Section 6.01(c)(iv)** hereof.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 9.01** hereof.

“*Existing Property*” shall mean property previously subject to property taxes in South Carolina, which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Negotiated FILOT Act.

"*FILOT*" shall mean fee in lieu of *ad valorem* property taxes.

"*FILOT Payments*" shall mean the FILOT payments to be made by the Company or any other Co-Investor with respect to the Project whether made as Negotiated FILOT Payments pursuant to the Negotiated FILOT Act or as FILOT payments pursuant to the Multi-County Park Act.

"*Investment Period*" shall mean the extended period specified in Section 4-29-67(C)(2) of the Original FILOT Act; i.e., the period commencing on March 6, 1997, and ending December 31, 2005.

"*Land*" shall mean the land upon which the Project has been or will be located, acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

"*Lease*" shall mean that certain Lease Purchase Agreement by and between the County and the Company in connection with the Project, dated as of December 1, 1998, as amended by that certain First Amendment to Lease Purchase Agreement dated as of April 1, 2000 and by that certain Second Amendment to Lease Purchase Agreement dated as of March 11, 2002.

"*Leased Property*" shall have the meaning ascribed to it in the Lease.

"*Minimum Statutory Investment Requirement*" shall mean investment in the Project of not less than \$2,500,000, as required by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with Section 12-44-130 of the Negotiated FILOT Act and **Section 7.02** hereof in determining whether the Company or any other Sponsor or Sponsor Affiliate qualifies for Negotiated FILOT benefits hereunder.

"*Multi-County Park*" shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

"*Multi-County Park Act*" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

"*Multi-County Park Agreement*" shall mean that certain Agreement Creating Regional Industrial Park between the County and Williamsburg County, South Carolina dated as of December 1, 1998, as amended, supplemented, or modified through the date hereof and as such agreement may be further amended, supplemented, or replaced from time to time, in each case to include the Project.

"*Negotiated FILOT*" or "*Negotiated FILOT Payments*" shall mean the FILOT payments due pursuant to **Section 6.01** hereof with respect to that portion of the Project consisting of

Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate described in **Section 6.01(c)(ii)** hereof.

"Negotiated FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"Negotiated FILOT Property" shall mean all property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

"Non-Qualifying Property" shall mean that portion of the facilities located on the Land which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act, including, without limitation, property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 5.01(d)(iii)** hereof.

"Original FILOT Act" shall mean Section 4-29-67 of the Code, as amended through the last date of execution and delivery of the Lease.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Project" shall mean the Land and, to the extent placed in service by the Company or any Co-Investor during the Investment Period: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; and (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any Co-Investors for use on or about the Land, together with any Replacement Property.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be, *e.g.*, with respect to the Company, the period ending on March 31 of each year; provided, however, that the Property Tax Year for the Company shall control for purposes of determining the Compliance Period and Investment Period.

"Released Property" shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the

Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 5.01(d)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act; which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; or which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“Replacement Property” shall mean all property installed in or on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Negotiated FILOT Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 6.01(e)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

“Sponsor” and *“Sponsor Affiliate”* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 7.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor and there are no Sponsor Affiliates.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in **Section 8.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act, as amended through the date hereof.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, the inclusion and maintenance of the Project in the Multi-County Park, and any and all

actions reasonably necessary and appropriate to consummate the transactions contemplated hereby. The County has obtained all consents and approvals required to consummate the transactions contemplated by this Agreement or the Multi-County Park Agreement including, without limitation, the approval by Williamsburg County.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is March 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate the Project primarily for manufacturing and/or related activities.

(c) The agreements with the County with respect to the Negotiated FILOT and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

(e) The Company is the sole owner of the Bonds.

ARTICLE III RE-DOCUMENTATION

Section 3.01. Replacement of Lease and Related Documents. The Company and the County hereby agree and acknowledge that, from and after the execution and delivery of this Agreement: (i) this Agreement shall replace the Lease, the Bonds, the Assignment in their entirety and as to all matters pertaining to the incentives applicable to the Project; and (ii) the Negotiated FILOT Act shall govern the Negotiated FILOT arrangements pertaining to the Project. In furtherance of such replacement, the parties agree that the Lease and Assignment are hereby terminated and that the Bonds are hereby canceled and the parties' obligations under each such instrument or agreement are deemed fully discharged.

Section 3.02. Conveyance of Project by the County to the Company of Leased Property. Simultaneously with the execution and delivery of this Agreement, the County has, by Deed and Bill of Sale, re-conveyed to the Company all assets comprising the Project and other Leased Property which are currently titled in the County pursuant to the terms of the Lease. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably required by the Company to evidence or confirm such conveyance.

ARTICLE IV COVENANTS OF COUNTY

Section 4.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 6.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 4.02. Multi-County Park Designation. The County will take all appropriate actions to insure that the Project will be included within the boundaries of the Multi-County Park, and that the Project will remain within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State

Constitution on terms which provide, for all jobs created at the Project during the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 4.03. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and any other Sponsor or Sponsor Affiliate the benefits specified in this Article IV in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or the Multi-County Park Agreement or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, without limitation, the Negotiated FILOT, and agrees, if requested, to enter into a lease purchase agreement with the Company and any other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and any other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction determines that all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides the Company and any other Sponsor or Sponsor Affiliate must transfer the Negotiated FILOT Property to the County pursuant to lease-purchase arrangements within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company or such other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company or such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project for Ten Dollars (\$10.00).

ARTICLE V
COVENANTS OF COMPANY

Section 5.01. Investment in Project.

(a) The County hereby agrees and acknowledges that the Company has met all investment and job creation requirements with respect to the Project heretofore required by the Lease and/or the Act or the Original FILOT Act and that the Company is currently in compliance with all requirements set forth in Lease, the Bonds and the Assignment.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined without regard to depreciation or other diminution in value following placement in service at the Project by reference to the property returns of the Company and all Co-Investors filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(c) The Company and/or its designated Co-Investors shall retain title, or other property rights, to its respective portion of the Project throughout the Term of this Agreement, and the County hereby consents to any action by the Company or any Co-Investor to mortgage, lease, or encumber all or any portion of the Project, including, without limitation, in connection with any financing transactions.

(d) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company, or such Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of paragraphs (c)(iv), (e)(ii) and (g)(ii) of **Section 6.01** hereof, in any instance when the Company or any other Co-Investor in its discretion determines any of its items included in the Project, including, without limitation, any Negotiated FILOT Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company, or such Co-Investor, may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) Subject to the provisions of paragraphs (c)(iv) and (d)(iv) of **Section 6.01** hereof, the Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any Negotiated FILOT Property, real or personal, from the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, the Company, or such Co-Investor, shall comply with the provisions of **Section 6.01(c)(iv)** hereof and shall deliver to the County a new **Exhibit A** to this Agreement or schedules or supplements to **Exhibit A**; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 5.02. Payment of Administration Expenses. The Company will reimburse, or cause reimbursement to, the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement or the Project, and, aside from attorneys' fees described below, the County anticipates no out of pocket expenses in connection with the initial approval of this Agreement and the transactions authorized hereby. The parties understand that legal counsel to the County has estimated its fees and other expenses for review of this Agreement and all resolutions, ordinances, and other documentation related thereto at \$0.00.

Section 5.03. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and any other Co-Investor shall use the Project as the Company deems fit for any lawful purposes.

Section 5.04. Maintenance of Existence. Except in the event the resulting, surviving, or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby preapproves and consents, unless the

County shall provide prior consent or subsequent ratification, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assumes, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event or Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 5.05. Records and Reports. The Company and any other Co-Investor will each maintain such books and records with respect to the Project as will permit the identification of those portions of the Project it places in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto, and computations of all Negotiated FILOT Payments made by such entity hereunder and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County official may request and obtain such financial books and records from the Company and any Sponsor or Sponsor Affiliate that support the FILOT returns of such Sponsor or Sponsor Affiliates as may be reasonably necessary to verify the calculations of the FILOT Payments by such Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County official" shall include the administrator, auditor, assessor or treasurer of the County.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

(c) The County agrees to provide the Company with written notice of any failure to comply with the reporting requirements set forth in this **Section 5.05**. If the Company fails to comply with such reporting requirements within thirty (30) days following receipt of such notice, the County may elect to suspend the incentives hereunder for the year in which such failure occurs and such suspension shall be the County's sole remedy for such failure to comply with the reporting requirements.

Notwithstanding the foregoing and anything herein to the contrary, the Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Co-Investor believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall comply with all

reasonable, written requests made by the Company and any other Co-Investor with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company or any other Co-Investor.

ARTICLE VI FEES IN LIEU OF TAXES

Section 6.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this **Section 6.01**, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. If the Company designates any Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County, if required, pursuant to **Section 7.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments hereunder with respect to such other entity's portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments with respect to such Negotiated FILOT Property.

(b) With respect to any portion of the Project consisting of undeveloped land or Non-Qualifying Property, FILOT Payments shall be due in accordance with the Multi-County Park Act in amounts equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land or Non-Qualifying Property taking into account all tax exemptions which would have applied had such property been subject to *ad valorem* taxes.

(c) Subject to adjustment pursuant to the provisions of this **Section 6.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) To encourage the Company to remain in the County, the County agrees to extend the period for payment of the Negotiated FILOT shall be automatically extended for an additional ten (10) years as provided in Section 12-44-30(21) of the Negotiated FILOT Act. Accordingly, for each annual increment of investment in Negotiated FILOT Property during the Investment Period, the

annual Negotiated FILOT Payments shall be payable for a period of thirty (30) years.

(ii) For the first twenty (20) years (including the period during which the Lease was in effect), the Negotiated FILOT shall be calculated as an approximately level fee (the "Flat Fee") in accordance with Section 12-44-50(A)(3) of the Negotiated FILOT Act, which Flat Fee, based upon a discount rate of 6.66%, yields the same net present value for the sum of the Negotiated FILOT equal to the standard, declining payment method authorized under Section 12-44-50(A)(1) and (2) of the Negotiated FILOT Act (the "Standard Fee"). Such calculations shall be based upon (1) an assessment ratio of 6%; (2) a millage rate equal to 215.2 mills with respect to all Negotiated FILOT Property located thereon, which rate shall remain fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of this Agreement; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act as set forth hereinbelow in this subparagraph (ii). For typical arm's length construction or acquisition, fair market value is determined with reference to the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence). The County and the Company hereby elect to determine the fair market value of any real property by reference to original income tax basis without regard to depreciation or reassessment while the Flat Fee is in effect and thereafter by appraisal not more often than once every five years as permitted by said Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act. **Schedule A** attached hereto sets forth projections of the annual Negotiated FILOT payments utilizing the Flat Fee calculation compared to the Standard Fee calculation (which calculations are exemplary in nature and not binding) based upon an assumed investment of approximately \$112,750,000.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT Payments, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property; provided, however, that, for any property which becomes Released Property during the first twenty (20) years, there shall be due to the County with respect to any such property an amount equal to the excess of the amount which would have been paid under the Standard Fee calculation, if any,

over the Negotiated FILOT payments theretofore actually paid under the Flat Fee calculation, together with interest thereon as provided in Section 12-54-25(D) of the Code ("Differential Payments") except to the extent that Replacement Property is substituted therefor.

(d) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 5.01(d)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate, as the case may be;

(iii) to increase such payments in the event the Company or any Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 5.01(d)(iii)**.

(e) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT

Payments for the remaining portion of the thirty (30) year period applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(f) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and any other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and any other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to its portion of the Negotiated FILOT Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(g)

(i) As noted in **Section 5.01(a)** hereof, the County acknowledges that the Company has met all statutory and contractual requirements regarding investment and job creation at the Project.

(ii) In the event that investment in the Project subsequently falls below the Minimum Statutory Investment Requirement, without regard to depreciation, the Project shall thereafter be subject to *ad valorem* taxes, calculated as set forth in

paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act.

(iii) In accordance with the provisions of **Sections 5.01(b) and 7.02** hereof, except for Existing Property, all property utilized by the Company or any other Co-Investor at the Project site and placed in service during the Investment Period, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(h) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under **this Section 6.01** as a Differential Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 6.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VII THIRD PARTY ARRANGEMENTS

Section 7.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and any Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or such Co-Investors or any of their respective Affiliates or operates such assets for the Company or such Co-Investors or any of their respective Affiliates or is leasing portion of the Project in question from the Company or such Co-Investors or any of their respective Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to any Negotiated FILOT Property so transferred: (i) except in connection with any transfer to any Co-Investors, an Affiliate of the

Company or such Co-Investors, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County, in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Negotiated FILOT Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or such Co-Investors hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 5.01(d)** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of the Company or such Co-Investors (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or such Co-Investors, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company or such Co-Investors and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this **Section 7.01**, and at the Company's or such Co-Investor's expense, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Co-Investors under this Agreement and/or any release of the Company pursuant to this **Section 7.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company or such Co-Investors with the Transfer Provisions.

Section 7.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 7.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by Resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project prior to the end of the Compliance Period the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 6.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project prior to the end of the Compliance Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Co-Investors, exceeds \$5,000,000 as

provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 6.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 7.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VIII TERM; TERMINATION

Section 8.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executed the Original Lease and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 8.02. Termination. In addition to the rights of the County under **Sections 6.01(g)** and **9.02**, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or a portion of, the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Differential Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 6.01** prior to the time of such termination shall survive any such termination.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested in good faith the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 6.01(g)** hereof.

Section 9.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies only as to the Defaulting Entity:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 5.05** hereof;

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 6.02** hereof.

Section 9.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 9.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE X MISCELLANEOUS

Section 10.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or such other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 10.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 7.02** hereof and their respective successors and assigns as permitted hereunder.

Section 10.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing from time to time by such party.

(a) if to the County:

Florence County, South Carolina
Attn: Florence County Administrator
180 North Irby Street MSC-G
Florence, South Carolina 29501
Fax: 843-665-3070
Telephone: 843-665-3035

with a copy (which shall not constitute notice) to:

Florence County Attorney, currently:
D. Malloy McEachin, Jr.
2117-C West Palmetto Street

Florence, South Carolina 29501
Fax: 843-665-0716
Telephone: 843-665-0135

(b) if to the Company:

Attn: President
Honda of South Carolina Mfg., Inc.
1111 Honda Way
P.O. Box 489
Timmonsville, South Carolina 29161
Fax: 843-346-8000
Telephone: 843-346-8017

with a copy (which shall not constitute notice) to:

Nexsen Pruet, LLC
April C. Lucas, Esquire
P.O. Box 2426
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Fax: 803-253-8277
Telephone: 803-540-2035

Section 10.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10.05. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 10.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 10.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11. Further Proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the date first written above.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
K.G. Rusty Smith, Jr., Chairman, County Council
Florence County, South Carolina

[SEAL]

ATTEST:

By: _____
Connie Y. Haselden, Clerk to County Council
Florence County, South Carolina

HONDA OF SOUTH CAROLINA MFG., INC.

By: _____
Name: _____
Title: _____

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION**

**Fee in Lieu of Tax Agreement between Florence County, South Carolina and Honda of South
Carolina Mfg., Inc. dated as of December 15, 2012**

Project address: 1111 Honda Way, Timmonsville, South Carolina 29161

Consisting of the following property:

All that certain piece, parcel or tract of land situate in Florence County, South Carolina bounded and described as follows:

PARCEL #1

All those certain pieces, parcels, or tracts of land lying, being, and situate in the County of Florence, State of South Carolina, shown and designated as Tract 1 containing 389.69 acres, Tract 2A containing 31.00 acres, and Tract 2B containing 24.40 acres, more or less, as shown on plat for Honda of America Mfg., Inc., by Engineering Consultants, Inc., dated April 29, 1997, and recorded in Plat Book 64 at Page 172, in the Office of the Clerk of Court for Florence County. Reference being made to the aforementioned plat for a more thorough and complete description.

PARCEL #2

All that certain piece, parcel, or tract of land lying, being, and situate in the County of Florence, State of South Carolina, shown and designated as 30.87 acres on a plat for Honda of America Mfg., Inc., by Engineering Consultants, Inc., dated April 27, 1997, and recorded in Plat Book 64 at Page 170, in the Office of the Clerk of Court for Florence County. Reference being made to the aforementioned plat for a more thorough and complete description.

PARCEL #3

All that certain piece, parcel, or tract of land lying, being, and situate in the County of Florence, State of South Carolina, shown and designated as 31.12 acres on a plat for Honda of America Mfg., Inc., by Engineering Consultants, Inc., dated April 28, 1997, and recorded in Plat Book 64 at Page 171, in the Office of the Clerk of Court for Florence County. Reference being made to the aforementioned plat for a more thorough and complete description.

PARCEL # 4

All that certain piece, parcel or tract of land, situate, lying and being in the County of Florence, State of South Carolina and shown as Tract 1 containing 73.76 acres on that certain plat prepared for Honda of South Carolina Mfg., Inc. and Florence County, South Carolina prepared by Engineering Consultants, Inc. dated March 11, 2002 and recorded in Plat Book 78, at page 360 in the Office of the Clerk of Court for Florence County.

TMS NO.: 35-04-001

PARCEL #5

All that certain piece, parcel or tract of land, situate, lying and being in the County of Florence, State of South Carolina and shown as Tract 2 containing 43.16 acres on that certain plat prepared for Honda of South Carolina Mfg., Inc. and Florence County, South Carolina prepared by Engineering Consultants, Inc. dated March 11, 2002 and recorded in Plat Book 78, at page 360 in the Office of the Clerk of Court for Florence County.

TMS No.: 035-04-029

DRAFT

SCHEDULE A

PROJECT INDIGO
 ESTIMATE AND COMPARISON OF SOUTH CAROLINA PROPERTY TAX OPTIONS
 FLORENCE COUNTY (\$112,720,490 TOTAL INVESTMENT - 6% ASSESSMENT RATIO)
 DATE: 11/3/98

PROJECT INDIGO.MWS
 PAGE 1

PHASE ONE

ASSUMPTIONS

LAND & BUILDING	
Land Cost	425,000
Building	8,075,000
Utilities	4,012,000
TOTAL	14,512,000
MACHINERY & EQUIPMENT	
On Site	12,037,900
TOTAL	26,551,900
TOTAL PROPERTY	26,551,900

TIMES ASSESSMENT RATIO - PILOT	0.06
TIMES ASSESSMENT RATIO - STANDARD	0.055

ASSESSED VALUE BEFORE DEPRECIATION	1,599,114	2,798,450
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RATES	
Discount Rate	6.00%
Millage Rate	0.2152
* Year Millage Rate Inflation Factor	0
Net Tax Rate	0.0528

	STANDARD PROPERTY TAXES	STANDARD TAX ASSESSMENT	NET / STD PROPERTY TAX	STANDARD PILOT	PILOT PILOT PILOT	1% FLAT MULTI- COUNTY	NET TO COUNTY
YEAR 1	672,201	181,387	389,072	322,037	242,453	2.425	240,028
YEAR 2	542,384	173,654	382,731	308,934	242,453	2.425	240,028
YEAR 3	512,464	169,074	348,390	292,930	242,453	2.425	240,028
YEAR 4	482,544	164,494	378,048	276,730	242,453	2.425	240,028
YEAR 5	452,624	145,915	387,707	259,641	242,453	2.425	240,028
YEAR 6	422,704		422,701	241,543	242,453	2.425	240,028
YEAR 7	392,784		392,780	224,446	242,453	2.425	240,028
YEAR 8	362,864		362,859	207,348	242,453	2.425	240,028
YEAR 9	332,944		332,949	204,239	242,453	2.425	240,028
YEAR 10	302,994		302,999	204,239	242,453	2.425	240,028
YEAR 11	272,994		272,999	204,239	242,453	2.425	240,028
YEAR 12	242,994		242,999	204,239	242,453	2.425	240,028
YEAR 13	212,994		212,999	204,239	242,453	2.425	240,028
YEAR 14	182,994		182,999	204,239	242,453	2.425	240,028
YEAR 15	152,994		152,999	204,239	242,453	2.425	240,028
YEAR 16	122,994		122,999	204,239	242,453	2.425	240,028
YEAR 17	92,994		92,999	204,239	242,453	2.425	240,028
YEAR 18	62,994		62,999	204,239	242,453	2.425	240,028
YEAR 19	32,994		32,999	204,239	242,453	2.425	240,028
YEAR 20	2,994		2,999	204,239	242,453	2.425	240,028
	6,020,603	670,370	7,209,312	4,589,390	4,849,820	40.461	4,800,570
NPV	4,816,242		3,952,235	2,637,853	2,607,849		

000354

PHASE TWO

ASSUMPTIONS:

LAND & BUILDING

Land Cost	0
Building	0
Utilities	0
TOTAL	0

MACHINERY & EQUIPMENT
On Site

5,478,500

TOTAL 5,478,500

TOTAL PROPERTY 5,478,500 5,478,500

TIMES ASSESSMENT RATIO - PILOT 0.66

TIMES ASSESSMENT RATIO - STANDARD 0.905

ASSESSED VALUE BEFORE DEPRECIATION 320,710 575,243

RATES

Discount Rate	0.065
Age Rate	0.2152
Year Mileage Rate Inflation Factor	0
Abated Tax Rate	0.0655

	STANDARD PROPERTY TAXES	STANDARD TAX ABATEMENT	NET ESTD. PROPERTY TAX	STANDARD PILOT	PILOT FLAT FEE	1% FLAT MULTI- COUNTY	NET TO COUNTY
YEAR 1	110,175	35,274	74,901	62,957	24,465	245	24,220
YEAR 2	98,556	30,915	65,643	55,176	24,465	245	24,220
YEAR 3	89,941	26,555	56,386	47,395	24,465	245	24,220
YEAR 4	69,324	22,195	47,128	39,613	24,465	245	24,220
YEAR 5	55,708	17,835	37,871	31,832	24,465	245	24,220
YEAR 6	42,089	13,475	28,614	24,051	24,465	245	24,220
YEAR 7	28,472	9,115	19,357	16,270	24,465	245	24,220
YEAR 8	14,855	4,755	10,100	8,489	24,465	245	24,220
YEAR 9	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 10	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 11	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 12	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 13	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 14	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 15	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 16	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 17	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 18	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 19	12,379	3,915	8,464	7,074	24,465	245	24,220
YEAR 20	12,379	3,915	8,464	7,074	24,465	245	24,220
TOTAL	548,671	132,775	915,866	370,669	489,300	4,893	484,407
NPV	485,610		353,610	266,177	289,175		

000555

PHASE THREE

ASSUMPTIONS:

LAND & BUILDING			
Land Cost		0	
Building		0	
Utilities		0	
TOTAL			0
MACHINERY & EQUIPMENT			
On Site	13,200,000		
TOTAL		13,200,000	
TOTAL PROPERTY		13,200,000	13,200,000
TIMES ASSESSMENT RATIO - PILOT		0.00	
TIMES ASSESSMENT RATIO - STANDARD			0.105
ASSESSED VALUE BEFORE DEPRECIATION		792,000	1,386,000
RATES			
Discount Rate	6.55%		
Millage Rate	0.2162		
5 Year Millage Rate Inflation Factor	1.0		
Advised Tax Rate	0.0568		

	STANDARD PROPERTY TAXES	STANDARD TAX ABATEMENT	NET / STD PROPERTY TAX	STANDARD PILOT	PILOT FLAT FFP	1% FLAT MULTI- COUNTY	NET TO COUNTY
YEAR 1	265,458	84,991	180,467	151,690	50,407	504	49,903
YEAR 2	232,648	74,486	158,162	132,942	50,407	504	49,903
YEAR 3	199,839	63,982	135,857	114,194	50,407	504	49,903
YEAR 4	167,030	53,477	113,552	95,446	50,407	504	49,903
YEAR 5	134,220	42,973	91,247	76,697	50,407	504	49,903
YEAR 6	101,411	32,468	68,943	57,949	50,407	504	49,903
YEAR 7	68,602	21,963	46,639	39,201	50,407	504	49,903
YEAR 8	35,793	11,458	24,335	20,453	50,407	504	49,903
YEAR 9	2,983	593	2,390	11,705	50,407	504	49,903
YEAR 10	12,379		12,379	7,074	50,407	504	49,903
YEAR 11	12,379		12,379	7,074	50,407	504	49,903
YEAR 12	12,379		12,379	7,074	50,407	504	49,903
YEAR 13	12,379		12,379	7,074	50,407	504	49,903
YEAR 14	12,379		12,379	7,074	50,407	504	49,903
YEAR 15	12,379		12,379	7,074	50,407	504	49,903
YEAR 16	12,379		12,379	7,074	50,407	504	49,903
YEAR 17	12,379		12,379	7,074	50,407	504	49,903
YEAR 18	12,379		12,379	7,074	50,407	504	49,903
YEAR 19	12,379		12,379	7,074	50,407	504	49,903
YEAR 20	12,379		12,379	7,074	50,407	504	49,903
TOTAL	1,333,162	319,910	913,252	704,864	1,008,140	10,001	688,056
NPV	959,734		689,395	548,419	548,420		

000556

PHASE FOUR

ASSUMPTIONS:

LAND & BUILDING	
Land Cost	0
Building	0
Utilities	0
TOTAL	0
MACHINERY & EQUIPMENT	
On Site	31,200,000
TOTAL	31,200,000
TOTAL PROPERTY	31,200,000 31,200,000
TIMES ASSESSMENT RATIO - PILOT	0.05
TIMES ASSESSMENT RATIO - STANDARD	0.105
ASSESSED VALUE BEFORE DEPRECIATION	1,872,800 3,278,000

RATES

Discount Rate	6.65%
Milage Rate	0.2162
5 Year Millage Rate Inflation Factor	0
Rated Tax Rate	0.0668

	STANDARD PROPERTY TAXES	STANDARD TAX ABATEMENT	NET / STD PROPERTY TAX	STANDARD PILOT	PILOT FLAT FEE	1% FLAT MULTI- COUNTY	NET TO COUNTY
YEAR 1	627,446	200,000	426,556	358,540	110,881	1,109	109,772
YEAR 2	649,896	176,059	373,837	314,226	110,881	1,109	109,772
YEAR 3	472,347	351,230	321,117	269,912	110,881	1,109	109,772
YEAR 4	394,797	126,401	268,396	225,598	110,881	1,109	109,772
YEAR 5	317,248	301,572	215,875	181,284	110,881	1,109	109,772
YEAR 6	42,089		42,089	24,051	110,881	1,109	109,772
YEAR 7	28,472		28,472	10,270	110,881	1,109	109,772
YEAR 8	14,855		14,855	8,489	110,881	1,109	109,772
YEAR 9	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 10	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 11	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 12	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 13	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 14	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 15	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 16	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 17	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 18	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 19	12,379		12,379	7,074	110,881	1,109	109,772
YEAR 20	12,379		12,379	7,074	110,881	1,109	109,772
TOTAL	2,985,701	756,150	1,839,551	1,483,256	2,217,520	22,176	2,195,344
NPV	2,111,145		1,472,163	1,206,368	1,206,367		

000557

FIVE

ASSUMPTIONS:

LAND & BUILDING

Land Cost	0	
Building	0	
Utilities	0	
TOTAL		0

MACHINERY & EQUIPMENT

On Site	36,200,000	
TOTAL		36,200,000

TOTAL PROPERTY	36,200,000	36,200,000
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TIMES ASSESSMENT RATIO - PILOT	0.00	
TIMES ASSESSMENT RATIO - STANDARD		0.005

ASSESSED VALUE BEFORE DEPRECIATION	2,172,000	3,801,000
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RATES

Discount Rate	6.50%
Milage Rate	0.2452
5 Year Milage Rate Inflation Factor	1.20
Abated Tax Rate	0.0688

	STANDARD PROPERTY TAXES	STANDARD TAX ADJUTMENT	NET / STD PROPERTY TAX	STANDARD PILOT	PILOT FLAT FEE	1% FLAT MULTI- COUNTY	NET TO COUNTY
YEAR 1	777,905	233,061	494,917	415,999	127,679	1,277	126,402
YEAR 2	538,021	204,273	433,747	364,563	127,679	1,277	126,402
YEAR 3	548,043	175,466	372,578	313,158	127,679	1,277	126,402
YEAR 4	458,066	146,658	311,408	261,752	127,679	1,277	126,402
YEAR 5	368,089	117,850	250,239	210,336	127,679	1,277	126,402
YEAR 6	42,089		42,089	34,051	127,679	1,277	126,402
YEAR 7	26,472		26,472	18,270	127,679	1,277	126,402
YEAR 8	14,855		14,855	8,439	127,679	1,277	126,402
YEAR 9	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 10	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 11	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 12	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 13	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 14	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 15	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 16	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 17	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 18	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 19	12,379		12,379	7,074	127,679	1,277	126,402
YEAR 20	12,379		12,379	7,074	127,679	1,277	126,402
TOTAL	2,974,184	877,321	2,096,856	1,699,514	2,553,580	25,536	2,628,045
	2,430,981		1,089,597	1,389,132	1,389,127		

000558

TOTALS FOR FIVE PHASES

	NET / STD PROPERTY TAX	STANDARD FILOT	FILOT FLAT FEE	TOTAL INVESTMENT
PHASE ONE	7,269,312	4,888,390	4,849,060	26,851,500
PHASE TWO	515,896	370,869	489,300	5,478,500
PHASE THREE	913,253	704,664	1,008,140	13,200,000
PHASE FOUR	1,839,551	1,483,258	2,217,620	31,200,000
PHASE FIVE	2,096,850	1,699,534	2,563,580	36,200,000
TOTAL	12,574,869	8,846,515	11,117,701	112,730,400

	TOTAL NET / STD PROPERTY TAX	TOTAL STANDARD FILOT	TOTAL FILOT FLAT FEE	1% FLAT MULTI- COUNTY	NET TO COUNTY
1	389,072	327,037	242,459	2,425	240,020
2	443,631	372,891	266,918	2,669	264,249
YEAR 3	594,500	498,702	317,325	3,173	314,152
YEAR 4	909,154	814,616	426,200	4,262	423,924
YEAR 5	1,359,447	1,142,673	555,885	5,559	550,326
YEAR 6	1,328,988	1,003,317	555,885	5,559	550,326
YEAR 7	1,167,080	863,860	555,885	5,559	550,326
YEAR 8	960,504	690,705	555,885	5,559	550,326
YEAR 9	693,074	463,305	555,885	5,559	550,326
YEAR 10	455,215	260,123	555,885	5,559	550,326
YEAR 11	425,504	243,146	555,885	5,559	550,326
YEAR 12	409,412	233,949	555,885	5,559	550,326
YEAR 13	406,936	232,535	555,885	5,559	550,326
YEAR 14	406,936	232,535	555,885	5,559	550,326
YEAR 15	406,936	232,535	555,885	5,559	550,326
YEAR 16	406,936	232,535	555,885	5,559	550,326
YEAR 17	406,936	232,535	555,885	5,559	550,326
YEAR 18	406,936	232,535	555,885	5,559	550,326
YEAR 19	406,936	232,535	555,885	5,559	550,326
YEAR 20	406,936	232,535	555,885	5,559	550,326
YEAR 21	49,517	28,295	313,432	3,134	310,298
YEAR 22	37,138	21,222	286,967	2,890	286,077
YEAR 23	24,758	14,148	236,560	2,366	236,175
YEAR 24	12,379	7,074	127,679	1,277	126,403
TOTAL	12,574,869	8,846,515	11,117,701	111,177	11,006,524

000559

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Second Reading - Ordinance No. 14-2012/13

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing: (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement (The "Incentive Agreement") Between Florence County, South Carolina (The "County") And "~~Project Creseent,~~" Honda Of South Carolina, Mfg., Inc., Acting For Itself And One Or More Affiliates Or Other Project Sponsors, (The "Company"), Pursuant To Which The County Shall Covenant To Accept Certain Negotiated Fees In Lieu Of Ad Valorem Taxes With Respect To The Expansion Of Certain Manufacturing Facilities Located In The County (The "Project"); (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company; And (3) Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 14-2012/13.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 14-2012/13.

Sponsor(s)	: Economic Development	I, _____,
First Reading	: October 18, 2012	Council Clerk, certify that this
Committee Referral	: N/A	Ordinance was advertised on
Committee Consideration Date	: N/A	_____ for Public Hearing.
Committee Recommendation	: N/A	
Public Hearing	:	
Second Reading	: November 15, 2012	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 14-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing: (1) The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement (The "Incentive Agreement") Between Florence County, South Carolina (The "County") And "~~Project Crescent,~~" Honda Of South Carolina Mfg., Inc., Acting For Itself And One Or More Affiliates Or Other Project Sponsors, (The "Company"), Pursuant To Which The County Shall Covenant To Accept Certain Negotiated Fees In Lieu Of *Ad Valorem* Taxes With Respect To The Expansion Of Certain Manufacturing Facilities Located In The County (The "Project"); (2) The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company; And (3) Other Matters Relating Thereto.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 thereof (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" and, together with the Negotiated FILOT Act, the "Act"), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain and expand in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and
2. Honda of South Carolina, Mfg., Inc., a company previously identified by the County as "Project Crescent," acting for itself and one or more affiliates or other project sponsors (the "Company"), proposes to invest in, or cause others to invest in, the expansion of certain manufacturing facilities in the County (the "Project"); and
3. The Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, between \$20,000,000 and \$45,000,000 in the Project and create or cause to be created between 120 and 500 jobs at the Project over a period of

approximately eight years; and will invest at least \$2,500,000 in the Project by the end of the Compliance Period (defined below) as required by the Negotiated FILOT Act; and

4. On the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment made, or caused to be made, by the Company, which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering a Negotiated FILOT as set forth herein; and
5. In accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County adopted a Resolution on October 18, 2012 (the "Inducement Resolution"), whereby the County agreed to provide FILOT arrangements set forth in greater detail herein; and
6. The County and the Company have agreed to the specific terms and conditions of such arrangements as set forth in a Fee in Lieu of Tax and Incentive Agreement between the County and the Company (the "Incentive Agreement") the form of which is presented to this meeting, which Incentive Agreement is to be dated as of December 15, 2012 or such other date as the parties may agree; and
7. It appears that the Incentive Agreement 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 Council as follows:

Section 1. The findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed, except as otherwise specifically modified by this Ordinance and the Incentive Agreement. In the event of any disparity or ambiguity, the terms of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. As contemplated by Section 12-44-40(I) of the Code, the County makes the following findings and determinations:

(a) The Project will constitute a "project" within the meaning of the Negotiated FILOT Act.

(b) The Project, and the County's actions herein, will subserve the purposes of the Negotiated FILOT Act.

(c) The Project is anticipated to benefit the general public welfare of the State and 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 incorporated municipality or a charge against its general credit or taxing power.

(e) The purposes to be accomplished by the Project are proper governmental and public purposes.

(f) The benefits of the Project are greater than the costs.

(g) The Project will have a substantial public benefit.

Section 2. (a) The County hereby agrees to enter into the Incentive Agreement with the Company, whereby the Company will agree to invest, or cause to be invested, an amount not less than the minimum investment required by the Negotiated FILOT Act with respect to the Project (the "Minimum Statutory Investment Requirement") during the period commencing with the date of the initial expenditure with respect to the Project, whether before or after the date of this Resolution, and ending on the fifth anniversary of the end of the property tax year in which the Company places in service the initial assets comprising the Project (the "Compliance Period"), and the County, under certain conditions to be set forth in the Incentive Agreement, will agree to accept negotiated fee in lieu of ad valorem tax ("Negotiated FILOT") payments with respect to the Project. To encourage the Company to increase its investment in the Project, in the event the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, the period for completion of the Project shall be automatically extended beyond the Compliance Period by five (5) years to the tenth anniversary of the end of the property tax year in which the initial property comprising the Project is placed in service (the Compliance Period, as so extended, referred to herein as the "Investment Period"), in order to also extend the benefits of the Negotiated FILOT to investment in the Project made during such period. The Incentive Agreement shall contain such additional terms and conditions as set forth hereinafter, and as shall be mutually satisfactory to the County and the Company.

(b) Subject to the provisions of the Negotiated FILOT Act, the annual Negotiated FILOT payments shall commence with respect to the property tax year in which the first property comprising a part of the Project is placed in service and shall continue for a period of 30 years thereafter; provided that, if the Project is placed in service during more than one year, each year's investment during the Compliance Period, or if such period is extended as set forth in Section 2(a) hereof, during the Investment Period, shall be subject to the Negotiated FILOT for a period of 30 years.

(c) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) a millage rate which is the lower of (A) the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located on June 30 of the year preceding the calendar year in which the Incentive Agreement is executed or (B) the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is located on June 30 of the calendar year in which the Incentive Agreement is executed, which millage rate shall remain fixed for the term of the Incentive Agreement; (3) the fair market value of the Project, determined in accordance with the Negotiated FILOT Act; and (4) and such other terms and conditions as are specified in the Incentive Agreement.

Section 3. The County will take all acts to insure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution on terms which provide for all jobs created at the Project during the Compliance Period, or if extended as set forth in Section 2(a) hereof, during the Investment

Period, any additional jobs creation tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 4. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to Council be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement were set out in this Ordinance in its entirety. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 5. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to Council is hereby authorized and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Chairman of the Council, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement, and to carry out the transactions contemplated thereby and by this Ordinance.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance; execution page to follow.]

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

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

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

DRAFT DATED
NOVEMBER 7, 2012

FEE IN LIEU OF TAX AGREEMENT

between

FLORENCE COUNTY, SOUTH CAROLINA
and
HONDA OF SOUTH CAROLINA MFG., INC.

Dated as of December 15, 2012

THIS FEE IN LIEU OF TAX AGREEMENT ("FEE AGREEMENT") SHALL CONSTITUTE AN INDUCEMENT AGREEMENT FOR PURPOSES OF THAT CERTAIN RESOLUTION ADOPTED BY COUNTY COUNCIL ON OCTOBER 18, 2012 AND SHALL ALSO CONSTITUTE THE FINAL FEE AGREEMENT FOR PURPOSES OF THAT CERTAIN ORDINANCE ENACTED BY COUNTY COUNCIL ON DECEMBER 13, 2012.

NPCOLI:2853865.7-AGR-(ACL) 020951-00493

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DRAFT

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this "Agreement") dated as of December 15, 2012, between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and HONDA OF SOUTH CAROLINA MFG., INC., a corporation organized and existing under the laws of the State of South Carolina, acting for itself and for one or more affiliates or other project sponsors (the "Company");

WITNESSETH:

WHEREAS, the County, acting by and through its Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act") (collectively, the "Act") and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, without limitation, negotiated FILOT payments, with respect to a project; and (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Company proposes to expand its existing manufacturing and related facilities in the County (the "Project"), and the Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, in the aggregate, between \$20,000,000 and \$45,000,000 in the Project and create or cause to be created between 120 and 500 jobs at the Project over a period of approximately eight years; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on October 18, 2012 (the "Inducement Resolution"), whereby the County agreed to provide FILOT and multi-county industrial or business park benefits, which are set forth in greater detail herein; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein and, by an Ordinance enacted by the Council on December __, 2012, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises; the potential investment to be created, or caused to be created, by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

"Act" shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act.

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable attorneys' fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company or any other Co-Investor under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and that the County shall have furnished to the Company, an itemized statement of all expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

"Affiliate" shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or any other Co-Investor, as the case may be, or which is owned in whole or in part by the Company or any other Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any other Co-Investor, as the case may be.

"Agreement" shall mean this Fee In Lieu of Tax Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"Co-Investor" shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of

any such Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Company*” shall mean Honda of South Carolina Mfg., Inc., a South Carolina corporation, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The parties anticipate that the initial Negotiated FILOT Property comprising the Project will be placed in service in the Property Tax Year ending on March 31, 2013 and that, in such event, the Compliance Period will end on March 31, 2018.

“*County*” shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County and its successors.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property previously subject to property taxes in South Carolina, which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or which has been placed in service in the

State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Negotiated FILOT Act.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"FILOT Payments" shall mean the FILOT payments to be made by the Company or any other Co-Investor with respect to the Project whether made as Negotiated FILOT Payments pursuant to the Negotiated FILOT Act or as FILOT payments pursuant to the Multi-County Park Act.

"Inducement Resolution" shall mean the Resolution approved by the County on October 18, 2012 with respect to the Project.

"Investment Period" shall mean the period for completion of the Project, which shall be equal to the Compliance Period plus five years; provided, however, that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. The parties anticipate that the Investment Period shall extend from the Property Tax Year ending March 31, 2013 through the Property Tax Year ending March 31, 2023.

"Land" shall mean the land upon which the Project has been or will be located, acquired, constructed and equipped, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

"Minimum Statutory Investment Requirement" shall mean investment in the Project of not less than \$2,500,000 during the Compliance Period, as required by Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with Section 12-44-130 of the Negotiated FILOT Act and Section 6.02 hereof in determining whether the Company or any other Sponsor or Sponsor Affiliate qualifies for Negotiated FILOT benefits hereunder.

"Multi-County Park" shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

"Multi-County Park Agreement" shall mean that certain Agreement Creating Regional Industrial Park between the County and Williamsburg County, South Carolina dated as of December 1, 1998, as amended, supplemented, or modified through the date hereof and as such agreement may be further amended, supplemented, or replaced from time to time, in each case to include the Project.

"Negotiated FILOT" or "Negotiated FILOT Payments" shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate described in **Section 5.01(b)(ii)** hereof.

"Negotiated FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"Negotiated FILOT Property" shall mean all property qualifying for the Negotiated FILOT as economic development property within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, any Released Property and any property covered by a negotiated FILOT under the Prior FILOT Agreement.

"Non-Qualifying Property" shall mean that portion of the facilities located on the Land which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act, including, without limitation, property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

"Person" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Prior FILOT Agreement" shall mean that certain Lease Purchase Agreement between the County and the Company dated as of December 1, 1998, as heretofore amended and as amended and restated pursuant to a Fee In Lieu of Tax Agreement dated as of December 15, 2012, and any future amendments and supplements thereto.

"Project" shall mean the Land, except to the extent covered by the Prior FILOT

Agreement, and, to the extent placed in service by the Company or any Co-Investor during the Investment Period: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; and (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of the Company or any Co-Investors for use on or about the Land, together with any Replacement Property; provided, however, that the term "Project" for purposes of this Agreement shall exclude any property covered by a negotiated FILOT under the Prior FILOT Agreement.

"*Property Tax Year*" shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be, e.g., with respect to the Company, the period ending on March 31 of each year; provided, however, that the Property Tax Year for the Company shall control for purposes of determining the Compliance Period and Investment Period.

"*Released Property*" shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act; which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; or which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"*Replacement Property*" shall mean all property installed in or on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of the Negotiated FILOT Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

"*Sponsor*" and "*Sponsor Affiliate*" shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. Initially, the Company is the only Sponsor and there are no Sponsor Affiliates.

"*State*" shall mean the State of South Carolina.

"*Term*" shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act, as amended through the date hereof.

Section 1.02. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and the Negotiated FILOT Payments as set forth herein, the inclusion and maintenance of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby. The County has obtained all consents and approvals required to consummate the transactions contemplated by this Agreement or the Multi-County Park Agreement including, without limitation, the approval by Williamsburg County.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any South Carolina law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which to the best knowledge of the County could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is March 31 and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate the Project primarily for manufacturing and/or related activities.

(c) The agreements with the County with respect to the Negotiated FILOT and the Multi-County Park were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Multi-County Park Designation. The County will take all appropriate actions to insure that the Project will be included within the boundaries of the Multi-County Park, and that the Project will remain within the boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13 of the State Constitution on terms which provide, for all jobs created at the Project during the Investment Period, any additional jobs tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks.

Section 3.03. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and any other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is unconstitutional or this Agreement or the Multi-County Park Agreement or agreements similar in nature to this Agreement or the

Multi-County Park Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, without limitation, the Negotiated FILOT, and agrees, if requested, to enter into a lease purchase agreement with the Company and any other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160; Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company and any other Sponsor or Sponsor Affiliate the intended benefits of this Agreement. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT payments be reformed so as to best afford the Company and any other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. The Company acknowledges, if a court of competent jurisdiction determines that all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides the Company and any other Sponsor or Sponsor Affiliate must transfer the Negotiated FILOT Property to the County pursuant to lease-purchase arrangements within 180 days following such determination in order for the Negotiated FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company or such other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Company or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company or such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project for Ten Dollars (\$10.00).

ARTICLE IV

COVENANTS OF COMPANY

Section 4.01. Investment and Job Creation at Project.

(a) The Company hereby agrees to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. The Company anticipates that it will invest an amount at least equal to the Minimum Statutory Investment Requirement and that the jobs to be created in connection with the Project will include temporary construction jobs, permanent fulltime and fulltime equivalent jobs and contract jobs. At this time, the Company is competing internally for several projects and, accordingly, the amount of investment and job creation cannot be predicted with

certainty. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on March 31, 2016.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined without regard to depreciation or other diminution in value following placement in service at the Project by reference to the property returns of the Company and all Co-Investors filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(c) To encourage the Company to continue to invest in the Project beyond the Compliance Period, the period for completion of the Project is hereby extended for five years beyond the Compliance Period. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement.

(d) The Company and/or its designated Co-Investors shall retain title, or other property rights, to its respective portion of the Project throughout the Term of this Agreement, and the County hereby consents to any action by the Company or any Co-Investor to mortgage, lease, or encumber all or any portion of the Project, including, without limitation, in connection with any financing transactions.

(e) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company, or such Co-Investor, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **paragraphs (c)(iv), (d) and (e)(ii) of Section 5.01** hereof, in any instance when the Company or any other Co-Investor in its discretion determines any of its items included in the Project, including, without limitation, any Negotiated FILOT Property, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company, or such Co-Investor, may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) Subject to the provisions of **Section 5.01(c)(iv)**, the Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any Negotiated FILOT Property, real or personal, from the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of, or adds to, the Land, the Company, or such Co-Investor, shall deliver to the County a new **Exhibit A** to this Agreement or schedules or supplements to **Exhibit A**; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Negotiated FILOT Act.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Payment of Administration Expenses. The Company will reimburse, or cause reimbursement to, the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement or the Project, and, aside from attorneys' fees described below, the County anticipates no out of pocket expenses in connection with the initial approval of this Agreement and the transactions authorized hereby. The parties understand that legal counsel to the County has estimated its fees and other expenses for review of this Agreement, the Inducement Resolution, the Multi-County Park Agreement and all resolutions, ordinances, and other documentation related thereto at \$0.00.

Section 4.03. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and any other Co-Investor shall use the Project as the Company deems fit for any lawful purposes.

Section 4.04. Maintenance of Existence. Except in the event the resulting, surviving, or transferee entity is the Company or an Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification, which consent or ratification shall

not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assumes, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event or Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT

Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 4.05. Records and Reports. The Company and any other Co-Investor will each maintain such books and records with respect to the Project as will permit the identification of those portions of the Project it places in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto, and computations of all Negotiated FILOT Payments made by such entity hereunder and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County official may request and obtain such financial books and records from the Company and any Sponsor or Sponsor Affiliate that support the FILOT returns of such Sponsor or Sponsor Affiliates as may be reasonably necessary to verify the calculations of the FILOT Payments by such Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County official" shall include the administrator, auditor, assessor or treasurer of the County.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

(c) The County agrees to provide the Company with written notice of any failure to comply with the reporting requirements set forth in this **Section 4.05**. If the Company fails to comply with such reporting requirements within thirty (30) days following receipt of such notice, the County may elect to suspend the incentives hereunder for the year in which such failure occurs and such suspension shall be the County's sole remedy for such failure to comply with the reporting requirements.

Notwithstanding the foregoing and anything herein to the contrary, the Company and each other Co-Investor may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Co-Investor believes contain proprietary, confidential, or trade secret matters. To the extent permitted by law, the County shall comply with all reasonable, written requests made by the Company and any other Co-Investor with respect to

maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company or any other Co-Investor.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this **Section 5.01**, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is anticipated that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2014. If the Company designates any Sponsor or Sponsor Affiliates, as the same shall have been consented to by the County, if required, pursuant to **Section 6.02** hereof, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments hereunder with respect to such other entity's portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Company shall be primarily liable for all Negotiated FILOT Payments with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property during the Investment Period, the annual Negotiated FILOT Payments shall be payable for a period of thirty (30) years; provided that, if no Event of Default shall then exist, the period for payment of the Negotiated FILOT shall be automatically extended for an additional ten (10) years.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate equal to 293.5 mills with respect to all Negotiated FILOT Property located thereon, which rate shall remain fixed in accordance with Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the entire term of this Agreement; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act as set forth hereinbelow in this subsection (ii). For typical arm's

length construction or acquisition, fair market value is determined with reference to the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence). The County and the Company hereby elect to determine the fair market value of any real property by appraisal not more often than once every five years as permitted by said Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT Payments, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate, as the case may be;

(iii) to increase such payments in the event the Company or any Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the thirty (30) year period applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and any other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and any other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT

Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to its portion of the Negotiated FILOT Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the investment in the Project is insufficient to satisfy the Minimum Statutory Investment Requirement by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project does not exceed \$5,000,000 by the end of the Compliance Period, and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement by the end of the Compliance Period, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that investment in the Project satisfies the Minimum Statutory Investment Requirement by the end of the Compliance Period, but subsequently falls below the Minimum Statutory Investment Requirement, without regard to depreciation, the Project shall thereafter be subject to *ad valorem* taxes, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act.

(iii) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, all property utilized by the Company or any other Co-Investor at the Project site and placed in service during the Investment Period, whether owned by the Company or any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations

under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by the Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties acknowledge the County's right to receive Negotiated FILOT Payments hereunder is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and any Co-Investor may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or such Co-Investors or any of their respective Affiliates or operates such assets for the Company or such Co-Investors or any of their respective Affiliates or is leasing a portion of the Project in question from the Company or such Co-Investors or any of their respective Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to any Negotiated FILOT Property so transferred: (i) except in connection with any transfer to any Co-Investors, an Affiliate of the Company or such Co-Investors, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County, in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Negotiated FILOT Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or such Co-Investors hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume

the then current basis of the Company or such Co-Investors (or prior transferee) in the Negotiated FILOT Property transferred; (iv) the Company or such Co-Investors, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company or such Co-Investors and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this **Section 6.01**, and at the Company's or such Co-Investor's expense, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Co-Investors under this Agreement and/or any release of the Company pursuant to this **Section 6.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company or such Co-Investors with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by Resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project prior to the end of the Compliance Period the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project prior to the end of the Compliance Period by the Company, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Co-Investors, exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 7.02. Termination. In addition to the rights of the County under **Sections 5.01(f)** and **8.02**, the County and the Company may jointly agree to terminate this Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or a portion of, the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default by Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company or other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested in good faith the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 5.01(f)** hereof.

Section 8.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies only as to the Defaulting Entity:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 4.05** hereof;

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company and any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or such other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 6.02** hereof and their respective successors and assigns as permitted hereunder.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing from time to time by such party.

- (a) if to the County:
Florence County, South Carolina
Attn: Florence County Administrator
180 North Irby Street MSC-G
Florence, South Carolina 29501
Fax: 843-665-3070
Telephone: 843-665-3035

with a copy (which shall not constitute notice) to:
Florence County Attorney, currently:
D. Malloy McEachin, Jr.
2117-C West Palmetto Street
Florence, South Carolina 29501
Fax: 843-665-0716
Telephone: 843-665-0135

(b) if to the Company:

Honda of South Carolina Mfg., Inc.
Attn: President
1111 Honda Way
P.O. Box 489
Timmonsville, South Carolina 29161
Fax: 843-346-8000
Telephone: 843-346-8017

with a copy (which shall not constitute notice) to:

Nexsen Pruet, LLC
April C. Lucas, Esquire
P.O. Box 2426
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Fax: 803-253-8277
Telephone: 803-540-2035

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 9.06. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 9.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

[Execution Pages to Follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the date first written above.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
K.G. Rusty Smith, Jr., Chairman, County Council
Florence County, South Carolina

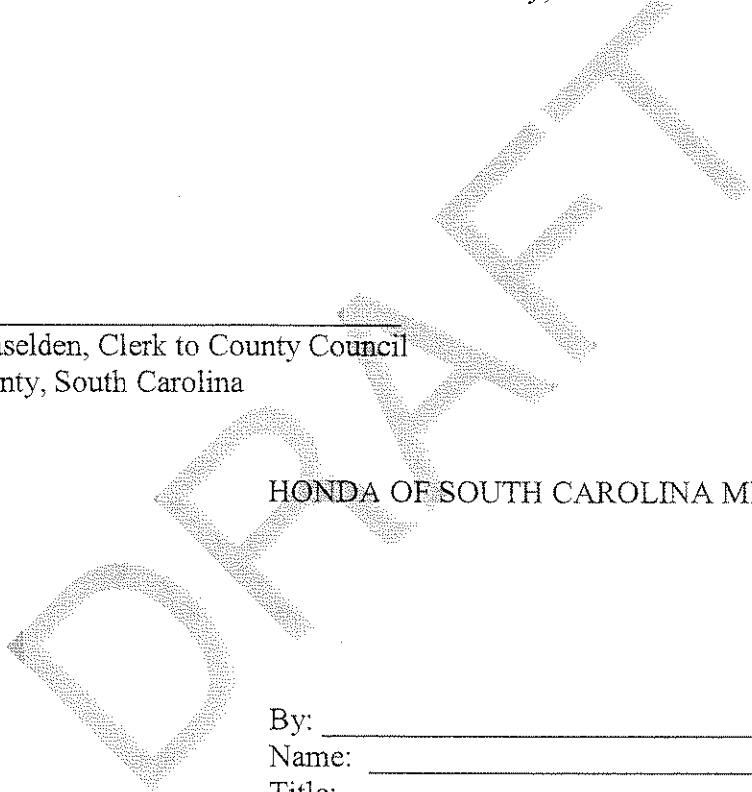
[SEAL]

ATTEST:

By: _____
Connie Y. Haselden, Clerk to County Council
Florence County, South Carolina

HONDA OF SOUTH CAROLINA MFG., INC.

By: _____
Name: _____
Title: _____



**EXHIBIT A
LEGAL DESCRIPTION**

**Fee In Lieu Of Tax Agreement between Florence County, South Carolina and t Crescent]
dated as of December 15, 2012**

Project address: 1111 Honda Way, Timmonsville, South Carolina 29161

Consisting of the following property:

All that certain piece, parcel or tract of land situate in Florence County, South Carolina bounded and described as follows:

PARCEL #1

All those certain pieces, parcels, or tracts of land lying, being, and situate in the County of Florence, State of South Carolina, shown and designated as Tract 1 containing 389.69 acres, Tract 2A containing 31.00 acres, and Tract 2B containing 24.40 acres, more or less, as shown on plat for Honda of America Mfg., Inc., by Engineering Consultants, Inc., dated April 29, 1997, and recorded in Plat Book 64 at Page 172, in the Office of the Clerk of Court for Florence County. Reference being made to the aforementioned plat for a more thorough and complete description.

PARCEL #2

All that certain piece, parcel, or tract of land lying, being, and situate in the County of Florence, State of South Carolina, shown and designated as 30.87 acres on a plat for Honda of America Mfg., Inc., by Engineering Consultants, Inc., dated April 27, 1997, and recorded in Plat Book 64 at Page 170, in the Office of the Clerk of Court for Florence County. Reference being made to the aforementioned plat for a more thorough and complete description.

PARCEL #3

All that certain piece, parcel, or tract of land lying, being, and situate in the County of Florence, State of South Carolina, shown and designated as 31.12 acres on a plat for Honda of America Mfg., Inc., by Engineering Consultants, Inc., dated April 28, 1997, and recorded in Plat Book 64 at Page 171, in the Office of the Clerk of Court for Florence County. Reference being made to the aforementioned plat for a more thorough and complete description.

PARCEL # 4

All that certain piece, parcel or tract of land, situate, lying and being in the County of Florence, State of South Carolina and shown as Tract 1 containing 73.76 acres on that certain plat prepared for Honda of South Carolina Mfg., Inc. and Florence County, South Carolina prepared by

Exhibit A -1

NPCOL1:2853865.7-AGR-(ACL) 020951-00493

Engineering Consultants, Inc. dated March 11, 2002 and recorded in Plat Book 78, at page 360 in the Office of the Clerk of Court for Florence County.

TMS NO.: 35-04-001

PARCEL #5

All that certain piece, parcel or tract of land, situate, lying and being in the County of Florence, State of South Carolina and shown as Tract 2 containing 43.16 acres on that certain plat prepared for Honda of South Carolina Mfg., Inc. and Florence County, South Carolina prepared by Engineering Consultants, Inc. dated March 11, 2002 and recorded in Plat Book 78, at page 360 in the Office of the Clerk of Court for Florence County.

TMS No.: 035-04-029

DRAFT

Exhibit A -2

NPCOLI:2853865.7-AGR-(ACL) 020951-00493

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 15, 2012

AGENDA ITEM: Ordinance No. 15-2012/13
Introduction

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 Town Of Pamplico On W. Sixth Avenue, More Specifically Shown On Tax Map Number 60001-01-021, From Residential Preservation And Rural Preservation To Suburban Development; And Other Matters Related Thereto.]
(Planning Commission approved 8-0; 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 Residential Preservation and Rural Preservation.
2. The applicant is proposing to change the designation to 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. 15-2012/13
2. Resolution for PC#2012-18
3. Staff report for PC#2012-18
4. Aerial photograph
5. Comprehensive Land Use Plan Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 23, 2012	Council Clerk, certify that this
Planning Commission Public Hearing	: October 23, 2012	Ordinance was advertised for
Planning Commission Action	: October 23, 2012 [Approved 8-0]	Public Hearing on _____.
First Reading/Introduction	: November 15, 2012	
Committee Referral	: N/A	
County Council Public Hearing	:	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 15-2012/13

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 Town Of Pamplico On W. Sixth Avenue, More Specifically Shown On Tax Map Number 60001-01-021, From Residential Preservation And 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 October 23, 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 Town of Pamplico on W. Sixth Avenue, more specifically shown on Tax Map Number 60001-01-021, from Residential Preservation and Rural Preservation to Suburban Development. The parcel consists of approximately 3.91 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:

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:

RESOLUTION FOR PC#2012-18
FLORENCE COUNTY PLANNING COMMISSION

[A Resolution Recommending A Comprehensive Plan Map Amendment To Change The Land Use Map Designation For Property In Florence County Located On W. Sixth Avenue In Pamplico, SC, More Specifically Shown On Tax Map Number 60001-01-021, From Residential Preservation And Rural Preservation To Suburban Development As Referenced On The Agenda Map.]

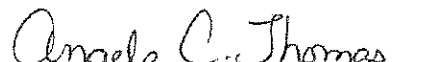
WHEREAS:

1. The subject property's designations as established by the Land Use Map of the Florence County Comprehensive Plan are Residential Preservation and Rural Preservation.
2. The applicant is proposing to change the designations to 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 this property 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 Designations for Property in Florence County Located on W. Sixth Avenue in Pamplico, SC, measuring approximately 3.9 acres from Residential Preservation and Rural Preservation to Suburban Development as referenced on the agenda map.

ATTEST:


Angela C. Thomas, Secretary III

SIGNED:


David Hobbs, Chairman

COMMISSION VOTE: 8-0

OPPOSED: None

ABSENT: C. Cunha

V. Talbert

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
October 23, 2012
PC#2012-18
ORDINANCE NO. 15-2012/13**

Subject: Comprehensive Plan Map Amendment to change the Land Use Map designations for property in Florence County located in the Town of Pamplico from Residential Preservation and Rural Preservation to Suburban Development

Locations: 191 W. Sixth Avenue

Tax Map Numbers 60001, Block 01, Parcel 021

Council District(s): 2; County Council

Applicant: Pamplico Rescue and Ambulance Service, Inc.

Land Area: 1 parcel, approximately 3.91 acres

Staff Analysis:

The property is currently designated as Residential Preservation and Rural Preservation according to the Comprehensive Plan Land Use map.

The applicant is proposing to change the designations to 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 Suburban Development. 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: October 23, 2012:

The eight 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 the Florence County Council for a Suburban Development land use designation to provide areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and industrial uses that enhance the area as a whole.

Florence County 2011 Orthophotography Map

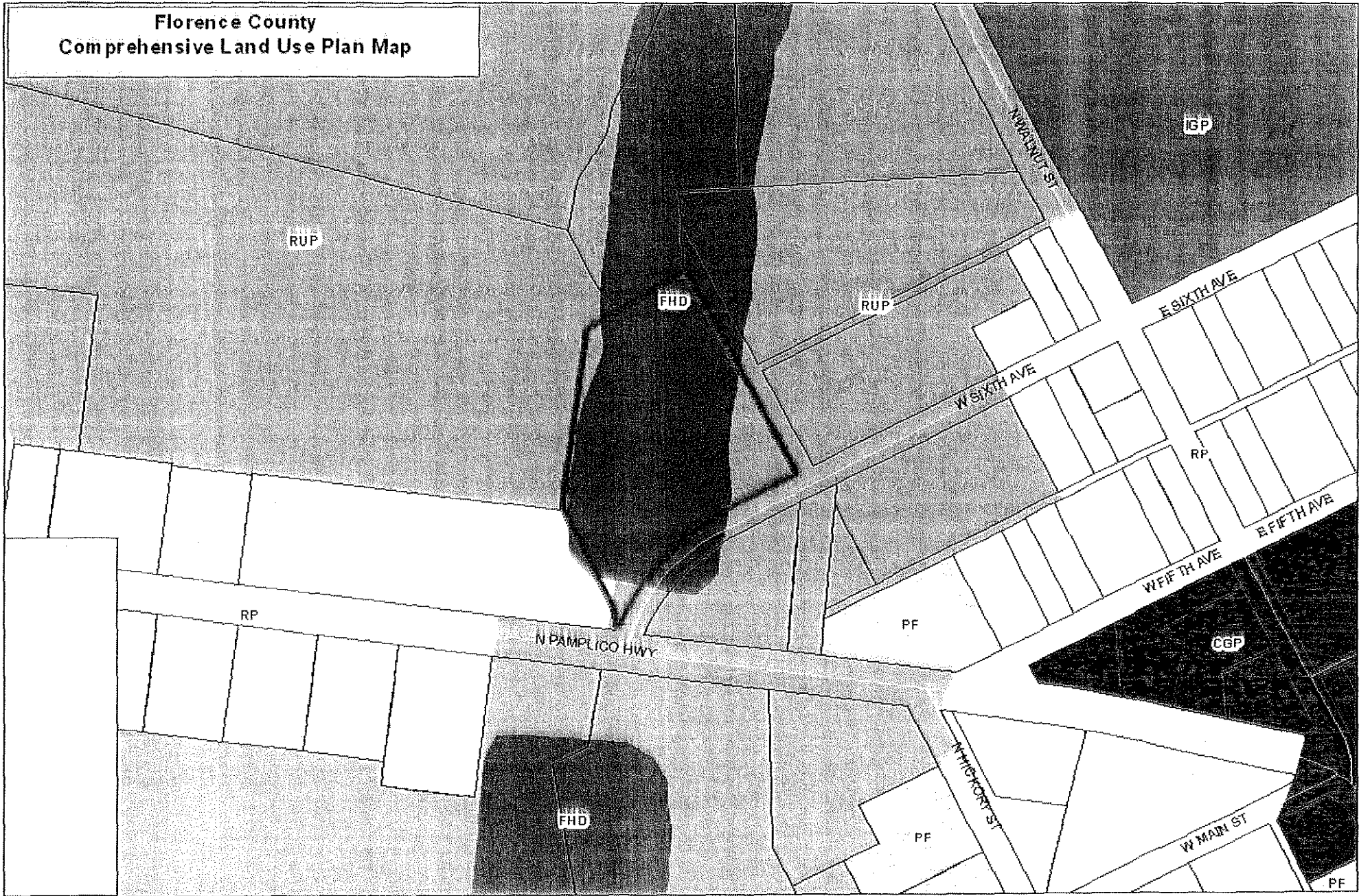


Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
09/21/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-18

Florence County
Comprehensive Land Use Plan Map



0 170 340

680 Feet
Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
09/21/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-18

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 15, 2012

AGENDA ITEM: Ordinance No. 16-2012/13
Introduction

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Pamplico Rescue And Ambulance Service, Inc. Located At 191 West Sixth Avenue, Pamplico As Shown On Florence County Tax Map No. 60001, Block 01, Parcel 021; Consisting Of Approx. 3.91 Acres From R-5, Multi-Family Residential District, RU-2, Rural Resource District And R-1, Single-Family Residential District To B-1, Limited Business District; And Other Matters Related Thereto.]

(Planning Commission approved 8 to 0; Council District 2)

POINTS TO CONSIDER:

1. The subject property is currently zoned R-5, Multi-Family Residential District, RU-2, Rural Resource District and R-1, Single-Family Residential District.
2. Surrounding land uses consist of vacant land and single-family residential zoned R-1, Single-Family Residential District, R-5, Multi-Family Residential District and RU-2, Rural Resource District.
3. The Comprehensive Plan currently designates the subject property as Residential Preservation and Rural Preservation and currently the zoning amendment request does not comply.
4. The zoning designation of B-1, Limited Business District for the subject property will comply with the Comprehensive Plan with the approval of the land use amendment request to Suburban Development.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 16-2012/13
2. Staff report for PC#2012-20
3. Location Map
4. Comprehensive Plan Land Use Map
5. Zoning Map
6. Aerial Map

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: October 23, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: October 23, 2012	this Ordinance was
Planning Commission Action	: October 23, 2012 [Approved: 8 to 0]	advertised for Public
First Reading/Introduction	: November 15, 2012	Hearing on _____.
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 16-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Property Owned By Pamplico Rescue And Ambulance Service, Inc. Located At 191 West Sixth Avenue, Pamplico As Shown On Florence County Tax Map No. 60001, Block 01, Parcel 021; Consisting Of Approx. 3.91 Acres From R-5, Multi-Family Residential District, RU-2, Rural Resource District And R-1, Single-Family Residential District To B-1, Limited Business 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 October 23, 2012.

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

1. Property located at 191 West Sixth Avenue, Pamplico bearing Tax Map 60001, Block 01, Parcel 021 is hereby rezoned to B-1, Limited Business District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, October 23, 2012
PC#2012-20
ORDINANCE NO. 16-2012/13**

SUBJECT: Rezoning request from R-5, Multi-Family Residential District, RU-2, Rural Resource District and R-1, Single-Family Residential District to B-1, Limited Business District.

LOCATION: 191 West Sixth Avenue

TAX MAP NUMBER: 60001, Block 01, Parcel 021

COUNCIL DISTRICT(S): 2; County Council

OWNER OF RECORD: Pamplico Rescue and Ambulance Service, Inc.

APPLICANT: Laura H. Walkup

LAND AREA: Approximately 3.91 acres

WATER /SEWER AVAILABILITY: Water and Sewer will be provided by DHEC

**ADJACENT WATERWAYS/
BODIES OF WATER:** N/A

FLOOD ZONE: Yes

STAFF ANALYSIS:

1. **Existing Land Use and Zoning:**
The subject property is currently vacant. The subject property is currently zoned R-5, Multi-Family Residential District, RU-2, Rural Resource District and R-1, Single-Family Residential District and located in the Town of Pamplico.
2. **Proposed Land Use and Zoning:**
The applicant wishes to develop the property for an EMS Station. The applicant proposes to rezone the property to B-1, Limited Business District.
3. **Surrounding Land Use and Zoning:**
North: Vacant land/R-5/Town of Pamplico
South: Vacant land/RU-2/Town of Pamplico
West: Vacant/Single-family home/RU-2 and R-1/Town of Pamplico

East: Vacant land/R-5/Town of Pamplico

4. Transportation Access and Circulation:

Present accesses to the subject properties are by way of Pamplico Highway and West Sixth Avenue.

5. Traffic Review:

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

6. Florence County Comprehensive Plan:

The subject property is currently located in a Residential and Rural Preservation area according to the Comprehensive Plan Land Use map. The applicant is proposing to rezone this property to B-1. The request for the zoning amendment to B-1 does not presently comply with the Comprehensive Plan Land Use map. However, staff is moving forward with the request to amend the land use designation to Suburban Development. When the amendment is approved for the land use designation change, the zoning amendment of the subject property from R-1, R-5 and RU-2 will be in compliance with the Comprehensive Plan Land Use map.

7. Chapter 30-Zoning Ordinance:

B-1, Limited Business District, This district is intended to accommodate office, institutional, and residential uses in areas whose character is changing, or where such a mix of uses is appropriate. It is designed for principally for use along major streets dominated by older houses in transition.

STAFF RECOMMENDATION:

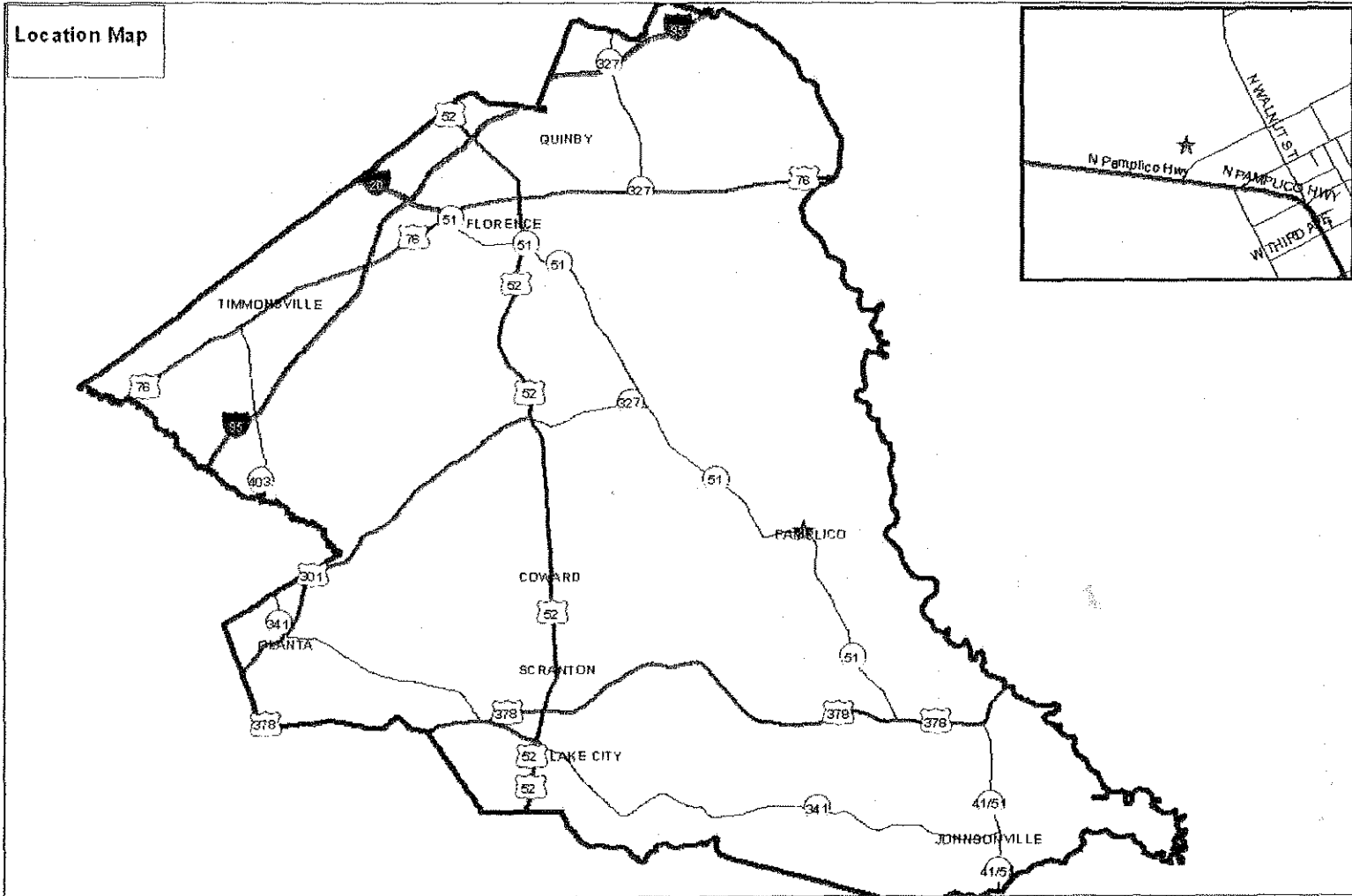
Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the land use amendment request approval.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, OCTOBER 23, 2012:

The eight Planning Commission members present approved the rezoning request unanimously based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan with the approval of the land use amendment request at the meeting held on October 23, 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 Land Use Map and Land Use Element of the Comprehensive Plan with the approval of the land use amendment request.

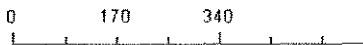
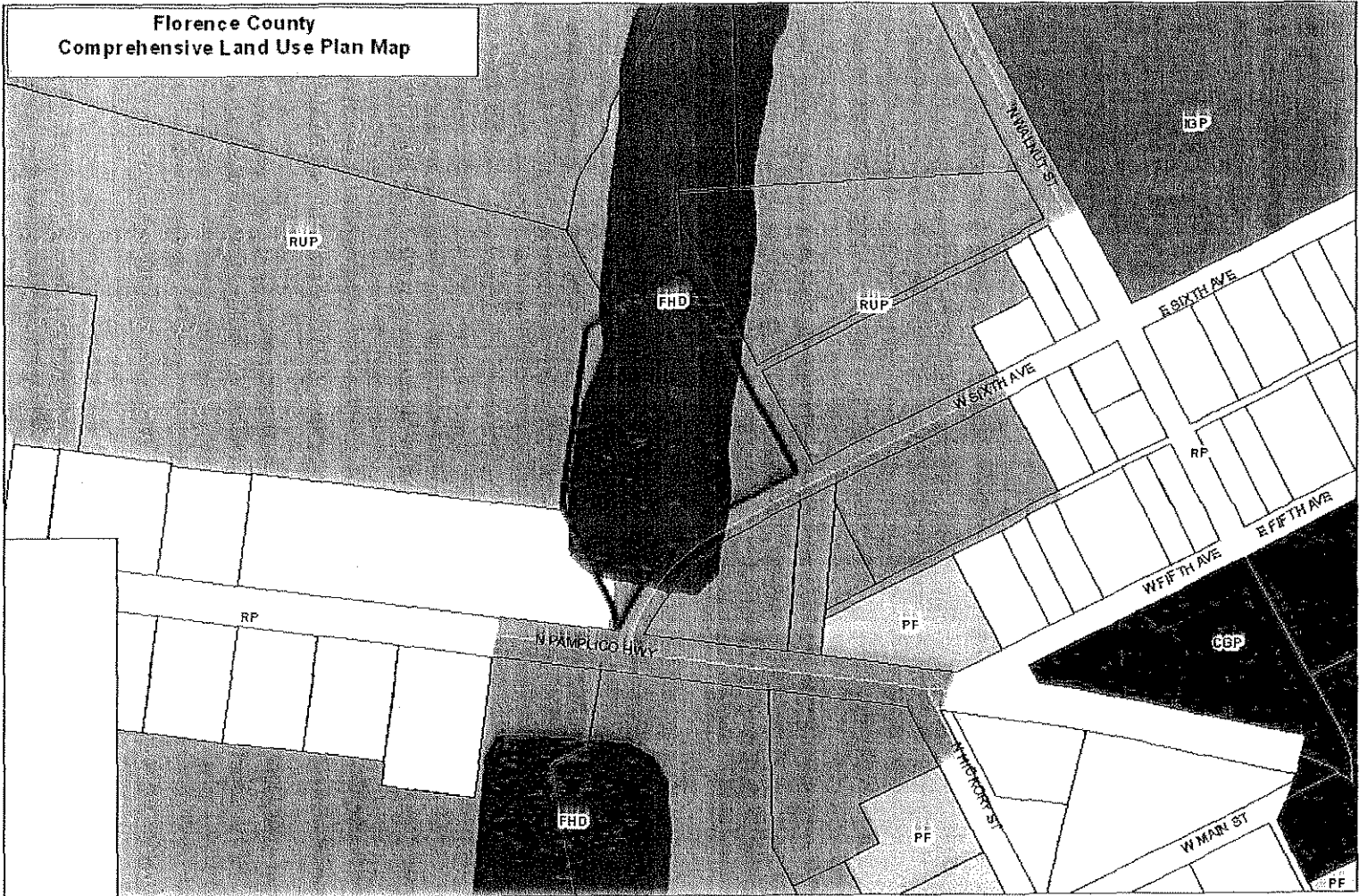


Location Map

Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 09/21/2012



COUNTY COUNCIL DISTRICT(S): 2
 PC#2012-20

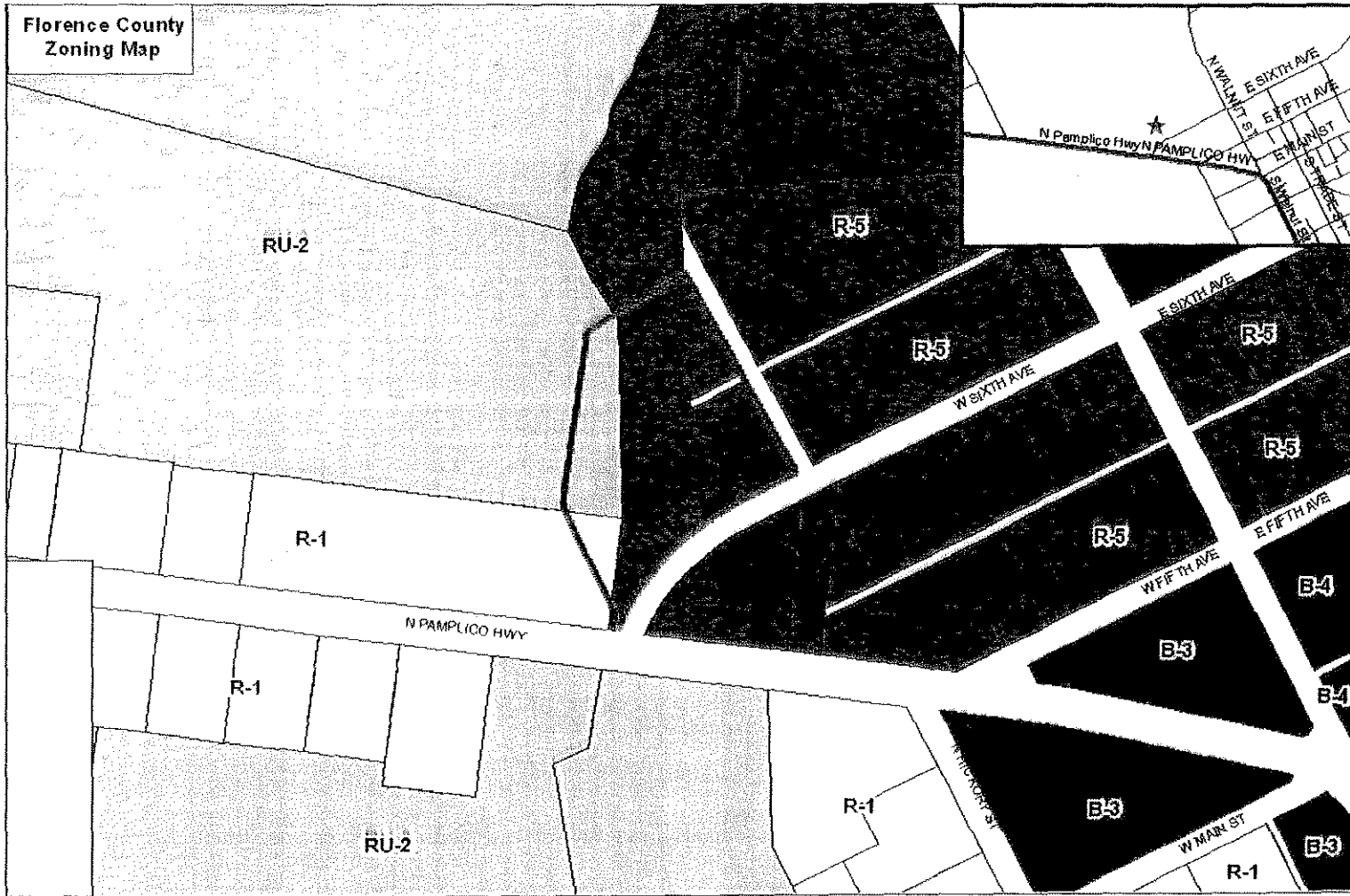


680 Feet
 Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 09/21/2012



COUNTY COUNCIL DISTRICT(S): 2
 PC#2012-20

Florence County
Zoning Map



0 185 370 740 Feet

Map prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
09/21/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-20

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
09/21/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-20

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Introduction - Ordinance No. 17-2012/13 Title Only

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Council is requested to introduce Ordinance # 17-2012/13 by title only -- An Ordinance To Authorize The Execution and Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 17-2012/13 by title only.
2. Provide An Alternate Directive.

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

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

ORDINANCE NO. 17-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Authorize The Execution And Delivery Of Various Documents In Order To Fund A Portion Of The Costs Associated With Soil Remediation Of The Lake City Park Project; To Authorize The Execution And Delivery Of These Documents In Connection Therewith; And Other Matters Relating Thereto.)

DRAFT

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Boards & Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council Is Requested To Approve The Following Appointments/Re-Appointments To Various Boards & Commissions With Appropriate Expiration Terms:

- **Accommodations Tax Advisory Commission:** Shelby Kirby – Seat 6
- **Board of Assessment Appeals:** Ted Walters – District 1
- **Economic Development Partnership:** Stewart Altman – District 1
- **Florence County Museum Board:** Gary Cooper – District 1
- **Florence City-County Historical Commission:** Kent Daniels – Seat 2
- **Hannah-Salem-Friendfield Fire District:** Lanney Ard and Randolph Bazen
- **Planning Commission:** Roger Kirby – District 1
- **Policy Commission on Recreation:** Eric Sebnick – District 1
- **West Florence Rural Fire District:** Charles T. Tolson – Seat 1; Avery R. Hewitt – Seat 2 (replacing James Richard Hewitt who resigned due to medical reasons); and, Howard S. Worrell – Seat 3 (replacing Jason E. Smith who resigned due to leaving the department)

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Reports to Council
City of Florence

DEPARTMENT: County Attorney

ISSUE UNDER CONSIDERATION:

Approve The Agreement And Termination Of Agreement And Lease Dated June 29, 1970 Between Florence County And The City Of Florence Regarding The City-County Complex.

ATTACHMENTS:

A Copy Of The Proposed Agreement And Termination Of Lease

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

AGREEMENT
AND
TERMINATION OF LEASE

This Agreement and Termination of Lease is made and entered into by and between the City of Florence, South Carolina (hereinafter referred to as "City") and Florence County, South Carolina (hereinafter referred to as "County").

WHEREAS, on or about June 29, 1970, the City, the County, and the Building Commission of the City and County of Florence entered into an Agreement and Lease that led to the construction of and has governed the use of the joint multi-purpose building now referred to as the City-County Complex (hereinafter referred to as the "Complex");

WHEREAS, all parties to the aforementioned Agreement and Lease have complied with all of the terms and conditions of the Agreement and Lease since its inception in 1970;

WHEREAS, the bonded indebtedness in the amount of \$5,000,000.00 incurred for the construction of the Complex has long since been paid off with the City and the County paying their pro-rata share, and said bonded indebtedness is retired;

WHEREAS, both the City and the County, in the four decades that have passed since the aforementioned Agreement and Lease, have significantly grown to the point that their respective requirements for space for administrative and governmental offices have greatly increased;

WHEREAS, all parties hereto agree that the increase in the need for additional space by both the City and County has created a situation in which it is in the best interest of the citizens of both the City and the County to separate the physical properties utilized by the City and the County by terminating the Agreement, utilizing the current complex building for the sole use of the County, and having the City move its physical location to a separate city hall;

WHEREAS, the City and the County are authorized to enter into contracts and cooperative agreements, and the respective governing bodies for both the City and the County have taken all necessary action to authorize the execution of this Agreement and Termination of Lease by the individuals set out on the signature page below;

WHEREAS, pursuant to paragraph 14 of the aforementioned Agreement and Lease dated June 29, 1970, it is specifically provided that the aforesaid Agreement "... shall continue until it is agreed by both the City of Florence and the County of Florence that the same be terminated...";

WHEREAS, pursuant to paragraph 15 of the aforementioned Agreement and Lease dated June 29, 1970, it is specifically provided that "[A]t any time after the aforementioned Five Million (\$5,000,000) Dollar bonded indebtedness has been retired, the Commission, upon receiving a written request so to do from both the City and the County, shall forthwith and without consideration deed all of its right, title, and interest in all lands held by it, together with all improvements thereon, to the City and the County jointly.";

WHEREAS, the City has located a building within the downtown area of the City of Florence that it can acquire and utilize for the establishment of a separate city hall thereby freeing up all of the space in the Complex for use by the County; and

WHEREAS, the City and the County agree that the termination of the aforesaid Agreement and Lease, the separation of the physical location of the administrative offices for the County and the City, and the creation by the City of a separate city hall building is in the best interest of and will be of significant benefit to the citizens of both the City and the County of Florence;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto mutually agree to a termination of the Agreement and Lease dated June 29, 1970 under and through the terms, conditions, and actions set forth and agreed to as follows:

1. **Conveyance by Building Commission.** Pursuant to the provisions of paragraph 15 of the Agreement and Lease dated June 29, 1970, a copy of which is attached hereto as Exhibit "A", the City and the County hereby provide to the Building Commission of the City and County of Florence this written request that said Commission without consideration convey by deed all of its right, title, and interest in all lands held by it, together with all improvements thereon, to the City and the County jointly, said conveyance to take place on or before July 1, 2013.

2. **Termination of Agreement and Lease.** Pursuant to paragraph 14 of the Agreement and Lease dated June 29, 1970, a copy of which is attached hereto as Exhibit "A", it is specifically agreed by both the City of Florence and the County of Florence that the Agreement and Lease shall be terminated effective July 1, 2013 and both the City and the County will be relieved of any and all responsibilities outlined in said Agreement and Lease.

3. **Conveyance by City to County.** That on July 1, 2013, the City will, without any consideration beyond the agreements and promises contained herein, convey by deed all of its right, title, and interest in all lands presently held by Building Commission of the City and County of Florence, together with all improvements thereon, to the County.

4. **Right of Occupancy to County.** That, effective July 1, 2013, the City relinquishes any right to occupy and or utilize any portion of the Complex, and the County shall have the sole right to use and occupy said building and related properties; provided, however, the parties hereto agree that the City, pursuant to the terms and conditions contained in herein, shall be allowed to maintain and use the communications devices presently located on the roof of the Complex and to maintain and use the underground petroleum tank currently located in the parking lot area associated with the Complex.

5. **Relief of City's Responsibility for Rent and Costs.** That upon the completion of the conveyance described in paragraph 3 above, it is hereby agreed that the City shall be relieved of any and all responsibility for payments of rent or for the operation and maintenance of the Complex, and the County shall be solely responsible for such costs.

6. **Continued Use By City of Underground Storage Tank and Communications Devices.**

(a) It is understood and agreed that the City is, and shall remain, the sole owner of the underground storage tank (UST) which it installed in the parking lot area of the Complex and which it presently uses for the purpose of providing fuel for City vehicles. As the owner of said UST, the City assumes and accepts sole responsibility for fully complying with all governmental regulations applicable to UST's, and City agrees that it will perform all inspections, investigations and remediation required by governmental authorities having jurisdiction over UST's and by law applicable to UST's. Should the City decide to cease the use of said UST in the future, City will, at its sole expense, commission an evaluation of the subsurface conditions surrounding the UST. If such evaluation shows the presence of hazardous substances attributable to the City's UST, City shall perform all investigation and remediation required by applicable law and governmental authorities having jurisdiction with respect to such conditions. Upon the completion of such investigation and remediation, City shall remove said UST unless County, in writing, requests that the UST be left in place, in which case ownership of said UST shall be properly transferred to the County.

(b) It is understood and agreed that the City presently maintains and uses communication devices that are located on the roof of the Complex, and the parties hereto agree that the City shall be allowed to continue to use, maintain and update said devices. As the owner of said communication devices, the City assumes and accepts sole responsibility for the devices and related equipment. At such time as the City ceases to use said devices, it shall be the City's responsibility, at the City's sole expense, to remove the devices from the roof of the Complex and to properly restore and repair any damage to the roof as a result of said removal.

7. **Cooperation of Parties Regarding Building Commission.** The City agrees that it will fully cooperate with the County regarding any legislative action needed regarding the Building Commission of the City and County of Florence. The City specifically agrees that, should the County decide to keep the Building Commission, the City will take all steps necessary to relinquish its current right to nominate two (2) members of the Commission. In the event the County, in its sole discretion, decides to dissolve the Building Commission, the City agrees to fully cooperate with the County and to take all steps necessary to accomplish that goal.

8. **Holdover Provision.** In the event that the City is unable, despite reasonable efforts, to complete the up fitting of the new location for city hall in time to turn over possession of its space in the Complex to the County by July 1, 2013, the City agrees to provide the County with sixty (60) days written notice of the need to continue to lease the space in the Complex beyond July 1, 2013 on a month to month basis, and the County agrees to allow the City to do so for a period of no more than six (6) months. In such an event, the City shall pay directly to the County the same amount of rent it currently pays to the Building Commission under the Agreement and Lease dated June 29, 1970.

9. **Binding Effect.** The provisions of this Agreement and Termination of Lease shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors, and assigns.

10. **Entire Agreement.** This Agreement and Termination of Lease contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement and Termination of Lease shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.

11. **Severability.** If any provision of this Agreement and Termination of Lease shall be declared invalid or unenforceable, the remainder of this Agreement and Termination of Lease shall continue in full force and effect.

12. **Governing Law.** This Agreement and Termination of Lease shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

13. **Authority.** The individuals signing this Agreement and Termination of Lease personally warrant that they have the right and power to execute this document and that their authority has been properly granted by the respective governing councils of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals this ___ day of November, 2012.

Witnesses:

City of Florence, South Carolina

By: _____
ANDREW H. GRIFFIN
City Manager

County of Florence, South Carolina

By: _____
K. G. RUSTY SMITH, JR.
Chair of County Council

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Reports to Council

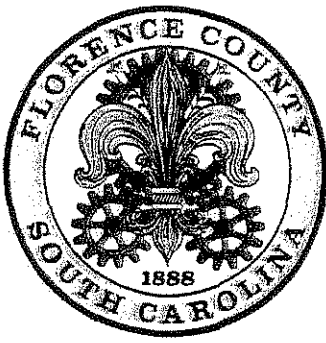
DEPARTMENT: County Attorney

ISSUE UNDER CONSIDERATION:

Accept The Severance Agreement Between Florence County And County Administrator
Thomas B. Robinson Effective November 15, 2012.

ATTACHMENTS:

Copy of the Severance Agreement



Florence County

South Carolina

November 5, 2012

Florence County Council
180 north Irby Street MSC-G
Florence, South Carolina 29501

Dear Chairman Smith and Council members:

I hereby resign my position as Administrator for Florence County effective November 15, 2012 provided the severance agreement between the County and me is approved by Council and signed by either the Chairman or Vice-Chairman. My last day with the County will be Thursday, November 15th.

I would like to say to Council that I was honored to have been chosen to serve as your Administrator. I had great intentions of coming here and helping you move Florence County forward. I have no ill will against anyone. I have been very frustrated that I have not been able to be more engaged and effective. I have never come into a new position and not been effective. I have always produced and have excelled at a high level until now. My main regret is that I was not able to demonstrate my capabilities and help you and the county more.

Sincerely,

Thomas B. Robinson
County Administrator

As to County:
Cheryl Stadden
Clerk to Council
County Seal:

COUNTY OF FLORENCE
Waymon Mumford
Waymon Mumford
Vice-Chairman of County Council

As to Employee:
[Signature]
Witness as to Employee
Michael H. Barr
Witness as to Employee

EMPLOYEE
[Signature]
Thomas Robinson

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: County Attorney

ISSUE UNDER CONSIDERATION:

Authorize The County Attorney And Vice-Chairman of County Council To Negotiate A Contract Of Employment Between The County And K. G. Rusty Smith, Jr. To Fill The Position Of County Administrator And To Further Authorize The Vice-Chairman To Execute The Contract Of Employment On Behalf Of The County.

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Monthly Financial Reports Are Provided To Council For Fiscal Year 2013 Through September 30, 2012 As An Item For The Record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY13
7/1/12 TO 09/30/12**

		BUDGETED	YEAR-TO-DATE	REMAINING	
EXPENDITURES		EXPENDITURE	ACTUAL	BALANCE	PCT
			EXPENDITURE		
10-411-401	County Council	352,229	67,992	284,237	80.70%
10-411-402	Administrator	618,172	123,797	494,375	79.97%
10-411-403	Clerk of Court	1,821,092	423,201	1,397,891	76.76%
10-411-404	Solicitor	1,051,131	237,591	813,540	77.40%
10-411-405	Judge of Probate	507,403	115,283	392,120	77.28%
10-411-406	Public Defender	771,702	150,399	621,303	80.51%
10-411-407	Magistrates	2,239,713	535,804	1,703,909	76.08%
10-411-409	Legal Services	79,650	14,013	65,638	82.41%
10-411-410	Voter Registration & Elections	572,617	149,880	422,737	73.83%
10-411-411	Finance	753,545	173,906	579,639	76.92%
10-411-412	Human Resources	345,813	80,848	264,965	76.62%
10-411-413	Procurement & Vehicle Maintenance	589,131	162,259	426,872	72.46%
10-411-414	Administrative Services	399,454	107,775	291,679	73.02%
10-411-415	Treasurer	1,224,670	282,083	942,587	76.97%
10-411-416	Auditor	465,256	100,848	364,408	78.32%
10-411-417	Tax Assessor	1,301,398	275,169	1,026,229	78.86%
10-411-418	Planning and Building	2,084,547	359,187	1,725,360	82.77%
10-411-419	Complex	1,186,224	295,629	890,595	75.08%
10-411-420	Facilities Management	735,247	148,056	587,191	79.86%
10-411-427	Information Technology	1,560,218	306,049	1,254,169	80.38%
10-411-446	Veteran's Affairs	148,551	33,251	115,300	77.62%
10-411-480	Senior Citizen Centers	327,008	29,624	297,384	90.94%
10-411-485	General Direct Assistance	217,996	109,550	108,446	49.75%
10-411-488	Contingency	999,010	90,250	908,760	90.97%
10-411-489	Employee Non-Departmental	399,502	169,582	229,920	57.55%
10-421-421	Sheriff's Office	15,422,473	3,966,174	11,456,299	74.28%
10-421-422	Emergency Management	2,466,321	572,836	1,893,485	76.77%
10-421-481	Rural Fire Departments	15,140	986	14,154	93.49%
10-451-423	EMS	4,411,492	811,603	3,599,889	81.60%
10-451-424	Rescue Squads	537,798	90,488	447,310	83.17%
10-451-425	Coroner	282,034	54,058	227,976	80.83%
10-451-441	Health Department	80,934	23,390	57,545	71.10%
10-451-442	Environmental Services	733,706	144,508	589,198	80.30%
10-451-485	Health Direct Assistance	14,502	2,052	12,450	85.85%
10-461-485	Welfare - MIAP & DSS	427,134	168,658	258,476	60.51%
10-471-451	Recreation	1,784,270	544,944	1,239,326	69.46%
10-471-455	County Library	3,569,732	828,826	2,740,906	76.78%
10-481-485	Literacy Council	4,515	-	4,515	100.00%
TOTAL		50,501,330	11,750,546	38,750,784	76.73%

Percent of Fiscal Year Remaining = 75.00%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY13
7/1/12 TO 09/30/12**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	35,540,067	30,155,675	5,384,392	15.15%
Licenses & Permits	1,329,750	286,649	1,043,101	78.44%
Fines & Fees	3,240,000	745,801	2,494,199	76.98%
Intergovernmental	5,926,783	67,046	5,859,737	98.87%
Sales and Other Functional	5,418,050	599,515	4,818,535	88.93%
Miscellaneous	499,000	52,674	446,326	89.44%
Operating Transfers	(1,452,343)	-	(1,452,343)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	50,501,307	31,907,360	18,593,947	36.82%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/12 TO 09/30/12**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,723,817	3,315,090	408,727	10.98%	3,723,817	230,637	3,493,180	93.81%
112 Economic Development Partnership Fund	436,079	95,000	341,079	78.22%	436,079	53,853	382,226	87.65%
123 Local Accommodations Tax Fund	2,508,780	774,530	1,734,250	69.13%	2,508,780	275,315	2,233,465	89.03%
124 Local Hospitality Tax Fund	738,955	127,149	611,806	82.79%	738,955	261,802	477,153	64.57%
131 District Utility Allocation Fund	2,000,000	21,131	1,978,869	98.94%	2,000,000	2,000,000	-	0.00%
132 District Infrastructure Allocation Fund	1,315,000	53,014	1,261,986	95.97%	1,315,000	1,000,000	315,000	23.95%
151 Law Library Fund	87,787	3,663	84,124	95.83%	87,787	10,038	77,749	88.57%
153 Road System Maintenance Fee Fund	3,098,767	558,503	2,540,264	81.98%	3,098,767	716,257	2,382,510	76.89%
154 Victim/Witness Assistance Fund	192,119	42,958	149,161	77.64%	192,119	43,572	148,547	77.32%
421 Landfill Fund	4,131,276	706,226	3,425,050	82.91%	4,131,276	164,753	3,966,523	96.01%
431 E911 System Fund	486,254	58,795	427,459	87.91%	486,254	110,988	375,266	77.17%
TOTALS:	18,718,834	5,756,059	12,962,775	69.25%	18,718,834	4,867,215	13,851,619	74.00%

Percent of Fiscal Year Remaining: 75.00%

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

\$ 114,845,124

**Florence County Council
District Allocation Balances
September 30, 2012**

Council District #	Type of Allocation	Beginning Budget FY12	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	162,165.00	2,000.00	160,165.00
	Paving	167,125.00	-	167,125.00
	Utility	253,623.00	-	253,623.00
	In-Kind	19,800.00	21.00	19,779.00
2	Infrastructure	35,000.00	-	35,000.00
	Paving	201,465.00	3,564.00	197,901.00
	Utility	51,364.00	983.00	50,381.00
	In-Kind	19,800.00	-	19,800.00
3	Infrastructure	35,000.00	20,000.00	15,000.00
	Paving	211,878.00	-	211,878.00
	Utility	106,697.00	35,983.00	70,714.00
	In-Kind	19,800.00	-	19,800.00
4	Infrastructure	178,531.00	1,583.00	176,948.00
	Paving	100,998.00	30,180.00	70,818.00
	Utility	75,586.00	-	75,586.00
	In-Kind	19,800.00	-	19,800.00
5	Infrastructure	41,128.00	(17.00)	41,145.00
	Paving	99,387.00	-	99,387.00
	Utility	25,549.00	-	25,549.00
	In-Kind	19,800.00	98.00	19,702.00
6	Infrastructure	264,268.00	7,983.00	256,285.00
	Paving	252,910.00	-	252,910.00
	Utility	343,770.00	24,007.00	319,763.00
	In-Kind	19,800.00	3,248.00	16,552.00
7	Infrastructure	62,347.00	1,633.00	60,714.00
	Paving	211,021.00	-	211,021.00
	Utility	299,978.00	-	299,978.00
	In-Kind	19,800.00	-	19,800.00
8	Infrastructure	178,520.00	-	178,520.00
	Paving	78,485.00	-	78,485.00
	Utility	38,702.00	(17.00)	38,719.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	75,081.00	(17.00)	75,098.00
	Paving	110,303.00	61,625.00	48,678.00
	Utility	122,962.00	-	122,962.00
	In-Kind	19,800.00	-	19,800.00

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

**FLORENCE COUNTY FORWARD
CAPITAL PROJECT SALES TAX**

As of September 30, 2012

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 710,297.09	\$ 1,224,967.80	\$ 14,229,979.96	\$ 16,165,244.85	\$ 1,511,523.15	91.45%
US 378 Widening	\$ 138,751,620.00	\$ 4,472,586.09	\$ 3,720,921.68	\$ 244,763.76	\$ 8,438,271.53	\$ 130,313,348.47	6.08%
US 76 Widening	\$ 31,641,621.00	\$ 2,194,835.07	\$ 1,709,025.38	\$ 3,562.16	\$ 3,907,422.61	\$ 27,734,198.39	12.35%
TV Road Widening	\$ 34,519,290.00	\$ 1,955,737.88	\$ 1,837,495.83	\$ 59,707.50	\$ 3,852,941.21	\$ 30,666,348.79	11.16%
SC 51 Widening	\$ 151,533,817.00	\$ 2,204,109.98	\$ 17,663.96	\$ 4,924.24	\$ 2,226,698.18	\$ 149,307,118.82	1.47%
US 301 Bypass Extension	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	0.00%
	\$ 447,587,262.00	\$ 11,537,566.11	\$ 8,510,074.65	\$ 14,542,937.62	\$ 34,590,578.38	\$ 412,996,683.62	7.73%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 107,370,013.41		
Sales Tax Interest Earnings	\$ -				\$ 7,475,110.85	\$ 40,629,986.59	77.60%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 229,690,248.52	\$ 20,309,751.48	91.88%
	\$ 398,000,000.00				\$ 344,535,372.78	\$ 60,939,738.07	86.57%

NOTE 1: Revenue Received/Earned to Date is as of September 30, 2012, since capital project sales tax is received from the state on a quarterly basis.

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

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Public Works
Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Award Of Bid #07-12/13 For A Motorgrader To Blanchard Machinery Company, Florence, SC In The Amount Of \$228,131.64 to be funded from FY13 departmental funds (*Compliant Bid*).

POINTS TO CONSIDER:

- 1) Bid #07-12/13 was publicly offered.
- 2) Three (3) bids were received; one (1) bid was compliant.
- 3) Blanchard Machinery Company, Florence, SC was the lowest compliant bidder for the motorgrader in the amount of \$228,131.64.
- 4) Public Works Director recommends the award.
- 5) The bid expires December 22, 2012.

FUNDING FACTORS:

- 1) \$228,131.64 = Total cost of the motorgrader for the Public Works Department to be funded from FY 13 departmental funds.

OPTIONS:

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

ATTACHMENTS:

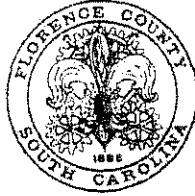
- 1) Bid Tabulation Sheet.
- 2) Letter of recommendation from Public Works Director.

Dept: Florence County Public Works
 (1) One 2013 Motorgrader
 Invitation to Bid # 7-12/13

Bid Opening Date: 10-22-2012
 Time: 11:00 AM
 Advertisement Dates: SCBO 10-8-12 MN 10-7-12
 Invitation to Bids Distributed:
 Bid Expiration Date: December 22, 2012

Name of Bidder	Base Bid	Sales Tax	Meets Specs	Total Bid	Total Non-Local (+2%)
Blanchard Machinery Company Florence, SC	\$211,233.00	16,898.64	Yes	\$228,131.64	
Flint Equipment Company Aynor, SC	\$192,347.00	15,389.92	No	\$207,736.92	\$211,891.66
Hills Machinery Co. LLC N. Charleston, SC	\$167,000.00	13,360.00	No	\$180,360.00	\$183,967.20

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



FLORENCE COUNTY
Public Works Department

Arthur C. Gregg, Jr.
Public Works Director

MEMORANDUM

TO: Suzanne King, Administrative Services Director

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

DATE: October 24, 2012

RE: Recommendation to Award Bid #7-12/13

It is my recommendation to award Bid #7-12/13 (2013 Caterpillar, Model 12M2) to Blanchard Machinery Co., Florence, SC in the amount of \$228,131.64.

ACG,JR/ig

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Sheriff's Office
Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize An Upgrade To The Existing Telephone System At The Florence County Law Enforcement Center From The Current Vendor, TelCom System, Utilizing \$53,985.45 In FY 13 Sheriff's Office Budgeted Funds.

POINTS TO CONSIDER:

1. TelCom System is the provider of the current telephone system at the Florence County Law Enforcement Center.
2. The current telephone system was installed in 1999 and the I Series System was phased out in 2005. New phones or cards cannot be purchased for the current telephone system and phones are being re-furbished due to lack of availability of parts.
3. The Sheriff is requesting that the system be upgraded by the current vendor, TelCom in order to utilize the existing wiring and some of the equipment currently installed. The cost of the upgrade is \$67,814.00.
4. TelCom will buy back the existing phones as part of the upgrade to the system in the amount of \$13,828.55.
5. TelCom is providing a five year warranty at no cost to the County.

FUNDING FACTORS:

\$53,985.45 = Net cost of the upgrade to the existing telephone system to be funded from FY 13 departmental funds. Total cost of upgrade is \$67,814.00 and discount for purchase of existing equipment is \$13,828.55.

OPTIONS:

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

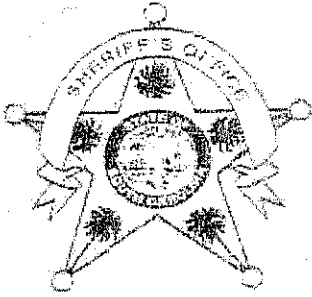
ATTACHMENTS:

1. Quote from TelCom.
2. Letter of Request from Florence County Sheriff.

Florence County Law Enforcement
 6719 Friendfield Road
 Effingham, SC 29501

NEC SV8100 Univerge Communications Server and 16 Port Voicemail Upgrade		
Quantity	Description	
1	SV8100 Communications Server equipped for 157 digital stations and 32 lines	
1	8 Port Voicemail/Auto Attendant with Email Notification	
155	12 Button Digital Display @ \$242.00 each	
10	24 Button Digital Display @ \$278.00 each	
124	UC Desktop Suite	
	Mobile Messaging Notification	
	Total Communication System Upgrade	\$67,814.00
	Discount for purchase of existing equipment	(\$13,828.55)
	Total Cost after Discounts	\$53,985.45

Price includes all parts and labor for a complete and professional installation. Price also includes 5 year warranty on parts and labor. Maintenance contract will be \$0 for 5 years after the cut date of the upgrade as part of the warranty.



FLORENCE COUNTY SHERIFF'S OFFICE

Kennedy Boone, Sheriff

November 1, 2012

Suzanne King
Administrative Services Director
Florence County
180 North Irby Street
Florence, South Carolina 29501

Dear Mrs. King:

Our current telephone system was installed in 1999 and the J Series System was phased out in 2005. We are unable to purchase new phones or cards and the existing system needs upgrading. We would like to request that Council approve the upgrade with the current vendor because it will allow us to utilize the existing wiring and some of the equipment. The upgrade will be consistent with the operations of our current system and voice mail is compatible.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William Kennedy Boone".

William Kennedy Boone
Florence County Sheriff

WKB:bc

Florence County Council Meeting
November 15, 2012

AGENDA ITEM: Other Business
Infrastructure Project
Requested by Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$10,000 From Council District 1 Infrastructure Funding Allocation To Assist The Lake City Police Department With The Establishment Of A Shooting Range; To Include Construction Of A Safe Target Area With Stands, A Shelter For Shooting, Secure Storage and Paved Access Areas.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Signed:


K. G. Rusty Smith, Jr.

Date:

ATTACHMENTS:

Letter of request from Lake City Police Department

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



LAKE CITY POLICE DEPARTMENT

BILLY BROWN
Chief of Police

November 2, 2012

Chairman K.G. "Rusty" Smith
Florence County Council
PO Box 369
Lake City, SC 29560

Dear Chairman Smith:

The Lake City Police Department is in dire need of a shooting range to meet the necessary training requirements for our certified police officers. The existing shooting range, located in Williamsburg County, has become inaccessible and is in a state of disrepair. The City has determined a more suitable site located on property owned by the City of Lake City within the city limits.

This new range needs to include a safe target area with stands, a shelter for shooting, secure storage, and paved access areas. In order to accomplish this project, we are requesting funding in the amount of \$10,000 from Florence County Council.

Your assistance in this matter is greatly appreciated.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Billy Brown".

Lev Billy Brown
Chief, Lake City Police Department

Florence County Council Meeting
November 15, 2012

AGENDA ITEM: Other Business
Infrastructure/Utility Project
Requested by Council District 8

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Authorize The County Attorney To Enter Into Negotiations To Purchase Properties Adjacent To The Florence National Cemetery Owned By Deborah Artis To Expand The Cemetery, In An Amount Not To Exceed \$150,000; Authorize The County Administrator To Execute An Option To Purchase Real Estate; And Approve The Expenditure From Council Districts' Infrastructure/Utility Funding Allocations As Indicated Below.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance Fee XXX Utility

Requested by Councilmember: James T. Schofield, District 8

Amount: \$ _____ \$ _____ \$ _____

Signed: _____
 K. G. Rusty Smith, Jr. Roger M. Poston Alphonso Bradley

Amount: \$ _____ \$ _____ \$ _____

Signed: _____
 Mitchell Kirby Vacant Russell W. Culberson

Amount: \$ _____ \$ _____ \$ _____

Signed: _____
 Waymon Mumford James T. Schofield H. Morris Anderson

Date: _____

ATTACHMENTS:

List of Property for consideration and Legal Description

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

Deborah Artis Lots in East Florence

Lot #	Street	Tax Map #
1	616 Gaillard	90104-10-07
3	620 Gaillard	90104-10-009
4	622 Gaillard	90104-10-010
/5 pt4	624 Gaillard	90104-10-011
5	626 Gaillard	90104-10-013
6	628 Gaillard	90104-10-013
.16	706 Gaillard	90104-11-003
17	708 Gaillard	90104-11-003
22	625 E. National Cemetery Rd.	90104-11-006
23	627 E. Nat. Cem.	90104-11-007
67	701 E. Nat. Cem. Also shown as	90104-12-006
68	703 E. Nat. Cem. 716 Stockade	90104-12-006
69	705 E. Nat. Cem.	90104-12-007
26	615 Stockade(AKA Howard)	90104-10-028
28	619 Stockade	90104-10-026
29	621 Stockade	90104-10-025
30	623 Stockade	90104-10-024
41	707 Stockade	90104-11-010
42	709 Stockade	90104-11-010
48	604 Stockade	90119-03-003
50,51	612 Stockade	90119-03-005
52,53	616 Stockade	90119-03-005
63,64	708 & 710 Stockade	90104-12-004
112	808 Ervin	90119-07-017
114	814 Ervin	90119-07-015
115	816 Ervin	90119-07-014
70	601 Shoboe	90119-03-019
74	611 Shoboe	90119-03-017
76	615 Shoboe	90119-03-015

32 lots total

THIS PROPERTY DESIGNATED AS
MAP 90104 BLOCK 10 PARCEL 010
ON FLORIDA COUNTY TAX MAPS
SPLIT FROM _____

FLORIDA COUNTY TAX ASSESSOR
OWNERSHIP CHANGES LEGAL DESCRIPTION
SUBJECT TO RECORDING

Lot Number Four, 622 South Gaillard Street.

Fronting on the West Twenty-five (25) Feet on South Gaillard Street, Bounded on the North One Hundred Fifty (150) Feet by Lot Number Three, 620 South Gaillard Street, now or formerly owned by Victor Paul Davis MBP#90104-10-009, on the East Twenty-five (25) Feet by an alley running North to South Parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), And on the South One Hundred Fifty (150) Feet by Lot number Five, 624 South Gaillard Street, now or formerly owned by Bessie C. Mullins MBP#90104-10-011.

Lot Number Twenty-two, 625 East National Cemetery Road (Highway 311 East)
Fronting on the South Fifty (50) Feet by East National Cemetery Road (Highway 311 East), Bounded on the West One Hundred Eighty-two (182.2) and Two/Tenths Feet Lot number Twenty-one, 623 East National Cemetery Road (Highway 311 East), now or formerly owned by Loretta Huerta MBP# 90104-11-005, On the North Fifty (50) Feet by Lot number nineteen, 712 South Gaillard Street, now or formerly owned by Mary L. Ford MBP# 90104-11-004, And on the East One Hundred Eighty-eight (188.3) and Three/Tenths by an Alley running North to South Parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street).

Lot Number Twenty three, 627 East National Cemetery Road (Highway 311 East)
Fronting on the South Fifty (50) Feet by East National Cemetery Road (Highway 311 East), Bounded on the West One Hundred Forty (140.3) and Three/Tenths Feet by an Alley running North to South Parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), On the North Fifty (50) Feet by Lot number Forty-five, 715 Stockade Street (formerly named Howard Street), now or formerly owned by Leon Y. Gandy and Edith G. Greenidge MBP#90104-11-008, And on the East One Hundred Forty-six (146.4) and Four/Tenths Feet by Lot number Twenty-four, 629 East National Cemetery Road (Highway 311 East), now or formerly owned by Leon Y. Gandy and Edith G. Greenidge MBP#90104-11-008.

Lot Number Sixty-three, 708 Stockade Street (formerly named Howard Street)
Fronting on the West Fifty (50) Feet by Stockade Street (formerly named Howard Street), Bounded on the North One Hundred Seventy (170.2) and Two/Tenths Feet by Lot number Sixty-two, 706 Stockade Street (formerly named Howard Street), now or formerly owned by Leon Y. Gandy MBP#90119-07-001, And on the South One Hundred Sixty-eight (168.8) and Eight/Tenths Feet by Lot number Sixty-four, 710 Stockade Street (formerly named Howard Street), now or formerly owned by, Maria Lee Ridley MBP#90104-12-004.

Lot Number Sixty-four, 710 Stockade Street (formerly named Howard Street)
Fronting on the West Fifty (50) Feet by Stockade Street (formerly named Howard Street), Bounded on the North One Hundred Sixty-eight (168.8) and Eight/Tenths Feet by Lot number Sixty-three, 708 Stockade Street (formerly named Howard Street), now or formerly owned by Maria Lee Ridley MBP#90104-12-004, On the East Fifty (50) Feet by The National Cemetery MBP#90119-07-001, And on the South One Hundred Sixty-seven (167.2) and Two/Tenths Feet by Lot number Sixty-five, 712 Stockade Street (formerly named Howard Street), now or formerly owned by Loretta Huerta MBP#90104-12-005.

THIS PROPERTY DESIGNATED AS
MAP 90104 BLOCK 11 PARCEL 006, 007
ON FLORIDA COUNTY TAX MAPS
SPLIT FROM _____

FLORIDA COUNTY TAX ASSESSOR
OWNERSHIP CHANGES
SUBJECT TO RECORDING

THIS PROPERTY DESIGNATED AS
MAP 90104 BLOCK 12 PARCEL 004
ON FLORIDA COUNTY TAX MAPS
SPLIT FROM _____
FLORIDA COUNTY TAX ASSESSOR

THIS PROPERTY DESIGNATED AS
MAP 90119 BLOCK 07 PARCEL 014,017
ON FLORENCE COUNTY TAX MAPS
SPLIT FROM _____
FLORENCE COUNTY TAX ASSOCIATOR
OWNERSHIP CHANGES

THIS PROPERTY DESIGNATED AS
MAP 90104 BLOCK 10 PARCEL 011,012
ON FLORENCE COUNTY TAX MAPS (deleted)
SPLIT FROM _____
FLORENCE COUNTY TAX ASSOCIATOR
OWNERSHIP CHANGES

^{SUBJECT TO RECORDING}
Lot Number One Hundred Twelve, 810 Ervin Street
Fronting on the North Fifty (50) Feet by Ervin Street, Bounded on the East One Hundred Eighty-one (181.2) and Two/Tenths Feet by Lot number One Hundred Thirteen, 810 Ervin Street, now or formerly owned by Mary I. Ford MBP#90119-07-016, On the South Fifty (50) Feet by The National Cemetery, MBP#90119-07-001, And on the West One Hundred Eighty-two (182.2) and Two/Tenths Feet by Lot number One Hundred Eleven, 806 Ervin Street, now or formerly owned by Leon Y. Gandy MBP#90119-07-018.

Lot Number One Hundred Fifteen, 816 Ervin Street
Fronting on the North Fifty (50) Feet by Ervin Street, Bounded on the East One Hundred Eighty-four (184.2) Feet by Lot number One Hundred Sixteen, 818 Ervin Street, now or formerly owned by Loretta Huerta MBP#90119-07-013, On the South Fifty (50) Feet by The National Cemetery MBP#90119-07-001, And on the West One Hundred Eighty-three (183.2) and Two/Tenths Feet by Lot number One Hundred Fourteen, 814 Ervin Street, now or formerly owned by Bessie C. Mullins MBP#90119-07-015.

These being portions of the property conveyed to Hilda E. Gulley by Deed recorded in Deed Book A628, Page 508 in the Office of the Clerk of Court for Florence County.

Florence County TMS#

THIS PROPERTY DESIGNATED AS
MAP 90104 BLOCK 11 PARCEL 003
ON FLORENCE COUNTY TAX MAPS
SPLIT FROM _____
FLORENCE COUNTY TAX ASSOCIATOR
OWNERSHIP CHANGES

AND

Lot Number Four (Southern Half) & Lot Number Five (Northern Half), 624 South Gaillard Street.

Fronting on the West Fifty (50) Feet by South Gaillard Street, Bounded on the North One Hundred Fifty (150) Feet by Lot number Four (Northern Half), 622 South Gaillard Street, now or formerly owned by Maria Lee Ridley MBP#90104-10-010, On the East Fifty (50) Feet by an Alley running North to South parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), and on the South One Hundred Fifty (150) Feet by Lot number Five (Southern Half), 626 South Gaillard Street, now or formerly owned by Bessie C. Mullins MBP#90104-10-012.

Lot Number Five (Southern Half), 626 South Gaillard Street.

Fronting on the West Twenty-five (25) Feet by South Gaillard Street, Bounded on the North One Hundred Fifty (150) Feet by Lot number Five (Northern Half), 624 South Gaillard Street, now or formerly owned by Bessie C. Mullins MBP#90104-10-011, On the East Twenty-five (25) Feet by an Alley running North to South parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), and on the South One Hundred Fifty (150) Feet by Lot number Six, 628 South Gaillard Street, now or formerly owned by Victor Paul Davis MBP#90104-10-013.

Lot Number Sixteen, 706 South Gaillard Street.

Fronting on the West Fifty (50) Feet by South Gaillard Street, Bounded on the North One Hundred Fifty (150) Feet by Lot number Fifteen, 704 South Gaillard Street, now or formerly owned by Loretta Huerta MBP#90104-11-002, On the East Fifty (50) Feet by an Alley running North to South parallel with and between South Gaillard Street and Stockade Street

(formerly named Howard Street), and on the South One Hundred Fifty (150) Feet by Lot number Seventeen, 708 South Gaillard Street, now or formerly owned by Bessie C. Mullins MBP#90104-11-003.

Lot Number Seventeen, 708 South Gaillard Street.

Fronting on the West Fifty (50) Feet by South Gaillard Street, Bounded on the North One Hundred Fifty (150) Feet by Lot number Sixteen, 706 South Gaillard Street, now or formerly owned by Bessie C. Mullins MBP#90104-11-003, On the East Fifty (50) Feet by an Alley running North to South parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), and on the South One Hundred Fifty (150) Feet by Lot number Eighteen, 710 South Gaillard Street, now or formerly owned by Mary I. Ford MBP#90104-11-004.

Lot Number Forty-one, 707 Stockade Street (formerly named Howard Street).

Fronting on the East Fifty (50) Feet by Stockade Street (formerly named Howard Street), Bounded on the South One Hundred Fifty (150) Feet by Lot number Forty-two, 709 Stockade Street (formerly named Howard Street), now or formerly owned by Bessie C. Mullins MBP#90104-11-010, On the West Fifty (50) Feet by an Alley running North to South parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), and on the North One Hundred Fifty (150) Feet by Lot number Forty, 705 Stockade Street (formerly named Howard Street), now or formerly owned by Loretta Huerta MBP#90104-11-011.

Lot Number Forty-two, 709 Stockade Street (formerly named Howard Street).

Fronting on the East Fifty (50) Feet by Stockade Street (formerly named Howard Street), Bounded on the South One Hundred Fifty (150) Feet by Lot number Forty-three, 711 Stockade Street (formerly named Howard Street), now or formerly owned by Mary I. Ford MBP#90104-11-009, On the West Fifty (50) Feet by an Alley running North to South parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), and on the North One Hundred Fifty (150) Feet by Lot number Forty-one, 707 Stockade Street (formerly named Howard Street), now or formerly owned by Bessie C. Mullins MBP#90104-11-010.

Lot Number Fifty-three, 616 Stockade Street (formerly named Howard Street).

Fronting on the West Fifty (50) Feet by Stockade Street (formerly named Howard Street), Bounded on the North One Hundred Fifty (150) Feet by Lot number Fifty-two, 614 Stockade Street (formerly named Howard Street), now or formerly owned by Victor Paul Harris MBP#90119-03-006, On the East Fifty (50) Feet by an Alley running North to South parallel with and between Stockade Street (formerly named Howard Street) and Shouboe Street, and on the South One Hundred Fifty (150) Feet by Lot number Fifty-four, 618 Stockade Street (formerly named Howard Street), now or formerly owned by Leonard M. Cummings MBP#90119-03-008.

Lot Number Seventy-four, 611 Shouboe Street.

Fronting on the West Fifty (50) Feet by Shouboe Street, Bounded on the South One Hundred Fifty (150) Feet by Lot number Seventy-five, 313 Shouboe Street, now or formerly owned by Edith G. Greenidge & Leon Y. Gandy, Jr. MBP#90119-03-016, On the West Fifty (50) Feet by an Alley running North to South parallel with and between Stockade Street

THIS PROPERTY DESIGNATED AS
MAP BLOCK 11 PARCEL 019
COURT ORDER RECOUNTY TAX MAPS
SPLIT FROM
FLOOR OF COUNTY TAX ASSESSOR

THIS PROPERTY DESIGNATED AS
MAP BLOCK 63 PARCEL 005
COURT ORDER RECOUNTY TAX MAPS (deduct out)
SPLIT FROM
FLOOR OF COUNTY TAX ASSESSOR

THIS PROPERTY PERSONALTY TAX
MAP 90119 BLOCK 07 PARCEL 015
OFFICE OF FLORENCE COUNTY TAX MAPS
SPLIT FROM _____
FLORENCE COUNTY TAX ASSESSOR

(formerly named Howard Street) and Shouhoc Street, and on the North One Hundred Fifty (150) Feet by Lot number Seventy-three, 609 Shouhoc Street, now or formerly owned by Mary I. Ford MBP#90119-03-018.

Lot Number One Hundred Fourteen, 814 Ervin Street
Fronting on the North Fifty (50) Feet by Ervin Street, Bounded on the East One Hundred Eighty-three and Two/Tenths (183.2) Feet by Lot number One Hundred Fifteen, 816 Ervin Street, now or formerly owned by Maria Lee Ridley MBP#90119-07-014, On the South Fifty (50) Feet by The National Cemetery 90119-07-001, and on the West One Hundred Eighty-two and Two/Tenths (182.2) Feet by Lot number One Hundred Thirteen, 810 Ervin Street, now or formerly owned by Mary I. Ford MBP#90119-07-016.

These being portions of the property conveyed to Felton and Hilda E. Gulley by Deed recorded August 22, 1989 in Deed Book A308, Page 1900 in the Office of the Clerk of Court for Florence County.

Florence County TMS#

THIS PROPERTY PERSONALTY TAX
MAP 90104 BLOCK 10 PARCEL 007,009
OFFICE OF FLORENCE COUNTY TAX MAPS
SPLIT FROM _____
FLORENCE COUNTY TAX ASSESSOR

AND

Lot Number One, 616 South Gaillard Street/MBP#90104-10-007 Fronting on the West Sixty (60) Feet by South Gaillard Street, Bounded on the North One Hundred Fifty-five (155) Feet [an uneven line] by 610-614 South Gaillard Street, now or formerly owned by Loretta Huerta MBP#90104-10-006, On the East by an Alley which runs North to South parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), and on the South One Hundred Fifty (150) Feet by Lot number Two, 618 South Gaillard Street, now or formerly owned by Lucy Fordham MBP#90104-10-008.

Lot Number Three, 620 South Gaillard Street/MBP#90104-10-009 Fronting on the West Fifty (50) Feet by South Gaillard Street, Bounded on the North One Hundred Fifty (150) Feet by Lot number Two, 618 South Gaillard Street, now or formerly owned by Lucy Fordham MBP#90104-10-008, On the East Fifty (50) Feet by an Alley running parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), and on the South One Hundred Fifty (150) Feet by the Northern One-Half of Lot number Four, 622 South Gaillard Street, now or formerly owned by Maria Lee Ridley MBP#90104-10-010.

Lot Number Six, 628 South Gaillard Street/MBP#90104-10-013 Fronting on the West Fifty (50) Feet by South Gaillard Street, Bounded on the North One Hundred Fifty (150) Feet by the Southern One-Half of Lot number Five, 626 South Gaillard Street, now or formerly owned by Bessie C. Mullins, MBP#90104-10-012, On the East Fifty (50) Feet by an Alley running parallel with & between South Gaillard Street and Stockade Street (formerly named Howard Street), on the South One Hundred Fifty (150) Feet by the Northern One-Half of Lot number Seven, 630 South Gaillard Street, now or formerly owned by Esther Donella Cummings MBP#90104 10-014.

Lot Number Sixty-seven, 701 East National Cemetery Road (Highway 311 East)/MBP#90104-12-006 Fronting on the South Fifty (50) Feet by East National Cemetery Road (Highway 311 East), Bounded on the West One Hundred Sixty-four (164.7) and

THIS PROPERTY PERSONALTY TAX
MAP 90104 BLOCK 10 PARCEL 013
OFFICE OF FLORENCE COUNTY TAX MAPS
SPLIT FROM _____
FLORENCE COUNTY TAX ASSESSOR

Seven/Tenths Feet by Stockade Street (formerly named Howard Street), On the North Fifty (50) Feet by Lot number Sixty-six, 714 Stockade Street (formerly named Howard Street), now or formerly owned by Loretta Huerta MBP#90104-12-005, and on the East One Hundred Seventy (170.8) & Eight/Tenths Feet by Lot number Sixty-eight, 703 East National Cemetery Road (Highway 311 East), now or formerly owned by Moses F. Mullins MBP#90104-12-006.

Lot Number Sixty-eight, 703 East National Cemetery Road (Highway 311 East)/MBP#90104-12-006 Fronting on the South Fifty (50) Feet by East National Cemetery Road (Highway 311 East), Bounded on the West One Hundred Seventy (170.8) and Eight/Tenths by Lot number Sixty-seven, 701 East National Cemetery Road (Highway 311 East), now or formerly owned by Moses F. Mullins MBP#90104-12-006, On the North Fifty (50) Feet by Lot number Sixty-six, 714 Stockade Street (formerly named Howard Street), now or formerly owned by Loretta Huerta MBP#90104-12-005, and on the East One Hundred Seventy-six (176.9) and Nine/Tenths Feet by Lot number Sixty-nine, 705 East National Cemetery Road (Highway 311 East), now or formerly owned by Moses F. Mullins MBP#90104-12-007.

Lot Number Sixty-nine, 705 East National Cemetery Road (Highway 311 East)/MBP#90104-12-007 Fronting on the South Fifty-five (55) Feet by East National Cemetery Road (Highway 311 East), Bounded on the West One Hundred Seventy-six (176.9) and Nine/Tenths Feet by Lot number Sixty-eight, 703 East National Cemetery Road (Highway 311 East), now or formerly owned by Moses F. Mullins MBP#90104-12-006, on the North Sixty-four (64) & Eight/Tenths Feet by Lot number Sixty-six, 714 Stockade Street (formerly named Howard Street), now or formerly owned by Loretta Huerta MBP#90104-12-005, and on the East One Hundred Eighty-five (185.5) and Five/Tenths Feet by The National Cemetery MBP#90119-07-001.

These being the same properties conveyed to Hilda E. Gulley by Deed recorded April 17, 1990 in the Office of the Clerk of Court for Florence County in Deed Book A320, Page 759.

Florence County TMS#

AND

Lot Number Twenty-six, 615 Stockade Street (formerly named Howard Street)/MBP#90104-10-028.

Fronting on the East One Hundred Ten (110) Feet by Stockade Street (formerly named Howard Street), Bounded on the South One Hundred Fifty (150) Feet by Lot number Twenty-seven, 617 Stockade Street (formerly named Howard Street), now or formerly owned by Leon Y. Gandy and Edith G. Greenidge MBP#90104-10-027, On the West Ninety-five (95) Feet by an Alley running North to South parallel with & between South Gaillard Street and Stockade Street (formerly named Howard Street), on the North One Hundred Fifty-five (155) Feet [an uneven line] by property now or formerly owned by Loretta Huerta and identified as MBP#90104-10-029 [15631.25 SF].

Lot Number Twenty-eight, 619 Stockade Street (formerly named Howard Street)/MBP#90104-10-026.

THE PROPERTY DESCRIBED IS
 PARCEL 12 PARCEL 006, 4007
 90104
 FLORENCE COUNTY TAX MAPS
 FLORENCE COUNTY TAX ASSESSOR
 PARCEL 10 PARCEL 026, 026
 90104
 FLORENCE COUNTY TAX MAPS
 FLORENCE COUNTY TAX ASSESSOR

FLORENCE COUNTY TAX ASSESSOR

Fronting on the East Fifty (50) Feet by Stockade Street (formerly named Howard Street), Bounded on the South One Hundred Fifty (150) Feet by Lot number Twenty-nine, 621 Stockade Street (formerly named Howard Street), now or formerly owned by Moses F. Mullins MBP#90104-10-025, On the West Fifty (50) Feet by an Alley running parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), on the North One Hundred Fifty (150) Feet by Lot number Twenty-seven, 617 Stockade Street (formerly named Howard Street), now or formerly owned by Leon Y. Gandy and Edith G. Greenidge MBP#90119-10-027.

Lot Number Twenty-nine, 621 Stockade Street (formerly named Howard Street)/MBP#90104-10-025.

Fronting on the East Fifty (50) feet by Stockade Street (formerly named Howard Street), Bounded on the South One Hundred Fifty (150) Feet by Lot number Thirty, 623 Stockade Street (formerly named Howard Street), now or formerly owned by Moses F. Mullins MBP#90104-10-024, On the West Fifty (50) Feet by an Alley which runs North to South parallel with and between Stockade Street (formerly named Howard Street) and Shouboe Street, and on the North One Hundred Fifty (150) Feet by Lot number Twenty-eight, 619 Stockade Street (formerly named Howard Street), now or formerly owned by Moses F. Mullins MBP#90104-10-026.

Lot Number Thirty, 623 Stockade Street (formerly named Howard Street)/MBP#90104-10-024.

Fronting on the East Fifty (50) feet by Stockade Street (formerly named Howard Street), Bounded on the South One Hundred Fifty (150) Feet by Lot number Thirty-one, 625 Stockade Street (formerly named Howard Street), now or formerly owned by Donella Esther Cummings MBP#90104-10-023, On the West Fifty (50) Feet by an Alley which running parallel with and between South Gaillard Street and Stockade Street (formerly named Howard Street), on the North One Hundred Fifty (150) Feet by Lot number Twenty-nine, 621 Stockade Street (formerly named Howard Street), now or formerly owned by Moses F. Mullins MBP#90104-10-025.

Lot Number Forty-eight, 604 Stockade Street (formerly named Howard Street)/MBP#90119-03-003.

Fronting on the West Fifty (50) feet by Stockade Street (formerly named Howard Street), Bounded on the North One Hundred Fifty (150) Feet by Lot number Forty-seven, 602 Stockade Street (formerly named Howard Street), now or formerly owned by Mary I. Ford MBP#90119-03-002, On the East Fifty (50) Feet by an Alley running parallel with & between Stockade Street (formerly named Howard Street) and Shouboe Street, on the South One Hundred Fifty (150) Feet by Lot number Forty-nine, 606 Stockade Street (formerly named Howard Street), now or formerly owned by Heirs of Lem Mullins MBP#90119-03-004.

Lot Number Fifty-two, 612 Stockade Street (formerly named Howard Street)/MBP#90119-03-006.

Fronting on the West Fifty (50) feet by Stockade Street (formerly named Howard Street), Bounded on the North One Hundred Fifty (150) Feet by Lot number Fifty-one, 610 Stockade Street (formerly named Howard Street), now or formerly owned by Moses F. Mullins MBP#90119-03-005, On the East Fifty (50) Feet by an Alley which running parallel

THIS PROPERTY IS IDENTIFIED AS
MAP 90114 BLOCK 03 PARCEL 003,006 (deleted)
GRIT OFFICE COUNTY TAX MAPS
SPLIT FROM
FLORENCE COUNTY TAX ASSESSOR
RECORDED

THIS PROPERTY DESIGNATED AS
MAP 90119 BLOCK 03 PARCEL 019,015
FLORENCE COUNTY TAX MAPS
SPLIT FROM _____

with and between Stockade Street (formerly named Howard Street) and Shouboe Street, on the South One Hundred Fifty (150) Feet by Lot number Fifty-three, 614 Stockade Street (formerly named Howard Street), now or formerly owned by Bessie C. Williams MBP#90119-03-007.

Lot Number Seventy, 601 Shouboe Street/MBP#90119-03-019.
Fronting on the East Eighty-three (83) feet more or less by Shouboe Street, Bounded on the South One Hundred Fifty (150) Feet by Lot number Seventy-one, 605 Shouboe Street, now or formerly owned by Mary I. Ford MBP#90119-03-018, On the West Seventy-eight (78) Feet more or less by an Alley which runs North to South parallel with and between Stockade Street (formerly named Howard Street) and Shouboe Street, on the North One Hundred Fifty-one (151) Feet by property owned or formerly owned by John Bruce Eaddy MBP#90119-01-002 [12,115.25 SF].

Lot Number Seventy-six, 615 Shouboe Street/MBP#90119-03-015.
Fronting on the East Fifty (50) feet more or less by Shouboe Street, Bounded on the South One Hundred Fifty (150) Feet by Lot number Seventy-seven, 617 Shouboe Street, now or formerly owned by RJG Real Estate Enterprise MBP#90119-03-014, On the West Fifty (50) Feet by an Alley which runs North to South parallel with and between Stockade Street (formerly named Howard Street) and Shouboe Street, on the North One Hundred Fifty (150) Feet by Lot number Seventy-five, 613 Shouboe Street, now or formerly owned by Leon Y. Gandy and Edith G. Greenidge MBP#90119-01-016.

These being portions of the property conveyed to Felton & Hilda Gulley by Deed recorded May 30, 1990 in the Florence County Clerk of Court's office in Deed Book A322, Page 1573

Florence County TMS#

MAP 90085 BLOCK 21 PARCEL 025
FLORENCE COUNTY TAX MAPS
SPLIT FROM _____
FLORENCE COUNTY TAX ASSESSOR

AND

All the Decedent's right, title and interest, if any, in that certain lot and parcel of land measuring Fifty (50) feet by One Hundred and Fifty (150) feet located in the County of Florence, State of South Carolina, measuring Fifty feet on Church Street in the City of Florence and bounded as follows; On the North by lands now or formerly of John Kuker, on the East by North Church Street, on the South One Hundred Fifty feet by lands now or formerly of Prince Jordan, on the West by lands now or formerly of B.J. Gregg.

Being located on Map 90-085, Block 21, Parcel 25. Bounded on East Fifty feet by North Church Street, on the North One Hundred Fifty feet by parcel 26, on the West Fifty feet by Parcel 21, and on the South One Hundred Fifty feet by parcel 24.

Source of title is not found but the Decedent was shown as the property owner's in the Florence County Tax Assessor's Office for the hereinabove property which is designated as 90085-21-025 in the records of the Florence County Tax Assessor's Office.

Florence County TMS#

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Other Business
Council District #6

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$49,896.00 from Council District #6 funding allocations to pay for rock and crushed asphalt for L E Circle.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

- Infrastructure
- Road System Maintenance
- Utility

SIGNED: 
Requested by Councilmember: Russel Culbertson

Date: 9/25/2012

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
November 15, 2012

AGENDA ITEM: Other Business
Utility Project
Requested by Council District 1

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$10,000 From Council District 1 Utility Funding Allocation To Assist The City of Lake City With The Replacement Of A Domestic Wastewater Flow Meter At The Nan Ya Plastics Facility.

FUNDING SOURCE:

Infrastructure Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: 
K. G. Rusty Smith, Jr.

Date:

ATTACHMENTS:

Letter of request from the City of Lake City

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 LAKE CITY

Lovith Anderson, Jr.
Mayor

Gloria C. Tisdale
Mayor Pro Tem

Marion C. Lowder
City Administrator

John H. Whittleton, Sr., Esq.
Assistant City Administrator

Cherline L. Wolf, CMC
Clerk to Council



Members of Council

Billy H. Brown, Jr.

Sondra Fleming-Crosby

Wilhelmena W. Scott

William J. Sebnick

Jason M. Springs

October 31, 2012

The Honorable K. G. "Rusty" Smith, Jr.
P. O. Box 369
Lake City SC 29560

Dear Chairman Smith:

The City of Lake City has recently had to replace a domestic wastewater flow meter at the Nan Ya Plastics facility. The cost of the project is estimated to be around \$75,000.00. The City of Lake City is requesting assistance with funding in the amount of \$10,000.00.

Thank you for your consideration and if you have any questions, please contact me at (843) 598-1448.

Sincerely

Marion C. Lowder
City Administrator

cw

PROPOSED ADDITIONS TO THE
NOVEMBER 15, 2012 AGENDA

DESCRIPTION
(Requested by)

DATE REC'D

ITEM

OTHER
BUSINESS:

Council District 9	11/13/12	Approve The Expenditure Of Up To \$27,027 From Council District 9 RSMF Funding Allocation To Pay For Additional Crushed Asphalt For McLaurin Drive.
Council District 4	11/13/12	Approve The Expenditure Of Up To \$1,000 From Council District 4 Infrastructure Funding Allocation To Assist The Town Of Timmons ville With Repairs/Improvements To Equipment, Pending Provision Of Appropriate Documentation.
Administration	11/14/12	Authorize The FY13 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2012/13 (The Budget Ordinance).

FLORENCE COUNTY COUNCIL MEETING

November 15, 2012

AGENDA ITEM: Other Business
Council District #9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$27,027.00 from Council District #9 funding allocations to pay for additional crushed asphalt for McLaurin Drive.

The cost estimate was prepared by Florence County Public Works.

Funding for this project will come from Council District #9.

Funding availability subject to confirmation by Finance Dept.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
_____ Utility

SIGNED: _____
Requested by Councilmember: Morris Anderson

Date: _____

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

Florence County Council Meeting
Proposed Addition to the Agenda
November 15, 2012

AGENDA ITEM: Other Business
Infrastructure Project
Requested by Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$1,000 From Council District 4 Infrastructure Funding Allocation To Assist The Town Of Timmonsville With Repairs/Improvements To Equipment, Pending Provision Of Appropriate Documentation.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Signed: _____
Mitchell Kirby

Date:

ATTACHMENTS:

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

Connie Y. Haselden, Clerk to Council

**FLORENCE COUNTY COUNCIL MEETING
PROPOSED ADDITION TO AGENDA**

November 15, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Authorize The FY13 Christmas Bonus For County Employees As Budgeted And Outlined In Section 8b. Of Ordinance No. 01-2012/13 (The Budget Ordinance).