

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

Ken Ard
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Johnnie D. Rodgers, Jr.
District #5

Russell W. Culbertson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

H. Morris Anderson
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
COUNTY COUNCIL CHAMBERS, ROOM 803
180 NORTH IRBY STREET
FLORENCE, SOUTH CAROLINA
THURSDAY, NOVEMBER 18, 2010
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 21, 2010 REGULAR MEETING [1]

Council Is Requested To Approve The Minutes Of The October 21, 2010
Regular Meeting Of County Council.

VI. PUBLIC HEARINGS: [12]

Council will hold public hearing on the following:

ORDINANCE NO. 11-2010/11

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu
Of Tax Agreement By And Between Florence County, South Carolina
And Wellman Plastics Recycling, With Respect To Certain Economic
Development Property, Whereby Such Property Will Be Subject To
Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

VII. APPEARANCES:

- A. CHRISTMAS CARD CONTEST WINNER** [13]
Council Will Announce And Recognize The Winner Of The 2010 Christmas Card Contest.
- B. DAVID HUDSON – DELMAE BASEBALL LEAGUE PRESIDENT** [14]
Mr. Hudson Requests To Appear Before Council To Express Appreciation For Assistance With Improvements At The Savannah Grove Athletic Complex.
- C. DR. MARK LAWHON** [16]
Dr. Lawhon Requests To Appear Before Council To Discuss Commercial And Residential Developers Being Considered For Short-Term Tax Relief.
- D. PEGGY MCLEAN, CHAIR – FLORENCE CIVIC CENTER** [18]
Mrs. McLean Requests To Appear Before Council To Provide An Update Of The Activities At The Civic Center.

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)

October 21, 2010 Review Letters of Interest for County Attorney

Public Services & County Planning

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

Justice & Public Safety

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

Education, Recreation, Health & Welfare

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

October 21, 2010 Ordinance No. 06-2010/11 – Animal Tethering

Agriculture, Forestry, Military Affairs & Intergovernmental Relations
(Council members Russell W. Culberson/Chair, Morris Anderson and Ken Ard)

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

City-County Conference Committee
(Council members Alphonso Bradley/Co-Chair, Russell W. Culberson, and Johnnie D. Rodgers, Jr.)

IX. RESOLUTIONS:

RESOLUTION NO. 03-2010/11 [20]
A Resolution To Amend The Florence County Personnel Policy Manual To Reflect The Recent Change To Internal Revenue Service Regulations Regarding Cell Phones; And To Address Other Matters Related Thereto.

X. ORDINANCES IN POSITION:

A. EMERGENCY ORDINANCES

EMERGENCY ORDINANCE NO. 01-2010/11 [22]
An Emergency Ordinance For The Purpose Of Temporarily Suspending Sunday Work Prohibitions As Provided For In Title 53 Of The South Carolina Code Of Laws, From Sunday, November 21, 2010 Through Sunday, January 2, 2011 In Florence County, South Carolina, Maintaining Existing Restrictions On The Sale Of Alcohol.

B. THIRD READING

ORDINANCE NO. 07-2010/11 [24]
An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Darlington County, Such Industrial/Business Park To Be Geographically Located In Darlington County And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended; To Provide For A Written Agreement With Darlington County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

C. SECOND READING

1. ORDINANCE NO. 09-2010/11 **[39]**

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

(Planning Commission approved 9 – 0.)

2. ORDINANCE NO. 10-2010/11 **[52]**

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

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

3. ORDINANCE NO. 11-2010/11 (Public Hearing) **[61]**

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

D. INTRODUCTION

None presented at the time of publication of the Agenda.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS **[87]**

The Pee Dee Mental Health Center Board of Directors Requests Council's consideration for the approval of the submission of Sergeant Major Richard "Rick" Walden for recommendation to the Governor for appointment to the Pee Dee Mental Health Center Board of Directors representing Florence County with appropriate expiration term, replacing Pamela Varela Rhoads who resigned effective August 26, 2010.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

[91]

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

B. FLORENCE MUSEUM/HUMAN RESOURCES DEPARTMENT

CURATOR POSITION

[97]

Authorize One Full-Time Curator Position In The Florence Museum From Budgeted Funds.

C. PARKS & RECREATION DEPARTMENT/GRANTS

LOWCOUNTRY RESOURCE CONSERVATION AND DEVELOPMENT YOUTH ENVIRONMENTAL EDUCATION GRANT

[100]

Accept A Lowcountry Resource Conservation And Development Youth Environmental Education Grant In The Amount Of \$250 To Provide Supplies For Programming At The Environmental Discovery Center (EDC) For The Florence County Parks & Recreation Department.

D. PROCUREMENT

AWARD OF BID #05-10/11

[102]

Approve The Award Of Bid #05-10/11 For Roof Replacement Project At The Olanta Magistrate's Office To Gardner Roofing, Inc., Hartsville, South Carolina In The Amount Of \$20,500 To Be Funded From Previously Approved Bond Funds. *(3 Compliant Bids)*

XIII. OTHER BUSINESS:

ROAD SYSTEM MAINTENANCE FEE (RSMF)

MCLAURIN DRIVE

[105]

Approve The Expenditure Of Up To \$26,737.50 From Council District 9 RSMF Funding Allocation To Pay For Crushed Asphalt For McLaurin Drive.

XIV. EXECUTIVE SESSION:

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

- ✓ Contractual matters concerning Economic Development projects.
- ✓ Contractual matters concerning legal services/pending actions.

XV. INACTIVE AGENDA:

A. ORDINANCE NO. 22-2009/10

At its regular meeting of August 19, 2010, Council unanimously approved moving Ordinance No. 22-2009/10 into the Inactive Agenda: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And J.P. Morgan Chase, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

B. ORDINANCE NO. 23-2009/10

At its regular meeting of August 19, 2010, Council unanimously approved moving Ordinance No. 23-2009/10 into the Inactive Agenda: An Ordinance To Amend The Agreement For Development Of A Joint County Industrial Park Dated As Of December 1, 1998 Between Florence County, South Carolina And Williamsburg County, South Carolina To Include Additional Properties In The County As Part Of The Multi-County Industrial Or Business Park.

C. ORDINANCE NO. 30-2009/10

At its regular meeting of May 20, 2010, County Council remanded this Ordinance to the Planning Commission: An Ordinance To Zone Property Owned By KAT-ROX LLC, Located At Pamplico Highway And South Flanders Road, Florence County To PD 2010-01, Planned Development District Shown On Florence County Tax Map No. 90147, Block 03, Parcel 66, Consisting Of Approximately 22.08 Acres.

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

D. ORDINANCE NO. 06-2010/11

[106]

At its regular meeting of October 21, 2010, Council referred Ordinance No. 06-2010/11 to its Committee on Education, Recreation, Health, and Welfare: An Ordinance To Amend Florence County Code Chapter 6, Animal Care And Control, Section 6-2, Animal Cruelty, To Provide Regulations For The Practice Of Tethering Of Dogs And Other Matters Related Thereto.

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the October 21, 2010 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, OCTOBER 21, 2010, 9:00 A.M., COUNCIL
CHAMBERS ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY
STREET, FLORENCE, SOUTH CAROLINA**

PRESENT:

K. G. "Rusty" Smith, Jr., Chairman
Waymon Mumford, Vice-Chairman
H. Morris Anderson, Secretary-Chaplain
Mitchell Kirby, Council Member (entered at 9:30 a.m.)
Russell W. Culberson, Council Member
J. Ken Ard, Council Member
Alphonso Bradley, Council Member
James T. Schofield, Council Member
Richard A. Starks, County Administrator
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Sheriff Kenney Boone
Kevin Yokim, Finance Director
Ryon Watkins, EMS Director
Ray McBride, Library Director

ABSENT:

Johnnie D. Rodgers, Jr., Council Member

A notice of the regular meeting of the Florence County Council appeared in the October 20, 2010 edition of the **MORNING NEWS**. Copies of the agenda were faxed to members of the media and posted in the lobby of the City-County Complex, the Doctors Bruce and Lee Foundation Public Library, and on the County's website (www.florenceco.org).

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

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council approve the minutes of the September 16, 2010 regular meeting of County Council. Councilman Culberson seconded the motion, which was approved unanimously.

Councilman Anderson made a motion Council approve the minutes of the October 14, 2010 special called meeting of County Council. Councilman Mumford seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

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

ORDINANCE NO. 07-2010/11

An Ordinance To Develop A Jointly Owned And Operated Industrial/Business Park In Conjunction With Darlington County, Such Industrial/Business Park To Be Geographically Located In Darlington County And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended; To Provide For A Written Agreement With Darlington County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.

APPEARANCES:

There were no appearances scheduled.

COMMITTEE REPORTS:

JUSTICE & PUBLIC SERVICE

Committee Chairman Mumford informed the group that the Sheriff Office was moving forward with the Forensics Lab and was preparing to hire a chemist.

PROCLAMATIONS:

ENVIRONMENTAL DISCOVERY CENTER

The Clerk published in its entirety A Proclamation Recognizing The Environmental Discovery Center Committee For Being Awarded A 2010 NACo Achievement Award For The Environmental Discovery Center (EDC) At Lynches River County Park. Councilman Mumford made a motion Council approve the Proclamation as presented. Councilman Anderson seconded the motion, which was approved unanimously. Councilman Mumford presented members of the Committee (Sterling Sadler, Allen Wood, and John Frank) with the Proclamation and expressed appreciation for the work of the Committee and stated that the Award was evidence that the EDC was not only recognized locally but nationally as well. Mrs. Sadler stated the EDC was performing well beyond the expectations of the Committee. On an average, 60 children visited the EDC each day for four (4) days per week.

RESOLUTIONS:

RESOLUTION NO. 02-2010/11

The Chairman published the title of Resolution No. 02-2010/11: A Resolution Authorizing The Cessation Of Maintenance On And Abandonment Of Stallion Trail Located In Effingham. Councilman Culberson made a motion Council approve the Resolution. Councilman Anderson seconded the motion, which was approved unanimously.

RESOLUTION OF RECOGNITION

The Clerk published the resolution in its entirety: A Resolution of Recognition for Robert A. Franks (IT Director) for his dedicated service and to congratulate him for graduating from the University of North Carolina County Government Chief Information Officers Certification Program. Councilman Mumford made a motion Council approve the Resolution. Councilman Culberson seconded the motion, which was approved unanimously. Councilman Mumford presented Mr. Franks with the framed Resolution. Mr. Franks expressed his appreciation for the recognition and support.

ORDINANCES IN POSITION:

ORDINANCE NO. 03-2010/11 – THIRD READING

The Clerk published the Title of Ordinance No. 03-2010/11: An Ordinance To Amend The Comprehensive Plan Land Use Map For Properties In Florence County For Areas Bounded On The West By Oak Street, North By East Sixth Avenue, East By Human Street, And South By The Intersection Of River Road And South Pine Street, Pamplico, SC From Residential Preservation And/Or Variable Residential To Suburban Development As Shown On Florence County Tax Map No. 00376, Block 02, Parcels 008, 014, 015, 017-019, 022-025, 027-034, 039-041, 056, 058-060, 063, 064, 066, 072-077, 079, 081-086, 095-097; Tax Map No. 00377, Block 02, Parcel 003; Tax Map No. 60006, Block 09, Parcels 002-005, 007-015, 027-030; Tax Map No. 60006, Block 10, Parcels 011-014, 026; Tax Map No. 60006, Block 11, Parcels 001-003, 005-010, 012; Tax Map No. 60006, Block 12, Parcels 001-007; Tax Map No. 60006, Block 13, Parcels 001-010; Tax Map No. 60007, Block 12, Parcels 001-003, 005-009, 014-018; Tax Map No. 60007, Block 13, Parcels 001-006, 008, 011; Tax Map No. 60007, Block 17, Parcels 001-004, 006-008; Tax Map No. 60007, Block 18, Parcel 001; Tax Map No. 60007, Block 19, Parcels 001-009, 012, 013; Tax Map No. 60007, Block 20, Parcels 001-012; Tax Map No. 60010, Block 02, Parcels 001-023; Tax Map No. 60010, Block 03, Parcels 001-011, 013-015; Tax Map No. 600010, Block 04, Parcels 001, 003-012, 014, 016-021; Tax Map No. 600010, Block 05, Parcels 001-004; Tax Map No. 60010, Block 06, Parcels 002-007, 009-012 Consisting Of 215 Parcels. Councilman Mumford made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 04-2010/11 – THIRD READING

The Clerk published the Title of Ordinance No. 04-2010/11: An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment "A" Located On East Sixth Avenue, East Fifth Avenue, East Main Street, East Third Avenue, East Second Avenue, East First Avenue, North And South Oak Street, North And South Pine Street, North And South Elm Street, Allison Alley, Self Alley, Felly's Alley, Cockfield Drive, Cain Street, McElveen Street And Human Street, Town Of Pamplico From R-5, Multi-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00376, Block 02, Parcels 008, 014, 015, 017-019, 022-025, 027-034, 039-041, 056, 058-060, 063, 064, 066, 072-077, 079, 081-086, 095-097; Tax Map No. 00377, Block 02, Parcel 003; Tax Map No. 60006, Block 09, Parcels 002-005, 007-015, 027-030; Tax Map No. 60006, Block 10, Parcels 011-014, 026; Tax Map No. 60006,

Block 11, Parcels 001-003, 005-010, 012; Tax Map No. 60006, Block 12, Parcels 001-007; Tax Map No. 60006, Block 13, Parcels 001-004; Tax Map No. 60007, Block 12, Parcels 001-003, 005-009, 014-018; Tax Map No. 60007, Block 13, Parcels 001-006, 008, 011; Tax Map No. 60007, Block 17, Parcels 001-004, 006-008; Tax Map No. 60007, Block 18, Parcel 001; Tax Map No. 60007, Block 19, Parcels 001-009, 012, 013; Tax Map No. 60007, Block 20, Parcels 001-012; Tax Map No. 600010, Block 02, Parcels 001-011, 016-019, 021, 023; Tax Map No. 60010, Block 03, Parcels 01-011, 013-015; Tax Map No. 60010, Block 04, Parcels 001, 003-012, 014, 016-021; Tax Map No. 60010, Block 05, Parcels 001-004; Tax Map No. 60010, Block 06, Parcels 002-007, 009-0012 Consisting Of 205 Parcels. Councilman Ard made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 06-2010/11 – THIRD READING

The Clerk published the title of Ordinance No. 06-2010/11: An Ordinance To Amend Florence County Code Chapter 6, Animal Care and Control, Section 6-2, Animal Cruelty, To Provide Regulations For The Practice Of Tethering Of Dogs And Other Matters Related Thereto. Councilman Anderson made a motion Council refer the Ordinance to the Committee on Education, Recreation, Health & Welfare. Councilman Culberson seconded the motion, however the Chairman stated a motion was not necessary and there being no objection, the matter was referred to the Committee.

ORDINANCE NO. 08-2010/11 – THIRD READING

The Clerk published the title of Ordinance No. 08-2010/11: An Ordinance Approving The Delivery By The Florence County Public Facilities Corporation Of Refunding Certificates Of Participation (Law Enforcement Center And Civic Center Projects), Series 2010, In The Principal Amount Of Not Exceeding \$23,000,000 In Order To Achieve An Estimated Debt Service Savings Of Approximately \$500,000 Net Of All Costs Of Issuing Said Refunding Certificates Of Participation; Authorizing The Execution And Delivery Of Certain Instruments Relating To Said Refunding Certificates Of Participation, Including A Ground Lease Agreement And A Lease Agreement, Both Between The Florence County Public Facilities Corporation And Florence County, A Certificate Purchase Agreement Among The Florence County Public Facilities Corporation, Florence County, And The Underwriter Of The Refunding Certificates; Approving The Delivery Of An Assignment Of Lessor's Interest In Lease By The Florence County Public Facilities Corporation To The Certificate Trustee, A Trust Agreement Between The Florence County Public Facilities Corporation And The Certificate Trustee, And A Preliminary Official Statement And Official Statement With Respect To The Sale Of The Refunding Certificates Of Participation; Authorizing The Proposed Refinancing To Be Effected By Means Of A Refunding Lease-Purchase Financing Directly Between The County And A Financial Institution Or A Modification Of The Existing Lease-Purchase Financing Between The County And Branch Banking And Trust Company In Lieu Of The Issuance Of The Refunding Certificates Of Participation; And Approving Other Matters Relating To The Foregoing. Councilman Culberson made a motion Council approve third reading of the Ordinance. Councilman Schofield seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheet for public hearing of Ordinance No. 07-2010/11, Chairman Smith closed the public hearing.

ORDINANCE NO. 07-2010/11 – SECOND READING

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

ORDINANCE NO. 09-2010/11 – INTRODUCED

The Clerk published the title of Ordinance No. 09-2010/11 and the Chairman declared the Ordinance introduced: An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Table VII-Regulation Signs By Type, Characteristics And Zoning Districts And Table VIII-Number, Dimension, And Location Of Permitted Signs By Zoning District; Section 30-205, Temporary Signs On Private Property; And Section 30-311, Definitions, Conflict With Other Laws To Revise The Portable Signs Regulations.

ORDINANCE NO. 10-2010/11 – INTRODUCED

The Clerk published the title of Ordinance No. 10-2010/11 and the Chairman declared the Ordinance introduced: An Ordinance To Rezone Property Owned By William Michael Nexsen Located At 1217 Pheasant Road, Florence County From R-3, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 286 Consisting Of Approximately 1.02 Acres.

ORDINANCE NO. 11-2010/11 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 11-2010/11 and the Chairman declared the Ordinance introduced: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

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

- **Commission on Alcohol & Drug Abuse** – Reappointed Elizabeth Thomas to represent County Council District 7.
- **Johnsonville Rural Fire District Board** – Reappointed David Hartfield and Rudy C. Cook and appointed William Prosser to fill the seat left vacant by the death of Billy Marlow.
- **Planning Commission** – Reappointed Doris Lockhart to represent County Council District 3 and David Hobbs to represent County Council District 6.
- **Economic Development Partnership Board** – Appointed Terry Dingle to represent County Council District 3.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2011 Through August 31, 2010 As An Item For The Record.

SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES AGREEMENT

Councilman Ard made a motion Council Approve An Agreement With The South Carolina Department Of Social Services (DSS) For Two Units Of Storage Space At The County-Owned Facility At 181 North Irby Street. Councilman Culberson seconded the motion, which was approved unanimously.

EMERGENCY MANAGEMENT DEPARTMENT

AWARD RFP #02-10/11

Councilman Mumford made a motion Council Award RFP #02-10/11 For The Stand-By Debris Monitoring And Recovery Services For The Emergency Management Department To O'Brien's Response Management, Maitland, Florida. Councilman Culberson seconded the motion, which was approved unanimously.

AWARD RFP #03-10/11

Councilman Ard made a motion Council Award RFP #03-10/11 For The Stand-By Debris Management And Removal Services As Follows: Primary Award To Phillips And Jordan, Inc., Robbinsville, North Carolina; Secondary Award To Ceres Environmental Services, Inc., Sarasota, Florida And J.B. Coxwell Contracting, Inc., Jacksonville, Florida. Councilman Culberson seconded the motion, which was approved unanimously.

EMERGENCY MEDICAL SERVICES

APPLICATIONS FOR NON-EXCLUSIVE AMBULANCE FRANCHISES

Councilman Mumford made a motion Council Award A Non-Exclusive Ambulance Franchise To Vital Care EMS, Inc. Councilman Schofield seconded the motion, which was approved unanimously.

GEOGRAPHIC INFORMATION SYSTEMS (GIS) DEPARTMENT

US DOJ COPS TECHNOLOGY PROGRAM GRANT

Councilman Mumford made a motion Council Authorize Participation In A Regional U.S. Department Of Justice COPS Technology Program Grant To Provide Updated Pictometry Images (\$75,460) And To Approve \$20,465 From The General Fund Contingency. Councilman Anderson seconded the motion, which was approved unanimously.

PARKS AND RECREATION

BROOKS MCCALL PARK

Councilman Bradley made a motion Council Establish A Rate Structure For Reservation Of Shelter And Enclosed Building At Brooks McCall Community Park. Councilman Anderson seconded the motion, which was approved unanimously.

PROCUREMENT

AWARD BID #04-10/11

Councilman Mumford made a motion Council Approve The Award Of Bid #04-10/11 For Concrete Improvements At South Lynches Fire Department To Newman Davis Construction Company, Sumter, South Carolina In The Amount Of \$19,300 To Be Funded From Previously Approved Funds. Councilman Anderson seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

SAVANNAH GROVE COMMUNITY PARK – PICNIC SHELTERS

Councilman Culberson made a motion Council Approve The Expenditure Of An Amount Up To \$12,500.00 From Council Districts' 3, 4, 5, 6, And 9 Infrastructure Funding Allocations (\$2,500 From Each District) For Services To Design And Construct Two (2) 16' X 16' Picnic Shelters At Savannah Grove Community Park (Athletic Fields Area). Councilman Anderson seconded the motion, which was approved unanimously.

SHERIFF OFFICE

Councilman Bradley made a motion Council Approve The Expenditure Of An Amount Up To \$3,600.00 From Council District 3 Infrastructure Funding Allocation To Assist The Florence County Sheriff Office With A Replacement Radio. Councilman Culberson seconded the motion, which was approved unanimously.

TIMROD ELEMENTARY SCHOOL

Councilman Bradley made a motion Council Approve Up To \$3,550.00 From Council District 3 Infrastructure Funding Allocation To Assist Henry Timrod Elementary School With The Removal Of An Old Fence And The Purchase/Installation Of A New Fence For The Playground Area. Councilman Anderson seconded the motion, which was approved unanimously.

TIMROD ELEMENTARY SCHOOL

Councilman Bradley made a motion Council Approve Up To \$25,000.00 From Council Districts' 3, 6, And 7 Infrastructure Funding Allocations (\$10,000 From District 3 and \$7,500 Each From Districts 6 and 7) To Assist Timrod Elementary School With The Purchase Of Playground Equipment. Councilman Mumford seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

WEST WILLIAMS ROAD

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$79,350.00 From Council District 3 RSMF/Utility Funding Allocation To Pay For Resurfacing Of West Williams Road And 6" Reclamation Of 4,500 Square Yards. Councilman Anderson seconded the motion, which was approved unanimously.

EAST WILLIAMS ROAD

Councilman Ard made a motion Council Approve The Expenditure Of Up To \$2,875.00 From Council District 5 RSMF Funding Allocation To Pay For Additional Crushed Asphalt To Be Put On East Williams Road. Councilman Anderson seconded the motion, which was approved unanimously.

UTILITY

WEST CAMERON LANE

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$28,779.00 From Council District 3 Utility Funding Allocation To Pay For Resurfacing Of West Cameron Lane And 80 Square Yards Full Depth Patching. Councilman Mumford seconded the motion, which was approved unanimously.

MARSHALL AVENUE

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$37,548.00 From Council District 3 Utility Funding Allocation To Pay For Resurfacing Of Marshall Avenue And 95 Square Yards Full Depth Patching. Councilman Anderson seconded the motion, which was approved unanimously.

EBENEZER PARK

Councilman Anderson made a motion Council Approve An Amount Estimated At \$27,000.00 From Council District 9 Utility Funding Allocation To SC DOT To Pipe A Portion Of The Ditches At Ebenezer Park. Councilman Bradley seconded the motion, which was approved unanimously.

The following items were additions to the agenda:

EADDY FORD CEMETERY ROAD

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$5,787.00 From Council District 5 RSMF Funding Allocation To Pay For Crushed Asphalt For Eaddy Ford Cemetery Road. Councilman Anderson seconded the motion, which was approved unanimously.

UNION GROVE ROAD

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$13,139.00 From Council District 6 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Union Grove Road. Councilman Anderson seconded the motion, which was approved unanimously.

SHERIFF OFFICE

Councilman Ard made a motion Council Authorize A Physical Training "Pilot Program" With Competitive Edge For The Sheriff Office And Up To \$20,000 From The General Fund Contingency. Councilman Anderson seconded the motion, which was approved unanimously. Members of Council commended the Sheriff for implementing the program and his pro-active attitude about employees' health.

(Councilman Kirby entered the meeting at 9:30 a.m.)

COUNCILMAN ARD

Councilman Ard commented that, for the record he wanted to say that, "It is not policy related, but politics, it is a political season, it tends to bring out the best and the worst in us and my friend has had some bad light shined upon him, and that's Morris Anderson. I can't speak to the specifics of that particular event, but I will say I have served with him for six years and have always considered him a man of character, integrity, he's always dealt with me in a very respectful way and that's a struggle when you get involved in political campaigns and things happen and I just, from my point of view, as a friend and a member of County Council you have always been first class, as far as I'm concerned."

REASSESSMENT NOTICES

Chairman Smith asked County Administrator Richard Starks to provide Council members with clarification at the next meeting as to the deadline for submission of appeals for the reassessment notices.

THANKSGIVING DINNER FOR SENIORS

Councilman Anderson made a motion Council approve the designation of \$2,500 from the Senior Center Budget for the Thanksgiving Dinner for Senior Citizens in Florence County, contingent upon the City of Florence committing to \$2,500 for the program again this year. Councilman Mumford seconded the motion, which was approved unanimously.

HALL OF FAME

Councilman Anderson made a motion Council approve The Expenditure Of A Total Amount Of \$5,000 To Come From Participating Council Districts' Infrastructure Funding Allocations For The Hall Of Fame At The Civic Center, Which Is Dedicated To Local Heroes. Councilman Ard seconded the motion, which was approved unanimously.

VICE CHAIRMAN MUMFORD

Chairman Smith stated he had another accolade for Councilman Mumford. Councilman Mumford was elected to the Board of Trustees for Morris College in Sumter.

LEGAL COUNSEL

Chairman Smith stated he received notice of withdrawal of representation from the Hyman Law Firm, effective immediately. Councilman Culberson made a motion that the County Administrator Proceed With The Solicitation Of Interested Firms To Serve As County Legal Counsel. Councilman Mumford seconded the motion, which was approved unanimously. Chairman Smith asked Mr. Starks to forward responses received to the Committee on Administration & Finance. Councilman Anderson stated he wanted to go on record accepting the resignation and thanking Mr. Rushton for his service and wishing him the best.

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 9:38 A.M.

H. MORRIS ANDERSON
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

ORDINANCE NO. 11-2010/11

An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Appearances Before Council
2010 Christmas Card Contest Winner

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Council will announce and recognize the winner of the 2010 Annual Christmas Card Contest.

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Appearances Before Council
David Hudson, President
Delmae Baseball League

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Hudson Requests To Appear Before Council To Express Appreciation For Assistance
With Improvements At The Savannah Grove Athletic Complex.

ATTACHMENT:

Copy of the Request Received Via Email.

To: County Council
CC: Connie Haselden

On behalf of Delmae Baseball, we would like to address County Council to Thank The Council for the help in the last few years on getting a parking lot, lights and the picnic shelters. We are so pleased by every member of council by providing us with these improvements, so that we can run the ball field and make more improvements.

We would like to address the Council and Thank them in person, there will be three to four of us that would like to attend.

Please let me know when we would be able to attend the next meeting, please give me a call.

Thank you
Delmae President
David Hudson
206-5069

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Appearances Before Council
Dr. Mark Lawhon

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Lawhon Requests To Appear Before Council To Discuss Commercial And Residential Developers Being Considered For Short-Term Tax Relief.

ATTACHMENT:

Copy of the Request Received Via Email.

Connie, please let this email serve as an official request to appear before County Council in November to discuss Commercial and Residential Developers being considered for short term tax relief during these economic times. There are certain areas that Council can consider to help lessen burdens on Developers of Florence to insure Florence's continued growth as the recession ends. It is not much but it is something I want to ask council to consider.

Dr. Mark Lawhon

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Appearances Before Council
 Peggy McLean, Chair
 Florence Civic Center

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ms. McLean Requests To Appear Before Council To Provide An Update Of The Activities At The Civic Center.

ATTACHMENT:

Copy of the Request Received Via Email.

Connie Haselden

From: Kendall Wall <kwall@florenceciviccenter.com>
Sent: Monday, November 08, 2010 10:56 AM
To: Connie Haselden
Subject: FW: Florence County Council-agenda

We request the opportunity to be placed on the Nov. 18th, 9am agenda to provide the Council with an update on the activities at the Civic Center.

Subject: Presentation of the Annual Report- Civic Center - by Peggy McLean, Chairman

Thanks,

Kendall Wall, GM
SMG/Florence Civic Center
3300 West Radio Drive, Florence, SC. 29501
Phone: 843-679-9417, Fax: 843-679-9429
Website: www.florenceciviccenter.com
Twitter: twitter.com/flocivicctr

Coming Soon:

- * AME Mid-Winter Conference -Nov. 10-12
- * Gaithers Homecoming Tour Concert - Nov. 12
- * The Unashamed Tour 2010- Nov. 18
- * UNCF Gaia- Dec. 3
- * Florence Area Athletic Hall of Fame Banquet- Jan. 8
- * Monster Trucks Winternationals - Jan. 21-22
- * Land of Sky Gun & Knife Show- Jan. 22-23
- * 6th Annual Kids Jamboree- Feb. 5-6

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Resolution No. 03-2010/11

DEPARTMENT: Finance
Human Resources

ISSUE UNDER CONSIDERATION:

(Amend The Florence County Personnel Policy Manual To Reflect The Recent Change To Internal Revenue Service Regulations Regarding Cell Phones; And To Address Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. As a result of recent Federal legislation, Internal Revenue Service (IRS) regulations (U.S. Code of Laws, Title 26, Section 280F) no longer classify cell phones as "listed property."
2. Due to the time-consuming and inefficient nature of the current Florence County administrative process regarding cell phones, the County is proposing to amend the Personnel Policy Manual by deleting Sections 4.8C(2) and 4.8C(3) in their entirety.
3. Department heads will still be provided with a copy of the cell phone bill for their department on a monthly basis for their review.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 03-2010/11
2. Provide An Alternate Directive

ATTACHMENT:

Proposed Resolution No. 03-2010/11

Sponsor(s)/Department : County Council
Adopted: : November 18, 2010
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 04-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Amend The Florence County Personnel Policy Manual To Reflect The Recent Change To Internal Revenue Service Regulations Regarding Cell Phones; And To Address Other Matters Related Thereto.)

WHEREAS:

1. Federal legislation was recently adopted removing cell phones as "listed property" in the Internal Revenue Service regulations, thereby making these regulations more "employee friendly" and less burdensome to employers; and
2. Florence County's current administrative process regarding cell phones is time-consuming and inefficient.

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

The Florence County Personnel Policy Manual, Section 4.8C, Cell Phones, is hereby amended to delete Sections 4.8C(2) and 4.8C(3) in their entirety.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Emergency Ordinance No. 01-2010/11

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Emergency Ordinance For The Purpose Of Temporarily Suspending Sunday Work Prohibitions As Provided For In Title 53 Of The South Carolina Code Of Laws, From Sunday, November 21, 2010 Through Sunday, January 2, 2011 In Florence County, South Carolina, Maintaining Existing Restrictions On The Sale Of Alcohol.)

POINTS TO CONSIDER:

1. Section 53-1-160(a) of the South Carolina Code of Laws, 1976, as amended, permits a county governing body to suspend the application of the Sunday work prohibitions within the County.
2. The temporary suspension of the Sunday work prohibitions could enhance the pro business atmosphere in Florence County and provide economic benefit for the residents of Florence County.
3. The temporary suspension is subject to all other provisions in the state code as it relates to a conscientious objector and other relevant issues, and does not in any way repeal or modify the existing time or date restrictions regarding the sale of alcohol.

OPTIONS:

1. Approve Emergency Ordinance No. 01-2010/11.
2. Provide an alternate directive.

ATTACHMENTS:

Emergency Ordinance No. 01-2010/11.

EMERGENCY ORDINANCE NO. 01-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE
COUNTY

(An Emergency Ordinance For The Purpose Of Temporarily Suspending Sunday Work Prohibitions As Provided For In Title 53 Of The South Carolina Code Of Laws, From Sunday, November 21, 2010, Through Sunday, January 2, 2011 In Florence County, South Carolina, Maintaining Existing Restrictions On The Sale Of Alcohol.)

WHEREAS:

1. Section 53-1-160 of the Code of Laws of the State of South Carolina, authorizes the county governing body to suspend by ordinance the application of the Sunday work prohibitions provided in Chapter 1 of Title 53; and
2. Florence County Council has determined that it is in the interest of Florence County to enact a limited, temporary suspension of the Sunday work prohibitions effective for the upcoming holiday season only, in support of regional retail businesses in Florence County; and
3. This ordinance does not permit Sunday alcohol sales.

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

The Sunday work prohibitions provided in Chapter 1 of Title 53 of the South Carolina Code of Laws, as amended, are suspended temporarily effective Sunday, November 21, 2010 through Sunday, January 2, 2011 in Florence County, South Carolina. This suspension is subject to all other applicable provisions Title 53, Code of Laws of South Carolina, 1976, as amended, as relates to protections afforded to a conscientious objector to Sunday work and other relevant issues, and does not in any way repeal or modify the existing time or date restrictions regarding the sale of alcohol.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content

COUNCIL VOTE:

OPPOSED:

ABSENT:

Effective Date: November 21, 2010

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Third Reading - Ordinance No. 07-2010-11

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance to Develop a Jointly Owned and Operated Industrial/Business Park in Conjunction with Darlington County, Such Industrial/Business Park to be Geographically Located in Darlington County and Established Pursuant to Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as Amended; to Provide for a Written Agreement with Darlington County to Provide for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Taxation; and Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 07-2010-11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 07-2010-11.

Sponsor(s) : Economic Development
 First Reading/Introduction : September 16, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Second Reading : October 21, 2010
 Public Hearing : October 21, 2010
 Third Reading : November 18, 2010
 Effective Date : Immediately

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

ORDINANCE NO. 07-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance to Develop a Jointly Owned and Operated Industrial/Business Park in Conjunction with Darlington County, Such Industrial/Business Park to be Geographically Located in Darlington County and Established Pursuant to Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as Amended; to Provide for a Written Agreement with Darlington County to Provide for the Expenses of the Park, the Percentage of Revenue Application, and the Distribution of Fees in Lieu of Ad Valorem Taxation; and Other Matters Related Thereto.)

BE IT ORDAINED BY THE COUNTY COUNCIL OF FLORENCE COUNTY, SOUTH CAROLINA:

SECTION I: Florence County is hereby authorized to jointly develop an industrial and business park with Darlington County (the "Park"). The Park shall be located initially on lands located in Darlington County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION II: Florence County will enter into a written agreement to develop the Park jointly with Darlington County in substantially the form attached hereto as Schedule I and incorporated herein by reference (the "Park Agreement"). The Chairman of Florence County Council is hereby authorized to execute the Park Agreement on behalf of Florence County, with such changes thereto as the Chairman shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in Schedule I.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of ad valorem taxes as provided for in the Park Agreement. With respect to properties located in the Florence County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Florence County. That portion of such fee allocated pursuant to the Park Agreement to Darlington County shall be thereafter paid by the Treasurer of Florence County to the Treasurer of Darlington County within ten (10) business days of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Darlington County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Darlington County. That portion of such fee allocated pursuant to the Park Agreement to Florence County shall thereafter be paid by the Treasurer of Darlington County to the Treasurer of Florence County within ten (10) business days of receipt for distribution in accordance with the terms of the Park Agreement. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year.

Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Florence County and Darlington County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of ad valorem taxes.

SECTION IV: Any ordinances of Florence County and Darlington County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Florence County and Darlington County.

SECTION V: The Sheriff's Departments of Florence County and Darlington County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Florence County and Darlington County.

SECTION VI: Revenues generated from industries or businesses located in the Florence County portion of the Park and to be retained by Florence County pursuant to the Park Agreement shall be distributed within Florence County in the following manner:

First, unless Florence County elects to pay or credit the same from only those revenues which Florence County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Florence County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park; and

Second, at the option of Florence County, to reimburse Florence County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein;

Third, to those taxing districts which overlap the applicable properties within Florence County's portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties within the Park shall receive some portion of the revenues generated from such properties; and (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION VII: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Florence County Council pertaining to the Park.

SECTION VIII: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION IX: This Ordinance shall be effective after third and final reading thereof.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content

COUNCIL VOTE:
OPPOSED:
ABSENT:

DRAFT

SCHEDULE I

AGREEMENT FOR THE DEVELOPMENT OF A
JOINT INDUSTRIAL/BUSINESS PARK

DRAFT

STATE OF SOUTH CAROLINA) **AGREEMENT FOR THE DEVELOPMENT**
) **OF A JOINT INDUSTRIAL**
 COUNTY OF DARLINGTON) **AND BUSINESS PARK**
 COUNTY OF FLORENCE) **(Darlington and Florence Counties)**

THIS AGREEMENT for the development of a joint industrial and business park to be located within Darlington County and Florence County is made and entered into as of this ____ day of _____, 2010, by and between Darlington County and Florence County.

W I T N E S S E T H:

WHEREAS, Darlington County, South Carolina (“Darlington County”) and Florence County, South Carolina (“Florence County”), are contiguous counties which, pursuant to ordinance no. 06-2010/11 adopted by Florence County Council on _____, 2010, and ordinance no. ____ adopted by Darlington County Council on _____, 2010 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there should be established, initially in Darlington County, a Joint County Industrial and Business Park (the “Park”), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from ad valorem taxation pursuant to Article VIII, Section 13 of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Darlington County and Florence County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (the "Code") satisfied the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of properties located in Darlington County only, as further identified in Exhibit A (Darlington) hereto. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Darlington County and Florence

County. If the Park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to creation of the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Darlington County Properties) or Exhibit B (Florence County Properties), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Darlington County Council and Florence County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Darlington County Council and by Florence County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Darlington County Council and by Florence County Council. Notice of such public hearings shall be published in newspapers of general circulation in Darlington County and Florence County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), South Carolina Constitution, property located in the Park shall be exempt from ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem

property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Darlington or Florence from entering into a negotiated fee in lieu of tax incentive agreement applicable to any property located within the park..

5. Allocation of Expenses. Darlington County and Florence County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in Darlington County portion of the Park:

- | | | |
|-----|-------------------|------|
| (1) | Darlington County | 100% |
| (2) | Florence County | 0% |

If property is in Florence County portion of the Park:

- | | | |
|----|-------------------|------|
| A. | Darlington County | 0% |
| B. | Florence County | 100% |

6. Allocation of Revenues. Darlington County and Florence County shall receive an allocation of all revenue generated by the Park through payment of fees in lieu of ad valorem property taxes or from any other source in the following proportions:

If property is in Darlington County portion of the Park:

- | | | |
|----|-------------------|-----|
| A. | Darlington County | 99% |
| B. | Florence County | 1% |

If property is in Florence County portion of the Park:

- | | | |
|----|-------------------|-----|
| A. | Darlington County | 1% |
| B. | Florence County | 99% |

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Darlington County and to Florence County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Darlington County or Florence County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Darlington County by way of fees in lieu of taxes generated within Florence County shall be distributed solely to Darlington County. Revenues allocated to Florence County by way of fees in lieu of taxes generated within Darlington County shall be distributed solely to Florence County.

8. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina. It is hereby agreed that the entry by Darlington County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code with respect to property located within the Darlington County portion of the Park and the terms of such agreements shall be at the sole discretion of Darlington County. Likewise, entry by Florence County into any one or more

fee in lieu of tax agreements pursuant to Title 4 or Title 12, of the Code as amended, with respect to property located within the Florence County portion of the Park and the terms of such agreements shall be at the sole discretion of Florence County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Darlington County and Florence County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraph 6 and 7 herein.

10. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Darlington County and Florence County agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

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

**DARLINGTON COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: Thomas W. Edwards
Title: Interim County Administrator

ATTEST:

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

**FLORENCE COUNTY,
SOUTH CAROLINA**

Signature: _____
Name: Richard A. Starks
Title: County Administrator

ATTEST:

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

EXHIBIT A

DARLINGTON COUNTY PROPERTIES

All that certain piece, parcel or tract of land, with the improvements thereon, in the County of Darlington, State of South Carolina, described as Tract 1 and shown to contain 10.00 acres on the Plat of a Survey by Nesbitt Surveying Co., Inc. dated March 8, 2005, a copy of which Plat is recorded in the office of the Clerk of Court for Darlington County in Plat Book 198 at page 789. By reference to said Plat the property is bounded on the north by State Road S-16-177 (Mineral Springs Road), on which it fronts and measures 400 feet; on the east by the right of way of South Carolina Central Railroad, on which it measures 1126.22 feet; on the south by Tract 2, on which it measures 400 feet; and on the west by Tract 2, on which it measures 1126.24 feet.

The property was conveyed to the Mortgagor by Deeds of W.W. Kirven recorded April 4, 2003, and May 21, 2003, in the office of the Clerk of Court for Darlington County in Book 1026 at page 6194 and Book 1027 at page 4974.

ALSO: All that certain piece, parcel or tract of land, with the improvements thereon, in the County of Darlington, State of South Carolina, described as Tract 2 and shown to contain 6.15 acres on the Plat of a Survey by Nesbitt Surveying Co., Inc. dated March 26, 2003 and revised April 14, 2003, a copy of which is recorded in the office of the Clerk of Court for Darlington County in Plat Book 198 at page 205. By reference to said Plat the property is bounded on the north by State Road S-16-177 (Mineral Springs Road), on which it fronts and measures 200 feet; on the east by Tract 1, on which it measures 1526.24 feet and right of way of South Carolina Central Railroad, on which it measures 93.15 feet; on the south by land of W. W. Kirven and William Kirven, on which it measures 596.72 feet; and on the west by land of W. W. Kirven, on which it measures 1206.01 feet.

The property was conveyed to the mortgagor by Deed of W. W. Kirven recorded May 5, 2005, in the office of the Clerk of Court for Darlington County in Deed Book 1038 at page 4430.

Both above properties are shown on the Plat of a survey by Nesbitt Surveying Co., Inc. dated November 2, 2007, a copy of which is recorded in the office of the Clerk of Court for Darlington County in Plat Book 201 at page 681.

ALSO: All that certain piece, parcel or tract of land in the County of Darlington, State of South Carolina, shown to contain 7.73 acres on the Plat of a Survey by J. E. Tucker, Jr., Reg. Surveyor, dated March 23, 2005, a copy of which is recorded in the office of the Clerk of Court for Darlington County in Plat Book 198 at page 851. By reference to said Plat the property is bounded on the north by State Road S-16-177 (Mineral Springs Road), on which it fronts and measures 468.09 feet; on the east by Tract 2 described hereinabove, on which it measures 1206.01 feet; on the south by land of W. W. Kirven, Jr. and W. W. Kirven, III, on which it measures 203.89 feet; and on the west by a ditch, the center of the ditch being the line, on which it measures 1176.92 feet.

The property was conveyed to the mortgagor by Deed of W. W. Kirven recorded May 5, 2005, in the office of the Clerk of Court for Darlington County in Deed Book 1038 at page 4430.

Together with any property in Darlington County that is subsequently added to the 2010 Fee Agreement between Darlington County and Polyquest, Inc.

EXHIBIT B

FLORENCE COUNTY PROPERTIES

None as of ___/___/2010

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Thursday, November 18, 2010

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

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

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

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

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

Sponsor(s)	: Planning Commission	I, _____,
Planning Commission Consideration	: January 26, 2010	Council Clerk certify that this
Planning Commission Public Hearing	: April 27, 2010	Ordinance was advertised for
Planning Commission Recommendation	: April 27, 2010	Public Hearing on _____.
First Reading/Introduction	: October 21, 2010	
Committee Referral	: September 17, 2009	
Second Reading	: November 18, 2010	
Third Reading	: December 9, 2010	
Effective Date	: July 1, 2011	

ORDINANCE NO. 09-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

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

[CONTINUED ON NEXT PAGE]

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

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

Table VII

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

[CONTINUED ON NEXT PAGE]

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 30-311. Definitions.

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

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

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

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

ATTEST:

Connie Y. Haselden, Council Clerk

Approved as to Form and Content

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

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

APPLICANT: Florence County Public Services and Planning Committee

PORTABLE SIGN POLICY COMMITTEE REPORT:

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

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

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

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

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

Size: Maintain maximum at 32 sq.ft.

Colors: The committee suggested having no restrictions on colors.

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

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

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

Items for Further Discussion:

Highway Corridors

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

Unzoned Areas

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

ACTION ITEMS FOR PLANNING COMMISSION ON JANUARY 26, 2010:

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

Path forward on major highway corridors and Unzoned areas.

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

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

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

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

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

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

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

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

1. Signs identifying or announcing land subdivisions, residential projects, or agricultural operations, where permitted.
2. See section 30-205.
3. This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted in residential zoning districts, i.e., churches, schools, parks, etc., and includes historical markers.
4. Where permitted by Table VII, billboards may be established only on lots or parcels fronting or within 600 feet of Interstate ROW as defined by Table VIII and U.S. designated highways.
5. Unzoned area of county.

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

NA - Regulation not applicable in unzoned area of county.

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

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

Table Notes: NA = Not applicable

N= Not allowed

s.f. = Square feet

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 30-311. - Definitions.

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

FLORENCE COUNTY COUNCIL MEETING
Thursday, November 18, 2010

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

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By William Michael Nexsen Located At 1217 Pheasant Rd., Florence County From R-3, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 286 Consisting Of Approx. 1.02 Acres.] *(Planning Commission approved 9-0; Council District 5)*

POINTS TO CONSIDER:

1. The property is located in Council District 5.
2. The subject property is currently zoned R-3, Single-Family Residential District.
3. The property is currently occupied by a single-wide mobile home not set up permanently on the property.
4. The property is surrounded by mobile/ manufactured homes and vacant land.
5. The applicant wishes to develop site for a mobile/ manufactured home.
6. The applicant's request to rezone this property to RU-1 is in compliance with the Comprehensive Plan Land Use Map.

OPTIONS:

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

ATTACHMENTS:

Copies of the following are attached:

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

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

ORDINANCE NO. 10-2010/11

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

WHEREAS:

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

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

1. Property located at 1217 Pheasant Road bearing Tax Map 00127, Block 01, Parcel 286 is hereby rezoned to RU-1, Rural Community District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

Approved as to Form and Content

COUNCIL VOTE:
OPPOSED:
ABSENT:

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

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

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

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

Council District(s): 5; County Council

Owner of Record: William Michael Nexsen

Applicant: Stephanie Fancote

Land Area: 1.02 acres

Waterways/ Bodies of Water: None

Flood Zone: N/A

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

Transportation Access and Circulation:

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

Existing Land Use and Zoning:

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

Proposed Land Use and Zoning:

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

Surrounding Land Use and Zoning:

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

Florence County Comprehensive Plan:

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

The Rural Preservation (RUP) provides areas for rural uses, including single-family homes and corresponding accessory uses, as well as agrarian uses, typically in an undeveloped and/or agricultural setting. (Zoning Districts Permitted: RU-1, RU-2, PD)

Chapter 30-Zoning Ordinance:

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

Staff Analysis:

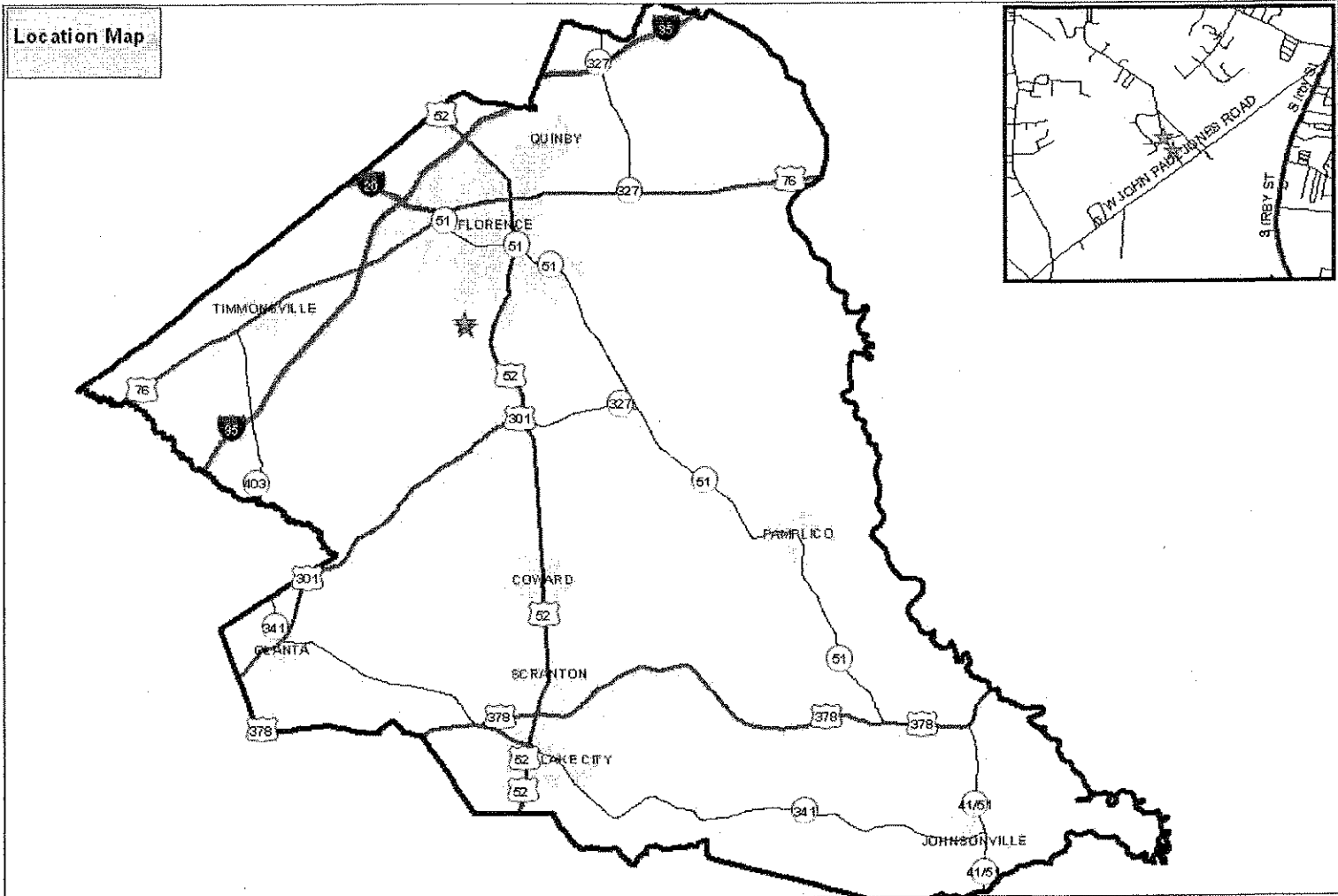
The applicant is requesting to change the zoning of the property from R-3, Single-Family Residential District to RU-1, Rural Community District. When the application was submitted, parcel 286 had not been subdivided out of parcel 054. Presently, the recently created parcel 286 is requesting to be rezoned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

Florence County Planning Commission Action: September 28, 2010

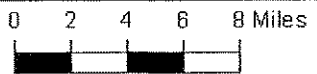
The nine Planning Commission members present approved the rezoning request unanimously based on the request being in compliance with the Land Use Element of the Comprehensive Plan.

Florence County Planning Commission Recommendation:

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



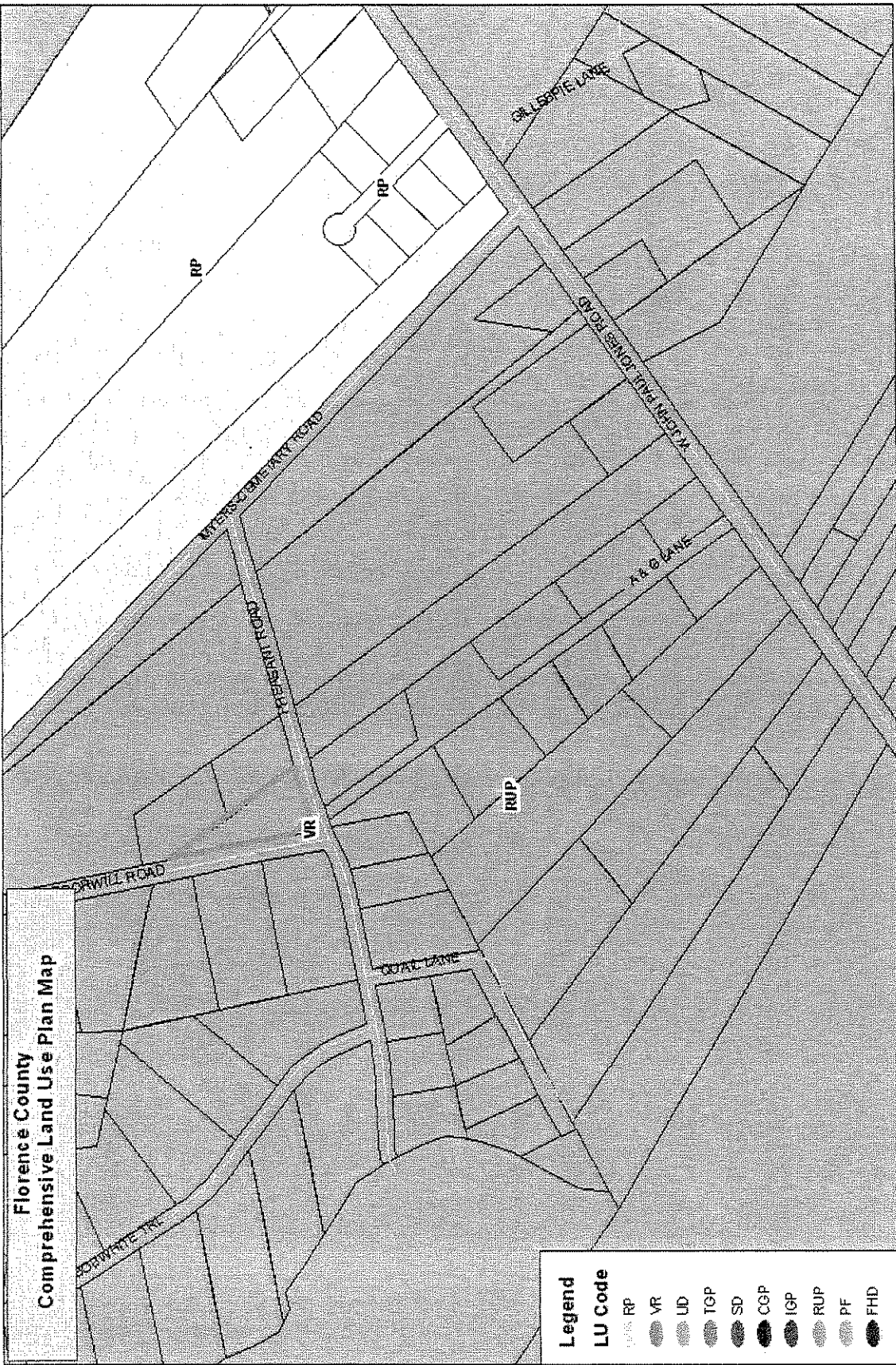
Location Map



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



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



**Florence County
Comprehensive Land Use Plan Map**

Legend

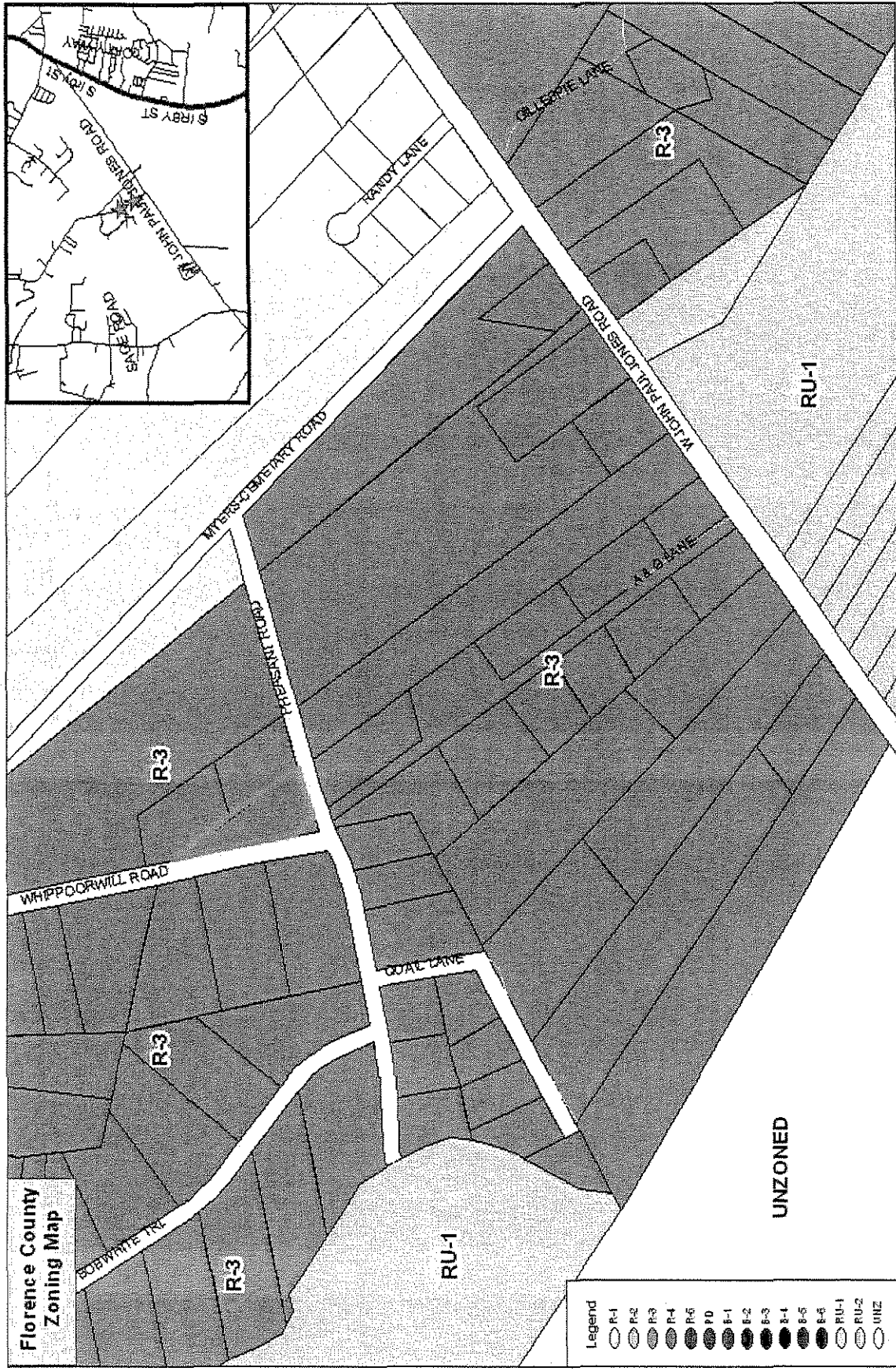
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RUP	[Pattern]
PF	[Pattern]
FHD	[Pattern]

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



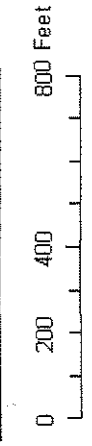
Map Prepared by: RWE
 Copyright, 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 08/03/2010





Legend

○	R-1
●	R-2
●	R-3
●	R-4
●	R-5
●	PD
●	B-1
●	B-2
●	B-3
●	B-4
●	B-5
●	B-6
○	RU-1
○	RU-2
○	UNZ



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

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



Florence County 2008 Orthophotography Map

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



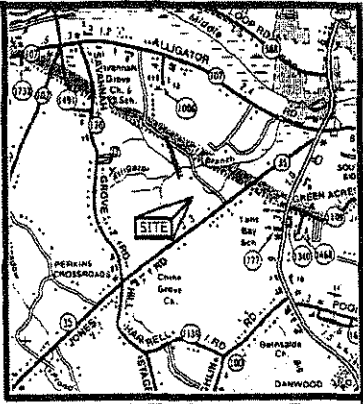
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Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
09/03/2010



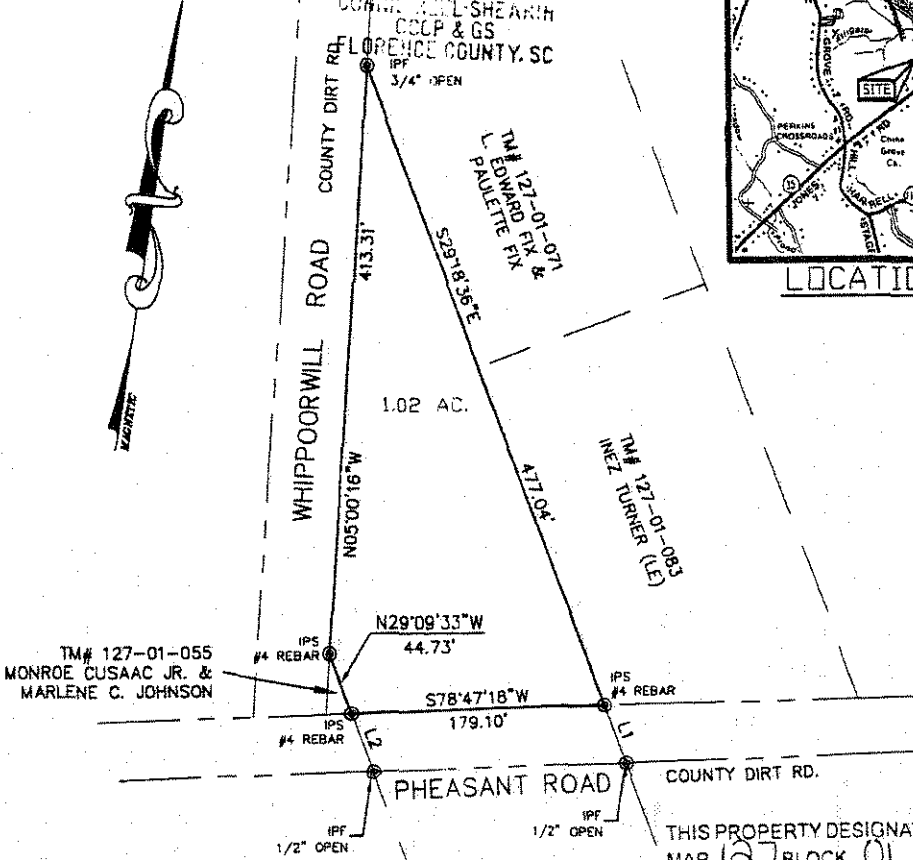
FILED

2010 AUG 31 PM 3:15

CONNOR L. SHEARIN
CCLP & GS
FLORENCE COUNTY, SC
IPF
3/4" OPEN



LOCATION MAP



TM# 127-01-055
MONROE CUSAAC JR. &
MARLENE C. JOHNSON

TM# 127-01-083
INEZ TURNER (E)

LINE TABLE		
LINE	LENGTH	BEARING
L1	44.26	S29°18'36"E
L2	44.46	S29°09'33"E

THIS PROPERTY DESIGNATED AS
MAP 127 BLOCK 01 PARCEL 286
ON FLORENCE COUNTY TAX MAPS
SPLIT FROM 127-01-054
FLORENCE COUNTY TAX ASSESSOR
OWNERSHIP CHANGES
SUBJECT TO RECORDING

THIS IS A RESURVEY OF
AN EXISTING PARCEL.

FLORENCE COUNTY
SOUTH CAROLINA

PLAT

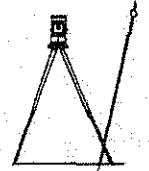
97-262

OF 1.02 ACRES LOCATED IN FLORENCE COUNTY, SOUTH CAROLINA, BEING
THAT PROPERTY DESIGNATED AS TAX PARCEL # 127-01-054. SURVEYED
FOR:

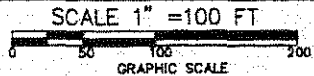
WILLIAM & DIANE NEXSEN

DATE: AUG. 20, 2010 JOB NO: 10422 FLD BK: PAGE: REF JOB NO: TM#: 127-01-054

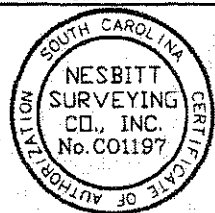
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN, ALSO I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP EFFECTIVE DATE DEC. 16, 2004 AND FOUND THE SUBJECT PROPERTY TO NOT BE IN A FLOOD ZONE.
NOTE: THIS PROPERTY IS SUBJECT OF ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OR UNRECORDED, THAT MAY APPLY, UNLESS NOTED HEREON THIS MAP DOES NOT ADDRESS ENVIRONMENTAL CONCERNS OR SUBSURFACE INVESTIGATION.



NESBITT SURVEYING CO., INC.
4340 ALLIGATOR ROAD
U.S. HIGHWAY 76 & ALLIGATOR ROAD
TIMMONSVILLE, S.C. 29161
PHONE (843) 346-3302
email davidn@nesbittsurveying.com



DAVID A. NESBITT RLS NO. 7623



FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

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

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

POINTS TO CONSIDER:

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

OPTIONS:

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

ATTACHMENTS:

Ordinance No. 11-2010/11.

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

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

ORDINANCE NO. 11-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the Act; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. The County is authorized and empowered, pursuant to Title 4, Chapter 1, of the Code of Laws of South Carolina 1976, as amended, to include property upon which a project is located in a multi-county park, with the appropriate consents and approvals of a partnering county, and by separate ordinance, the County has taken action to place the Project in a multi-county park in cooperation with Williamsburg County; and
3. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. ___-2010/11 dated as of _____, 2010, authorizing an inducement and millage rate agreement (the "Inducement Agreement") for the benefit of the company identified as Wellman Plastics Recycling, with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and
4. The Project is anticipated to result in a taxable investment of at least \$2,500,000 and in the creation of at least 75 new full-time jobs within two years, thereby providing significant economic benefits to the County and surrounding areas; and
5. The County has determined on the basis of the information supplied to it by Wellman Plastics Recycling that the Project is a "project" as defined in the Act and is eligible to become "economic development property" as that term is defined in the Act and that the Project would serve the purposes of the Act; and

6. Pursuant to the Inducement Agreement, the County has agreed to enter into a fee in lieu of tax agreement with Wellman Plastics Recycling, whereby the County would provide therein for a payment of fee in lieu of taxes by Wellman Plastics Recycling with respect to the Project pursuant to the FILOT Act (collectively, the "Fee Agreement"); and
7. Wellman Plastics Recycling has caused to be prepared and presented to this meeting the form of the Fee Agreement which contains the provision for a payment in lieu of taxes which the County proposes to execute and deliver; and
8. It appears that the Fee Agreement, now before this meeting, is in appropriate form and is an appropriate instrument to be approved, executed, and delivered by the County for the purposes intended.

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

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

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

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

their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

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

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

ATTEST:

Connie Y. Haselden, Council Clerk

Approved as to Form and Content

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

DRAFT

FEE AGREEMENT

Between

FLORENCE COUNTY, SOUTH CAROLINA

and

WELLMAN PLASTICS RECYCLING

Dated as of _____

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

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

DRAFT

FEE AGREEMENT

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

RECITALS

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Wellman Plastics Recycling and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the Florence County Council, the governing body of the County.

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

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.7 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

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

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

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

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

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

“Fee Agreement” shall mean this Fee Agreement.

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

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

“Industrial Development Park” shall mean the industrial or business park developed by two or more counties as defined in Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Title 4, Chapter 1, Sections 170 et seq. of the Code of Laws of South Carolina, 1976, as amended.

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

“Project” shall mean all the Equipment, Improvements, and/or Real Property located on the Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2009 or thereafter. The Project shall not include any property which is ineligible for FILOT treatment pursuant to Section 12-44-110 of the Act.

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

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.7 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

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

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

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

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

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

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

(d) The millage rate in Section 4.1 hereof is 371.7 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2009, as provided under Section 12-44-50(A)(1)(d) of the Act.

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

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

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

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

(b) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project

as a molding facility, and for such other purposes that the Act permits as the Company may deem appropriate.

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith. Such leased property shall constitute a part of the Project for all purposes of this Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.3(b) hereof, which shall remain the Company's liability. To the extent the provisions of the Act are held to be inapplicable to the property owned by the County (as improved by Tenant), the County hereby agrees that this Agreement shall be construed to provide for a fees in lieu of taxes pursuant to Section 4-12-10 et seq. of the Code of Laws of South Carolina, 1976, as amended (the "Little Fee Statute") upon the same terms as described in this Agreement, and the inducement agreement and inducement resolution adopted in connection with this Agreement shall constitute the inducement documents pursuant to the Little Fee Statute.

Pursuant to the Act and subject to Section 4.3 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary

notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.3 hereof.

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

Section 3.3 Filings and Reports.

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

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

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the Payments in Lieu of Taxes in accordance therewith. The Company shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual Payments in Lieu of Taxes shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real

property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2009, which is 371.7 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

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

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been

Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

Section 4.2 Special Source Revenue Credits.

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

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

Section 4.3 Failure to Achieve Act Minimum Investment Requirement.

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

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

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

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

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

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad*

valorem taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.7 Removal of Equipment. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.8 Damage or Destruction of Economic Development Property.

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

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

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

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title

to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

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

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

Section 4.10 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information") and that any disclosure of Confidential Information concerning the Company's operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County "Confidential Information." Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such

disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.11 Assignment. With the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold unless Section 12-44-120 of the Act or any successor provision expressly does not require consent, and in accordance with the Act, the Company may assign this Fee Agreement in whole or in part. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.12 No Double Payment; Future Changes in Legislation.

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

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.5, 4.7, 4.8, 4.9, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation, with a view to allow for such more favorable treatment or calculation.

Section 4.13 Administration Expenses.

(a) Each party shall be responsible for its own attorneys' fees incurred in connection with this Agreement and any other agreements or instruments entered into pursuant to the matters detailed herein.

ARTICLE V

DEFAULT

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

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

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

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

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

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

Section 5.2 Remedies on Default.

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

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

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

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

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

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

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

IF TO THE COMPANY:

WELLMAN PLASTICS RECYCLING
Attn: Dal Avant
Post Office Box 188
Johnsonville, SC 29555

WITH A COPY TO:

IF TO THE COUNTY:

Florence County, South Carolina
Attn: County Administrator
180 N. Irby Street
MSC-G
Florence, SC 29501

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

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

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

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

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

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

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee

Agreement, with a view toward providing the Company with the benefits of such change in the Act or South Carolina laws.

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

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

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

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

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

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the

County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

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

FLORENCE COUNTY, SOUTH CAROLINA

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

ATTEST:

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

WELLMAN PLASTICS RECYCLING

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

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

EXHIBIT A

FLORENCE COUNTY PROPERTY DESCRIPTION

<u>Tax Notice Name/Description</u>	<u>Map Block Parcel</u>	<u>Property Identification</u>	<u>Tract Acres</u>
60106-14-000	439-05-001	Original Plant Site	182.06
60106-14-000 includes the following additional parcels :			
Lynch River Boundaries	435-05-002	Poulsen Tract	51.21
Lynch River Boundaries	440-05-013	McPhater Tract	76.99
Complex D Buildings, B Warehouses and Perimeter Guard Road.	440-05-014	Perimeter Road	144.50
MPC Facility	440-05-080	Material Recovery Areas	16.50
Energy Plant Facilities	440-05-081	Energy Plant Facilities	5.67
PET Expansion Facilities	440-05-082	PET Recoveries	42.93
Wellman - Off Highway #51	432-05-033	Off State Highway #51	22.00
Wellman Heights parcels:			
Railroad Track Area (Adjacent)	431-05-005	Railroad Track Area (Adjacent)	14.00
Safety Building Area	431-05-007	Safety Building Area	1.50
Resource Center Building Area	431-05-008	Resource Center Building Area	1.50
Purchasing Building Area	431-05-009	Purchasing Building Area	1.50
Raw Material Procurement Area	431-05-010	Raw Material Procurement Area	2.00
Jays House and Lot	431-05-011	Jays House and Lot	3.70
Mathew House and Lot	431-05-012	Mathew House and Lot	1.00
Common Area -Wellman Heights	431-05-009	Common Area -Wellman Heights	
		Total Acres	569.04

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

The Pee Dee Mental Health Center Board of Directors Requests Council's consideration for the approval of the submission of Sergeant Major Richard "Rick" Walden for recommendation to the Governor for appointment to the Pee Dee Mental Health Center Board of Directors representing Florence County with appropriate expiration term, replacing Pamela Varela Rhoads who resigned effective August 26, 2010.

ATTACHMENTS:

1. Copy of the letter of recommendation from Dr. Cecilia Farina-Morin, Chair, Pee Dee Mental Health Center Board of Directors.
2. A copy of the current list of the Board of Directors representing Florence County.



State of South Carolina
Department of Mental Health

MENTAL HEALTH COMMISSION:

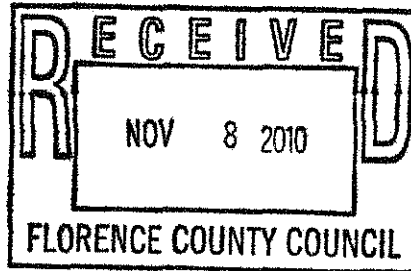
Alison Y. Evans, PsyD, Chair
Joan Moore, Vice Chair
Jane B. Jones
Everard Rutledge, PhD
J. Buxton Terry

STATE DIRECTOR
John H. Magill

Pee Dee
Mental Health Center
125 East Cheves Street
Florence, SC 29506
Information: (843) 317-4089
Stuart J. Shields, MSW, MPH, Executive Director

November 4, 2010

K. G. "Rusty" Smith, Chairman
Florence County Council
180 N. Irby Street, MSC-G
Florence, South Carolina 29501



Dear Chairman Smith:

We are respectfully submitting the following individual to be considered by the Florence County Council for consideration and nomination to Governor Mark Sanford, for appointment to the Pee Dee Mental Health Center Board of Directors, representing Florence County.

Sergeant Major Richard "Rick" Walden
2212 Poor Farm Road
Effingham, SC 29541

(Seat # 1 - Formerly Pamela Varela Rhoads
Term: 12/31/2007 - December 31, 2011; Resigned August 26, 2010)

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

Yours truly,

Cecilia Farina - Morin 1/6

Dr. Cecilia Farina-Morin, Chairman
Pee Dee Mental Health Center Board of Directors

Cc: Sergeant Major Richard "Rick" Walden
Pee Dee Mental Health Center Board of Directors

MISSION STATEMENT
To support the recovery of people with mental illnesses.



PEE DEE MENTAL HEALTH CENTER BOARD

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

APPOINTED BY: THE GOVERNOR **MEMBERSHIP
ROSTER**

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

<u>SEAT</u>	<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
1	Pamela Varela Rhoads 705 Prince Alston Cove Florence, SC 29501	12/2011
2	Dr. Gregory V. Browning 611 South Dargan Street 664-8882 Florence, SC 29506	12/2010
3	Thornell Kirven 1760 N. Norwood Lane 662-7658 Florence, SC 29506	12/2010
4	Dr. Cecilia Farina-Morin, M.D. 1462 N. Sally Hill Road 278-8385 - H Timmons ville, SC 29161 777-4217 - O Re-Appointment Pending – Letter to Governor 02/18/10	12/2009
5	John E. Lochart 1711 Brandon Drive 843 665-3191 Florence, SC 29505	12/2013
6	Vacant	12/2012
(Eugene A. Fallon, Jr. Appointment Pending – letter to Governor 09/16/10)		
7	Carlyle C. Gainey 448 Sterling Drive 773-9973 Florence, SC 29501	12/2013

8

Nadine Livingston
Post Office Box 13362
Florence, SC 29504
Re-Appointment Pending – Letter to Governor 02/18/10

12/2009

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly financial reports are provided to Council for fiscal year 2011 through September 30, 2010 as an item for the record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY11
7/1/10 TO 09/30/10**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	33,124,798	17,699,916	15,424,882	46.57%
Licenses & Permits	1,339,176	243,683	1,095,493	81.80%
Fines & Fees	3,174,264	606,642	2,567,622	80.89%
Intergovernmental	6,287,026	242,070	6,044,956	96.15%
Sales and Other Functional	5,251,906	1,271,048	3,980,858	75.80%
Miscellaneous	947,942	54,470	893,472	94.25%
Operating Transfers	(2,118,438)	-	(2,118,438)	100.00%
Use of Fund Balance	1,965,390	-	1,965,390	100.00%
TOTAL	49,972,064	20,117,829	29,854,235	59.74%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY11
7/1/10 TO 09/30/10**

		YEAR-TO-DATE			
		BUDGETED	ACTUAL	REMAINING	
EXPENDITURES		EXPENDITURE	EXPENDITURE	BALANCE	PCT
10-411-401	County Council	353,921	75,722	278,199	78.60%
10-411-402	Administrator	625,172	121,420	503,752	80.58%
10-411-403	Clerk of Court	1,850,960	418,047	1,432,913	77.41%
10-411-404	Solicitor	1,068,037	217,195	850,842	79.66%
10-411-405	Judge of Probate	510,911	111,668	399,243	78.14%
10-411-406	Public Defender	737,913	162,566	575,347	77.97%
10-411-407	Magistrates	2,155,858	467,062	1,688,796	78.34%
10-411-409	Legal Services	82,150	19,197	62,953	76.63%
10-411-410	Voter Registration & Elections	475,742	106,082	369,660	77.70%
10-411-411	Finance	763,104	165,397	597,707	78.33%
10-411-412	Human Resources	1,258,804	370,646	888,158	70.56%
10-411-413	Procurement & Vehicle Maintenance	1,286,586	318,560	968,026	75.24%
10-411-414	Administrative Services	390,558	120,546	270,012	69.13%
10-411-415	Treasurer	1,217,704	243,951	973,753	79.97%
10-411-416	Auditor	484,877	96,801	388,076	80.04%
10-411-417	Tax Assessor	1,307,903	271,338	1,036,565	79.25%
10-411-418	Planning and Building	2,050,116	397,262	1,652,854	80.62%
10-411-419	Complex	1,222,911	281,500	941,412	76.98%
10-411-420	Facilities Management	886,940	215,903	671,037	75.66%
10-411-427	Information Technology	1,266,969	230,203	1,036,767	81.83%
10-411-446	Veteran's Affairs	148,790	32,244	116,546	78.33%
10-411-480	Senior Citizen Centers	336,991	70,644	266,347	79.04%
10-411-485	General Direct Assistance	208,077	26,190	181,887	87.41%
10-411-488	Contingency	706,766	299,688	407,078	57.60%
10-411-489	Employee Tort & Blanket Bond	209,568	208,947	621	0.30%
10-421-421	Sheriff's Office	14,529,022	3,561,076	10,967,946	75.49%
10-421-422	Emergency Management	2,434,657	571,449	1,863,208	76.53%
10-421-481	Rural Fire Departments	14,553	1,034	13,519	92.90%
10-451-423	EMS	4,124,606	1,028,700	3,095,906	75.06%
10-451-424	Rescue Squads	400,036	35,192	364,844	91.20%
10-451-425	Coroner	261,935	57,805	204,130	77.93%
10-451-441	Health Department	83,438	24,187	59,251	71.01%
10-451-442	Environmental Services	690,989	121,559	569,430	82.41%
10-451-485	Health Direct Assistance	15,428	-	15,428	100.00%
10-461-485	Welfare - MIAP & DSS	454,505	174,931	279,574	61.51%
10-471-451	Recreation	1,729,988	495,965	1,234,023	71.33%
10-471-455	County Library	3,611,074	867,831	2,743,243	75.97%
10-471-485	Museum Commission	9,702	-	9,702	100.00%
10-481-485	Literacy Council	4,803	-	4,803	100.00%
TOTAL		49,972,064	11,988,507	37,983,557	76.01%

Percent of Fiscal Year Remaining = 75.00%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/10 TO 09/30/10**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,515,083	293,226	3,221,857	91.66%	3,515,083	3,419,808	95,275	2.71%
112 Economic Development Partnership Fund	446,292	105,125	341,167	76.44%	446,292	46,687	399,605	89.54%
123 Local Accommodations Tax Fund	2,437,793	489,673	1,948,120	79.91%	2,437,793	242,370	2,195,423	90.06%
124 Local Hospitality Tax Fund	696,292	71,412	624,880	89.74%	696,292	237,751	458,541	65.85%
131 District Utility Allocation Fund	2,123,693	79,566	2,044,127	96.25%	2,123,693	1,741,693	382,000	17.99%
132 District Infrastructure Allocation Fund	1,637,634	124,873	1,512,761	92.37%	1,637,634	1,201,044	436,590	26.66%
151 Law Library Fund	87,318	3,851	83,467	95.59%	87,318	50,854	36,464	41.76%
153 Road System Maintenance Fee Fund	3,198,581	642,253	2,556,328	79.92%	3,198,581	764,423	2,434,158	76.10%
154 Victim/Witness Assistance Fund	193,500	57,154	136,346	70.46%	193,500	20,140	173,360	89.59%
421 Landfill Fund	4,057,416	564,611	3,492,805	86.08%	4,057,416	124,020	3,933,396	96.94%
431 E911 System Fund	629,196	60,733	568,463	90.35%	629,196	92,654	536,542	85.27%
TOTALS:	19,022,798	2,492,476	16,530,322	86.90%	19,022,798	7,941,443	11,081,355	58.25%

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.)

\$ 62,119,836

**Florence County Council
District Allocation Balances
September 30, 2010**

Council District #	Type of Allocation	Beginning Budget FY11	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	215,462.00	26,216.00	189,246.00
	Paving	56,477.00	-	56,477.00
	Utility	242,729.00	-	242,729.00
	In-Kind	19,800.00	-	19,800.00
2	Infrastructure	53,894.00	17,210.00	36,684.00
	Paving	66,744.00	-	66,744.00
	Utility	3,604.00	-	3,604.00
	In-Kind	19,800.00	-	19,800.00
3	Infrastructure	74,397.00	23,745.00	50,652.00
	Paving	73,014.00	-	73,014.00
	Utility	256,532.00	6,217.00	250,315.00
	In-Kind	19,800.00	-	19,800.00
4	Infrastructure	283,090.00	8,717.00	274,373.00
	Paving	186,757.00	-	186,757.00
	Utility	93,297.00	58,380.00	34,917.00
	In-Kind	19,800.00	158.00	19,642.00
5	Infrastructure	72,544.00	8,217.00	64,327.00
	Paving	51,889.00	-	51,889.00
	Utility	131,908.00	8,380.00	123,528.00
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	284,666.00	42,771.00	241,895.00
	Paving	113,579.00	-	113,579.00
	Utility	270,353.00	-	270,353.00
	In-Kind	19,800.00	3,248.00	16,552.00
7	Infrastructure	94,656.00	12,000.00	82,656.00
	Paving	144,780.00	40,662.00	104,118.00
	Utility	308,825.00	6,217.00	302,608.00
	In-Kind	19,800.00	604.00	19,196.00
8	Infrastructure	123,747.00	8,216.00	115,531.00
	Paving	55,040.00	-	55,040.00
	Utility	147,689.00	-	147,689.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	53,447.00	11,762.00	41,685.00
	Paving	103,089.00	7,032.00	96,057.00
	Utility	260,356.00	-	260,356.00
	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, 2010

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Completed to Date	Balance	% Balance Remaining
Pine Needles Road Widening	\$ 17,676,768.00	\$ 679,121.33	\$ 1,224,957.80	\$ 7,574,713.81	\$ 9,478,792.94	\$ 8,197,975.06	46.38%
US 378 Widening	\$ 138,751,620.00	\$ 2,373,972.04	\$ 207,991.67	\$ 74,187.43	\$ 2,656,151.14	\$ 136,095,468.86	98.09%
US 76 Widening	\$ 31,641,621.00	\$ 1,316,287.76	\$ 12,932.28	\$ 2,562.16	\$ 1,330,782.20	\$ 30,310,838.80	95.79%
TV Road Widening	\$ 34,519,290.00	\$ 716,138.77	\$ -	\$ 1,625.53	\$ 717,764.30	\$ 33,801,525.70	97.92%
SC 51 Widening	\$ 151,533,817.00	\$ 601,746.19	\$ -	\$ 38.75	\$ 601,784.94	\$ 150,932,032.06	99.60%
US 301 Bypass Extension	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	100.00%
	\$ 447,587,262.00	\$ 5,686,266.09	\$ 1,445,881.75	\$ 7,653,127.68	\$ 14,785,275.52	\$ 432,801,986.48	96.70%

REVENUES	Project Budget				Received/Earned to Date	Balance	% Balance Remaining
Capital Project Sales Tax	\$ 148,000,000.00				\$ 59,096,926.06	\$ 88,903,073.94	60.07%
Earned State Match	\$ 250,000,000.00				\$ 124,239,671.02	\$ 125,760,328.98	50.30%
Interest Earnings	\$ -				\$ 3,022,909.45		
	\$ 398,000,000.00				\$ 186,359,506.53	\$ 214,663,402.92	

NOTE: Revenue Received/Earned to Date is as of June 30, 2010, since capital project sales tax is received from the state on a quarterly basis.

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Report to Council

DEPARTMENT: Florence Museum
(Human Resources Department)

ISSUE UNDER CONSIDERATION:

Authorize One Full-time Curator Position in the Florence Museum from Budgeted Funds.

FUNDING FACTORS:

Total budgeted cost of \$38,757 is funded entirely in Local Hospitality Tax Fund, Florence Museum Department Budget, 124-471-486-640 for FY 11.

OPTIONS:

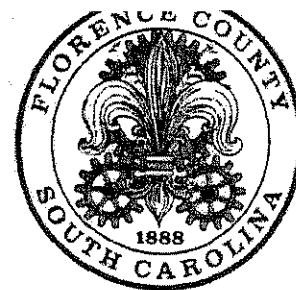
1. Approve as presented.
2. Provide an alternate directive.

ATTACHMENTS:

Correspondence from the Florence Museum dated October 27, 2010.

Florence County Museum

South Carolina



Wednesday, October 27, 2010

Florence County Human Resources Department
City-County Complex
180 North Irby Street MSC-H
Florence, SC 29501

Dear Mrs. Andrews,

I am requesting the addition of a new Curator of Education position with the Florence County Museum. A Curator of Education is important in expanding current educational opportunities, establishing new programs and exhibits for the new museum facility.

The Curator of Education will be responsible for but not limited to the following:

- Establish in-school traveling exhibits;
- Develop and monitor a docent program;
- Create a museum curriculum based on museum objects and exhibits;
- Expand on lecture series and continue to work with community programs;
- Give museum tours for school children, visitors and tourists;
- Work in conjunction with Curator of Interpretations and Collections to establish exhibits.

Please find enclosed a job description for the Curator of Education. If you have any questions please feel free to contact me.

Regards,

Andrew R. Stout
Florence County Museum Director

Florence County Council Meeting
November 18, 2010

Job Title	Grade	ANN Rate	ANN Fringes	ANN Ins	ANN Total
Curator of Education	14	28,846	4,915	4,995	38,756

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Grant Award
Lowcountry Resource Conservation and Development Youth
Environmental Education Grant

DEPARTMENT: Florence County Parks & Recreation Department
Grants Department

ISSUE UNDER CONSIDERATION:

Accept A Lowcountry Resource Conservation and Development Youth Environmental Education Grant In The Amount Of \$250 To Provide Supplies for Programming at the Environmental Discovery Center (EDC) For The Florence County Parks & Recreation Department.

POINTS TO CONSIDER:

1. Florence County Parks & Recreation Department will utilize the Lowcountry Resource Conservation and Development Youth Environmental Education grant to cover the necessary supplies for three educational programs for the EDC.
2. Supplies will be used to provide students with hands on tools for environmental and conservation education programs such as the Water Quality Assessment of Lynches River, Lost in the Wild and Sharks.
3. The grant does not require matching funds.
4. Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund.

FUNDING FACTORS:

1. \$250 = Total costs for the Lowcountry Resource Conservation and Development Youth Environmental Education grant to be used for programming materials for the Florence County Parks & Recreation Department.
2. \$0 = no matching funds required.

OPTIONS:

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

ATTACHMENTS:

Lowcountry Resource Conservation and Development Youth Grant Committee Award Notification.



**Lowcountry RC&D Youth Environmental
Education Grant Program**

219 S. Lemacks St. Walterboro, SC 29488

843-549-5596

October 25, 2010

Ms. Jennifer Majors
Environmental Discovery Center
1110 Ben Gause Rd.
Coward, SC 29530

Dear Ms. Majors:

The Lowcountry RC&D Youth Environmental Education Grant Committee is delighted to inform you the Environmental Discovery Center Education Programs was chosen as a youth grant recipient. We hope these grant funds will enable you to enhance your youth environmental education program as explained in your grant application.

We are delighted to enclose your \$250 check. We hope that you will let us know, through words and pictures, how you have utilized the grant funds. As stated on the grant application you will be required to submit an article to the local news media with a copy to Lowcountry RC&D to justify use of the grant funds.

We salute you for your dedication and commitment to environmental education and encourage you to continue your efforts.

If you have any questions, please contact Steve Edwards at (843) 549-5596.

Once again, congratulations!

Lowcountry RC&D Youth Grant Committee

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Award Of Bid # 05-10/11 For Roof Replacement Project At The Olanta Magistrates Office To Gardner Roofing, Inc., Hartsville, South Carolina In The Amount Of \$20,500 To Be Funded From Previously Approved Bond Funds. (3 Compliant Bids).

POINTS TO CONSIDER:

- 1) Bid #05-10/11 was publicly offered.
- 2) Four (4) bids were received; three (3) bids were compliant.
- 3) Gardner Roofing, Inc., Hartsville, SC was the lowest compliant bidder for the roof replacement at the Olanta Magistrates Office.
- 4) The Facilities Manager recommends the award.
- 5) The bid expires February 1, 2011.

FUNDING FACTORS:

- 1) \$20,500 = Total cost of the roof replacement for the Olanta Magistrates Office to be funded from previously approved funds in 314-411-419-000-8600.

OPTIONS:

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

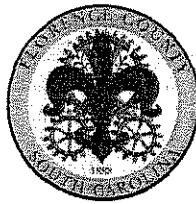
ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Memo of recommendation from Facilities Manager.

Dept: Olanta Magistrate's Office	Bid Opening Date:	November 2, 2010
Roof Replacement Project	Time:	11:00 AM
Invitation-to-Bid #05-10/11	Advertised Date:	MN-10-10-10 SCBO-10-11-10
	Invitations to Bids Distributed:	11
	Bid Expiration Date:	2/1/2011

Name of Bidder	Base Bid		Bid Security	Meets Specs	Total Bid	Total Non-Local (+2%)
Gardner Roofing, Inc. Hartsville, SC	\$20,500.00		Yes	Yes	\$20,500.00	
Coastal Commercial Roofing, Co. Conway, SC	\$28,055.00		Yes	Yes	\$28,055.00	
Spann Roofing & Sheet Metal, Inc. Conway, SC	\$36,500.00		No	No	\$36,500.00	
C. E. Bourne & Co., Inc. Greenwood, SC	\$36,900.00		Yes	Yes	\$36,900.00	

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



FLORENCE COUNTY
Facilities Management

William Hargrove
Facilities Manager

MEMORANDUM

To: Mazie Abraham, Interim Procurement Director
From: Bill Hargrove, Facilities Manager
Date: November 8, 2010
Re: Recommendation on Awarding Bid #05-10/11

My recommendation for Bid #05-10/11, Roof Replacement Project – Olanta Magistrate's Office, is that it be awarded to the lowest responsive bidder, Gardner Roofing of Hartsville, SC in the amount of \$20,500.00.

If you have any questions, please contact me.

WJH

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Other Business
Council District #9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$26,737.50 from Council District #9 funding allocations to pay for 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: 11/18/10

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 18, 2010

AGENDA ITEM: Inactive Agenda
Ordinance No. 06-2010/11

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

At Its Regular Meeting Of October 21, 2010 The Following Ordinance Was Referred To The Committee On Education, Recreation, Health & Welfare:

Ordinance No. 06-2010/11: [An Ordinance To Amend Florence County Code Chapter 6, Animal Care And Control, Section 6-2, Animal Cruelty, To Provide Regulations For The Practice Of Tethering Of Dogs And Other Matters Related Thereto.]

ATTACHMENTS:

Copies of the information provided in the October 21, 2010 agenda package.

FLORENCE COUNTY COUNCIL MEETING

October 2, 2010

AGENDA ITEM: Third Reading - Ordinance No. 06-2010/11

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend Florence County Code Chapter 6, Animal Care And Control, Section 6-2, Animal Cruelty, To Provide Regulations For The Practice Of Tethering Of Dogs And Other Matters Related Thereto.)

POINTS TO CONSIDER:

Ordinance is amended to include the requirement that a tethering device must employ a swivel on at least one end to minimize tangling.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 06-2010/11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 06-2010-11.

Sponsor(s) : County Council
 First Reading/Introduction : August 19, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : September 16, 2010
 Second Reading : September 16, 2010
 Third Reading : October 21, 2010
 Effective Date : Immediately

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

ORDINANCE NO. 06-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend Florence County Code Chapter 6, Animal Care And Control, Section 6-2, Animal Cruelty, To Provide Regulations For The Practice Of Tethering Of Dogs And Other Matters Related Thereto.)

WHEREAS:

1. Section 47-3-20 of the Code of Laws of South Carolina, 1976, as amended, grants authority to Florence County to enact an ordinance for the care and control of dogs, cats, and other animals and to prescribe penalties for violations; and
2. Florence County recognizes the need for regulations to provide for the humane treatment of dogs that are tethered and/or chained.

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

1. Florence County Code, Chapter 6, Animal Care and Control, Section 6-2, Animal Cruelty, is hereby amended with the insertion of language attached hereto and incorporated by reference.
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 with the invalid provision or application and to this end, the provisions of this Ordinance is severable.

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 K. G. Rusty Smith, Jr., Chairman

 Approved as to Form and Content
 James C. Rushton, III, County Attorney

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

Sec. 6-2. Animal Cruelty.

(n) Tethering of Dogs.

“Tethered” or “tethering” means attaching an animal to a stationary object by means of a chain, cable, rope, running line, harness or similar device. Tethering shall not include the use of an appropriate leash to walk a dog.

(1) It shall be unlawful for any person to tether, fasten, chain, tie, restrain or otherwise cause a dog to be fastened, chained, tied or restrained, without limitation to houses, trees, garages, or other stationary or immobile objects by means of a chain, cable, rope, running line, harness or other physical restraint for the purpose of confinement, except in circumstances where all of the following requirements are met:

- (a) The tether must be attached to a properly fitting harness or collar and not directly to the dog’s neck. The tether must be at least twelve (12) feet in length; positioned so that at its greatest length it prevents injury, strangulation or entanglement with any obstruction, man-made or natural; and employ a swivel on at least one end of the tether to minimize tangling.
- (b) The tether, assembly or attachments shall not exceed one-tenth (1/10) of the dog’s body weight so as to inhibit the free movement of a dog within the area tethered.
- (c) Tethering of dogs for more than one (1) hour at a time and more than three (3) total hours in any twenty-four (24) hour period is prohibited. Dogs must be taken off of a tether for at least three (3) continuous hours between tethering periods.
- (d) A dog is not to be tethered outside during extreme weather, including, but not limited to extreme heat or near-freezing temperatures, thunderstorms or floods.
- (e) A tethered dog must have access to adequate shade, shelter, food and water.
- (f) The dog must be at least fifteen (15) feet from the edge of any public road or sidewalk and not in an area open to teasing or attacks, or where the ground becomes wet or muddy. The dog must be tethered in a manner that will prevent the animal from leaving any part of the owner’s property.
- (g) The dog must be six (6) months of age or older
- (h) The dog must not be sick or injured.
- (i) If there are multiple dogs, each dog must be tethered separately.

(2) Any person in violation of this section shall be subject to a civil fine in accordance with Section 6.2(j) of this chapter.