



Minutes
Sumter County Council
Special Meeting
June 24, 2009 - Held at 6:00 p.m.
County Administration Building County Council Chambers
13 E. Canal Street, Sumter, SC

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COUNCIL MEMBERS PRESENT:

1. Chairman Vivian Fleming McGhaney, Council District #5
2. Vice Chairman Eugene Baten, Council District #7
3. Councilman Artie Baker, Council District #2
4. Councilman Larry Blanding, Council District #6
5. Councilman Jimmy Byrd, Council District #3
6. Councilman Charles T. Edens, Council District #4
7. Councilman Naomi D. Sanders, Council District #1

COUNCIL MEMBERS ABSENT: None

STAFF MEMBERS PRESENT:

William T. Noonan, County Administrator
Johnathan Bryan, County Attorney
Lorraine Dennis, Deputy Administrator/HR

Mary W. Blanding, Clerk To County Council
Gary Mixon, Deputy Administrator
Keysa Rogers, Budget Analyst

MEDIA PRESENT:

The Item.

THE PUBLIC PRESENT:

Approximately 12 members of the public were in attendance.



CALL TO ORDER: Chairwoman Vivian Fleming McGhaney called Sumter County Council's special meeting of June 24, 2009, to order.

INVOCATION: Vivian Fleming McGhaney gave the invocation.

PLEDGE OF ALLIGIANCE: All in attendance repeated the Pledge of Allegiance to the American Flag.

APPROVAL OF AGENDA: Chairwoman McGhaney stated that she would entertain a motion to approve the agenda as prepared by the Clerk to Council.

ACTION: MOTION was made by Councilman Baker, seconded by Councilman Byrd, and unanimously carried by Council to approve the agenda as prepared by the Clerk.

ITEMS FOR DISCUSSION

- (1) 09-690 - Second Reading -- An Ordinance Amending Ordinance No. 06-616 Concerning A Multi-County Industrial And Business Park By And Between Clarendon County, Sumter County And Lee County.

The County Attorney, Mr. Johnathan Bryan, presented this proposed ordinance to Council for second reading consideration. He asked Council members to forward any questions to

him about the proposed agreement so that he will be able to talk with John Truluck, Clarendon County's Economic Development Board's CEO, who originally started this process.

Mr. Bryan further stated that hopefully all questions will be answered prior to Council's special meeting which is scheduled for July 7, 2009. Nevertheless, once the ordinance is finalized, all four Counties' will need to develop another ordinance to determine how revenues will be distributed from funds generated through the MEGA Industrial Park. (See Ordinance and Agreement as listed below.)

NOTE: Councilman Edens asked if Williamsburg County has participated financially as the other Counties have done so (Sumter, Lee, and Clarendon Counties) Mr. Bryan reiterated that when he speaks to Mr. Truluck, the questions concerning financial issues will be better answered.

ACTION: MOTION was made by Councilman Baker, seconded by Councilman Blanding, and unanimously carried by Council to grant second reading to this proposed ordinance

THIS AGREEMENT for the development of a Joint County Industrial And Business Park To be located within Clarendon County and Sumter County, South Carolina, is made and entered into as of the _____ day of _____, 2009 by and among Clarendon County, Sumter County, Lee County, and Williamsburg County (hereinafter, collectively, the "Counties").

WITNESSETH:

WHEREAS, Clarendon County, pursuant to Ordinance No. 2006-12 and Amended Ordinance _____; Sumter County, pursuant to Ordinance No. 06-616 and Amended Ordinance _____; Lee County, pursuant to Ordinance No. 12-06 and Amended Ordinance _____; and Williamsburg County pursuant to Ordinance _____ (such ordinances, collectively, the "Enabling Ordinances"), have determined that, in order to promote economic development and thus provide additional employment opportunities and an increase in tax base within the Counties, there should be established in Clarendon County and Sumter County a Joint County Industrial and Business Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from ad valorem taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessees of such property would be liable except for such exemption; and

WHEREAS, the Counties intend to share equal responsibility for the costs of infrastructure, maintenance, management, promotional, and other appropriate costs associated with the establishment and operation of the Park, as well as certain of the costs associated with the promotion of economic development within the Counties as a whole; and

WHEREAS, the Counties further intend to share equally in any and all revenues and fees derived from the Park; and

WHEREAS, the Counties have previously caused to be established the Clarendon, Sumter, Lee & Williamsburg Industrial Corporation, a non-profit corporation, organized pursuant to South Carolina law for the purposes of, among other things, assisting the Counties in planning and developing an industrial park and infrastructure and generally promoting the economic development of the four-county area to industrial prospects (the "Industrial Park");

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

Section 1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire Agreement between the parties and shall be binding on each of the Counties, their respective successors and assigns.

Section 2. Authorization for this Agreement. Article VIII, Section 13(d) of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina, 1976, as amended, provide that counties may agree to jointly develop an industrial and business park with other counties within the geographical boundaries of one or more of the member counties.

Section 3. Location of the Park. The Park consists of the properties located in Clarendon County and Sumter County, along I-95 and SC HWY 527. The Park may consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time by majority vote of the Board of Directors of the Clarendon, Sumter, Lee, and Williamsburg Industrial Corporation.

Section 4. Governmental Advisory Board. A governmental advisory board known as the Board of Directors of the Clarendon, Sumter, Lee & Williamsburg Industrial Corporation (the "Board") has been established. The objective of the Board is to promote the further economic development of Clarendon County, Sumter County, Lee County, and Williamsburg County. The Board shall consist of twelve (12) members. Three of the members shall be the respective Chairperson of each of the County Councils of Clarendon, Sumter, Lee and Williamsburg; provided, however, if any Chairperson is for any reason unable to attend any meeting or vote on any specific matter, then the County Administrator or Supervisor of that particular County or other designee of the Chairperson shall be authorized to vote. The additional members shall be the Director of Development for each of Clarendon, Sumter, Lee and Williamsburg Counties and the Chairperson of each of the Economic Development Boards of Clarendon, Sumter, Lee, and Williamsburg Counties. The Board shall meet not less frequently than annually. The Board shall

annually select one (1) of its members to serve as Chair, one (1) as Vice Chair, one (1) as Secretary and one (1) as Treasurer. The Chair shall alternate annually between the members of the Board from Clarendon County, Sumter County, Lee County, and Williamsburg County.

Section 5. Fee in Lieu of Taxes. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount equivalent to the ad valorem property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park. After the expiration of any fee-in-lieu agreements, the net proceeds payable to Clarendon County, after school and fire, of the ad valorem taxes will be divided in accord with Section 6(A) of this agreement.

Section 6. Allocation of Revenues and Expenses.

(A) All expenses of the Park will be borne equally among the parties hereto. In addition, ten percent (10%) of all fee revenues generated by the Property shall be used to pay for expenses of the Park and such other expenses or costs as may be allowed by law. Such ten percent (10%) shall be held in the general fund of Clarendon County or such other fund as the Counties may agree, and shall be expended as determined by the Board. Any funds remaining upon termination or expiration of this Agreement shall be equally divided between the parties hereto. All Park revenues remaining after deduction of the amount for payment of expenses (i.e., 90%), which revenues are generated by the Park through the payment of fees in-lieu-of ad valorem taxes in respect of the property located within the Park, shall be distributed in the following proportions: 25.00% to each party to this Agreement.

(B) Any payment by Clarendon County to Sumter County, Lee County, and

Williamsburg County of its allocable share of the fees in-lieu-of taxes from the Park shall be made within five (5) business days after the end of the calendar quarter in which Clarendon County receives such payment from the occupants of the Park, and shall be accompanied by a statement showing the manner in which total payment was calculated and in which Sumter County's share, Lee County's share, and Williamsburg County's share was calculated and shall reflect the companies located in the Park at the time of payment. In the event that payment made by any occupant to the Park is made under protest or is otherwise in dispute, Clarendon County shall not be obligated to pay to Sumter County, Lee County or Williamsburg County more than Sumter County's share, Lee County's or Williamsburg County's share of the undisputed and collected portion thereof until thirty (30) days after the final resolution of such protest or dispute.

(C) If any of the counties advance money to pay for cost associated with developing the park then they will be reimbursed prior to the funds divided under Paragraph 6(A).

Section 7. Revenue Distribution Within Each County. Revenues generated by the Park and receivable by a particular County pursuant to Section 6(A), hereof, shall be distributed within such County in the manner provided by ordinance enacted by the County Council of such County.

Section 8. Fee in Lieu of Tax Agreement; Special Source Revenue Bonds or Equivalent Credits. It is hereby agreed that the entry by Clarendon County into any one or more fee in lieu of tax agreements pursuant to Titles 4 or 12, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, with respect to property located within the Park and the terms of such agreements shall only be by

agreement of all the parties hereto and confirmed by a resolution of Clarendon, Sumter, Lee and Williamsburg Counties. It is further agreed that, unless otherwise consented to by all of the Counties, the payment of any special source revenue bond, or the provision of any equivalent fee in lieu of tax credit, offered by any of the Counties pursuant to Titles 4 or 12, Code of Laws of South Carolina, 1976, as amended, or any successor statutes, shall be made by those Counties agreeing to the special source revenue bond or tax credit only from their respective distributive share received pursuant to Section 6(A) hereof.

Section 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), Code of Laws of South Carolina, 1976, as amended, or any successor statute, allocation of the assessed value of property within the Park to the respective Counties shall be identical to the percentage established for the allocation of revenue to each of the Counties pursuant to Section 6(A) hereof.

Section 10. Job Tax Credit Valuation. For the purposes of the regular job tax credits authorized under Section 12-7-1220, Code of Laws of South Carolina, 1976, as amended, or any successor statute, to the extent permitted by law, the county which qualifies for the greatest dollar amount of job tax credit is the county in which any permanent business enterprise within the Park is deemed to be located.

Section 11. 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.

Section 12. Non-qualifying Use. In the event that a tract or parcel of land located within the Park is applied to a non-business purpose or is determined to be excluded property by the parties hereto; then the parties may remove the tract or parcel of land from the Park, but only if there are no infrastructure credits, bonds, or other financing or obligations which would be affected by such removal.

Section 13. Records. Clarendon County covenants and agrees that, upon the request by either of the other Counties it will provide to the requesting party copies of the records of the annual fee-in-lieu tax levy and copies of the actual fee-in-lieu of taxes so imposed; all as such records become available in the normal course of Clarendon County's procedures. It is further agreed that neither of the Counties shall request such records from Clarendon County more than once annually, absent compelling justification to the contrary.

Section 14. Termination. The Counties agree that this Agreement may not be terminated by any of the parties for a period of thirty (30) years commencing with the effective date hereof.

Executed this ____ day of _____, 2009.

- (2) **09-691 -- Second Reading -- An Ordinance Imposing A Uniform Service Charge To Be Known As The Solid Waste Disposal Fee On All Residential Property In Sumter County, South Carolina.**

Mr. Bryan also presented this proposed ordinance to Council for second reading approval. He stated that the next to last paragraph, as listed below, has the work "technology" which should not be listed in this ordinance. This typographical error will be corrected before third reading.

WHEREAS, Sumter County Council finds that a separate fee to residential users to pay for recycling and solid waste disposal **technology** is a fair and reasonable alternative to using *ad valorem* taxation exclusively to make up the difference in the costs not paid by commercial users; and

After all comments, Council took action on second reading.

ACTION: MOTION was made by Councilman Edens, seconded by Councilman Baker, and unanimously carried by Council to grant second reading approval with the typographical change.

- (3) 09-692 - Second Reading -- An Ordinance Imposing A Uniform Service Charge To Be Known As The Technology Fee On All Property In Sumter County, South Carolina.

The County Attorney also presented this proposed ordinance for second reading approval; he stated that this ordinance will assess \$1.50 per tax bill. After all comments, Council took action on second reading approval.

ACTION: MOTION was made by Councilman Baker, seconded by Councilman Blanding and unanimously carried by Council to grant second reading approval to this proposed ordinance as presented.

- (4) 09-693 -- Second Reading -- An Ordinance Establishing A Solid Waste Disposal Fund For Sumter County, South Carolina. (Contingent upon Council adding first reading of this ordinance to its June 23, 2009, agenda, otherwise first reading will be held on this particular ordinance.)

Mr. Bryan, the County Attorney, stated that this proposed ordinance will establish a Solid Waste Disposal Fund; revenue collected by the Solid Waste Disposal Fee, will be directed to the Solid Waste Disposal Fund. He asked Council to consider granting second reading to this proposed ordinance. After all comments, Council took action on second reading.

ACTION: MOTION was made by Councilman Baker, seconded by Vice Chairman Baten, and unanimously carried by Council to grant second reading approval.

- (5) It May Be Necessary To Hold An Executive Session To Discuss A Personnel Matter, Receive A Legal Briefing, Or Discuss A Contractual Matter And Appropriate Actions May Be Required And Taken Thereafter.

ACTION: MOTION was made by Councilman Byrd, seconded by Councilman Baker, and unanimously carried by Council to enter executive session to discuss a potential contractual matter with the City of Sumter.

At the conclusion of executive session, motion was made by Councilman Baker, seconded by Councilman Byrd, and unanimously carried by Council to return to open session.

The Chairwoman asked if there was a motion concerning matters discussed in executive session.

ACTION: MOTION was made by Councilman Byrd, seconded by Councilman Baker to send a letter to the City of Sumter requesting that the City assist the County in funding the purchase of development rights for property located around Shaw AFB and the Poinsett Bombing Range to help protect Shaw AFB now and in the future.

NOTE: Councilman Edens did not participate in any discussions and or action on the item above nor was he present during executive session.

Vice Chairman Baten stated that Shaw AFB is very vital to Sumter County and it is the responsibility of both the City and County to do whatever it can to financially or by other means to make sure Shaw AFB remains open for the good of this County.

Chairwoman McGhaney stated that she wanted the record to show that her preference is not letter writing, but face-to-face dialogue. Council members stated that an invitation to meet between the City and County Councils should be included in the letter.

ADJOURNMENT:

There being no further business during this meeting; there was a motion and second to adjourn the meeting at 6:58 p.m.

Respectfully submitted,

Vivian Fleming McGhaney
Chairman or Vice Chairman
Sumter County Council

Mary W. Blanding
Clerk to County Council
Sumter County Council

Approved: _____

I certify that public and media notification of the above-mentioned meeting was given prior thereto as follows:

Public Notified: Yes

Manner Notified: Agendas posted on bulletin board on third floor of the Administration Building.

Date Posted: June 19, 2009

Media Notified: Yes

Manner Notified: Agendas were sent to most radio stations, television stations, and newspapers in the Sumter, Columbia, Manning, and Florence communities. Also, E-Mail notification was sent to Sumter County's Home Page, WIBZ, The Item, The Chamber, and Time Warner Cable.

Date Notified: June 19, 2009

Respectfully submitted,

Mary W. Blanding

Mary W. Blanding