

***FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING
180 N. IRBY STREET
COUNTY COMPLEX, ROOM 803
FLORENCE, SC***



***MONDAY
DECEMBER 1, 2014
8:00 A.M.***

Jason M. Springs
District #1

Roger M. Poston
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Kent C. Caudle
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

Willard Dorriety, Jr.
District #9

AGENDA
FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING
COUNTY COMPLEX
180 N. IRBY STREET
ROOM 803
FLORENCE, SOUTH CAROLINA
MONDAY, DECEMBER 1, 2014
8:00 A. M.

I. CALL TO ORDER: JAMES T. SCHOFIELD, CHAIRMAN

II. INVOCATION: MITCHELL KIRBY, SECRETARY/CHAPLAIN

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

IV. WELCOME: JAMES T. SCHOFIELD, CHAIRMAN

V. PUBLIC HEARINGS: [1]

Council will hold public hearing on the following:

ORDINANCE NO. 14-2014/15

An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (Polyquest).

VI. ORDINANCES IN POSITION:

A. ORDINANCE NO. 12-2014/15 – THIRD READING

[2]

An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Cowgirl, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Cowgirl, And Providing For Payment By Project Cowgirl Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.

B. ORDINANCE NO. 14-2014/15 – SECOND READING *(Public Hearing)*

[26]

An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (Polyquest).

C. ORDINANCE NO. 15-2014/15 – SECOND READING

[33]

An Ordinance To Amend Florence County Code Of Ordinances Section 9-2(a) To Increase The Fee To Be Collected For The Issuance Of A Marriage License In Florence County And Other Matters Relating Thereto.

VII. EXECUTIVE SESSION:

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

- Contractual Matter(s)

VIII. ADJOURN:

FLORENCE COUNTY COUNCIL
Special Called Meeting
December 1, 2014

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

ORDINANCE NO. 14-2014/15

An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (Polyquest).

**FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING**

December 1, 2014

AGENDA ITEM: Ordinance No. 12-2014/15
Third Reading

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Florence County And Project Cowgirl, Whereby Florence County Will Enter Into A Fee-In-Lieu Of Tax Arrangement With Project Cowgirl, And Providing For Payment By Project Cowgirl Of Certain Fees-In-Lieu Of Ad Valorem Taxes; And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 12-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 12-2014/15

Sponsor(s) : Economic Development
 First Reading : October 16, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : November 20, 2014
 Second Reading : November 20, 2014
 Third Reading : December 1, 2014
 Effective Date : Immediately

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

ORDINANCE NO. 12-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN FLORENCE COUNTY AND PROJECT COWGIRL, WHEREBY FLORENCE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX ARRANGEMENT WITH PROJECT COWGIRL, AND PROVIDING FOR PAYMENT BY PROJECT COWGIRL OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; AND 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 Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the Act; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 11-2014/15 dated as of November 20, 2014, authorizing an incentive and millage rate agreement (the "Incentive Agreement") for the benefit of the company identified as Project Cowgirl, with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a service facility; and
3. The Project is anticipated to result in a taxable investment of approximately \$3,575,000 and in the creation of approximately 153 new jobs within five years the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and

4. The County has determined on the basis of the information supplied to it by Project Cowgirl that the Project is a “project” as defined in the Act and is eligible to become “economic development property” as that term is defined in the Act and that the Project would serve the purposes of the Act; and
5. Pursuant to the Incentive Agreement, the County has agreed to enter into a fee in lieu of tax agreement with Project Cowgirl, whereby the County would provide therein for a payment of fees in lieu of taxes by Project Cowgirl with respect to the Project pursuant to the FILOT Act (the “Fee Agreement”); and
6. Project Cowgirl has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes which the County proposes to execute and deliver; and
7. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the Governing Body of Florence County, the Florence County Council as follows:

Section 1. It is hereby found, determined and declared by the County Council as follows:

- (a) The Project constitutes a “project” as defined in the FILOT Act and will constitute “economic development property” as said term is referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;
- (b) The terms and provision of the Incentive Agreement are hereby ratified and approved and incorporated herein and made a part hereof;
- (c) The Project will benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally;
- (d) The Project will give rise to no pecuniary liability of the county or any incorporated municipality or a charge against the general credit or taxing power of either;
- (e) The inducement of the location of the Project within the County and the State is of paramount importance;
- (f) The purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the benefits of the Project are greater than the costs; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. The forms, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to Project Cowgirl and cause a copy of the Fee Agreement to be delivered to the Florence County Auditor and Assessor. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of the County Council, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

James T. Schofield, Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT

FEE AGREEMENT
BETWEEN
FLORENCE COUNTY, SOUTH CAROLINA
AND
PROJECT COWGIRL
DATED
AS OF
DECEMBER __, 2014

Draft

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

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

Draft

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of December __, 2014, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and Project Cowgirl, a South Carolina corporation (the "Company").

WITNESSETH:

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

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

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

WHEREAS, pursuant to a Resolution authorizing an incentive agreement adopted on November __, 2014 (the "Resolution"), the County committed to enter into this Fee Agreement with the Company, which shall provide for payment of fees-in-lieu-of-taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on December __, 2014 (the "Ordinance"), as an incentive to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company which identifies property within the Project as economic development property under the Act subject to the terms and conditions hereof;

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

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

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

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

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

SECTION 1.3. Definitions.

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

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

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

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

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

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

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

“County” means Florence County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance, this Fee Agreement, the Incentive Agreement, and the Resolution.

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

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

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

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

“Fee Agreement” means this Fee Agreement dated December __, 2014, between the County and the Company.

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

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

“Incentive Agreement” means the Incentive Agreement between the County and the Company effective November __, 2014.

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

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

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

“Ordinance” means the Ordinance adopted by the County on December __, 2014, authorizing this Fee Agreement.

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

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

“Real Property” means land identified by the Company as eligible for inclusion as Economic Development Property under the Act, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement. The Company acknowledges that land, buildings and other appurtenances thereto, within the City of Florence’s Tax Incentive Financing (TIF) district, located in downtown Florence, will not be eligible as Economic Development Property in the Project, but the value of such land, buildings and other appurtenances thereto, are included in the minimum investment as defined by Section 12-44-30(14) of the Act.

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

“Resolution” means the Resolution of the County Council authorizing the Incentive Agreement adopted on November __, 2014.

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

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

“State” means the State of South Carolina.

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

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

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

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

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

(d) To the best of the County's knowledge, neither the existence of the County nor the rights of any members of County Council to their offices, is being contested and none of the proceedings taken to authorize the execution, delivery, and performance of such of the

Documents as require execution, delivery, and performance by the County have been repealed, revoked, amended, or rescinded.

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

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

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

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

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

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

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

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

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

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

(e) In accordance with and as required by Section 12-44-30(14) of the Act, the Company commits to a Project which meets a minimum investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000).

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

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

ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

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

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

(c) Notwithstanding any other provision of this Fee Agreement, the Company and all Sponsors may place real property and/or personal property into service at any time during the Investment Period under this Fee Agreement.

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

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

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

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

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The Parties acknowledge that under the South Carolina Constitution and pursuant to the Act, the Project is exempt from *ad valorem* property taxes. However, the Company and any Sponsors shall be required to make Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project (including, to the extent applicable, on behalf of any other Sponsors), said payments being due in the manner and payable and subject to penalty assessments prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such Project, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the calendar year in which this Fee Agreement is executed (which the parties understand to be 367 mills in effect on June 30, 2014). Subject in all events to the provisions of the Act, the fair market value estimate will be as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the fair market value must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South

Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

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

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 30 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of Economic Development Property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 30-year fee period for the property which it is replacing.

(e) The Company specifically agrees that land, buildings and other appurtenances thereto, within the City of Florence's Tax Incentive Financing (TIF) district, located in downtown Florence, will not be eligible as Economic Development Property in the Project, but the value of such land, buildings and other appurtenances thereto, are included in the minimum investment as defined by Section 12-44-30(14) of the Act.

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

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty, or by virtue of the exercise or threat of the power of condemnation or eminent domain, shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 9.2(c), Section 5.1(d), and this Section 5.2 with respect to Replacement Property, the Payments-

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

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

SECTION 5.3. Fee Term. With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

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

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

**ARTICLE VII
EFFECTIVE DATE**

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

**ARTICLE VIII
SPECIAL COVENANTS**

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques, and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets, or techniques, including, but not limited to, disclosures of financial, sales, or other confidential information concerning the Company's operations, would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; or (ii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

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

Company shall be released from its/their obligations hereunder upon the written consent of, and release by the County, which shall not be unreasonably withheld. The Company shall give the County prior written notice of any such proposed assignment, transfer, or sublease and provide the County a copy of any such sublease, assignment, or transfer. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator, Chairman of County Council, and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request.

SECTION 8.3. *Administrative Expenses.* The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including without limitation reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) this Fee Agreement; (ii) the Incentive Agreement dated October __, 2014 (the "Incentive Agreement"), (iii) all other documents related to this Fee Agreement, the Incentive Agreement, and any related documents; and (iii) the fulfillment of its obligations under this Fee Agreement, the Incentive Agreement, and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees shall be at hourly rates for outside counsel to the County, not to exceed the standard hourly rates charged by such outside counsel, with the total of such Administration Expenses not to exceed \$7,500.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

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

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

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 60 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*," as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 60 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during

such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

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

(d) If a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive), or if any trustee, receiver, or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive).

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

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

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

(c) In the event the Company or any Sponsor fails to reach or maintain the minimum investment required by the Act of Two Million Five Hundred Thousand Dollars (\$2,500,000), this Fee Agreement shall terminate and the Company or such Sponsor shall pay the County all amounts due pursuant to the Act as a result of such failure, if any. In no event shall the Payments-in-Lieu-

of-Taxes terminate with respect to any Sponsor or the Company as long as the Company or such Sponsor maintains a minimum investment of \$2,500,000 (without regard to depreciation).

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

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

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

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

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

ARTICLE X COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including, without limitation, any time during which there may be subsisting an Event of Default), and at any time upon at least 30 days' notice, the Company (but not any Sponsor unless the Company consents) may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof, prospectively only.

**ARTICLE XI
MISCELLANEOUS**

SECTION 11.1. *Leased Equipment.* The Parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, subject, at all times, to the requirements of such applicable law. The Parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

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

If to the Company:

Florence, S.C. 29501

With a copy to:

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

If to the County:

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

With a copy to:

Haynsworth Sinkler Boyd
P.O. Box 11889
Columbia, S.C. 29211-1889
Attention: William R. Johnson, Esq.
Facsimile: (803) 765-1243

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

Draft

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

FLORENCE COUNTY, SOUTH CAROLINA

James T. Schofield
Chairman, County Council of Florence County

ATTEST:

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

_____, INC.

By: _____

Its: _____

Draft

**FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING
December 1, 2014**

AGENDA ITEM: Second Reading of Ordinance No. 14-2014/15

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For The Development Of A Joint Industrial And Business Park Dated November 18, 2010 By And Between Darlington And Florence Counties So As To Enlarge The Park (Polyquest).)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 14-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

Copy of Proposed Ordinance No. 14-2014/15

Sponsor(s) : Finance Department
 First Reading : November 20, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : December 1, 2014
 Second Reading : December 1, 2014
 Third Reading :
 Effective Date :

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

ORDINANCE NO. 14-2014/15

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE TO AMEND THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK DATED NOVEMBER 18, 2010 BY AND BETWEEN DARLINGTON AND FLORENCE COUNTIES SO AS TO ENLARGE THE PARK (POLYQUEST).

WHEREAS:

1. Darlington County and Florence County entered into an agreement for development of a joint county industrial and business park dated as of November 18, 2010 (the "Park Agreement"); and
2. Pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Darlington County and Florence County; and
3. It is now desired that the boundaries of the Park be enlarged; and
4. The expansion of the Park shall include the real estate described in the schedule attached to this Ordinance as Exhibit A (as such description may be hereafter refined) ("Property").

NOW, THEREFORE, BE IT ORDAINED by the Florence County Council in meeting duly assembled as follows:

Section 1. The Park Agreement is hereby and shall be amended to include the Property.

Section 2. The Amendment to the Park Agreement attached hereto as Exhibit B is hereby approved, and the Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment to Polyquest, Inc. and Darlington County.

ATTEST:

 Connie Y. Haselden, Council Clerk

 James T. Schofield, Chairman

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

COUNCIL VOTE:
 OPPOSED:
 ABSENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

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

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

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

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County Council, South Carolina, as of this ____ day of _____, 20__.

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

EXHIBIT A

POLYQUEST PROPERTY
DARLINGTON COUNTY

All that certain piece, parcel or tract of land with any improvements thereon, in the County of Darlington, State of South Carolina, being described more particularly as consisting of 25.40 acres, more or less, as shown on a plat prepared for The County of Darlington by Nesbitt Surveying Company, Inc., dated January 21, 2011, recorded in Plat Book 208 at page 105 in the Office of the Clerk of Court for Darlington County, South Carolina. For a more accurate description of metes and bounds to said 25.40 acres, more or less, as shown on the above plat, reference is made to said plat which is incorporated herein and made a part of this conveyance by reference thereto.

Identified as tax map number 143-00-02-090.

Draft

EXHIBIT B

AMENDMENT TO PARK AGREEMENT

Draft

STATE OF SOUTH CAROLINA) AMENDMENT TO AGREEMENT FOR THE
) DEVELOPMENT OF JOINT COUNTY
COUNTY OF DARLINGTON) INDUSTRIAL AND BUSINESS PARK DATED
COUNTY OF FLORENCE) NOVEMBER 18, 2010 (POLYQUEST)

THIS AMENDMENT ENTERED INTO AS OF THE ___ DAY OF _____, 20___
BETWEEN DARLINGTON COUNTY, SOUTH CAROLINA AND FLORENCE COUNTY,
SOUTH CAROLINA

By authority of Ordinance No. _____ enacted by the County Council of
Darlington County on _____ and Ordinance No. _____ enacted by the
County Council of Florence County on _____, for value received, Darlington County
and Florence County hereby agree that the property described in Exhibit A attached hereto is hereby
added to and shall be deemed to be a part of the Agreement for Development of Joint County
Industrial and Business Park between Darlington County and Florence County dated as of
November 18, 2010 (the "Park Agreement"). All other terms and provisions of said Agreement
shall remain in full force and effect.

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

**DARLINGTON COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: Wesley Blackwell
Title: Chairman of County Council

ATTEST:

Signature: _____
Name: J. JaNet Bishop
Title: Clerk to County Council

**FLORENCE COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: James T. Schofield
Title: Chairman of County Council

ATTEST:

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

EXHIBIT A

POLYQUEST PROPERTY
DARLINGTON COUNTY

All that certain piece, parcel or tract of land with any improvements thereon, in the County of Darlington, State of South Carolina, being described more particularly as consisting of 25.40 acres, more or less, as shown on a plat prepared for The County of Darlington by Nesbitt Surveying Company, Inc., dated January 21, 2011, recorded in Plat Book 208 at page 105 in the Office of the Clerk of Court for Darlington County, South Carolina. For a more accurate description of metes and bounds to said 25.40 acres, more or less, as shown on the above plat, reference is made to said plat which is incorporated herein and made a part of this conveyance by reference thereto.

Identified as tax map number 143-00-02-090.

Draft

**FLORENCE COUNTY COUNCIL
SPECIAL CALLED MEETING**

December 1, 2014

AGENDA ITEM: Second Reading of Ordinance No. 15-2014/15

DEPARTMENT: Administration
Finance
Judge of Probate

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Florence County Code Of Ordinances Section 9-2(A) To Increase The Fee To Be Collected For The Issuance Of A Marriage License In Florence County And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. County Council previously adopted Ordinance 02-2001/2002 which established the fee for a marriage license application at \$30.
2. This fee has not been increased for a period of over thirteen years.
3. The Florence County Probate Judge has requested that the fee be increased to \$50 for Florence County residents, \$75 for residents of South Carolina, and \$100 for out of state residents.

FUNDING FACTORS:

[None]

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 15-2014/15.
2. Provide An Alternate Directive.

ATTACHMENT:

1. Copy of Ordinance No. 15-2014/15.
2. Copy of Ordinance No. 02-2001/02.
3. Copy of order from Judge of Probate.

Sponsor(s) : County Council
 Introduction : November 20, 2014
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : December 1, 2014
 Public Hearing : December 11, 2014
 Third Reading : December 11, 2014
 Effective Date : December 11, 2014

I, _____,
 Council Clerk, certify that the
 ad for a Public Hearing on this
 Ordinance ran on: _____.

ORDINANCE NO. 15-2014/2015

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Amend Florence County Code Of Ordinances Section 9-2(a) To increase the Fee To Be Collected For the Issuance Of A Marriage License In Florence County and Other Matters Relating Thereto.]

WHEREAS:

1. County Council previously adopted Ordinance 02-2001/02 which established the fee for a marriage license application at \$30; and
2. This fee has not been increased for a period of over thirteen years; and
3. The Florence County Probate Judge has requested that the fee be increased to \$50 for Florence County residents, \$75 for residents of South Carolina, and \$100 for out of state residents.

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

Section 1. The Florence County Council hereby amends the Florence County Code of Ordinances by removing the language in Section 9-2(a) and inserting the following language in its place:

Pursuant to authority under South Carolina Code Ann. Section 20-1-230, a fee of \$50 shall be paid for the issuance of a marriage license for a marriage to be performed for residents of Florence County, a fee of \$75 for a marriage to be performed for residents of South Carolina, but not residents of Florence County, and a fee of \$100 for a marriage to be performed for residents of another state, which shall be paid to the Judge of Probate at the time of application.

Section 2. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.

Section 3. If any provision of this Ordinance or the application thereof to any person or circumstances 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
Clerk to Council

James T. Schofield, Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

Draft

AN ORDINANCE TO AMEND THE FLORENCE COUNTY CODE TO ESTABLISH FEES FOR MARRIAGE LICENSE APPLICATIONS, ESTABLISH PROCEDURES FOR COLLECTION AND DISTRIBUTION THEREOF; AND ESTABLISH THE EFFECTIVE DATE OF THIS ORDINANCE.

BE IT ORDAINED by the governing body of the County of Florence, the Florence County Council, that:

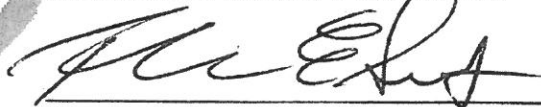
SECTION 1. The Florence County Code is hereby amended by adding a section, to be numbered 9-2, which said section reads as follows:

Sec. 9-2. Fees to be collected for marriage license applications.

1. Pursuant to authority under South Carolina Code Ann. § 20-1-230, a fee of Thirty (\$30.00) Dollars shall be paid to the Judge of Probate for the issuance of a marriage license, which shall be paid at the time of application.
2. Pursuant to South Carolina Code Ann. § 20-4-160, a portion of the fee collected in the amount of Twenty (\$20.00) Dollars, shall be remitted to the State Treasurer and credited to the Domestic Violence Fund. The remaining Ten Dollars shall be remitted to the Florence County General Fund.

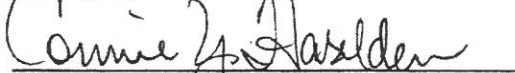
SECTION 2. This Ordinance shall become effective upon third and final reading, by the Florence County Council.

FLORENCE COUNTY COUNCIL:



THOMAS E. SMITH, JR., CHAIRMAN

ATTEST:



CONNIE Y. HASELDEN
CLERK TO COUNCIL

INTRODUCTION: July 12, 2001

2ND READING: August 9, 2001

M: W. Mumford S: H. Ames

3RD READING: September 6, 2001

M: H. Ames S: T. Alexander

2003 APR -2 P 12:59
CORRECTOR
CCCP & GS
FLORENCE COUNTY

FILED

STATE OF SOUTH CAROLINA)
)
COUNTY OF: FLORENCE)
)
IN THE MATTER OF:)
COURT FEES)
)

IN THE PROBATE COURT

ORDER

IT IS HEREBY ORDERED that from this date forward Marriage license fees in Florence County will be as follows:

- | | |
|------------------|-----------|
| (1) In county | \$50.00 |
| (2) In state | \$75.00 |
| (3) Out of state | \$100.000 |

Executed this 13th day of November, 2014

J. Munford Scott, Jr.

J. Munford Scott, Jr,
Florence County Probate Court Judge

Draft

NOTE: Probate Court recommends that all interested parties be represented by counsel licensed to practice law in South Carolina. If any interested party wishes to represent him/herself, he/she will be required to adhere to the *South Carolina Rules of Civil Procedure* and *South Carolina Rules of Evidence*.

**PROPOSED ADDITIONS TO THE
DECEMBER 1, 2014 MEETING AGENDA**

DESCRIPTION

(Requested by)

REPORTS TO

COUNCIL:

DATE REC'D

ITEM

Purchase of Real Property

11/25/14

Approve The Purchase Of Real Property Located At 167 North Irby Street, TMP#90167-01-012 In The Amount Of \$551,443 To Be Funded \$200,000 From Landfill Fund Balance And \$351,443 From Building Commission Funds And Authorize The County Attorney To Execute The Appropriate Documents.

OTHER BUSINESS:

South Carolina Department of Transportation Grant-Williamson Road Pedestrian and Mobility Impaired Non-Motorized Pathway Project-Council District 6 and 7

11/25/14

Approve The Expenditure Of \$37,945 From Council District 6 Infrastructure Funds And \$25,000 From Council District 7 Infrastructure/Utility Funds To Provide The Required Match For A South Carolina Department Of Transportation Grant For The Williamson Road Pedestrian And Mobility Impaired Non-Motorized Pathway Project.

**FLORENCE COUNTY COUNCIL MEETING
PROPOSED ADDITION TO THE AGENDA
DECEMBER 1, 2014**

AGENDA ITEM: Purchase Of Real Property

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approve The Purchase Of Real Property Located At 167 North Irby Street, TMP# 90167-01-012 In The Amount Of \$551,443 To Be Funded \$200,000 From Landfill Fund Balance and \$351,443 From Building Commission Funds And Authorize The County Attorney To Execute The Appropriate Documents.

FUNDING FACTORS:

\$551,443= Purchase price for property located at 167 North Irby Street, TMP# 90167-01-012 to be funded \$200,000 from Landfill Fund Balance and \$351,443 from Building Commission Funds Account 320-411-419-000-8600.

OPTIONS:

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

