

**AGENDA AMENDED
COLLETON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 2, 2012
6:00 P.M.**

COUNTY COUNCIL CHAMBERS, OLD JAIL BUILDING

1. Call to Order
2. Invocation & Pledge of Allegiance
3. Roll Call
4. Changes to the Agenda
5. Appearances & Public Presentations
 - a) Hope Haven of the Lowcountry Services- Christine Smith
6. Approval of Minutes
 - a) Regular Meeting September 4, 2012
 - b) Special Meeting September 17, 2012
7. Awards and Recognition's
 - a) Proclamation- Sean Thornton-Ernest F. Hollings Award for Excellence in State Prosecution
8. Administrator's Briefing
9. Public Hearing
 - a) Ordinance 12-O-09, To Authorize the Rezoning of a 0.342 Acre Parcel in Green Pond, Identified as a Portion of TMS 292-00-00-034, from Rural Conservation-2 (RC-2) to Rural Conservation-1 (RC-1).
 - b) Ordinance 12-O-10, To Amend the Colleton County Code of Laws by Repealing Various Chapters/Sections
10. Old Business
 - a) 3rd Reading Ordinance 12-O-09, To Authorize the Rezoning of a 0.342 Acre Parcel in Green Pond, Identified as a Portion of TMS 292-00-00-034, from Rural Conservation-2 (RC-2) to Rural Conservation-1 (RC-1).
 - b) 3rd Reading Ordinance 12-O-10, To Amend the Colleton County Code of Laws by Repealing Various Chapters/Sections.
 - c) 2nd Reading Ordinance 12-O-11, To Provide For A Fee-In-Lieu Of Tax Arrangement For Project UHT; Provide For Special Source Revenue Credits To Fund Infrastructure Improvements; Provide For The Allocations Of Fees-

In-Lieu Of Taxes Payable Under The Agreement For Development For A Joint County Industrial Park With Hampton County; And Other Matters Relating Thereto.

- d) 2nd Reading Ordinance 12-O-13, To Provide for the Sale of Real Property Owned by Colleton County, South Carolina to Project UHT, LLC; and Other Matters Relating Thereto.

11. New Business

- a) Resolution 12-R-96, To Designate Dawson Associates, Inc as a Sole Source Vendor for the Purchase of RAE Hazmat Equipment.
- b) Resolution 12-R-99, To Grant Two Rights of Way By and Between the City of Walterboro, the County of Colleton, and South Carolina Electric and Gas Company.
- c) Resolution 12-R-100, To Approve the Memorandum of Understanding and Agreement Between Colleton County and the South Carolina Association of Counties Being Authorized and Designated as the Claimant Agent for the County Pursuant to the Setoff Debt Collection Act of 2003, as Amended and the Governmental Enterprise Accounts Receivable Program, as Set Out in §12-4-580 (2003).
- d) Resolution 12-R-101, To Award the Contracts for Demolition Projects at Various Properties.
- e) Resolution 12-R-102, To Authorize a Fund Balance Appropriation from Fund 156-Fire Rescue and to Authorize Payment from Fund 142 – Infrastructure/Industrial Development Fund.
- f) Resolution 12-R-103, To Adopt the 2012 Annual Progress Report for the Lowcountry Regional Natural Hazard Mitigation Plan.
- g) Resolution 12-R-104, To Approve Renewal of Breathing Air Compressor Service Contract for Colleton County Fire Rescue.
- h) Resolution 12-R-105, To Authorize the Council Clerk to Advertise for Board Vacancies.
- i) Resolution 12-R-106, To Authorize Use by the Explorer Division of the Colleton County Sheriff's Office and the Colleton County High School NJROTC Booster Club of the Breland Building for the Annual Haunted House Fundraiser.
- j) Resolution 12-R-107, To Approve the Use of the County Parking Lot for Band of Blue Annual Palmetto Classic Stride 5K Run/ Walk.

- k) 1st Reading Ordinance 12-O-14, To Amend Chapter 9.30 by Title and To Amend Sections 9.30.010, 9.30.030 and 9.30.050, Subsection (3) of Ordinance No. 11-O-04 To Include a Ban on Registered Sex Offenders Entering Into or Upon Any Facility Hosting an Event for Children Owned, Operated or Maintained by Colleton County.
- l) 1st Reading Ordinance 12-O-15, To Amend Title 13-Buildings and Construction of the Colleton County Zoning Ordinance, Chapter 13.12 – Flood Damage Prevention, to Add the Definition of Enclosure to Section 13.12-2.020 and to Repeal Section 13.12-5.040.

- 12. Items for Information and Public Record
- 13. Public Comments (3 minutes per person/max time 20 min.)
- 14. Council Time
- 15. Executive Session
 - a) Personnel
 - b) Economic Development
- 16. Adjournment
- 17. Informal Meeting of the Whole

HOPE HAVEN OF THE LOWCOUNTRY

Children's Advocacy and Rape Crisis Center

To whom it may concern,

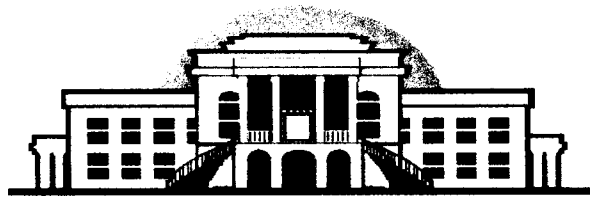
Hope Haven of the Lowcountry is a nationally accredited not-for-profit Children's Advocacy and Rape Crisis Center located in Beaufort, South Carolina. We provide state-of-the-art child forensic interviews, 24-hour hotline, crisis counseling, hospital and court accompaniment, forensic medical evaluations performed by a pediatric nurse practitioner, victim advocacy, evidence-based mental health treatment, family support, survivor support groups, volunteer opportunities, law enforcement partnerships and educational programs. Hope Haven responds to the needs of child victims of abuse and adult victims of rape, sexual assault and incest in the South Carolina counties of Beaufort, Colleton, Hampton, Jasper and Allendale.

Our mission is to provide comprehensive services that lead to healing for child victims of abuse and adult victims of rape, sexual assault and incest.

We offer a variety of age-appropriate community awareness educational programs, including the Stewards of Children program, to help adults and children increase their abilities to prevent child sexual abuse and sexual assault. We also provide expert consultation to any child serving organizations interested in creating or improving their child protection policy.

We would like to provide more outreach to Colleton County by first coming out to as many organizations and events as possible to talk about our services. We strive to reach the vulnerable populations so that we can prevent abuse from happening to them or giving them the knowledge of our services in order for them to access our services as needed. We can structure our presentations and trainings to fit the audience and any time constraints. We are willing to work with any organization that is interested in helping us spread awareness. All of our services are free including the trainings and presentations. Please contact me, Christine Smith, at 843-524-2256 to schedule a meeting or training.

Christine Smith
Sexual Assault Outreach Specialist
Hope Haven of the Low Country
Tel. 843.524.2256 or 525.6699
Fax 843.524.0597



COLLETON COUNTY
FOUNDED 1682

PROCLAMATION
COLLETON COUNTY COUNCIL

To All Who Find These Presents:

WHEREAS, On September 23, 2012, U.S. Attorney Bill Nettles presented the Earnest F. Hollings Award for Excellence in State Prosecution; and

WHEREAS, The award is named after U.S. Senator Earnest F. Hollings, who represented South Carolina from 1966-2005. It was first awarded in 1997 as a means for federal prosecutors to publicly recognize their state court colleagues; and

WHEREAS, Sean Thornton, Deputy Solicitor for the Fourteenth Judicial Circuit, won the 2012 Earnest F. Hollings Award for Excellence in State Prosecution for his outstanding work in General Sessions Court; and

WHEREAS, Thornton was promoted in 2006 as the deputy Solicitor tasked with managing four of the five counties of the Fourteenth Judicial Circuit and was again promoted in 2011 to oversee all five counties. He was appointed County Attorney in April of 2002; and

WHEREAS, As Deputy Solicitor, Thornton manages dozens of employees who are spread out among six offices in five counties. In addition to many administrative duties, he prosecutes some of the office's most difficult cases. For the past three years, he was the senior attorney on the career Criminal Prosecution Team. Last year alone, he was responsible for eight life sentences.

NOW THEREFORE BE IT PROCLAIMED BY COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:

For Mr. Thornton's commitment to making our communities stronger, and for all his efforts on behalf of Colleton County, we offer local thanks to the honors bestowed by the State of South Carolina. Colleton County Council hereby salutes Mr. Sean Thornton, Deputy Solicitor of the Fourteenth Circuit.

Adopted at the Regular Meeting of Council on October 2, 2012.

Evon Robinson, Chairman

County Seal:

Attest: Ruth Mayer, Clerk to Council

Sponsor(s) : County Council
First Reading : August 14, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : September 4, 2012
Public Hearing : October 2, 2012
Third Reading : October 2, 2012
Effective Date : Immediately

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

ORDINANCE NO. 12-O-09

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[To Authorize the Rezoning of a 0.342 Acre Parcel in Green Pond, Identified as a Portion of TMS 292-00-00-034, from Rural Conservation-2 (RC-2) to Rural Conservation-1 (RC-1).]

WHEREAS:

1. County Council pursuant to Title 6, Chapter 29, Code of Laws of South Carolina, 1976 as amended, has the legal authority to periodically amend the Official Colleton County Zoning Ordinance and Maps; and
2. The Colleton County Land Management Ordinance authorizes County Council to amend the official Zoning Maps for Colleton County; and
3. The Planning Commission has reviewed an application to rezone from Rural Conservation-2 (RD-2) to Rural Conservation-1 (RC-1), an approximately 0.342 acre, parcel located adjacent to a larger parcel, TMS 292-00-00-035 (known as 1822 Stocks Creek Road in Green Pond), also owned by the applicant; and
4. The larger parcel is zoned Rural Conservation-1 (RC-1) and the new, smaller parcel is zoned Rural Conservation -2 (RC-2); and
5. The applicant wishes for the entire tract to be zoned Rural Conservation-1 (RC-1); and
6. The Planning Commission at their Monday, July 23rd Meeting, voted unanimously to recommend that Council approve the requested rezoning, as the Rural Conservation-1 District is compatible with the Comprehensive Plan description of the area, and the rezoning provides consistency between the smaller tract and the larger one, eliminating split zoning of the property.

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

1. The 0.342 acre tract in Green Pond, identified as a portion of Tax Map Number 292-00-00-034, is hereby rezoned from Rural Conservation-2 (RD-2) to Rural Conservation-1 (RD-1) on the official Zoning Maps for Colleton County.

2. Severability:

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

3. Conflict:

Provisions in other County Ordinances, Resolutions, policies, or by-laws in conflict with this Ordinance are hereby repealed.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

Approved as to Form
Sean Thornton, County Attorney

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
First Reading : August 14, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : September 4, 2012
Public Hearing : October 2, 2012
Third Reading : October 2, 2012
Effective Date : Immediately

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

ORDINANCE NO. 12-O-10

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY [To Amend the Colleton County Code of Laws by Repealing Various Chapters/Sections.]

WHEREAS:

1. The Colleton County Code of Laws was recently republished through Municode; and
2. As part of that republication, the entire Code was proofread, and various duplications and/or out-of-date chapters/sections were identified as follows:
 - a) Chapter 2.44. Cultural Arts Commission
Commission no longer exists; disbanded by Council in 1990's
 - b) Chapter 2.52. Low Country Film Commission
Commission no longer exists; disbanded by Council in 1990's
 - c) Section 2.60.030. Office of delinquent tax collector
Delinquent Tax Collector is hired by Administrator and is not a contract employee
 - d) Chapter 5.04. Commercial Filming
Refers to Film Commission which no longer exists
 - e) Chapter 13.08. County Airport Zoning Regulations
Duplication of provisions of Zoning Ordinance Section 14.08-2.150 (B)
3. In order to bring the Code into compliance with current practice and to eliminate duplication, it is necessary to repeal these chapters/sections.

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

1. The following chapter/sections of the Colleton County Code of Laws are hereby repealed in their entirety:
 - f) Chapter 2.44. Cultural Arts Commission
 - g) Chapter 2.52. Low Country Film Commission
 - h) Section 2.60.030. Office of delinquent tax collector
 - i) Chapter 5.04. Commercial Filming

j) Chapter 13.08. County Airport Zoning Regulations

2. Severability:

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

3. Conflict:

Provisions in other County Ordinances, Resolutions, policies, or by-laws in conflict with this Ordinance are hereby repealed.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

Approved as to Form
Sean Thornton, County Attorney

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
First Reading : September 17, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : October 2, 2012
Public Hearing : October 30, 2012
Third Reading : October 30, 2012
Effective Date : Immediately

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

ORDINANCE NO. 12-O-11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

TO PROVIDE FOR A FEE-IN-LIEU OF TAX ARRANGEMENT FOR PROJECT UHT; PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO FUND INFRASTRUCTURE IMPROVEMENTS; PROVIDE FOR THE ALLOCATIONS OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR DEVELOPMENT FOR A JOINT COUNTY INDUSTRIAL PARK WITH HAMPTON COUNTY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Colleton County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution ("Constitution"), the Code of Laws of South Carolina, 1976, as amended ("Code"), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County, including the transfer or sale of real property and the granting of options to purchase or acquire real property owned by the County;

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code ("Act") to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act) and to accept any grants for such projects;

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina ("State") and develop its trade by inducing manufacturing and commercial enterprises to locate in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a "fee agreement," as defined in the Act);

WHEREAS, Project UHT (the "Company") is contemplating the location of a new milk processing and bottling facility (the "Facility") in a multi-county industrial park (the "Park") within the County (the "Site"), which would result in a substantial investment and the creation of new jobs (the "Project"), and has requested the County to provide certain inducements to the Company to locate the Project in the County;

WHEREAS, the Project involves an anticipated investment by the Company of at least \$30 million and the anticipated creation of at least sixty (60) new, full-time jobs within five (5) years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service;

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act ("Fee Agreement") pursuant to which the property comprising the Project will be exempted from property tax for a period of time during which the Company shall make certain payments to the County in lieu of property taxes ("FILOT Payments");

WHEREAS, the Fee Agreement also provides the Company with an additional and limited grant of a credit against its FILOT Payments (the "SSRC");

WHEREAS, the County has reviewed the Fee Agreement, including the provisions contained therein related to the grant of the Special Source Revenue Credit, a copy of the substantially final form of which is attached as Exhibit A and which is incorporated in this Ordinance, and determined that the same is appropriate in form and substance for execution by the County.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Colleton County, South Carolina, in meeting duly assembled:

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, based on information provided by the Company, as follows:

- (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power; and
- (c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County's tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Fee Agreement and SSRC. The Fee Agreement and related SSRC are approved as follows:

(a) The form, terms, and provisions of the Fee Agreement and inclusive grant of SSRC presented to this meeting and filed with the Clerk to County Council ("Clerk") are approved and all of the terms, provisions, and conditions of the Fee Agreement are incorporated by reference. The Chairman of the County Council ("Chairman") and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement and any related documents in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Fee Agreement and any related documents, to be delivered to the Company.

(b) The Fee Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Fee Agreement. The County officials shall consult the attorney for the County ("County Attorney") with respect to any changes to the Fee Agreement. The execution of the Fee Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Fee Agreement now before this meeting.

(c) If under the Fee Agreement, any related documents, or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or County Administrator upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

(d) The Fee Agreement shall provide that the Company shall invest at least \$30 million and create at least sixty (60) new, full-time jobs at the Project within five (5) years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service.

(e) The Fee Agreement shall further provide that the County shall grant an SSRC to the Company equal to the lesser of 100% of its FILOT Payments to the County for the Project for such year or One Hundred Thousand and No/100 Dollars (\$100,000.00) until the Company has received total and applied SSRC's for the Project equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00). The Fee Agreement shall also provide that the County shall cause the Project to be or remain in a Multi-County Industrial Park.

Section 3. Allocation of MCP PILOT Revenues. (a) By separate ordinance (the "MCIP Ordinance") of the County Council, the County, in cooperation with Hampton County (the "Partner County"), designated the Site as a multi-county park pursuant to Article VIII, Section 13 of the Constitution of South Carolina, Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the "MCIP Act"), and the terms of the Agreement for Development for Joint County Industrial Park (the "MCIP Agreement"). In the Fee Agreement the County will agree to maintain such designation for a term of at least __ years to fund the SSRC.

(b) Pursuant to the terms of the MCIP Act, Section X of the MCIP Ordinance, and Section 7 of the MCIP Agreement, the County hereby provides that for ___ years, commencing _____, the annual allocation of the fee-in-lieu of ad valorem taxes generated by the Project and payable to the County in accordance with the terms of the MCIP Agreement (the “MCP FILOT”), after deducting any amounts distributed to the Partner County pursuant to the MCIP Agreement, will be distributed as follows:

(1) To the County, for providing the SSRC, an amount equal to the annual SSRC with respect to the Project as provided in Section 2(e) of this Ordinance and in the FILOT Agreement; and

(2) To the County and the other overlapping taxing entities, in the same relative percentages as the relative millage rates imposed by such taxing entities for the applicable tax year.

Section 4. Execution of Documents. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Fee Agreement and any related documents and the County’s performance of its obligations under the Fee Agreement and any related documents.

Section 5. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 6. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 7. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

COLLETON COUNTY, SOUTH CAROLINA

By:

Evon Robinson, Sr., Chairman of
Colleton County Council

Attest:

Ruth Mayer, Clerk to the Colleton
County Council

First Reading: September 17, 2012
Second Reading: October 2, 2012
Public Hearing: October 23, 2012
Third Reading: October 23, 2012

Exhibit A
Form of Fee Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

I, the undersigned, Clerk to County Council of Colleton County (“County Council”), DO
HEREBY CERTIFY:

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

To the best of my knowledge, the County Council has not taken any action to repeal the
Ordinance.

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

Ruth Mayer, Clerk of County Council
Colleton County, South Carolina

Draft dated 10/1/12

FEE AGREEMENT

by and between

COLLETON COUNTY, SOUTH CAROLINA

and

PROJECT UHT

Effective as of _____

FEE AGREEMENT

PROJECT UHT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into effective as of the Commencement Date (as defined hereinafter) by and between COLLETON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and PROJECT UHT (the "Company"). The County and the Company are sometimes jointly referred to in this Fee Agreement as the "parties," or severally referred to as a "party."

WITNESSETH:

WHEREAS, the Act, as defined herein, empowers the several counties of the State of South Carolina to enter into a fee agreement with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County is authorized to enter into this Fee Agreement by passage of an ordinance that summarizes the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company is contemplating the location of a new milk processing and bottling facility (the "Facility") in a multi-county industrial park (the "Park") within the County (the "Site"), which would result in a substantial investment and the creation of new jobs (the "Project"), and has requested the County to provide certain inducements to the Company to locate the Project in the County;

WHEREAS, subject always to the Act, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

1. DEFINITIONS

1.1. *Specific Definitions*

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

"Act" means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, *et seq.*, as amended.

“Additional Payments” shall have the meaning set forth in Section 4.3 of this Fee Agreement.

“Administrative Expenses” means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, legal fees and expenses incurred by the County, but not to exceed \$7,500 for each occurrence in which the County incurs such expenses, excluding the salaries and overhead of County personnel. The initial process of negotiating, drafting, and implementing this Fee Agreement and the Related Documents shall constitute a single occurrence for the purposes of this limitation. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in connection solely with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company’s behalf.

“Authorized Company Representative” means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the president, any vice president, the secretary, and the treasurer of the Company.

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

“Commencement Date” means the last day of the property tax year during which the Project or a portion of the Project is first placed in service expected to be December 31, 2012, as defined in the Act, except that this date must not be later than the last day of the property tax year which is three years from the year in which the Company and the County entered into this Fee Agreement.

“Company” means PROJECT UHT and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

“Completion Date” means December 31, 2017, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

“Cost” or *“Cost of the Project”* means the cost to the Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants; (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of acquisition, construction and installation of the Project; (e) the expenses of the Company for tests, borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the

performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (f) other costs that the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project; (g) costs incurred by the Company for the acquisition and insuring of any interest in the land upon which the Project is located; (h) costs incurred for the Project by third parties on behalf of the Company; and (i) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project, all whether or not reimbursed by the County or by third parties, all as reflected on the Company's property tax return Form PT-300, with all attachments and schedules thereto, as filed with the Department of Revenue.

"County" means Colleton County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"County Council" means the governing body of the County and its successors.

"Default" means an event or condition, the occurrence of which would, after the passage of any time permitted for cure or the giving of notice or both, become an Event of Default as defined in Section 7.1 hereof.

"Department of Revenue" means the South Carolina Department of Revenue or its successor agency.

"Equipment" means all equipment, machinery, furnishings, and other personal property of Company that are made part of the Project by placing it in service in the County during the Project Period, and any other property described in *Exhibit B* attached hereto and made a part hereof, including all Replacement Property that is personal property of the Company.

"Event of Default" means any of those events set forth in Article 7 of this Fee Agreement.

"Fair Market Value" shall have the meaning set forth in Section 5.1(B) of this Fee Agreement.

"Fee Agreement" means this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

"FILOT Payments" shall have the meaning set forth in Section 5.1 of this Fee Agreement.

"Independent Counsel" means an attorney duly admitted to practice law in the State of South Carolina who does not represent either party to this Agreement.

“*Ordinance*” means the ordinance of the County Council that authorizes execution and delivery of this Fee Agreement and other applicable Related Documents by the County.

“*Park*” shall have the meaning set forth in Section 2.1(E) of this Fee Agreement.

“*Person*” means any individual, association, corporation, partnership, limited liability company, unincorporated organization, joint venture, trust, or government or agency or political subdivision thereof.

“*Project*” shall have the meaning set forth in the recitals hereof, as further defined herein, and shall specifically mean the Real Property and the Equipment.

“*Project Period*” means the five (5) year period beginning with the Commencement Date.

“*Real Property*” means the real property made part of the Project during the Project Period and any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in *Exhibit A* attached hereto, as from time to time supplemented by the Company with the consent of the County, and all Replacement Property that is real property.

“*Related Documents*” means this Fee Agreement, the Ordinance, and any documents to which the County and/or the Company are parties that are reasonably required for the consummation of the transactions contemplated hereby or thereby.

“*Replacement Property*” means all property that is placed in service as a replacement for a portion of the Project, to the maximum extent permitted by the Act.

“*Site*” shall have the meaning set forth in the recitals hereof.

“*State*” means the State of South Carolina.

“*Term*” means the duration of this Fee Agreement.

1.2. *References to Fee Agreement*

The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Fee Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1. *Representations and Warranties by the County*

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out the County's obligations hereunder. Based on representations of the Company, the Project constitutes or will constitute a "project" within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

(B) Prior to the delivery of this Fee Agreement, the County has enacted the Ordinance;

(C) The execution and delivery of this Fee Agreement and compliance by the County with the terms and conditions thereof will not constitute a material breach of, or a material default under any existing law, regulation, decree, or order, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound;

(D) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that would materially adversely affect the validity or enforceability of this Fee Agreement;

(E) The County has established or will establish a multi-county industrial park in accordance with the provisions of Title 4, Chapter 1, Section 170 of the Code (the "Park"), and the Project will be located in the Park.

2.2. Representations and Warranties by Company

The Company represents and warrants that:

(A) The Company is a _____ organized and validly existing under the laws of the State of _____, is authorized to transact business in the State of South Carolina, and has power to enter into this Fee Agreement, and, by proper action, has been duly authorized to execute and deliver this Fee Agreement;

(B) The execution and delivery of this Fee Agreement and compliance by the Company with the terms and conditions hereof will not constitute a material breach of, or a material default under, (i) any existing law, regulation, decree, or order, or (ii) any material term, condition, or provision of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound; and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company that would materially restrict the Company's ability to make any payments hereunder, other than as may be permitted by this Fee Agreement;

(C) No event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" as described in Section 7.1 hereof;

(D) The Company intends to operate the Project for the purposes permitted by this Fee Agreement or the Act or other purposes expressly agreed upon in writing by the parties;

(E) The execution of this Fee Agreement by the County and the Company has been instrumental in inducing the Company to locate a facility in the County and in the State;

(F) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

(G) The Project constitutes or will constitute a “project” within the meaning of the Act.

3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT

3.1. Construction and Acquisition of Project

The Company shall construct and acquire the Project and shall do all other things deemed necessary by the Company in connection with the Project. The Company shall identify in writing, to the extent required by the Department of Revenue, any portion of the Project placed in service that is not then already adequately described in this Fee Agreement or supplements thereto as a portion of the Project. The Company shall maintain such records in connection with the construction or acquisition of the Project as are reasonably necessary to (i) permit ready identification thereof and (ii) confirm the date(s) on which the Project or portions of the Project were placed in service.

3.2. Completion Date

The Completion Date(s) shall be evidenced to the County by a written statement by an Authorized Company Representative certifying the Completion Date and stating that, to the best of his knowledge and information, the acquisition or construction of the Project, or a phase thereof, has been completed and placed in service as of the stated Completion Date and shall state the total cost as of the Completion Date. The certificate of completion may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

3.3. Completion of the Project

The Company shall cause the Project to be completed and shall pay or cause to be paid all of the Cost of the Project, provided that this shall not be deemed to preclude financing of some or all of the Cost of the Project on such terms as the Company shall determine.

3.4. Amendments to Exhibits A and B

The Company may supplement *Exhibit A* and *Exhibit B* from time to time provided that (i) the supplements are consistent with the terms of this Fee Agreement and the Act, (ii) notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement, and (iii) written consent is given by the County to any supplement of *Exhibit A*.

3.5. *Minimum Investment and Minimum Jobs Commitment*

The Company shall invest at least \$30,000,000 (the “Minimum Investment Threshold”) and create a minimum of sixty (60) new full-time jobs, plus benefits, at the Project by December 31, 2017 (the “Minimum Job Threshold”) by the Completion Date.

3.6. *Licenses and Permits; Assistance in Obtaining*

To the extent permitted by law, the County will use its reasonable best efforts to expedite all building and construction permit applications and will use its reasonable best efforts to assist the Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

If any application is made to a governmental or other agency by the Company or the County for any permit, license, or approval to do or to perform certain things necessary for the proper performance of this Fee Agreement, the Company and the County shall execute, upon the request of the other party, such applications as may reasonably be requested or required.

4. TERM, FEES AND ADDITIONAL PAYMENTS

4.1. *Term*

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the “Term”) commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the twenty-fifth (25th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

4.2. *FILOT Payments*

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

4.3. *Additional Payments*

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as "Additional Payments," to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within thirty (30) calendar days of receipt by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred.

4.4. Failure to Pay in a Timely Manner

If the Company fails to make in a timely manner any of the payments required in this Article 4, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, together with interest and penalties for which the Company is liable under applicable law thereon, along with Administrative Expenses, from the date the payment was due, at the rate per annum which is equal to the rate required by law for late payment of *ad valorem* taxes or, in the case of the FILOT Payments, an amount equal to any interest required by law for late payment of comparable *ad valorem* property taxes. In the event of any failure on the part of the Company to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein, by law, equity or otherwise, including without limitation with respect to non-payment of FILOT Payments hereunder the imposition and enforcement of a lien against the Project for tax purposes, as provided in Section 12-44-90 of the Act and the collection of Administrative Expenses.

5. FILOT PAYMENTS AND TAX CREDITS

5.1. FILOT Payments; Calculation and Timing

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make twenty-five (25) annual FILOT Payments for each portion of the Project placed in service each year during the Project Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of six percent (6%), (ii) a millage rate of 311.9 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act; provided that any real property that constitutes a portion of the Project shall be reported at its fair market value for *ad valorem* property taxes (the "Fair Market Value"), and this value shall remain fixed for such real property throughout the Term. (C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act.

(D) Any part of the Project subject to the fee payment may be disposed of, and the Fair Market Value of the Project used to calculate FILOT Payments shall be reduced by the Fair Market Value of the disposed property.

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company with a benefit that is commensurate with the benefit provided under this Fee Agreement. If the Project is not eligible for FILOT Payments, the Company shall be entitled to receive (i) the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

(F) If the Company does not meet the Minimum Investment Threshold and the Minimum Jobs Threshold by the Completion Date, the Company prospectively loses the benefit of this Fee Agreement and the Project reverts to normal *ad valorem* taxation and the Company shall repay the County the full amount of the difference between the FILOT Payments and the amount of *ad valorem* property taxes that would have otherwise been due and payable by the Company if the Project were subject to *ad valorem* property taxes since the Commencement Date.

5.2. Tax Deductions, Credits and Exemptions

Unless otherwise precluded by the Act, applicable law or judicial decision, the Company shall be entitled to all applicable federal, state and local investment tax credits, exemptions, allowances and deductions for depreciation and diminution in value, and other similar tax relief provisions relating to the Project. At the request of the Company, the County shall do all things as are reasonably necessary or proper to confirm and receive those benefits, provided the Company shall pay the expenses incurred in that undertaking.

5.3. Abating FILOT Payments

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction, condemnation, or adverse impact reduces the Project's fair market value, the FILOT Payments shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

6. OTHER COVENANTS

6.1. Use of Project

The Company shall have the right during the Term of this Fee Agreement to use the Project, as a project, for any lawful purpose authorized by the Act. At the time of entering into this Fee Agreement, however, it is the intent of the Company to use the Project for the primary purpose of manufacturing and related activities.

6.2. Limitation of County's Liability

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

6.3. *No Liability of County Personnel*

All covenants, agreements and obligations of the County contained herein shall be deemed to be covenants, agreements and obligations of the County and not of any member of the County Council or any officer, agent, servant or employee of the County in his individual capacity.

6.4. *Transfer of Project; Equity Interests*

An interest in this Fee Agreement and any of the economic development property to which it relates may be transferred to another entity at any time, if the prior approval, or subsequent ratification of the County is obtained. The County's prior approval, or subsequent ratification, shall be evidenced by a letter or other writing executed by the County Administrator, Chairman, or by a resolution or ordinance passed by County Council. Notwithstanding any provision to the contrary in the Act or this Fee Agreement, an equity interest in the Company may be transferred to another entity or person at any time, and without the prior consent of ratification of the County. The approval or ratification of the County is also not required in connection with transfers to sponsor affiliates or other financing-related transfers as identified in the Act and in Section 6.5 of this Fee Agreement.

6.5. *Financing*

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120(B) and (C) of the Act and do not require the prior approval of subsequent ratification of the County. The Company shall cause the County and the Department of Revenue to be notified of a financing-related transfer of the Fee Agreement or the Project within sixty (60) days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

6.6. *Leasing of Project*

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

6.7. *Filing of Annual Report of Investment and Certification of Jobs at Project*

For each year beginning with the year of the Commencement Date to and including the year of the Completion Date, the Company shall provide to the County a copy of the annual return to the Department of Revenue or equivalent showing the investment of the Company in the Project (currently, Form PT-300S). The County shall accord this information the same degree of confidentiality as is required for the Department of Revenue. The Company shall also make all other filings required from time to time by Section 12-44-90 of the Act. For each year beginning with the year of the Commencement Date to and including the year of the Completion Date, the Company shall also annually certify to the County the number of full-time jobs at the Project.

6.8 *Waiver of Statutorily Required Recapitulation*

Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55.

6.9 *Indemnification*

(a) Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents, present and future, and past County employees or agents who have worked on the Project and any documents or matters related to the Project (each, an "Indemnified Party"), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project during the Term, and, Company, further, releases each Indemnified Party from and shall indemnify and save each Indemnified Party harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, (v) any environmental violation, condition, or effect, or (vi) the administration by any Indemnified Party of this Fee Agreement or the performance by any Indemnified Party of the County's obligations hereunder. Company shall indemnify and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any other Indemnified Party, Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that each Indemnified Party shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold that Indemnified Party harmless against all claims by or on behalf of any person, firm, or corporation,

arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

6.10. *Special Source Revenue Credit*

In order to reimburse the Company for the Five Hundred Thousand and No/100 Dollars (\$500,000.00) to be paid by the Company to the County towards the purchase of the Real Property (the "Company Property Payment"), the County shall provide the Company with an annual Special Source Revenue Credit for the Project ("SSRC") equal to the lesser of 100% of its FILOT Payments to the County for the Project for such year or One Hundred Thousand and No/100 Dollars (\$100,000.00), until the Company has received total and applied SSRC's for the Project equal to the Company Property Payment.

6.11 *Location of Park in Joint County Industrial Park.*

The County shall establish a, or utilize an existing, joint county industrial or business park with another County under Section 13 of Article VIII of the Constitution of the State of South Carolina, as implemented by S.C. Code Ann. § 4-1-170 et seq., and shall include the property comprising the Park within such joint county industrial or business park.

6.12 *Park Covenants.*

The Company shall have the right to comment on and propose covenants and restrictions to be adopted by the County for the Colleton County Commerce Park, including any amendments of such covenants and restrictions, in order to protect its interests.

7. *EVENTS OF DEFAULT AND REMEDIES*

7.1. *Events of Default by Company*

Any one or more of the following events shall constitute an "Event of Default" by Company:

(A) if default shall occur in the due and punctual payment of any Additional Payments to the County, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(B) if FILOT Payments, together with any interest or penalties thereon, shall not have been paid within the maximum time that would be permitted by law if the Project were subject to *ad valorem* property taxes;

(C) if the Company shall fail to perform or comply with any other terms of this Fee Agreement, other than those referred to in the foregoing Subsections (A) or (B), and such default shall (i) continue for thirty (30) calendar days after the County has given the Company written notice of such default, or (ii) in the case of any such default that can be cured, but cannot be cured with due diligence within such thirty (30) day period, if the Company shall fail to proceed promptly and with due diligence to cure the same within such additional period as may be necessary to complete the curing of the same with all due diligence not to exceed ninety (90) days;

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

(E) if a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(F) if any material representation or warranty made by the Company herein proves untrue in any material and adverse respect as of the date of making the representation or warranty.

7.2. Remedies on Event of Default by Company

Upon the occurrence of any Event of Default, the County, may, at its option, take any one or more of the following actions: (i) terminate this Fee Agreement by thirty (30) days notice in writing specifying the termination date; (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the sums under Article 4 then due and thereafter to become due. In all events, if the Company fails to make Fee Payments due under Section 5.1, the County shall have the same enforcement, lien, and collection rights and remedies as it would have had for the non-payment of *ad valorem* taxes.

7.3. Default by County

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within ninety (90) days following written notice thereof from the Company to the

County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for *mandamus*.

8. MISCELLANEOUS

8.1. *Rights and Remedies Cumulative*

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

8.2. *Successors and Assigns*

The terms and provisions of this Fee Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.3. *Notices; Demands; Requests*

All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if (a) personally delivered by any entity which provides written evidence of such delivery, or (b) sent by United States first class mail, postage prepaid (in which event notice shall be deemed to occur two (2) calendar days after the date postmarked), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid (in which event notice shall be deemed to occur on the date on which delivery was accepted or rejected by the recipient). Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

Colleton County, South Carolina

Attn: _____

With a Copy to:

(b) As to the Company:

With a Copy to:

McNair Law Firm, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
Attention: Erik P. Doerring
Telephone: (803) 799-9800
Facsimile: (803) 753-3277

8.4. *Next Succeeding Business Day*

Unless otherwise expressly provided by applicable law, in any case in which the last date for action by or notice to a party falls on a Saturday, Sunday or date that is an official state or federal holiday in the place in which the address is located, then the action required or notice to be given may be made or given on the next succeeding business day with the same effect as if given as required by this Fee Agreement.

8.5. *Applicable Law; Entire Understanding*

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. 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.

8.6. *Severability*

If any material provision of this Fee Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof unless the effect thereof would render enforcement of the remaining provisions unconscionable.

8.7 *Execution Disclaimer*

Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

8.8. *Headings and Table of Contents; References*

The headings of the Fee Agreement are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. Unless otherwise clearly indicated by the context, all references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

8.9. *Multiple Counterparts*

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

8.10. *Amendments*

This Fee Agreement may be amended only by a writing signed by all parties hereto.

8.11. *Waiver*

Any party hereunder 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.

8.12. *NON-DISCLOSURE OF COMPANY INFORMATION*

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, and is expressly marked confidential or with similar language, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

IN WITNESS WHEREOF, the parties have executed this Fee Agreement effective as of the Commencement Date.

COLLETON COUNTY COUNCIL

By: _____
Evon Robinson, Sr., Chairman

(SEAL)

Attest this _____ day of
_____, 2012

Ruth Mayer, Clerk of Council

PROJECT UHT

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

Sponsor(s) :County Council
First Reading : September 17, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : October 2, 2012
Public Hearing : October 30, 2012
Third Reading : October 30, 2012
Effective Date : Immediately

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

ORDINANCE NO. 12-O-13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[To Provide for the Sale of Real Property Owned by Colleton County, South Carolina to Project UHT, LLC; and Other Matters Relating Thereto.]

WHEREAS:

1. Project UHT, LLC (the "Company") is contemplating the location of a new milk processing and bottling facility (the "Project") in the Colleton County Commerce Park; and
2. Colleton County (the "County") and the Project are entering into agreements for the establishment of said business, including the sale of real property owned by the County for use in the Project; and
3. The Council deems it to be in the best interest of the County to provide for the sale of the real property located at 181 Corporate Way in the Colleton County Commerce Park to the Company on such terms and conditions as set forth herein.

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

1. The County of Colleton hereby authorizes the conveyance to Project UHT, LLC the property (the "Property") more fully described in attached Exhibit A for a consideration of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), and upon the other terms and conditions as shall be set forth in a purchase and sale agreement (the "Purchase Agreement") in substantially the form attached hereto as Exhibit B with such revisions, alterations, and changes as shall be determined by the County Administrator to be in the best interest of the County.
2. The County Administrator is hereby authorized, empowered, and directed on behalf of the County of Colleton to execute and deliver the Purchase Agreement, a deed for the Property pursuant thereto, and to such other documents as may be necessary or desirable in connection with the conveyance of the Property.

3. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.
4. If any provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect the 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:

Ruth Mayer, Clerk to Council

Evon Robinson, Chairman

Approved as to Form
Sean P. Thornton, County Attorney

Council Vote:
Opposed:

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
FORM OF PURCHASE AGREEMENT

Sponsor(s) : County Council
Adopted: : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-96

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Designate Dawson Associates, Inc as a Sole Source Vendor for the Purchase of RAE Hazmat Equipment]

WHEREAS:

- (1) The Fire-Rescue Department requires additional Hazmat test equipment; and
- (2) The Department currently uses RAE equipment and in order to utilize the new equipment with the existing equipment, the new equipment must also be made by RAE; and
- (3) In the interest of continued standardization, it is recommended that Council authorize a sole source purchase from Dawson Associates, Inc in accordance with Quote #COLFIR081412.

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

- (1) County Council hereby authorizes the Fire Rescue Department to make a sole source purchase from Dawson Associates, Inc. in the amount of \$36,484 (without tax and shipping) for RAE Hazmat equipment as provided in Quote # COLFIR081412.
- (2) Funding for these purchases shall come from Fire Bond proceeds.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation: : N/A

RESOLUTION NO. 12-R-99

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Grant Two Rights of Way By and Between the City of Walterboro, the County of Colleton, and South Carolina Electric and Gas Company.]

WHEREAS:

- (1) The Walterboro-Colleton Airport Commission recommends that the City of Walterboro and Colleton County grant a Right of Way to SCE&G across two lots located on Rivers Street near Robertson Boulevard and identified by TMS: 179-04-00-154 and 179-04-00-189; and
- (2) The Walterboro-Colleton Railroad Committee recommends that the City of Walterboro and Colleton County grant a Right of Way to SCE&G across a lot located on Rivers Street near Robertson Boulevard and identified by TMS: 236-00-00-139; and
- (3) Said Rights of Way will be used for the installation, operation, and maintenance of SCE&G Facilities; and
- (4) County Council deems it to be in the interest of the County to grant said Rights of Way.

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

- (1) The Rights of Way (attached and included herein by reference) by and between the City of Walterboro, the County of Colleton, and South Carolina Electric and Gas Company are hereby granted.
- (2) The Chairman of County Council is hereby authorized to execute said documents on behalf of the County.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED

Sponsor(s) : County Council
Adopted : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation: : N/A

RESOLUTION NO. 12-R-100

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Approve the Memorandum of Understanding and Agreement Between Colleton County and the South Carolina Association of Counties Being Authorized and Designated as the Claimant Agent for the County Pursuant to the Setoff Debt Collection Act of 2003, as Amended and the Governmental Enterprise Accounts Receivable Program, as Set Out in §12-4-580 (2003).]

WHEREAS:

- (1) The Setoff Debt Collection Act of 2003, as amended and the Governmental Enterprise Accounts Receivable program as set out in §12-4-580 (2003), allows the South Carolina Department of Revenue to render assistance in the collection of delinquent accounts or debts owing to the County; and
- (2) The County wishes to increase the collection rate of debts that are due and owing to the County by availing itself of the Setoff Debt Collection Act of 2003, as amended, and the Governmental Enterprise Accounts Receivable program as set out in §12-4-580 (2003); and
- (3) The County Council has reviewed and approved the Memorandum of Understanding and Agreement designating the South Carolina Association of counties to serve as the County's claimant agent.

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

- (1) The Memorandum of Understanding and Agreement between Colleton County and the South Carolina Association of Counties relating to the Association serving as the County's claimant agent pursuant to the Setoff Debt Collection Act of 2003, as amended, and the Governmental Enterprise Accounts Receivable program as set out in §12-4-580 (2003) is approved. A copy of the Memorandum of understanding is incorporated herein by reference.
- (2) The County Administrator is hereby authorized to execute the Memorandum of Understanding on behalf of the County.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED

Sponsor(s) : County Council
Adopted : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-101

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Award the Contracts for Demolition Projects at Various Properties.]

WHEREAS:

- (1) The County advertised a Request for Bids, PD-12, for demolition projects at various properties; and
- (2) Seven Contractors responded to the Request for Bids, PD-12; and
- (3) Purchasing and Planning evaluated the bids and recommends the following awards: three properties to Clean Management, one property to Danny Lee Construction, and one property to Butler Enterprises.

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

1. County Council hereby awards the contracts in accordance with Bid PD-12 to Clean Management in the amount of \$4,649, to Danny Lee Construction in the amount of \$1,650, and to Butler Enterprises in the amount of \$1,200, all for properties per the attached bid tabulation
2. The County Administrator is hereby authorized to execute the contracts on behalf of the County pending approval of same by the County Attorney.
3. Funding for these demolition projects was included in the FY13 Budget.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson
Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted: : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-102

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Authorize a Fund Balance Appropriation from Fund 156-Fire Rescue and to Authorize Payment from Fund 142 – Infrastructure/Industrial Development Fund.]

WHEREAS:

- (1) Resolution 12-R-03 established CCEDC, Two, Inc, a South Carolina Nonprofit Corporation to carry out certain duties with regard to economic development projects within the County; and
- (2) The Council deems it to be in the County's best interest to provide funds at this time to CCEDC, Two, Inc.

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

- (1) A Fund Balance appropriation from Fund 156-Fire Rescue in an amount up to \$174,000 is hereby authorized.
- (2) A payment from Fund 142-Infrastructure/Industrial Development Fund in an amount up to \$260,000.
- (3) The County Administrator is hereby authorized to issue check(s) to CCEDC, Two, Inc. as needed.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted: : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-103

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

(To Adopt the 2012 Annual Progress Report for the Lowcountry Regional Natural Hazard Mitigation Plan.)

WHEREAS:

1. Colleton County approved and adopted the Lowcountry Regional Natural Hazard Mitigation Plan in November 2011; and
2. The Insurance Services Organization (ISO), which provides flood insurance ratings for the County, requires as part of a Hazard Mitigation Program, that Counties monitor progress and improvements made and report to ISO on an annual basis; and
3. In order to maintain the County's flood insurance 7 rating adopting the annual plan update is required; and
4. Staff recommends adoption of the 2012 Annual Progress Report in order to continue this successful program.

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

1. The 2012 Annual Progress Report (attached and included herein by reference) for the Lowcountry Regional Natural Hazard Mitigation Plan is hereby approved.
2. The Planning and Development Department is directed to submit said Report and make it available for public viewing in accordance with ISO requirements.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-104

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Approve Renewal of Breathing Air Compressor Service Contract for Colleton County Fire Rescue.]

WHEREAS:

- (1) Colleton County Fire Rescue's Service Contract for Breathing Air Compressor Maintenance is coming up for renewal; and
- (2) It is deemed to be in the best interest of the citizens of the County to authorize execution of the renewal of said Service Contract.

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

- (1) The renewal of the Breathing Air Compressor Maintenance Service Contract with Safe Air Systems, Inc. is hereby authorized.
- (2) The County Administrator is hereby authorized to execute the contract on behalf of the County.
- (3) Funding for the cost of the contract is included in the 2013 Budget.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson
Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted: : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-105

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

(To Authorize the Council Clerk to Advertise for Board Vacancies.)

WHEREAS:

1. Colleton County Board of Adjustments & Appeals (Bldg. Dept.) has one vacancy for un-expired term; and
2. Keep Colleton Beautiful has three vacancies; and
3. Colleton County Board of Assessment Appeals has two vacancies; and
4. Colleton County Planning Commission has one vacancy; and
5. Lowcountry Council of Governments has one (minority)vacancy; and
6. Colleton County Recreation Commission has three vacancies; and
7. The County Council is the appointing authority for Boards.

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

- 1) The Council Clerk is hereby directed to advertise for the vacancies.

ATTEST:

Ruth Mayer, Council Clerk

SIGNED:

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted: : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-106

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Authorize Use by the Explorer Division of the Colleton County Sheriff's Office and the Colleton County High School NJROTC Booster Club of the Breland Building for the Annual Haunted House Fundraiser.]

WHEREAS:

- (1) The Explorer Division of the Colleton County Sheriff's Office and the Colleton County High School NJROTC Booster Club have requested the use of the Breland Building for the annual haunted house fundraiser during the entire month of October for setup and operation and the first week of November for disassembly; and
- (2) The Haunted House will be operated October 19, 20, and 26-31.
- (3) Council deems this to be an opportunity to raise money for the youth of Colleton County.

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

- (1) Use of the Breland Building by the Explorer Division of the Colleton County Sheriff's Office and the NJROTC Booster Club during the month of October and the first week of November is hereby authorized.
- (2) The County Administrator is directed to arrange for the use of the building during the event.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) : County Council
Adopted : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 12-R-107

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[A Resolution To Approve the Use of the County Parking Lot for Band of Blue Annual Palmetto Classic Stride 5K Run/ Walk.]

WHEREAS:

- (1) Band of Blue is sponsoring their 4th Annual Palmetto Classic Stride 5K run/walk to be held on Saturday, November 10, 2012; and
- (2) A request has been received to use the County Parking Lot from 6:30 to 10:00 AM for race headquarters and pre-race gathering, registration, etc.; and
- (3) County Council encourages the citizens of the County to participate and make the County Parking Lot available for this event.

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

- (1) The use of the County Parking Lot for the headquarters of the Band of Blue Annual Palmetto Classic Stride 5K Run/Walk on Saturday, November 10, 2012 from 6:30 to 10:00 AM is hereby approved.
- (2) County Council encourages everyone to participate in this Run/Walk community event.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

COUNCIL VOTE:
OPPOSED:

Sponsor(s) :County Council
First Reading : October 2, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : November 6, 2012
Public Hearing : December 4, 2012
Third Reading : December 4, 2012
Effective Date : Immediately

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

ORDINANCE NO. 12-O-14

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

(To Amend Chapter 9.30 by Title and To Amend Sections 9.30.010, 9.30.030 and 9.30.050, Subsection (3) of Ordinance No. 11-O-04 To Include a Ban on Registered Sex Offenders Entering Into or Upon Any Facility Hosting an Event for Children Owned, Operated or Maintained by Colleton County.)

WHEREAS:

1. In order to protect the children utilizing Colleton County Facilities, County Council believes it to be in the best interest to restrict access by registered sex offenders to such facilities; and
2. Such restriction of access must be enacted by Ordinance.

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

1. **The Colleton County Code of Laws, Title 9 – Public Peace and Welfare, Chapter 9.3 is hereby amended as Chapter 9.30 – Ban on Registered Sex Offenders – County Parks, Recreation Facilities and Other Facilities, and Sections 9.30.010, 9.30.030 and 9.30.050 are amended as follows:**

Chapter 9.30

BAN ON REGISTERED SEX OFFENDERS – COUNTY PARKS & RECREATION FACILITIES AND OTHER FACILITIES

9.30.010 Prohibition

No person registered with the State of South Carolina or any other state or federal agency as a registered sex offender shall enter into or upon any public park, recreation facility, or any other facilities, as defined in 9.30.030, owned, operated, or maintained by Colleton County, except as provided in 9.30.050 Limited Exceptions below.

9.30.030 Definitions

For purposes of this Chapter, the following definitions shall be added:

Other Facility: Any publicly owned, leased, operated, or maintained property that is hosting any event in which the primary purpose of the event is for the education, entertainment or benefit of children by the County including any adjacent public parking area as well as driveways, entrance ways, or pedestrian walkways used by the public to access the recreation facility

9.30.050 Limited Exceptions

3) Registered sex offenders who have children of their own who are participating in events, programs, or competitions at a County park, recreation facility, or other facilities may drive those children to and from such event, drop the children off and/or pick the children up at the designated area, and then drive immediately and directly out of the County park or facility. Any loitering or lingering shall be a violation of this Chapter. Under no circumstances shall the offender remain on the park or recreation grounds for more than twenty (20) minutes under this subsection.

2. Severability:

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

3. Conflict:

Provisions in other County Ordinances, Resolutions, policies, or by-laws in conflict with this Ordinance are hereby repealed.

ATTEST:

SIGNED:

Ruth Mayer, Council Clerk

Evon Robinson, Chairman

Approved as to Form
Sean Thornton, County Attorney

COUNCIL VOTE:
OPPOSED:

Sponsor(s): County Council
First Reading: October 2, 2012
Committee Referral: N/A
Committee Consideration Date: N/A
Committee Recommendation: N/A
Second Reading: November 6, 2012
Public Hearing: December 4, 2012
Third Reading: December 4, 2012
Effective Date: Immediately

I, _____,
Council Clerk, certify that
this Ordinance was advertised
for public hearing on _____.

ORDINANCE 12-O-15

COUNCIL- ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY

[An Ordinance to Amend Title 13-Buildings and Construction of the Colleton County Zoning Ordinance, Chapter 13.12 – Flood Damage Prevention, to Add the Definition of Enclosure to Section 13.12-2.020 and to Repeal Section 13.12-5.040.]

WHEREAS:

1. In order to allow greater flexibility in the application of the Flood Damage Prevention Ordinance, staff recommends including a definition for “enclosure;” and
2. In order to eliminate redundancy in procedural requirements, staff recommends repealing Section 13.12-5.040-Agrucultural Structures in its entirety.

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

1. **Title 13-Buildings and Construction of the Colleton County Zoning Ordinance, Chapter 13.12-Flood Damage Prevention** is hereby amended as follows:

13.12-2.020 Definitions

For purposes of this Chapter, the following definitions shall be added:

Enclosure; enclosed space or area means any space below the BFE and enclosed on all sides by walls or partitions. A V-zone building elevated on an open foundation without an enclosure or other obstructions below the BFE, is said to be free-of-obstruction, such that the space below the BFE is surrounded by insect screening, louvered slats (wooden or plastic lattice, slats, or shutters are permissible if at least 40% of their area is open and that lattice can be no thicker than ½ inch, or that slats and shutters can be no thicker than 1 inch), or open wood lattice”.

13.12-5.040 Agricultural Structures

For purposes of this Chapter, **Section 13.12-5.040-Agricultural Structures** shall be repealed in its entirety.

2. All provisions of other 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.

By: _____
Evon Robinson, Chairman of County Council

ATTEST:

APPROVED AS TO FORM:

By: _____
Ruth Mayer, Clerk to County Council

By: _____
Sean Thornton, County Attorney