

VII. MINUTES:

MINUTES OF THE DECEMBER 9, 2010 REGULAR MEETING [1]
Council Is Requested To Approve The Minutes Of The December 9, 2010
Regular Meeting Of County Council.

VIII. PUBLIC HEARINGS:

No public hearings are required or scheduled.

IX. APPEARANCES:

A. KEVIN M. BARTH [9]
Mr. Barth Requests To Appear Before Council To Request Funding For
Repairs Needed At Legion Field.

B. RAY MCBRIDE, DIRECTOR – FLORENCE COUNTY LIBRARY [12]
Mr. McBride Requests To Appear Before Council To Discuss Library Board
Of Trustee Priorities And Expenditure Of Remaining Library Capital Project
Funds.

C. THOMAS E. REDMOND [14]
Mr. Redmond Requests To Appear Before Council Concerning The Bond
Release And Discharge Schedule Implemented By The Florence County
Magistrate Court Effective February 8, 2010.

X. COMMITTEE REPORTS:

(Items assigned to the Committees in italics. Revisions by Committee Chair
requested.)

Administration & Finance

(Council members K. G. “Rusty” Smith, Jr./Chair, Russell W. Culberson,
Waymon Mumford and James T. Schofield)

Public Services & County Planning

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

Justice & Public Safety

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

Education, Recreation, Health & Welfare

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

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

(Council members Russell W. Culberson/Chair and Morris Anderson)

Ad Hoc Water Study Committee

(Council members Mitchell Kirby, Russell W. Culberson, and Johnnie D. Rodgers, Jr.)

City-County Conference Committee

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

XI. PROCLAMATIONS:

HUMAN TRAFFICKING AWARENESS MONTH

[17]

A Proclamation Recognizing January 2011 As National “Human Trafficking Awareness Month” In Support Of The Ongoing Commitment Of The United States To Raise Awareness Of And To Actively Combat Human Trafficking.

XII. RESOLUTIONS:

A. RESOLUTION OF APRECIATION AND RECOGNITION

[21]

A Resolution Of Appreciation and Recognition For D. R. Granger For Over 32 Years Of Service On The Building Commission Of The City And County Of Florence.

B. RESOLUTION NO. 06-2010/11

[23]

A Resolution To Amend A Policy Regarding The Surplus Of Vehicles And Motorized County Property And Defining Procedures For Distribution And Disposal.

C. RESOLUTION NO. 07-2010/11 [26]

A Resolution Authorizing Submission Of An Application By Florence County To The State Of South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program To Provide Equipment And Supplies For Methamphetamine Enforcement For The Florence County Sheriff's Office To Aid In Methamphetamine Enforcement And Prevention Awareness.

D. RESOLUTION NO. 08-2010/11 [28]

A Resolution Authorizing Submission Of An Application By Florence County To The South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program For Operational Costs And Equipment Associated With The Forensic Lab At The Law Enforcement Center.

E. RESOLUTION NO. 09-2010/11 [30]

A Resolution Authorizing Submission Of An Application By Florence County To The United States Department Of Justice (USDOJ) FY2011 Justice And Mental Health Collaboration Program Competitive Grant To Expand Mental Health Services For Inmates In An Effort To Stop Recidivism At The Florence County Detention Center.

XIII. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 12-2010/11 [32]

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

2. ORDINANCE NO. 14-2010/11 [57]

An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.

B. SECOND READING

There are no ordinances for second reading.

C. INTRODUCTION

ORDINANCE NO. 15-2010/11 (By Title Only) [63]

An Ordinance To Rezone Property Owned By Jack R. Chamberlain Located At 716 Cooktown Road, Lake City From R-4, Multi-Family Residential District To FU-1, Rural Community District Shown On Florence County Tax Map No. 00142, Block 31, Parcel 217 Consisting Of Approximately 3.18 Acres.

*(Planning Commission scheduled date for Public Hearing January 25th)
(Council District 1)*

XIV. APPOINTMENTS TO BOARDS & COMMISSIONS:

FLORENCE CITY-COUNTY STADIUM COMMISSION [65]

The American Legion Fred H. Sexton Post 1 Requests That George Rigby, A Marine Corp Veteran, Be Appointed To Fill Seat 6 (Left Vacant By The Death Of O. J. Davis) On The Florence City-County Stadium Commission With Appropriate Expiration Term.

XV. REPORTS TO COUNCIL:

A. ADMINISTRATION

1. MONTHLY FINANCIAL REPORTS [70]

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

2. RECORDS RETENTION SCHEDULE FOR SCRAP TIRE PERMIT APPLICATIONS [76]

Approve Records Retention Schedule Recommended By The South Carolina Department Of Archives And History To Retain Scrap Tire Permit Applications In The Environmental Services Department For A Period Of One (1) Year After The Permit Expires.

B. ECONOMIC DEVELOPMENT/GRANTS

SOUTH CAROLINA DEPARTMENT OF COMMERCE GRANT AWARD [78]
Accept Grant Award #CL10077 For \$100,000 From The South Carolina Coordinating Council For Economic Development Under The Governor's Closing Grant Program For Costs Associated With The Wellman Plastics Recycling LLC Project.

C. FINANCE

ACCEPTANCE OF FISCAL YEAR ENDED JUNE 30, 2010 AUDIT [80]
Accept The Fiscal Year Ended June 30, 2010 Audit.

D. PROCUREMENT

1. **AWARD OF BID #08-10/11** [81]
Approve The Award Of Bid #08-10/11 For Extrication Equipment For Hannah-Salem-Friendfield Fire District To Safe Industries, Piedmont, South Carolina In The Amount Of \$42,359.76 To Be Funded From FY11 Budgeted Funds. (2 Compliant Bids)

2. **AWARD OF BID #10-10/11** [84]
Approve The Award Of Bid #10-10/11 For An Ambulance Cot And Related Items To Stryker Medical, Portage, MI In The Amount Of \$11,692.51 For The Pamplico Rescue Squad To Be Funded From Grant Funds, With The Required Matching Funds Provided By Pamplico Rescue Squad. (2 Compliant Bids)

3. **AWARD OF BID #12-10/11** [87]
Approve The Award Of Bid #12-10/11 For The Construction Of Two (2) Picnic Shelters At Savannah Grove Park To Caraway Construction, Sumter, SC In The Amount Of \$21,500 And Approve Up To An Additional \$12,000 From Council Districts 3, 4, 5, 6, And 9 Infrastructure Funding Allocation (\$2,400 Each District). (9 Compliant Bids)

4. **DECLARATION OF SURPLUS PROPERTY** [92]
Declare Seven (7) Vehicles, Two (2) Ambulances, One (1) Loader And One (1) Mower As Surplus Property For Disposal Through Public Internet Auction Via GovDeals.

5. **PROCUREMENT OF KITCHEN SUPPLY CHEMICALS** [94]

Authorize The Continued Procurement Of Kitchen Supply Chemicals For The Florence County Sheriff Office From Obco Chemical Company, Inc. As A Sole Source Provider To Be Paid From Previously Approved Departmental Funds.

E. **TAX ASSESSOR & GIS DEPARTMENT/PROCUREMENT**

CONTRACT – KUCERA INTERNATIONAL, INC. [96]

Authorize The County Administrator To Execute A Contract With Kucera International, Inc. For Ortho Re-Flight Of The County As Part Of A Consortium Of Counties In South Carolina At A Cost Of \$26,500 To Be Funded From 311-451-423.

XVI. **OTHER BUSINESS:**

A. **INFRASTRUCTURE**

1. **TOWN OF TIMMONSVILLE** [102]

Declare One (1) Vehicle (VS101 A 2006 Dodge Charger) As Surplus; Authorize The Sale Of The Vehicle To The Town Of Timmonsville In The Amount Of \$1,000; And Approve The Funding From Council District 4 Infrastructure Allocation For The Purchase Of The Vehicle.

2. **TOWN OF TIMMONSVILLE** [104]

Approve The Expenditure Of An Amount Up To \$4,500.00 From Council District 4 Infrastructure Funding Allocation To Assist The Town Of Timmonsville With Renovations To The Town Hall.

3. **VARIABLE MESSAGE DISPLAY/TRAILER** [110]

Approve The Expenditure Of A Total Amount Not To Exceed \$20,100.00 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$2,233.33 From Each District) To Assist The Florence County Sheriff's Office With The Purchase Of A Smart VMS HT Variable Message Display/Trailer To Be Used To Advise The Public Regarding Road Conditions, Amber Alerts, Etc.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

TRINIDAD COURT

[112]

Approve The Expenditure Of Up To \$46,851.00 From Council District 7 RSMF Funding Allocation To Pay For 6" Reclamation 40 Lb. Concrete Square Yards And 1 ½" Resurfacing Of Trinidad Court.

C. UTILITY

W. LOUISE ROAD

[113]

Approve The Expenditure Of Up To \$8,625.00 From Council District 3 Utility Funding Allocation To Pay For Crushed Asphalt For The County Maintained Portion Of W. Louise Road.

XVII. EXECUTIVE SESSION:

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

- Legal Briefing

XVIII. INACTIVE AGENDA:

A. ORDINANCE NO. 30-2009/10

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

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

B. ORDINANCE NO. 13-2010/11

[114]

At Its Regular Meeting Of December 9, 2010, Council Voted Unanimously To Move Ordinance No. 13-2010/11 To The Inactive Agenda: An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.

XIX. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the December 9, 2010 regular meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

**REGULAR MEETING OF THE FLORENCE COUNTY COUNCIL,
THURSDAY, DECEMBER 9, 2010, 10:00 A.M., LYNCHES RIVER
COUNTY PARK COMMUNITY BUILDING, 1110 BEN GAUSE
ROAD, COWARD, SOUTH CAROLINA**

PRESENT:

K. G. "Rusty" Smith, Jr., Chairman
Waymon Mumford, Vice-Chairman
H. Morris Anderson, Secretary-Chaplain (entered the meeting at 10:16 a.m.)
Mitchell Kirby, Council Member
Russell W. Culberson, Council Member
Johnnie D. Rodgers, Jr., Council Member
Alphonso Bradley, Council Member
James T. Schofield, Council Member
Richard A. Starks, County Administrator
Malloy McEachin, County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Chuck Tomlinson, Morning News

ABSENT:

J. Ken Ard, Council Member

A notice of the regular meeting of the Florence County Council appeared in the December 8, 2010 edition of the **MORNING NEWS**. Copies of the agenda were faxed to members of the media and posted in the lobby of the City-County Complex, the Doctors Bruce and Lee Foundation Public Library, and on the County's website (www.florenceco.org).

Chairman Smith called the meeting to order. Vice Chairman Mumford provided the invocation and Councilman Kirby led the Pledge of Allegiance to the American Flag. Chairman Smith welcomed everyone attending the meeting.

APPROVAL OF MINUTES:

Councilman Kirby made a motion Council approve the minutes of the November 18, 2010 regular meeting of County Council. Councilman Rodgers seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

Chairman Smith opened the public hearings and the Clerk published the titles for the following:

ORDINANCE NO. 12-2010/11

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

ORDINANCE NO. 14-2010/11

An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.

APPEARANCES:

STERLING SADLER AND THE EDC COMMITTEE

Mrs. Sadler And Members Of The Environmental Discovery Center (EDC) Committee Appeared Before Council To Present Awards Won By The EDC.

COMMITTEE REPORTS:

There were no Committee Reports.

RESOLUTIONS:

RESOLUTION OF RECOGNITION TO GEORGE C. BRADLEY, Ph.D.

Councilman Mumford made a motion Council approve a Resolution Of Recognition For George C. Bradley, Ph.D., A Native Florentine, In Honor Of His Laudable Achievements. Councilman Bradley seconded the motion, which was approved unanimously. The Clerk published the Resolution in its entirety and Councilmen Mumford and Bradley presented Dr. Bradley with the framed Resolution.

RESOLUTION NO. 05-2010/11

The Clerk published the title of Resolution No. 05-2010/11: A Resolution Authorizing The Execution And Delivery Of An Incentive Agreement By And Among ICE Recycling, LLC, And Florence County And Approving A Multi-County Industrial Park Agreement With Respect To Certain Property. Councilman Kirby made a motion Council approve the Resolution. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 09-2010/11 – THIRD READING

The Clerk published the title of Ordinance No. 09-2010/11: An Ordinance To Amend Florence County Code, Chapter 30, Zoning Ordinance, Article V, Sign Regulations, Section 30-202, Table VII-Regulation Signs By Type, Characteristics And Zoning Districts And Table VIII-Number, Dimension, And Location Of Permitted Signs By Zoning District; Section 30-205, Temporary Signs On Private Property; And Section 30-311, Definitions, Conflict With Other Laws To Revise The Portable Signs Regulations. Councilman Schofield made a motion Council approve third reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 10-2010/11 – THIRD READING

The Clerk published the title of Ordinance No. 10-2010/11: An Ordinance To Rezone Property Owned By William Michael Nexsen Located At 1217 Pheasant Road, Florence County From R-3, Single-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00127, Block 01, Parcel 286 Consisting Of Approximately 1.02 Acres. Councilman Rodgers made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

ORDINANCE NO. 11-2010/11 – THIRD READING

The Clerk published the title of Ordinance No. 11-2010/11: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina And Wellman Plastics Recycling, With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto. Councilman Rodgers made a motion Council approve third reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheets for public hearing of Ordinance No. 12-2010/11 or Ordinance No. 14-2010/11, Chairman Smith closed the public hearing.

ORDINANCE NO. 12-2010/11 – SECOND READING

The Clerk published the title of Ordinance No. 12-2010/11: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Tax Agreement By And Between Florence County, South Carolina, And Project ICE (**ICE Recycling, LLC**), With Respect To Certain Economic Development Property, Whereby Such Property Will Be Subject To Certain Payments In Lieu Of Taxes And Other Matters Related Thereto. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 13-2010/11 – MOVED TO INACTIVE

Councilman Rodgers made a motion Council move Ordinance No. 13-2010/11 to the Inactive Agenda: An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 14-2010/11 – SECOND READING

The Clerk published the title of Ordinance No. 14-2010/11: An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto. Councilman Rodgers made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

There were none.

REPORTS TO COUNCIL:

ADMINISTRATION

2011 CALENDAR OF MEETING DATES AND HOLIDAYS

Councilman Mumford made a motion Council Approve The 2011 Calendar Of Meeting Dates And Holidays. Councilman Anderson seconded the motion, which was approved unanimously.

DONATION OF PROPERTY

Councilman Rodgers made a motion Council Authorize The Acceptance Of The Former Human Resources Building Located On Highway 41/51 And Adjoining 1.32 Acres Land Parcel In Johnsonville By Deed From Wellman Plastics Recycling. Councilman Mumford seconded the motion, which was approved unanimously.

EMERGENCY MEDICAL SERVICES (EMS)

APPLICATION FOR NON-EXCLUSIVE AMBULANCE FRANCHISES

Councilman Schofield made a motion Council Award A Non-Exclusive Ambulance Franchise To HeartLine Transport Services, LLC. Councilman Anderson seconded the motion, which was approved unanimously.

PARKS & RECREATION DEPARTMENT/GRANTS

H.M. AND PEARL KYLE FOUNDATION, INC.

Councilman Rodgers made a motion Council Accept A Grant From The H.M. And Pearl Kyle Foundation, Inc. In The Amount Of \$2,000 To Provide Interactive Exhibits At The Environmental Discovery Center (EDC) And Various Other Park Projects. Councilman Mumford seconded the motion, which was approved unanimously.

PLANNING & BUILDING INSPECTIONS

WAIVER OF COUNTY CODE SECTION 30-210

Councilman Rodgers made a motion Council Approve A Waiver Of The Florence County Code Of Ordinances *Section 30-210. Relocation Of Billboards Due To Governmental Land Acquisition* For Florence County Forward Road Project Sign Relocations. Councilman Kirby seconded the motion, which was approved unanimously.

PROCUREMENT

UNIFORMS FOR COUNTY DEPARTMENTS

Councilman Mumford made a motion Council Authorize The Continued Procurement Of Uniforms For County Departments From Uniforms By John As A Sole Source Provider To Be Paid From Previously Approved Departmental Funds. Councilman Anderson seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

PAMPLICO FIRE DEPARTMENT

Councilman Anderson made a motion Council Approve The Expenditure Of An Amount Up To \$25,000.00 From Council District 2 Infrastructure Funding Allocation To Assist The Pamplico Fire Department With The Purchase Of A 1999 Fire Truck From The West Florence Fire Department. Councilman Rodgers seconded the motion, which was approved unanimously.

SPAULDING HEIGHTS COMMUNITY PARK

Councilman Mumford made a motion Council Approve The Expenditure Of An Amount Up To \$1,800.00 From Council District 7 Infrastructure Funding Allocation To Purchase Four (4) Thermoplastic Coated Park Benches For Spaulding Heights Community Park. Councilman Bradley seconded the motion, which was approved unanimously.

UTILITY

TOWN OF COWARD

Councilman Rodgers made a motion Council Approve The Expenditure Of An Amount Up To \$20,000.00 From Council District 5 Utility Funding Allocation To Extend A 6" Water Line 3,000 Feet From Friendfield Road Down Union School Road. Councilman Anderson seconded the motion, which was approved unanimously.

The following items were additions to the agenda:

TIMMONSVILLE RESCUE SQUAD

Councilman Kirby made a motion Council Declare Two (2) Vehicles (V#976 – A 2006 Dodge Charger And V#984 – A 2006 Chevy Impala) As Surplus; Authorize The Sale Of The Vehicles To The Timmons ville Rescue Squad For \$1,000 Each (\$2,000 Total) To Be Funded From Council District 4 Infrastructure Allocations. Councilman Mumford seconded the motion, which was approved unanimously.

TIMMONSVILLE WATER DEPARTMENT

Councilman Kirby made a motion Council Approve Up To \$2,500.00 From Council District 4 Infrastructure Allocations To Purchase A New Computer And Printer For The Timmons ville Water Department. Councilman Rodgers seconded the motion, which was approved unanimously.

TOWN OF COWARD

Councilman Rodgers made a motion Council Declare One (1) Vehicle (V#986 A 2006 Chevy Impala) As Surplus; Authorize The Sale Of The Vehicle To The Town Of Coward For \$1,000 To Be Funded From The Council District 5 Infrastructure Allocations. Councilman Culberson seconded the motion, which was approved unanimously.

SLED OFFICE ROAD

Councilman Rodgers made a motion Council Approve Up To \$8,338.00 For The Application Of Crushed Asphalt On The SLED Office Road To Be Funded Equally From Council Districts' RSMF And/Or Utility Allocations In Equal Portions Of Approximately \$926.44 Per District. Councilman Kirby seconded the motion, which was approved unanimously.

BEAUTIFICATION PROJECT

Councilman Bradley made a motion Council Approve Up To \$17,193.00 To Assist The City Of Florence With A Beautification Project Through The Demolition Of Property At 809 Clement Street From Council District 3 Utility Allocation. Councilman Anderson seconded the motion, which was approved unanimously.

MCLENDON DRIVE

Councilman Kirby made a motion Council Approve Estimated Expenditures Of \$7,303.65 From Council District 4 RSMF Funding Allocations To Pay For Crushed Asphalt On McLendon Drive Off Of Hill Road. Councilman Rodgers seconded the motion, which was approved unanimously.

TOWN OF SCRANTON

Councilman Rodgers made a motion Council Declare One (1) Vehicle (V#979 A 2006 Chevy Impala As Surplus; Authorize The Sale Of The Vehicle To The Town Of Scranton For \$1,000 To Be Funded From Council District 1 Infrastructure Allocations. Councilman Kirby seconded the motion, which was approved unanimously.

RECESS

There being no further business before Council, Council recessed until 10:45 a.m.

Council recessed at 10:29 a.m. and reconvened at 10:47 a.m.

EMPLOYEE RECOGNITION

Council recognized employees who completed from five to thirty-five years of service with the County as of December 31, 2010.

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

COUNCIL MEETING ADJOURNED AT 11:31 A.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

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

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Appearances Before Council
Kevin M. Barth

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Barth Requests To Appear Before Council To Request Funding For Repairs Needed
At Legion Field.

ATTACHMENT:

Copy of the Request To Appear.

BALLENGER, BARTH & HOEFER, L.L.P.

ATTORNEYS AT LAW

205 NORTH IRBY STREET

POST OFFICE BOX 107

FLORENCE, SOUTH CAROLINA 29503

MICHAEL BALLENGER
KEVIN M. BARTH
FREDERICK A. HOEFER, II
E. GUY BALLENGER
NICHOLAS W. LEWIS

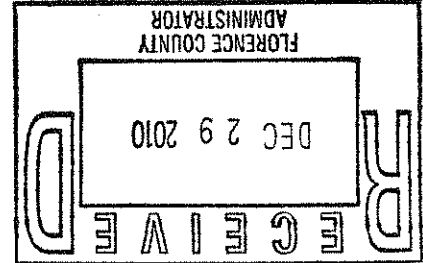
PHONE: 843-662-6301

FAX: 843-664-8384

December 29, 2010

County of Florence
Attn: Mr. Richard Starks
180 N. Irby Street
Florence, SC 29501

Re: County Council Meeting
January agenda



Dear Mr. Starks:

The purpose of this letter is to respectfully request that I be placed on the County Council meeting agenda for the January meeting. If allowed to appear, I will be requesting funding for repairs needed at Legion Field. These repairs are absolutely necessary to allow for the safe use of the premises. A breakdown of these expenses is shown in the statement attached to this letter. The figures were provided to me by various contractors who are willing to complete the tasks for the listed prices.

I will also be requesting that the City of Florence share in the cost of these repairs, and will be providing them with the same cost breakdown as attached to this letter.

Sincerely yours,

Kevin M. Barth

KMB/chg

cc: Chairman K.G. "Rusty" Smith, Jr.
Members of Florence County Council

2011 Legion Stadium Repairs and Cost Estimate

Replacement of rotten window and doors	\$3,800.00
Replacement of damaged windows in press box	\$3,025.00
Replacement of fluorescent lights in office and press box (23 fixtures-most do not work)	\$2,647.00
Replacement of rotten bleacher boards	\$ 350.00
Replacement of centerfield light/transformer	\$ 350.00
Repaint stadium (labor)	\$2,400.00
Repaint stadium (paint)	\$1,205.00
TOTAL:	\$13,777.00

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Appearances Before Council
Ray McBride, Director
Florence County Library System

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. McBride Requests To Appear Before Council To Discuss Library Board Of Trustee
Priorities And Expenditure Of Remaining Library Capital Project Funds.

ATTACHMENT:

Copy of the Request To Appear.



Florence County Library System

Doctors Bruce and Lee Foundation Headquarters Library

509 S. Dargan St. Florence, SC 29506 Phone: (843) 662-8424 Fax: (843) 661-7544
www.florencelibrary.org

January 6, 2011

Mr. K.G. "Rusty" Smith
Chairman
Florence County Council

I respectfully request to appear before Florence County Council on January 20, 2011 to discuss Library Board of Trustee priorities and expenditure of remaining library capital project funds. My presentation will last approximately five minutes.

Thank you for consideration of this request.

Ray McBride
Director

Johnsonville Branch
Marion & Hampton St.
Johnsonville, SC 29555
Phone: (843) 386-2052

Lake City Branch
211 E. Main St.
Lake City, SC 29560
Phone: (843) 394-8071

Olanta Branch
404 E. Hampton St.
Olanta, SC 29114
Phone: (843) 396-4287

Pamplico Branch
180 Main St.
Pamplico, SC 29583
Phone: (843) 493-5441

Timmonsville Branch
111 S. Warren St.
Timmonsville, SC 29161
Phone: (843) 346-2941

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Appearances Before Council
Thomas E. Redmond

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Redmond Requests To Appear Before Council Concerning The Bond Release And Discharge Schedule Implemented By The Florence County Magistrate Court Effective February 8, 2010.

ATTACHMENT:

Copy of the Request To Appear.

THOMAS E. REDMOND
JOHNSONVILLE MAYOR 1998-2004
P.O. BOX 455
116 E. BROADWAY STREET
JOHNSONVILLE, S.C. 29555
TELEPHONE 843-386-2522
FAX 843-386-3632

January 7, 2011

Ms. Connie Haselden
Florence County Clerk
Florence County Council
Florence, S.C. 295001

Via Fax 843-665-3042

Re: Appearing Before Council
Re: Florence County Magistrate Court (copy of memo enclosed)

Dear Ms. Haselden,

I hereby request to appear before Council at your next scheduled meeting concerning the above subject. This presents a hardship not only on Florence County Citizens but anyone that is in the Florence County Detention Center. Thanks for your consideration. You may e-mail me at tomeredmond@yahoo.com

Sincerely,



Thomas E. Redmond



Belinda B. Timmons
Magistrate, Florence County



MEMO

TO: J. NORRIS, JAIL ADMINISTRATOR
CAPT. J. BRUNSON
LT. GAYMON

FROM: BELINDA TIMMONS, SUMMARY COURT JUDGE
EFFINGHAM SUMMARY COURT *BT*

DATE: FEBRUARY 8, 2010

SUBJECT: BOND RELEASE / EFFECTIVE IMMEDIATELY

PLEASE ADVISE YOUR OFFICERS THAT I WILL SIGN A BOND RELEASE
AND DISCHARGE FOR DEFENDANTS THAT HAD A BOND HEARING ON
THE FOLLOWING TIMES:

MONDAY - THURSDAY 9:45-10:45 AM AND 3:30-4:15 PM
FRIDAY 9:45-10:45 AM AND 2:30-3:30 PM

NO BONDSMEN/RUNNERS ARE PERMITTED IN THE OFFICE OR
COURTROOM BEFORE THE ABOVE-MENTIONED TIMES.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT
EXT. 314.

CC: JUDGE EUGENE COOPER
CHIEF MAGISTRATE

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Proclamations

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Proclamation Proclaiming The Month Of January 2011 As "Human Trafficking Awareness Month" In Support Of The Ongoing Commitment Of The United States To Raise Awareness Of And To Actively Combat Human Trafficking.

ATTACHMENT:

Copies Of The Request From Bonnie Cirrincione, Eastern Carolina Coalition Against Human Trafficking And The Proposed Proclamation.

FAX COVER SHEET

cc: R. Starks

Number of Pages: 6 (including coversheet)

DATE: 5 Jan 2011

TO: Florence County Clerk of Council

FROM: Bonnie Cirrincione, on behalf of the Eastern Carolina Coalition
Against Human Trafficking (ECCAHT)

REMARKS: Request the Florence County Council adopt either the
Proclamation or Resolution recognizing Human Trafficking Awareness
Day (Jan 11) and Month (January each year) at the next council
meeting. Copies of faxed documents can be sent electronically by
contacting Ms Cirrincione at 843-399-3192 or via email at
bcirrincione@sc.rr.com.

Thank You.

EASTERN CAROLINA COALITION AGAINST HUMAN TRAFFICKING (ECCAHT)

January 5, 2011

To: Florence County Clerk of Council

The Eastern Carolina Coalition Against Human Trafficking (ECCAHT), a local non-profit organization serving Horry, Georgetown, Dillon, Marion, Florence, and Williamsburg counties, continues to work against the crime of Human Trafficking in the state of South Carolina. ECCAHT, in conjunction with similar coalitions in the Low Country and Greenville areas: (1) brings awareness of this crime to the general public, (2) provides training for law enforcement and medical personnel, and (3) matches victims of human trafficking with service providers in South Carolina.

President Obama signed a proclamation on December 22, 2010 declaring January as National Slavery and Human Trafficking Prevention Month. In addition, January 11 of each year is recognized as National Human Trafficking Awareness Day. This year the coalitions against human trafficking in South Carolina will collectively hold a ceremony on the first floor of the Capitol Building in Columbia at 10:00 AM on January 11 commemorating this day. We invite anyone interested to attend.

Please also find enclosed both a Proclamation and a Resolution against Human Trafficking which we ask that you present to the County Council on behalf of ECCAHT. Freedom is a basic right that should be afforded all individuals - please help us recognize and fight modern day slavery by signing the Resolution or Proclamation. With your help, ECCAHT will be able to more successfully support victims of this egregious crime while assisting law enforcement and prosecutors in recognizing trafficking situations and successfully prosecuting traffickers.

Thank you.

Sincerely,

Bonnie Cirrincione

Cell: 843-421-7468

Email: bcirrincione@sc.rr.com

Enclosures

1. Human Trafficking Awareness Proclamation
2. Human Trafficking Awareness Resolution
3. 2011 Presidential Proclamation

[A Proclamation Recognizing January 2011 As National “Human Trafficking Awareness Month” In Support Of The Ongoing Commitment Of The United States To Raise Awareness Of And To Actively Combat Human Trafficking.]

WHEREAS, On January 11, 2011, The Eastern Carolina Coalition Against Human Trafficking With Support From The SC Anti-Trafficking Coalition Of Greenville And The Low Country Coalition Against Human Trafficking Of Hilton Head Hosted A Human Trafficking Awareness Event In Columbia And Established A State-Wide Initiative To Raise Awareness About And To Eradicate Human Trafficking; and

WHEREAS, The United States “National Human Trafficking Awareness Day” Is Observed Each January 11th As Established By S. Con. Res. 40 Of The 110th Congress; and

WHEREAS, The People Of South Carolina Are Committed To The Protection Of Individual Freedom, Which Necessitates The Elimination Of Human Trafficking In All Its Forms Including Commercial Sexual Exploitation, Debt Bondage, Involuntary Servitude, Forced Marriage, Forced Labor, And All Forms Of Slavery; and

WHEREAS, To Successfully Combat Human Trafficking The People Of South Carolina Must Be Informed About The Problem In Its Local And Global Context; and

WHEREAS, The Efforts By Individuals, Businesses, Organizations And Governing Bodies To Promote The Observance Of Human Trafficking Awareness Day On January 11th Of Each Year Represents One Of The Many Examples Of The Ongoing Commitment Of The United States To Raise Awareness Of And To Actively Combat Human Trafficking.

NOW, THEREFORE, WE, The Governing Body Of Florence County, The Florence County Council, Do Hereby Support The Designation And Observance Of “Human Trafficking Awareness Month” To Raise Awareness Of And Opposition To Human Trafficking In All Its Forms.

Done in meeting duly assembled this 20th day of January, 2010.

THE FLORENCE COUNTY COUNCIL:

K. G. Rusty Smith, Jr., Chairman

ATTEST:

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Presentation of A Resolution of Appreciation & Recognition
Mr. D. R. Granger

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Appreciation and Recognition For D. R. Granger For Over 32 Years Of Service On The Building Commission Of The City And County Of Florence.

ATTACHMENTS:

Copy Of Proposed Resolution.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

RESOLUTION OF APPRECIATION
AND RECOGNITION

WHEREAS, it is the desire of the Florence County Council to recognize those exceptional individuals who tirelessly and unselfishly serve the citizens of Florence County on various Boards and Commissions of the County; and,

WHEREAS, the Florence County Council acknowledges that **MR. D. R. GRANGER** has willingly and diligently served on the Building Commission of the City and County of Florence since May 1978; and,

WHEREAS, his personal commitment of time, cooperative participation and contributions has exemplified the image of the true model citizen; and,

WHEREAS, his knowledge, dedication, and reasoning have been instrumental in ensuring the effective and efficient operation of the Florence City-County Complex; and,

WHEREAS, his commendable service has not gone unnoticed by the Florence County Council.

NOW, THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that **D. R. GRANGER** richly deserves both Council's recognition and appreciation for his many years of dedicated service to the citizens of Florence County.

Thank you Mr. Granger for a job well done!

DONE in meeting duly assembled this 20th day of January, 2011.

THE FLORENCE COUNTY COUNCIL:

K. G. Rusty Smith, Jr., Chairman

Mitchell Kirby, Member, District 4

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Resolution No. 06-2010/11

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approval of a Resolution To Amend A Policy Regarding The Surplus of Vehicles And Motorized County Property And Defining Related Procedures For Distribution And Disposal.

POINTS TO CONSIDER:

1. Florence County previously adopted Resolution No. 07-2008/09 which defined the manner in which motorized property would be declared surplus and the method by which departmental and agency requests for surplus property would be handled.
2. The policy was developed to establish consistency in the handling of surplus property and allow other governmental agencies/organizations the opportunity to obtain surplus property.
3. Staff recommends amending the policy in order to provide a more efficient and effective method for donation/selling of these assets.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 06-2010/11.
2. Provide an alternate directive.

ATTACHEMENTS:

A copy of Resolution No. 06-2010/11.

Sponsor(s) : County Council
Adopted: : January 20, 2011
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 06-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(To Amend A Policy Regarding The Surplus of Vehicles And Motorized County Property And Defining Procedures For Distribution And Disposal.)

WHEREAS:

1. Florence County previously adopted Resolution No. 7-2008/09 which defined the manner in which motorized property would be declared surplus and the method by which departmental and agency requests for surplus property would be handled; and
2. The policy established consistency in the handling of surplus property and allowed other governmental agencies/organizations the opportunity to obtain surplus property; and
3. Staff recommends amending the policy in order to provide a more efficient and effective method for donation/selling of these assets; and,
4. The proposed policy supersedes the original policy established in Resolution No. 7-2008/09 in its entirety.

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

Florence County adopts the following policy regarding the surplus of vehicles and motorized county property to clearly define the manner in which this type of property will be declared surplus and the procedures for orderly processing of related departmental and agency requests.

General Surplus Vehicle and Motorized Property Procedural Requirements:

1. A list of surplus vehicle and other motorized properties will be compiled quarterly by Fleet Management Services. The list will be provided solely to Procurement. Details will routinely include property identification number, year, make, model, mileage, department assigned to and any other certified accurate information regarding the general condition of the vehicle/equipment which County administration requires. Neither surplus departments nor Fleet Management Services will distribute information on any candidate vehicles or property to any other individuals, office, department, or agency.
2. After reviewing the information provided, the Procurement office will distribute the appropriate listing to county department directors and elected/appointed officials for review. Departments who have a desire to replace an existing vehicle/property with a similar one scheduled for surplus consideration will need to complete and submit a "Surplus Property Request" form indicating the specific vehicle or property being requested to the County Administrator within fourteen (14) calendar days of the date of

the listing transmittal. The form also requires information regarding the property currently in service in the department which will be turned in immediately for surplus disposition when the *replacement* is delivered. This information includes but is not limited to year, make, model, mileage and certified accurate general condition of the property. The requests will be considered by the County Administrator based on: 1) the immediate needs of the department; 2) the department's ability to delay an associated budgetary request for one or more fiscal years; 3) the overall needs of the County; and 4) all other conditions considered equal, a first-in-first-out basis.

3. As soon as possible thereafter, the list of property remaining available will be provided to Florence County fire departments and rescue squads currently performing emergency services for Florence County. These fire departments and squads may request to purchase sedans for \$1,000 (other items/property to be priced at wholesale as determined by the County) concurrently with a "swap" of like property for the requested property. If a "swap" is not identified, county fire departments and rescue squads may request to purchase the property outright at wholesale prices as determined by the County. These requests for property are processed on a first-in-first-out basis and must be received in the County Administrator's Office within fourteen (14) calendar days of the date of the listing transmittal. The requests will be submitted to the County Administrator for recommendation to the County Council agenda for consideration.
4. After all property swap requests from fire departments and rescue squads have been processed the remaining items will be listed and offered to county municipalities and school districts in a like manner and timeframe as noted hereinabove, but only at wholesale prices as determined by the County. These requests will be placed on an upcoming County Council agenda for consideration.
5. Any remaining property will be presented to County Council to be declared surplus for sale and then bid out through GovDeals or other means most advantageous to the County, if applicable. In any case of no bidders and any particular item, the County Administrator may provide for other actions or disposal, recycling, rebidding, or other final disposition of the property.
6. If a department or agency declines to take a vehicle previously reserved by request for any reason, the vehicle will go back on a subsequent surplus property list to be distributed in accordance with this policy, and the department or agency may be barred from future requests for up to two years.
7. This policy is effective immediately and supersedes in its entirety the original policy established in Resolution No. 07-2008/09 approved by Florence County Council at the December 11, 2008 regularly scheduled council meeting. This Policy is an interim policy which will govern until such time as it is incorporated into an updated procurement ordinance adopted by County Council for codification at a later date or otherwise superseded or repealed by an action of Council.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Resolution No. 07-2010/11

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing The Submission Of An Application By Florence County To The State Of South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program To Provide Equipment And Supplies For Methamphetamine Enforcement For The Florence County Sheriff's Office To Aid In Methamphetamine Enforcement And Prevention Awareness.

POINTS TO CONSIDER:

1. The JAG grant funds will be used for equipment and supplies necessary for methamphetamine enforcement and prevention awareness.
2. The total project is estimated to cost \$44,686.
3. The grant requires a 10% cash match which will be funded from the Florence County Sheriff's Office FY12 departmental budget.
4. The funding will provide surveillance equipment, Face2Face prevention software for schools and a mobile transport unit.

FUNDING FACTORS:

1. \$44,686 = Total South Carolina Department of Public Safety JAG funding requested to cover equipment and supplies necessary for methamphetamine enforcement and prevention awareness.
2. \$4,469 = Required local match to be funded from Florence County Sheriff's Office FY12 departmental budget.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 07-2010/11.

Sponsor(s)/Department : County Council
Adopted: : January 20, 2011
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 07-2010/11

(Authorizing Submission Of An Application By Florence County To The State Of South Carolina Department of Public Safety Justice Assistance Grant (JAG) Program To Provide Equipment And Supplies For Methamphetamine Enforcement For The Florence County Sheriff's Office To Aid In Methamphetamine Enforcement And Prevention Awareness.)

WHEREAS:

1. The State of South Carolina is authorized to make JAG Grants to local governments with identified justice programs needs/priorities in their community; and
2. The Florence County Sheriff's Department (FCSO) has identified such needs and priorities and will submit an application for JAG funds in 2011 for methamphetamine enforcement equipment and supplies; and
3. The funding will be used to provide surveillance equipment, Face2Face prevention software, and a mobile transport unit; and
4. The total project cost is estimated to be \$44,686.

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

1. Florence County will submit an application for a Justice Assistance Grant in the amount of \$44,686 to provide equipment and supplies for methamphetamine enforcement and prevention awareness for the Florence County Sheriff's Office.
2. The County will provide a 10% match which will be funded from the Sheriff's Department FY12 departmental budget.
3. The County Administrator is authorized to execute documents in conjunction with said application and to submit any and all necessary information in accordance with normal policy.
4. This Resolution shall be in full force and effect from and after its adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Resolution No. 08-2010/11

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing the Submission Of An Application By Florence County To The South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program For Operational Costs And Equipment Associated With The Forensic Lab At The Law Enforcement Center.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office received JAG funding in FY11 to assist with the establishment of a forensic lab at the law enforcement center.
2. This application is for the second year personnel cost, supplies and equipment necessary to operate the lab.
3. The second year costs are estimated at \$162,161.
4. The grant requires a 10% cash match which will be funded from the Florence County Sheriff's Office FY12 departmental budget.
5. The application will need to be resubmitted for year three.
6. Florence County Sheriff Office will be required to maintain and fully fund staff position/s at the end of the last grant period funded from the departments appropriated funds.

FUNDING FACTORS:

1. \$162,161 = Total South Carolina Department of Public Safety JAG funding requested to cover personnel cost and equipment.
2. \$16,216 = Required local match for FY12 to be funded from Florence County Sheriff's Office FY12 departmental budget.
3. FY13 required match is 10% and estimated to be \$11,852.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 08-2010/11.

Sponsor(s)/Department : County Council
Adopted: : January 20, 2011
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 08-2010/11

(Authorizing Submission Of An Application By Florence County To The South Carolina Department Of Public Safety Justice Assistance Grant (JAG) Program For Operational Costs And Equipment Associated With The Forensic Lab At The Law Enforcement Center.)

WHEREAS:

1. The State of South Carolina is authorized to make JAG Grants to local governments with identified justice programs needs/priorities in their community; and
2. The Florence County Sheriff's Office (FCSO) has identified such needs and priorities and received a JAG grant in FY11 for a forensic lab at the Law Enforcement Center; and
3. The forensic lab aids law enforcement in the prosecution of crimes in a more efficient and effective manner; and
4. The FCSO is eligible for funding under the grant for two additional years; and
5. The total project cost for year two is estimated to be \$162,161.

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

1. Florence County will submit an application for a Justice Assistance Grant in the amount of \$162,161 to fund personnel costs, supplies and equipment for the forensic lab at the Law Enforcement Center in an effort to further the County's initiatives to solve and prosecute crime in a efficient and effective manner.
2. The County will provide a 10% match which will be funded from the Sheriff Department FY12 departmental budget.
3. The County Administrator is authorized to execute documents in conjunction with said application and to submit any and all necessary information in accordance with normal policy.
4. This Resolution shall be in full force and effect from and after its adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Resolution No. 09-2010/11

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing Submission Of An Application By Florence County To The United States Department Of Justice (USDOJ) FY2011 Justice and Mental Health Collaboration Program Competitive Grant To Expand Mental Health Services For Inmates In An Effort To Stop Recidivism At The Florence County Detention Center.

POINTS TO CONSIDER:

1. The USDOJ grant funds will be used to expand mental health services, provide substance abuse counseling, and implement measures necessary to stop recidivism at FCDC.
2. The total project is estimated to cost \$50,000.
3. The grant requires a 20% cash match which will be funded from the Florence County Detention Center's FY12 departmental budget.

FUNDING FACTORS:

1. \$50,000 = Total FY 2011 United States Department of Justice (USDOJ) funding requested to cover expansion of mental health services and supplies necessary for implementation of a program to stop recidivism..
2. \$10,000 = Required local match to be funded from the Florence County Detention Center's FY12 departmental budget.

OPTIONS:

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

ATTACHMENTS:

Resolution No. 09-2010/11.

Sponsor(s)/Department : County Council
Adopted: : January 20, 2011
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 09-2010/11

(Authorizing Submission Of An Application By Florence County To The United States Department Of Justice (USDOJ) FY2011 Justice and Mental Health Collaboration Program Competitive Grant To Expand Mental Health Services For Inmates In An Effort To Stop Recidivism At The Florence County Detention Center.)

WHEREAS:

1. The United States Department of Justice is authorized to make Justice and Mental Health Collaboration Program Competitive Grants available to local governments with identified justice program needs/priorities in their community; and
2. The Florence County Detention Center (FCDC) has identified such needs and priorities; and
3. The grant funds would be used to expand mental health services, provide substance abuse counseling, and implement measures to assist inmates in an effort to stop recidivism; and
4. The total project cost is estimated to be \$50,000.

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

1. Florence County will submit an application for a Justice and Mental Health Collaboration Program Grant in the amount of \$50,000 to expand mental health services, provide substance abuse counseling, and implement measures to assist inmates in an effort to stop recidivism at the Florence County Detention Center.
2. The County will provide a 20% match which will be funded from the Detention Center's FY12 departmental budget.
3. The County Administrator is authorized to execute documents in conjunction with said application and to submit any and all necessary information in accordance with normal policy.
4. This Resolution shall be in full force and effect from and after its adoption.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Third Reading - Ordinance No. 12-2010/11

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

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

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 12-2010/11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 12-2010/11.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 18, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : December 9, 2010
 Second Reading : December 9, 2010
 Third Reading : January 20, 2011
 Effective Date : Immediately

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

ORDINANCE NO. 12-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, of the Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into agreements with any industry or business whereby the industry or business would pay fees-in-lieu-of-taxes with respect to certain properties which constitute "economic development properties" as defined in the Act; through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and
2. Pursuant to the Act, and in order to induce certain investment in the County, the County did previously adopt Resolution No. 05-2010/11 dated as of December 9, 2010, authorizing an inducement agreement (the "Inducement Agreement") for the benefit of ICE Recycling, LLC, a South Carolina limited liability corporation (the "Company") with respect to the acquisition of certain land, the construction of certain buildings and improvements thereon, and installation of fixtures, machinery, equipment, and furnishings therein (collectively, the "Project") to constitute a manufacturing facility; and
3. The County is authorized and empowered, pursuant to Title 4, Chapter 1, of the Code of Laws of South Carolina 1976, as amended, to include property upon which a project is located in a multi-county park, with the appropriate consents and approvals of a partnering county, and by separate ordinance, the County has taken action by separate ordinance to place the Project in a multi-county park in cooperation with Williamsburg County; and
4. The Project is anticipated to result in a taxable investment of approximately \$4,350,000 and in the creation of approximately 50 new jobs within five years the Project is placed in service, thereby providing significant economic benefits to the County and surrounding areas; and

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

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

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

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

be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

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

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

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

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

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K.G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

FEE AGREEMENT
BETWEEN
FLORENCE COUNTY, SOUTH CAROLINA

AND

ICE RECYCLING, LLC

DATED
AS OF

JANUARY __, 2011

DRAFT

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of January __, 2011, by and between FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and ICE Recycling, LLC, a South Carolina limited liability corporation, (the "Company").

WITNESSETH:

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

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

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

WHEREAS, pursuant to a Resolution authorizing an incentive agreement adopted on December 9, 2010 (the "Resolution"), the County committed to enter into this Fee Agreement with the Company, which shall provide for payment of fees-in-lieu-of-taxes for a project qualifying under the Act; and

WHEREAS, pursuant to an Ordinance adopted on January __, 2011 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company which identifies property within the Project as economic development property under the Act subject to the terms and conditions hereof;

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

ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS

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

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

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

SECTION 1.3. *Definitions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

“Fee Agreement” means this Fee Agreement dated January __, 2011, between the County and the Company.

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

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

“Incentive Agreement” means the Incentive Agreement between the County and the Company effective December 9, 2010.

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

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

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

“Ordinance” means the Ordinance adopted by the County on January __, 2011, authorizing this Fee Agreement.

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

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

“Real Property” means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

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

“Resolution” means the Resolution of the County Council authorizing the Incentive Agreement adopted on December 9, 2011.

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

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

“State” means the State of South Carolina.

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

**ARTICLE II
LIMITATION OF LIABILITY; INDUCEMENT**

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

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

**ARTICLE III
REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

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

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

(d) To the best of the County's knowledge, neither the existence of the County nor the rights of any members of County Council to their offices, is being contested and none of the proceedings taken to authorize the execution, delivery, and performance of such of the Documents as require execution, delivery, and performance by the County have been repealed, revoked, amended, or rescinded.

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

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

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

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

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

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

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

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

(c) To the best of the Company's knowledge, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein

an unfavorable decision, ruling, or finding would materially adversely affect the Company or the consummation of the transactions described in the Documents.

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

(e) In accordance with and as required by Section 12-44-40(F) of the Act, the Company commits to a Project which meets a minimum investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000).

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

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

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

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

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

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place Real Property, Improvements, and/or Equipment into service at any time during the Investment Period under this Fee Agreement.

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

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

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

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

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The Parties acknowledge that under the South Carolina Constitution and pursuant to the Act, the Project is exempt from *ad valorem* property taxes. However, the Company and any Sponsors shall be required to make Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. There may be property, real or personal, including improvements, that do not qualify as Economic Development Property and thus are not part of the Project, but due to the location of such property within the Multi-County Industrial Park, such property is exempt from *ad valorem* property taxes. The Parties acknowledge that such property is not part of the Project, but that fees as provided for in the MCIP Provision will be paid on such property separate and distinct from the Project and that such fees, payment of same, and/or any penalties or default as to such fees shall not affect this Fee Agreement.

In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project (including, to the extent applicable, on behalf of any other Sponsors), said payments being due in the manner and payable and subject to penalty assessments prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such Project, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30 of the year preceding the calendar year in which this Fee Agreement is executed (which the parties understand to be 443.4 mills in effect on June 30, 2010). Subject in all events to the provisions of the Act, the fair market value estimate will be as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the fair market value must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and

- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

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

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of Economic Development Property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for Economic Development Property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

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

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

9.2(c), Section 5.1(d), and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2, subject, however, at all times to the provision of Section 9.2(c) regarding the maintenance of the minimum investment required by the Act.

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

SECTION 5.3. Fee Term. With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

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

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

**ARTICLE VII
EFFECTIVE DATE**

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

**ARTICLE VIII
SPECIAL COVENANTS**

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

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

County prior written notice of any such proposed assignment, transfer, or sublease and provide the County a copy of any such sublease, assignment, or transfer. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

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

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

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 60 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*," as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 60 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy.

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

(d) If a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law, or regulation, and shall remain undismissed or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive), or if any trustee, receiver, or liquidator of the Company or of all or any substantial

part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of one hundred eighty (180) days (whether or not consecutive).

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

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

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

(c) In the event the Company fails to reach or maintain the minimum investment required by the Act of Two Million Five Hundred Thousand Dollars (\$2,500,000), this Fee Agreement shall terminate and the Company shall pay the County all amounts due pursuant to the Act as a result of such failure, if any. If the Company and any Sponsors fail to meet a total minimum investment level of Ten Million Dollars (\$10,000,000) (without regard to depreciation) in the time period allowed under the Act (five years), or fail to maintain such \$10,000,000 investment after such five year period, and provided that at such time the Company or any Sponsor participating in the Project does not individually have an investment level of \$2,500,000, then such Company's or Sponsor's Payments-in-Lieu-of-Taxes arrangement shall terminate and the Company (but not any Sponsor) shall pay the County an additional amount equal (if any) to the Company's or such Sponsor's total savings from the time the first Payments-in-Lieu-of-Taxes was made to that point (that is, the difference between the fee amount paid by the Company or such Sponsor and the amount which would have been otherwise due in case of normal property taxes with all applicable exemptions). In no event shall the Payments-in-Lieu-of-Taxes terminate with respect to any Sponsor or the Company as long as the Company or such Sponsor maintains a minimum investment of \$2,500,000 (without regard to depreciation).

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

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

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

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

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

ARTICLE X COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including, without limitation, any time during which there may be subsisting an Event of Default), and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for all fees under the MCIP Provisions if the Project remains within a Multi-County Industrial Park, or *ad valorem* property taxes if the Project is not within a Multi-County Industrial Park, on the Project or such portion thereof, prospectively only.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. *Leased Equipment.* The Parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, subject, at all times, to the requirements of such applicable law. The Parties hereto

further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

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

If to the Company:

ICE Recycling, LLC
Butch Crawford
2321 Laurens Circle
Florence, S.C. 29501

With a copy to:

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

If to the County:

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

FLORENCE COUNTY, SOUTH CAROLINA

K. G. "Rusty" Smith, Jr.
Chair, Florence County Council

ATTEST:

Clerk to County Council

ICE RECYCLING, LLC

By: _____

Its: _____

DRAFT

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Third Reading - Ordinance No. 14-2010/11

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park, Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 14-2010/11.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 14-2010/11.

Sponsor(s) : Economic Development
 First Reading/Introduction : November 18, 2010
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : December 9, 2010
 Second Reading : December 9, 2010
 Third Reading : January 20, 2011
 Effective Date : Immediately

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

ORDINANCE NO. 14-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park, Dated December 1, 1998, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park, So As To Provide For A Fee On Personal Property Located Within A Portion Of The Joint County Industrial And Business Park And Special Source Revenue Credit On The Fee, And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County, South Carolina, a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "Council"), and Williamsburg County, South Carolina, a political subdivision of the State of South Carolina ("Williamsburg County") acting by and through its County Council, are authorized pursuant to Article VIII, Section 13 of the Constitution of the State of South Carolina, and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended, (the "Code"), specifically Section 4-1-170 thereof, to develop jointly an industrial or business park with other counties within the geographical boundaries of one or more member counties (collectively the "MCIP Provisions"); and
2. The County and Williamsburg County entered into that certain Agreement for Development for Joint County Industrial Park (the "Park") dated as of December 1, 1998, (the "Agreement"); and
3. The County and Williamsburg County entered into that certain Second Amendment to Agreement for Development for Joint County Industrial Park dated as of June 19, 2008, (the "Second Amended Agreement") whereby the boundaries of the Park were enlarged to include property described on Exhibit A-2 to the Second Amended Agreement (the "Heinz Property"); and
4. The MCIP Provisions provide that all property within the Park shall be exempt from *ad valorem* taxation and that fee payments shall be made instead of tax payments on such property (the "Park Fee"), and Section 4-1-175 of the Code provides that the County may provide a special source revenue credit against such fee payments; and
5. The County entered into a Fee Agreement with H. J. Heinz Finance Company and BNP Paribas Leasing Corporation dated as of June 19, 2008, wherein the County agreed to a fee in lieu of taxes pursuant to Title 12, Chapter 44 of the Code, (the "Fee Agreement") instead of the payment of a Park Fee; and

6. Title 12, Chapter 44 of the Code provides that the fee payments under the Fee Agreement do not commence as to personal property until such property is placed in service, and that H. J. Heinz Co, Inc., ("Heinz") has located certain personal property on the Heinz Property, but such personal property has not yet been placed in service; and
7. The Fee Agreement contemplates and intends that all fee payments to the County for the first twenty years shall be made under the Fee Agreement, however, the location of the property requires a fee payment prior to the property being placed into service; and
8. Heinz has agreed that all fee payments prior to the payments contemplated under the Fee Agreement shall not effect the depreciation schedule for the twenty year fee-in-lieu, and that all payments under the Fee Agreement shall commence as originally scheduled once the property is placed in service; and
9. The County and Williamsburg County desire to amend the Agreement to provide for the payment of a Park Fee with a special source revenue credit against such fee payment in order to effect the original intent of the economic incentives provided Heinz for location of a manufacturing facility in Florence County.

NOW, THEREFORE, BE IT ORDAINED BY THE FLORENCE COUNTY COUNCIL:

1. The Agreement is hereby amended to provide for a Park Fee by Heinz until such time as the personal property fees under the Fee Agreement commence and to provide a special source revenue credit against such Park Fee in its entirety.
2. The Chairman of the Florence County Council is hereby authorized to execute and deliver on behalf of Florence County the Sixth Amendment to Agreement for Development of Joint County Industrial Park in substantially the form attached hereto as Exhibit A.
3. This Ordinance shall be effective immediately upon adoption.

ATTEST:

SIGNED:

 Connie Y. Haselden, Council Clerk

 K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
 OPPOSED:
 ABSENT:

SIXTH AMENDMENT TO AGREEMENT FOR DEVELOPMENT
FOR JOINT COUNTY INDUSTRIAL PARK

This Sixth Amendment to Agreement for Development for Joint Industrial Park dated December 1, 1998, between Florence County, South Carolina ("Florence County") and Williamsburg County, South Carolina ("Williamsburg County"), each a body politic and political subdivisions of the State of South Carolina (collectively the "Counties").

WITNESSETH:

WHEREAS, under the authorization of the Counties pursuant to Article VIII, Section 13 of the Constitution of the State of South Carolina and Title 4, Chapter 1 of the Code of Laws of the State of South Carolina 1976, as amended (the "Code"), specifically Section 4-1-170 thereof (collectively the "MCIP Provisions"); and, pursuant to that certain Agreement for Development for Joint County Industrial Park (the "Agreement") dated as of December 1, 1998, the Counties agreed to develop a multi-county industrial or business park (the "Park"), a portion of which is located in Florence County as described in Exhibit A to that Agreement (the "Florence Property"), and a portion of which is located in Williamsburg County as described in Exhibit B to that Agreement (the "Williamsburg Property"); and

WHEREAS, The Counties entered into that certain Second Amendment to Agreement for Development for Joint County Industrial Park dated as of June 19, 2008, (the "Second Amended Agreement") whereby the boundaries of the Park were enlarged to include property described on Exhibit A-2 to the Second Amended Agreement (the "Heinz Property"); and

WHEREAS, The MCIP Provisions provide that all property within the Park shall be exempt from *ad valorem* taxation and that fee payments shall be made instead of tax payments on such property (the "Park Fee"), and Section 4-1-175 of the Code provides that the County may provide a special source revenue credit against such fee payments; and

WHEREAS, The County entered into a Fee Agreement with H. J. Heinz Finance Company and BNP Paribas Leasing Corporation dated as of June 19, 2008, wherein the County agreed to a fee in lieu of taxes pursuant to Title 12, Chapter 44 of the Code, (the "Fee Agreement") instead of the payment of a Park Fee; and

WHEREAS, Title 12, Chapter 44 of the Code provides that the fee payments under the Fee Agreement do not commence as to personal property until such property is placed in service, and that H. J. Heinz Co, Inc., or its subsidiaries or financiers as may appear as signatories to the Fee Agreement, to include but not be limited to H. J. Heinz Finance Company and BNP Paribas Leasing Corporation (collectively "Heinz") has located certain personal property on the Heinz Property, but such personal property has not yet been placed in service; and

WHEREAS, The Fee Agreement contemplates and intends that all fee payments to the County for the first twenty years shall be made under the Fee Agreement, however, the location of the property requires a fee payment prior to the property being placed into service; and

WHEREAS, Heinz has agreed that all fee payments prior to the payments contemplated under the Fee Agreement shall not effect the depreciation schedule for the twenty year fee-in-lieu, and that all payments under the Fee Agreement shall commence as originally scheduled once the property is placed in service; and

WHEREAS, The County and Williamsburg County desire to amend the Agreement to provide for the payment of a Park Fee with a special source revenue credit against such fee payment in order to effect the original intent of the economic incentives provided Heinz for location of a manufacturing facility in Florence County.

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

Section 1. The Agreement is hereby amended to provide that Heinz shall pay a Park Fee on the personal property that is located in Florence County, but not yet placed in service, and that qualifies as economic development property under the Fee Agreement, in an amount equivalent to the property taxes that would have been due and payable except for the exemption, all as provided in the MCIP Provisions, only until such time as said property is placed in service, at which time, pursuant to the Fee Agreement and the applicable statutory authority as codified in Title 12, Chapter 44 of the Code, said property will be assessed the fee-in-lieu-of-taxes beginning with year one of the twenty-year fee payment pursuant to the schedule as provided in said Fee Agreement; and that no depreciation will be taken during the period in which the fee under this Sixth Amendment to the Agreement is paid, such that year-one of the fee payment under the Fee Agreement shall be the beginning of any depreciation schedule.

Section 2. The Counties herein agree during such period as the Park Fee is paid as provided for in Section 1 of this Sixth Amendment to the Agreement, that Heinz is entitled to apply and/or receive a one hundred percent (100%) credit against such fee payments (the "Credit"), or in lieu of such Credit, receive a corresponding payment from the Counties (the "Payment") (collectively, the "SSRC"), pursuant to Section 4-1-175 of the Code. The SSRC may apply to any costs as allowed, or provided for, in Section 4-29-68(A)(2) of the Code (the "Costs"). The Costs may be incurred at any time from the first acquisition of real property, improved or unimproved, or personal property that qualifies as Economic Development Property as defined in Section 12-44-30 of the Code, and qualifies for application of the SSRC as defined in Section 4-29-68(A)(2) of the Code.

Section 3. Except as expressly amended or modified herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto, each after due authorization, have executed this Sixth Amendment to Agreement for Development for Joint County Industrial Park to be effective as of _____, 2010.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Florence County Council

ATTEST:

By: _____
Clerk to County Council
Florence County, South Carolina

WILLIAMSBURG COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Williamsburg County Council

ATTEST:

By: _____
Clerk to County Council
Williamsburg County, South Carolina

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, January 20, 2011

AGENDA ITEM: Ordinance No. 15-2010/11
Introduction - By Title Only

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Property Owned By Jack R. Chamberlain Located At 716 Cooktown Rd., Lake City From R-4, Multi-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00142, Block 31, Parcel 217 Consisting Of Approx. 3.18 Acres.] *(Planning Commission public hearing January 25th; Council District 1)*

ATTACHMENTS:

A copy of the following is attached:

1. Ordinance No. 15-2010/11, By Title Only

Sponsor(s) : Planning Commission
Planning Commission Consideration : Jan. 25, 2011
Planning Commission Public Hearing : Jan. 25, 2011
Planning Commission Recommendation : Jan. 25, 2011
First Reading/Introduction : Jan. 20, 2011
Committee Referral : N/A
Second Reading :
Third Reading :
Effective Date : Immediately

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

ORDINANCE NO. 15-2010/11

[An Ordinance To Rezone Property Owned By Jack R. Chamberlain Located At 716 Cooktown Rd., Lake City From R-4, Multi-Family Residential District To RU-1, Rural Community District Shown On Florence County Tax Map No. 00142, Block 31, Parcel 217 Consisting Of Approx. 3.18 Acres.]

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Boards & Commissions
Florence City-County Stadium Commission

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

The American Legion Fred H. Sexton Post 1 Requests That George Rigby, A Marine Corp Veteran, Be Appointed To Fill Seat 6 (Left Vacant By The Death Of O. J. Davis) On The Florence City-County Stadium Commission With Appropriate Expiration Term.

ATTACHMENTS:

1. A copy of the letter of notification from Gerald Holley, Stadium Commission Chair.
2. A copy of the letter of recommendation from Michael McIntire, Post Commander, Fred H. Sexton Post 1.
3. A copy of the current list of the Florence City-County Memorial Stadium Commission.

FLORENCE CITY-COUNTY STADIUM COMMISSION
Post Office Box 13863
Florence, SC 29504

January 6, 2011

Florence County Council
City-County Complex
180 North Irby Street MSC-II
Florence, SC 29501


Attention: Connie Haselden

Dear Mrs. Haselden:

I have been notified in writing by the Post Commander of American Legion Fred H. Sexton Post 1, Michael McIntire, that George Rigby is being recommended by that organization to fill Seat #6 on the Florence City-County Stadium Commission. That seat is vacant at this time due to the death of O. J. Davis.

Your assistance in getting Mr. Rigby appointed by County Council will be appreciated.

Sincerely,


Gerald D. Holley
Chairman

FRED H. SEXTON POST 1

Post Home
3631 E. Palmetto St.
Florence, S.C. 29506



Mailing Address
P.O. Box 5331
Florence, S.C. 29501

December 15th, 2010

Gerald Holley, Chairman
Florence City-County Stadium Commission
Post Office Box 13863
Florence, SC 29504

Dear Mr. Holley,

As you know, O.J. Davis was a longtime member of the American Legion Fred H. Sexton Post #1 of Florence until his recent death. At the time of his death, he was serving on the Florence City-County Stadium Commission as a representative of Post #1.

Therefore, American Legion Fred H. Sexton Post #1 is recommending that Florence County Council appoint George Rigby, Marine Corps Veteran and strong supporter of Post #1 to fill this vacant seat.

Sincerely,

Michael McIntire
Post Commander

**FLORENCE CITY-COUNTY MEMORIAL STADIUM
COMMISSION**

AUTHORITY: Ordinance #04-80/81 AND #08-84/85
APPOINTED BY: County Council

**MEMBERSHIP
ROSTER**

Eight (8) members appointed by the Florence County Council, upon the recommendation of: two (2) members by the City Council of Florence, two (2) members by the Florence County Council, two (2) members by Florence Public School District No. 1, and two (2) members by the Fred H. Sexton Post No. One of the American Legion. The terms shall be for five years.

<u>SEAT</u>	<u>APPOINTEE</u>	<u>APPOINTING AUTHORITY</u>	<u>TERM TO EXPIRE</u>
1	Chappell Jones 811 Mohawk Drive Florence, SC 29501	City Council 669-5000	11-2010
2	Rob Cooksey 700 S. Cashua, Suite 21-B Florence, SC 29501	City Council 229-2244	11-2011
3	Vacant (Gerald Holley notified the Clerk to Council that the individual serving in this seat was deceased – he will notify school district to replace.)	School District #1	11-2011
4	Gerald D. Holley 612 Grove Park Drive Florence, SC 29501	School District #1 662-7783 - H 669-4141 - O	11-2012
5	Michael W. Richey Post Office Box 5331 (American Legion address) Florence, SC 29501	American Legion	11-2012
6	Oliver J. Davis 1205 Melrose Avenue Florence, SC 29505	American Legion 662-1236	11-2014

- | | | | |
|---|--|----------------------------|---------|
| 7 | Thomas Steven Reaves
830 Old Woodlands Road
Florence, SC 29505 | County Council
662-0566 | 11-2007 |
| 8 | H. Mack Dixon
308 Wildwood Drive
Quinby, SC 29506 | County Council
662-2468 | 11-2009 |

Mail general correspondence to:
Mr. Gerald D. Holley, Chairman
Florence City-County Stadium Commission
P O Box 13863
Florence, SC 29504-3863

FLORENCE COUNTY COUNCIL MEETING
January 20, 2011

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

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

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY11
7/1/10 TO 11/30/10**

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	33,124,798	21,446,873	11,677,925	35.25%
Licenses & Permits	1,339,176	325,523	1,013,653	75.69%
Fines & Fees	3,174,264	1,159,018	2,015,246	63.49%
Intergovernmental	6,287,026	1,679,484	4,607,542	73.29%
Sales and Other Functional	5,251,906	2,048,150	3,203,756	61.00%
Miscellaneous	947,942	111,608	836,334	88.23%
Operating Transfers	(2,118,438)	-	(2,118,438)	100.00%
Use of Fund Balance	1,965,390	-	1,965,390	100.00%
TOTAL	49,972,064	26,770,655	23,201,409	46.43%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY11
7/1/10 TO 11/30/10**

		YEAR-TO-DATE			
		BUDGETED EXPENDITURE	ACTUAL EXPENDITURE	REMAINING BALANCE	PCT
EXPENDITURES					
10-411-401	County Council	353,921	124,139	229,782	64.92%
10-411-402	Administrator	625,172	206,749	418,423	66.93%
10-411-403	Clerk of Court	1,850,960	741,644	1,109,316	59.93%
10-411-404	Solicitor	1,068,037	359,527	708,510	66.34%
10-411-405	Judge of Probate	510,911	195,537	315,374	61.73%
10-411-406	Public Defender	737,913	289,015	448,898	60.83%
10-411-407	Magistrates	2,155,858	810,743	1,345,115	62.39%
10-411-409	Legal Services	82,150	27,203	54,947	66.89%
10-411-410	Voter Registration & Elections	475,742	256,423	219,319	46.10%
10-411-411	Finance	763,104	302,822	460,282	60.32%
10-411-412	Human Resources	1,258,804	597,673	661,131	52.52%
10-411-413	Procurement & Vehicle Maintenance	1,286,586	491,247	795,339	61.82%
10-411-414	Administrative Services	390,558	170,277	220,281	56.40%
10-411-415	Treasurer	1,217,704	469,158	748,546	61.47%
10-411-416	Auditor	484,877	175,935	308,942	63.72%
10-411-417	Tax Assessor	1,307,903	487,004	820,899	62.76%
10-411-418	Planning and Building	2,050,116	678,584	1,371,532	66.90%
10-411-419	Complex	1,222,911	472,994	749,917	61.32%
10-411-420	Facilities Management	886,940	345,699	541,241	61.02%
10-411-427	Information Technology	1,266,969	413,385	853,584	67.37%
10-411-446	Veteran's Affairs	148,790	57,877	90,913	61.10%
10-411-480	Senior Citizen Centers	336,991	106,280	230,711	68.46%
10-411-485	General Direct Assistance	208,077	54,756	153,321	73.68%
10-411-488	Contingency	706,766	336,562	370,204	52.38%
10-411-489	Employee Tort & Blanket Bond	209,568	208,947	621	0.30%
10-421-421	Sheriff's Office	14,529,022	5,994,419	8,534,603	58.74%
10-421-422	Emergency Management	2,434,657	883,848	1,550,809	63.70%
10-421-481	Rural Fire Departments	14,553	1,034	13,519	92.90%
10-451-423	EMS	4,124,606	1,619,248	2,505,358	60.74%
10-451-424	Rescue Squads	400,036	110,171	289,865	72.46%
10-451-425	Coroner	261,935	108,850	153,085	58.44%
10-451-441	Health Department	83,438	40,547	42,891	51.41%
10-451-442	Environmental Services	690,989	210,023	480,966	69.61%
10-451-485	Health Direct Assistance	15,428	1,928	13,500	87.50%
10-461-485	Welfare - MIAP & DSS	454,505	192,626	261,879	57.62%
10-471-451	Recreation	1,729,988	795,201	934,788	54.03%
10-471-455	County Library	3,611,074	1,514,371	2,096,703	58.06%
10-471-485	Museum Commission	9,702	-	9,702	100.00%
10-481-485	Literacy Council	4,803	1,201	3,602	75.00%
TOTAL		49,972,064	19,853,646	30,118,418	60.27%

Percent of Fiscal Year Remaining = 58.33%

FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/10 TO 11/30/10

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,515,083	293,940	3,221,143	91.64%	3,515,083	3,721,885	-	0.00%
112 Economic Development Partnership Fund	446,292	155,692	290,600	65.11%	446,292	46,687	399,605	89.54%
123 Local Accommodations Tax Fund	2,437,793	680,518	1,757,275	72.08%	2,437,793	427,838	2,009,955	82.45%
124 Local Hospitality Tax Fund	696,292	202,779	493,513	70.88%	696,292	455,328	240,964	34.61%
131 District Utility Allocation Fund	2,123,693	166,478	1,957,215	92.16%	2,123,693	1,741,693	382,000	17.99%
132 District Infrastructure Allocation Fund	1,637,634	185,841	1,451,793	88.65%	1,637,634	1,201,044	436,590	26.66%
151 Law Library Fund	87,318	7,688	79,630	91.20%	87,318	54,314	33,004	37.80%
153 Road System Maintenance Fee Fund	3,198,581	1,409,885	1,788,696	55.92%	3,198,581	1,157,103	2,041,478	63.82%
154 Victim/Witness Assistance Fund	193,500	70,893	122,607	63.36%	193,500	56,099	137,401	71.01%
421 Landfill Fund	4,057,416	1,237,876	2,819,540	69.49%	4,057,416	950,707	3,106,709	76.57%
431 E911 System Fund	629,196	150,578	478,618	76.07%	629,196	141,083	488,113	77.58%
TOTALS:	19,022,798	4,562,169	14,460,629	76.02%	19,022,798	9,953,781	9,275,819	48.76%

Percent of Fiscal Year Remaining: 58.33%

331 Capital Project Sales Tax (Florence County Forward road projects) received and interest earned
 (See separate attachment for additional details.)

\$ 67,138,081

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

Council District #	Type of Allocation	Beginning Budget FY11	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	215,462.00	26,772.00	188,690.00
	Paving	56,477.00	-	56,477.00
	Utility	242,729.00	-	242,729.00
	In-Kind	19,800.00	183.00	19,617.00
2	Infrastructure	53,894.00	17,440.00	36,454.00
	Paving	66,744.00	-	66,744.00
	Utility	3,604.00	-	3,604.00
	In-Kind	19,800.00	-	19,800.00
3	Infrastructure	74,397.00	41,450.00	32,947.00
	Paving	73,014.00	73,014.00	-
	Utility	256,532.00	141,635.00	114,897.00
	In-Kind	19,800.00	-	19,800.00
4	Infrastructure	283,090.00	11,772.00	271,318.00
	Paving	186,757.00	-	186,757.00
	Utility	93,297.00	58,380.00	34,917.00
	In-Kind	19,800.00	266.00	19,534.00
5	Infrastructure	72,544.00	11,272.00	61,272.00
	Paving	51,889.00	8,661.00	43,228.00
	Utility	131,908.00	8,380.00	123,528.00
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	284,666.00	53,326.00	231,340.00
	Paving	113,579.00	13,138.00	100,441.00
	Utility	270,353.00	-	270,353.00
	In-Kind	19,800.00	3,410.00	16,390.00
7	Infrastructure	94,656.00	20,056.00	74,600.00
	Paving	144,780.00	40,662.00	104,118.00
	Utility	308,825.00	55,246.00	253,579.00
	In-Kind	19,800.00	604.00	19,196.00
8	Infrastructure	123,747.00	8,772.00	114,975.00
	Paving	55,040.00	-	55,040.00
	Utility	147,689.00	-	147,689.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	53,447.00	14,817.00	38,630.00
	Paving	103,089.00	33,769.00	69,320.00
	Utility	260,356.00	54,000.00	206,356.00
	In-Kind	19,800.00	-	19,800.00

Infrastructure funds to be used for capital projects or equipment purchases. (See guidelines)
Paving funds to be used for paving or rocking roads. See guidelines in County code.
Utility funds to be used for water, sewer, stormwater, and any infrastructure fund projects.
In-Kind funds to be used for projects completed by the Public Works Department.

**FLORENCE COUNTY FORWARD
CAPITAL PROJECT SALES TAX**

As of October 31, 2010

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Completed to Date	Balance	% Balance Remaining
Pine Needles Road Widening	\$ 17,676,768.00	\$ 681,210.80	\$ 1,224,957.80	\$ 9,087,869.51	\$ 10,994,038.11	\$ 6,682,729.89	37.81%
US 378 Widening	\$ 138,751,620.00	\$ 2,919,329.08	\$ 767,906.13	\$ 242,394.22	\$ 3,929,629.43	\$ 134,821,990.57	97.17%
US 76 Widening	\$ 31,641,621.00	\$ 1,315,416.07	\$ 14,572.18	\$ 2,562.16	\$ 1,332,550.41	\$ 30,309,070.59	95.79%
TV Road Widening	\$ 34,519,290.00	\$ 1,004,987.52	\$ 225.14	\$ 1,625.53	\$ 1,006,838.19	\$ 33,512,451.81	97.08%
SC 51 Widening	\$ 151,533,817.00	\$ 687,813.53	\$ -	\$ 221.28	\$ 688,034.81	\$ 150,845,782.19	99.55%
US 301 Bypass Extension	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	100.00%
	\$ 447,587,262.00	\$ 6,608,757.00	\$ 2,007,661.25	\$ 9,334,672.70	\$ 17,951,090.95	\$ 429,636,171.05	95.99%

REVENUES	Project Budget	Received/Earned to Date	Balance	% Balance Remaining
Capital Project Sales Tax	\$ 148,000,000.00	\$ 64,115,172.00	\$ 83,884,828.00	56.68%
Earned State Match	\$ 250,000,000.00	\$ 134,276,162.90	\$ 115,723,837.10	46.29%
Interest Earnings	\$ -	\$ 3,022,909.45	\$ -	
	\$ 398,000,000.00	\$ 201,414,244.35	\$ 199,608,665.10	

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

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Records Retention Schedule For Scrap Tire Permit Applications

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Approve Records Retention Schedule Recommended By The South Carolina Department Of Archives And History To Retain Scrap Tire Permit Applications In The Environmental Services Department For A Period Of One (1) Year After The Permit Expires.

POINTS TO CONSIDER:

- 1) The South Carolina Department of Archives and History – Division of Archives and Record Management is required by state law to approve all record retention schedules for county records.
- 2) Florence County requested that the Department designate the records retention schedule for Scrap Tire Permit Applications in the Environmental Services Department. The Department has approved the retention schedule for a period of 1 year after the permit expires, after which time the records can be destroyed.
- 3) Official and proper destruction of records on a regular basis frees up prime office spaces for current operations, and prevents excessive accumulation of records based on State determinations and appropriateness.

OPTIONS:

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

ATTACHMENTS:

Copy of South Carolina Department of Archives and History Records Retention Schedule Approval.



FLORENCE COUNTY

RECORD GROUP NUMBER: 21

ENVIRONMENTAL SERVICES

15614 SCRAP TIRE PERMIT APPLICATIONS

Description:

Applications submitted by property owners for permits to store scrap tires in accordance with county ordinance number 24-89/90 and/or SCDHEC Regulations. Information includes Permit Application: name/company, phone number, address, location description, number of tires in inventory, landfill sticker number, expected time in site location, own/rent/lease, fee received, amount, signature of applicant, signature of owner, address, phone number, approved/denied, date, comment and signature of county official; office copy of permit issued; and copy of receipt for payment.

Retention:

1 year after permit expires, then destroy.

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Grant Award South Carolina Department of Commerce

DEPARTMENT: Florence County Economic Development
Grants Department

ISSUES UNDER CONSIDERATION:

Accept Grant Award #CL10077 For \$100,000 From The South Carolina Coordinating Council For Economic Development Under The Governor's Closing Grant Program For Costs Associated With The Wellman Plastics Recycling LLC Project.

POINTS TO CONSIDER:

1. Florence County will utilize the South Carolina Coordinating Council for Economic Development Governor's Closing Grant to cover costs associated with the Wellman Plastics Recycling LLC project in the City of Johnsonville.
2. Wellman Plastics Recycling LLC in Johnsonville will expand operations at its existing facility and the project funds will provide for building upfits at the plant.
3. The grant does not require matching funds, but Wellman Plastics Recycling LLC is required to provide \$2,400,000 to complete the equipment/machinery portion of the project as indicated in the grant application.
4. Acceptance of the grant includes authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

FUNDING FACTORS:

1. \$100,000 = Total one-time costs for grant award #CL10077 from the South Carolina Coordinating Council for Economic Development.
2. \$2,400,000 = Total costs remaining to complete the equipment/machinery portion of the project, which will be supplied by Wellman Plastics Recycling LLC.

OPTIONS:

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

ATTACHMENTS:

Grant Award from the South Carolina Coordinating Council for Economic Development.

**SOUTH CAROLINA COORDINATING COUNCIL
FOR ECONOMIC DEVELOPMENT
1201 Main Street, Suite 1600
Columbia, South Carolina 29201**

GRANT AWARD AGREEMENT

In accordance with the provisions of Section 12-28-2910 of the 1976 Code of Laws of South Carolina, as amended, the South Carolina Coordinating Council for Economic Development, hereinafter called the Council, does commit and grant to Florence County, hereinafter called the Grantee, the sum in dollars set forth in Section 3 below for the Project identified in Section 2 below. The acceptance of the Agreement creates a contract between the Council and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices attached hereto and any other documents or conditions referred to herein.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the grant application forms submitted by the Grantee to the Council.
- (c) Company means the economic development corporate entity that is identified in the Application.
- (d) Contractor means a private contractor who undertakes all or part of the Project.
- (e) Council means the South Carolina Coordinating Council for Economic Development (CCED).
- (f) Grant means the dollars committed by the Council to the Grantee for the Project.
- (g) Grantee means the unit of government designated for the Grant and set forth above.
- (h) Project means the project identified and described in the Application.
- (i) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: These funds will be used to assist Florence County with upfitting a building for Project Welltown, which has been approved by the Council, and is included by reference as Governors Closing Fund Grant #CL10077 - Building upfit.

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Report to Council

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION: Acceptance of audit for fiscal year ended June 30, 2010

POINTS TO CONSIDER:

1. The audit for the year ended June 30, 2010 has been presented by the firm of Baird & Company, CPA's, LLC.
2. Council needs to accept the audit or refer it to the administration and finance committee for their review.

FUNDING FACTORS: None

OPTIONS:

1. *(Recommended)* Vote to accept the audit as presented.
2. Provide an alternate directive

ATTACHMENT:

None

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Award Of Bid # 08-10/11 For Extrication Equipment For Hannah-Salem-Friendfield Fire District To Safe Industries, Piedmont, South Carolina In The Amount Of \$42, 359.76 To Be Funded From FY 11 Budgeted Funds. *(2 Compliant Bids)*.

POINTS TO CONSIDER:

- 1) Bid #08-10/11 was publicly offered.
- 2) Two (2) bids were received; two (2) bids were compliant.
- 3) Safe Industries, Piedmont, South Carolina was the lowest compliant bidder for extrication equipment.
- 4) Deputy Chief of Hannah-Salem-Friendfield Fire District recommends the award.
- 5) The bid expires March 15, 2011.

FUNDING FACTORS:

- 1) \$42,359.76 = Total cost of the extrication equipment for Hannah-Salem-Friendfield Fire District to be funded from FY 11 budgeted funds.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Memo of recommendation from Hannah-Salem-Friendfield Deputy Chief.

Hannah-Salem-Friendfield Fire District
 Extrinsic Equipment
 Invitation-to-Bid #08-10/11

Bid Opening Date:
 Time:
 Advertised Date:
 Invitations to Bids Distributed:
 Bid Expiration Date:

December 14, 2010
 11:00 AM
 MN-11/21/10 SCBO-11/22/10
 5
 3/15/2011

Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Safe Industries Piedmont, SC	\$42,359.76	Yes	Yes	\$42,359.76	\$43,206.95
Johnson Fire & Safety Systems, Inc. Lake City, SC	\$44,192.98	Yes	Yes	\$44,192.98	

Notes:

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



Hannah-Salem-Friendfield Fire District

630 W. Highway 378

Pamplico, S.C. 29583

Telephone (843) 493-2260 Fax (843) 493-5362

FDID # 21226



December 15, 2010

Ms. Mazie Abraham
Florence County Purchasing
180 N. Irby Street MSC-R
Florence, SC 29501

Re: Letter of Recommendation Sealed Bid #08-10/11

Dear Ms. Abraham,

On behalf of the Hannah-Salem-Friendfield Fire District we would like to submit this letter of recommendation for the Sealed Bid #08-10/11 Extrication Equipment in favor of Safe Industries as the awarding vendor on this project.

Should you have any questions please feel free to call.

Cordially,

Monty W. Tedder, Deputy Chief
Hannah-Salem-Friendfield Fire District

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Approve award of Bid # 10-10/11 for an ambulance cot and related items to Stryker Medical, Portage, MI in the amount of \$11,692.51 for the Pamplico Rescue Squad to be funded from grant funds, with the required matching funds provided by Pamplico Rescue Squad. *(2 Compliant Bids).*

POINTS TO CONSIDER:

- 1) Bid #10-10/11 was publicly offered.
- 2) Two (2) compliant bids were received.
- 3) Stryker Medical, Portage, MI was the lowest compliant bidder for the ambulance cots.
- 4) Pamplico Rescue Squad recommends the award.
- 5) The bid expires March 23, 2011.

FUNDING FACTORS:

- 1) \$11,692.51 = Total cost of the ambulance cot and related items to be funded from an EMS grant-in-aid and the required matching funds provided by the Pamplico Rescue Squad.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Letter of recommendation from Pamplico Rescue Squad.

Pamplico Rescue Squad
 Ambulance Cot & Related Items
 Invitation-to-Bid #10-10/11

Bid Opening Date: December 22, 2010
 Time: 11:00 AM
 Advertised Date: MN-12/5/10 SCBO-12/6/10
 Invitations to Bids Distributed: 4
 Bid Expiration Date: 3/23/2011

Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Stryker-EMS Equipment Portage, MI.	\$11,692.51	Yes	Yes	\$11,692.51	
Bound Tree Medical LLC Dublin, OH	\$12,483.72	Yes	Yes	\$12,483.72	

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

Pamplico Rescue and Ambulance Service, Inc



Office: 217 E Third Avenue
Mail: P.O. Box 532
Pamplico, South Carolina 29583
(843) 493-0457 (843) 493-0457 FAX

Pamplico Rescue Squad



First Responder thru Paramedic

To: Florence County Council
Fr: C.G. Haines, Pamplico Rescue Squad
Re: Bid Award recommendation

The bid acceptance process for the SC DHEC Grant-in-aid 2010/2011 has been received from Florence County Procurement. The lowest bid received was from Stryker-EMS Equipment, in the amount of \$11,692.51. Since this is the actual manufacturer of the Stryker Power Stretcher, which was the item bid out, this is of course completely acceptable for the purpose. We recommend that this bid be accepted and processed. The money for our matching part of this grant has already been forwarded to Kathy Nephew in the Grants Department.

Thank you for the job done by Florence County Procurement in working on this.

C.G. Haines

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Award Of Bid # 12-10/11 For The Construction Of Two (2) Picnic Shelters At Savannah Grove Park To Carraway Construction, Sumter, SC In The Amount Of \$21,500 And Approve Up To An Additional \$12,000 From Council Districts 3, 4, 5, 6, and 9 (\$2,400 each) Infrastructure Funding Allocation. (9 Compliant Bids).

POINTS TO CONSIDER:

- 1) Bid #12-10/11 was publicly offered.
- 2) Nine (9) bids were received; nine (9) bids were compliant.
- 3) Carraway Construction, Sumter, SC was the lowest compliant bidder for the construction of the two (2) picnic shelters at Savannah Grove Park.
- 4) FW Architects, Inc. and the Recreation Director recommend this award.
- 5) The bid expires February 4, 2011.

FUNDING FACTORS:

- 1) \$21,500 = Total cost of the construction of two picnic shelters at Savannah Grove Park to be funded from infrastructure funds.

OPTIONS:

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

ATTACHMENTS:

- 1) Bid Tabulation Sheet.
- 2) Memo of recommendation from FW Architects.
- 3) Memo of recommendation from Recreation Director.

Savannah Grove Park
 Construction of (2) Picnic Shelters
 Invitation-to-Bid #12-10/11

Bid Opening Date: 1/4/2011
 Time: 2:00 AM
 Advertised Date: MN-12/19/10 SCBO-12/16/10
 Invitations to Bids Distributed: 16
 Bid Expiration Date: 2/4/2011

Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Carraway Construction Sumter, SC	\$21,500.00	Yes	Yes	\$21,500.00	\$21,930.00
Wilks Robinson, LLC Marion, SC	\$23,500.00	Yes	Yes	\$23,500.00	\$23,970.00
Whitewater Construction N. Charleston, SC	\$23,998.00	Yes	Yes	\$23,998.00	\$24,477.96
Treat & Woodman Summerville, SC	\$25,000.00	Yes	Yes	\$25,000.00	\$25,500.00
Ascent Construction, Inc. Murrells Inlet, SC	\$26,900.00	Yes	Yes	\$26,900.00	\$27,438.00
TLI Construction Services Conway, SC	\$27,385.00	Yes	Yes	\$27,385.00	\$27,932.70

Notes:

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

Savannah Grove Park
 Construction of (2) Picnic Shelters
 Invitation-to-Bid #12-10/11

Bid Opening Date:
 Time:
 Advertised Date:
 Invitations to Bids Distributed:
 Bid Expiration Date:

1/4/2011
 2:00 AM
 MN-12/19/10 SCBO-12/16/10
 16
 2/4/2011

Name of Bidder	Base Bid	Bid Security	Meets Bid Requirements	Total Bid	Total Non-Local (+2%)
Carolina Construction Cheraw, SC	\$36,700.00	Yes	Yes	\$36,700.00	\$37,434.00
MB Construction Services Manning, SC	\$37,000.00	Yes	Yes	\$37,000.00	\$37,740.00
FBI Construction Co. Florence, SC	\$61,900.00	Yes	Yes	\$61,900.00	

Notes:

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



F W ARCHITECTS, INC. AIA
ARCHITECTURE - PLANNING - INTERIORS

January 4, 2011

Mrs. Mazie Abraham
Florence County Purchasing Department
180 North Irby Street
Florence SC 29501

Re: Two Picnic Shelters for Savannah Grove Park

Dear Mazie:

As you are aware, bids were taken on the above referenced project on January 4, 2011. We had 9 contractors submit responsive bids on the project. The apparent low bidder was Carraway Construction from Sumter, South Carolina at \$21,500.00.

This office has worked with Carraway Construction in the past and has no problems with his work. It is my understanding that Carraway Construction has also worked with Florence County in the past on the Lynches River Boardwalk. It is my recommendation that we issue a Notice of Intent to Award to Carraway Construction and begin execution of the Contract for Construction per the County's procurement requirements.

Should you have any questions, please do not hesitate to contact our office.

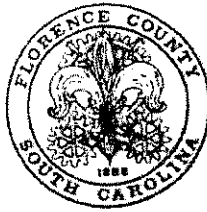
Thank you kindly,

Hal E. Fuller, AIA, NCARB
Vice President
FWARCHITECTS, INC., AIA

HEF/rjc

CC: Joe Eason

1550 WEST EVANS STREET FLORENCE, SOUTH CAROLINA 29501
PHONE: (843) 662-9961
FAX: (843) 665-5065



FLORENCE COUNTY

Recreation

Memorandum

To: Mazie Abraham, Interim Director of Procurement

From: Joe Eason, Parks and Recreation Director

Date: 01/07/11

Re: Award of Bid #12-10/11

I have reviewed the bids for the construction of two (2) picnic shelters at Savannah Grove Community Park and recommend award of bid to Carraway Construction of Sumter, SC. The vendor is recommended by FW Architects and has completed similar work for our Department in the past. Your assistance in processing this information for Council on behalf of our Department is greatly appreciated.

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of seven (7) vehicles, two (2) ambulances, one (1) loader and one (1) mower as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

1. Attached listing of vehicles is recommended to be declared surplus by the using department.
2. The vehicles have little value or are obsolete to the using department.
3. Disposal will not impact on-going operations.
4. Florence County Code requires County Council approval for disposal of surplus property.
5. The vehicles have been offered to all county fire departments, rescue squads, municipalities, and school districts.
6. Disposal by internet auction is efficient and requires significantly less staff time/coordination than other public offer methods.

FUNDING FACTORS:

\$0=Cost of disposal by internet auction via GovDeals is 7% of highest winning bid paid.

OPTIONS:

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

ATTACHMENTS:

List of vehicles.

<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	<u>COMMENTS</u>	<u>VIN #S</u>	<u>DEPT</u>
V0773	FORD	CROWN VIC	2004	114,498	GOOD CONDITION,	2FAFP71W85X106339	FCSO
V0980	CHEVY	IMPALA	2006	169,299	Transmission bad	2G1WS551169379021	FCSO
V0989	FORD	CROWN VIC	2006	131,084	GOOD CONDITION	2FAFP71W56X163521	FCSO
V0992	FORD	CROWN VIC	2006	140,762	GOOD CONDITION	2FAFP71W06X163507	FCSO
V0993	FORD	CROWN VIC	2006	142,223	GOOD CONDITION	2FAFP71W16X163533	FCSO
V0997	FORD	CROWN VIC	2006	142,928	GOOD CONDITION	2FAFP71W86X163528	FCSO
V1106	FORD	F-250 EXT CAB	1999	139,034	GOOD CONDITION TAX OFFICE USE	1FTRX27WXXNB01374	IT
V2123	FORD	F-350 AMBULANCE	2002	122,498	ENG. & TRANS GOOD	1FDWF36F62EB44854	EMS
V2124	FORD	F-350 AMBULANCE	2005	93,970	ENG & TRANS GOOD	1FDWF36P15EB57492	EMS
V8032	VOLVO	L-70 LOADER	1991	2760	HRS BODY RUST GOOD CONDITION	L-70V60964	Public Works
	JOHN DEERE	316 MOWER RIDING	UK		BAD ENG AND 46" DECK	MOO316X365752	Facilities Mgt

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize The Continued Procurement Of Kitchen Supply Chemicals For The Florence County Sheriff Office From Obco Chemical Company, Inc. As a Sole Source Provider To Be Paid From Previously Approved Departmental Funds.

POINTS TO CONSIDER:

1. The Florence County Sheriff Office (FCSO) currently utilizes Obco Chemical Company, Inc. for kitchen supply chemicals for the dishwasher and kitchen sink areas in the detention center.
2. Obco Chemical Company, Inc. provides the chemical dispensers for the dishwasher and kitchen sink, as well as repairs and maintenance to the equipment, at no charge.
3. Obco Chemical Company ensures the County is in compliance with South Carolina Department of Health and Environmental Control applicable regulations pertaining to sanitation in the food preparation area.
4. Florence County will execute a contract with Obco Chemical Company, Inc. for a period of five years. The contract can be renewed at the end of the five years at Council's discretion.
5. The historic annual value of the contract is \$35,000 but varies based on inmate population. The contract is subject to available funding in the FCSO budget.

FUNDING FACTORS:

The average total historical value of kitchen supply chemicals for FCSO is \$35,000 to be funded from previously approved departmental funds.

OPTIONS:

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

ATTACHMENTS:

Letter of Recommendation from Florence County Sheriff.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

December 8, 2010

Richard Starks
County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Starks:

It is my recommendation that County Council execute a contract with OBCO Chemical Company, Inc. for continued procurement of kitchen supply chemicals and required maintenance of dispensers, and/or equipment. Funds are budgeted annually within the Detention Center's supply line item. All maintenance and repair cost will be provided at no cost to the Florence County Detention Center. Furthermore, they will also ensure compliance with SCDHEC applicable regulations pertaining to sanitation in the food preparation area, EPA Standards and USDA regulations pertaining to chemicals, and provide required MSDS materials.

The Procurement Department has verified our request and will handle the contractual agreement for execution.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "William K. Boone".

William K. Boone
Florence County Sheriff

WKB:bc

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

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Reports to Council

DEPARTMENT: Tax Assessor & GIS Department
Procurement Department

ISSUE UNDER CONSIDERATION:

Authorize The County Administrator To Execute A Contract With Kucera International, Inc. For Ortho Re-flight Of The County As Part Of A Consortium Of Counties In South Carolina At A Cost Of \$26,500 To Be Funded From 311-451-423.

POINTS TO CONSIDER:

- 1) By partnering with other counties throughout South Carolina, the cost of the aerial flight is significantly less than if Florence County procured these services as a single entity.
- 2) State law requires re-flight of aerial photography for the entire County every ten years and Kucera International, Inc. will meet state required resolution specifications.
- 3) As part of the project, the South Carolina Geodetic Survey Department will provide required ground control for this project at no cost to the County.
- 4) The GIS Manager and Assessor recommend the contract be executed with Kucera International, Inc.

FUNDING FACTORS:

\$26,500 = Total cost for ortho re-flights for the County to be funded from 311-451-423.

OPTIONS:

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

ATTACHMENTS:

- 1) Letter from South Carolina Geodetic Survey dated December 16, 2010.
- 2) Quote from Kucera International, Inc. dated January 6, 2011.
- 3) Letter of Recommendation from GIS Manager and Assessor.

MARK SANFORD, CHAIRMAN
GOVERNOR
CONVERSE A. CHEELIS, III, CPA
STATE TREASURER
RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



SC BUDGET AND CONTROL BOARD

OFFICE OF RESEARCH AND STATISTICS
ROBBY M. BOWERS
DIRECTOR

803-734-3793
WWW.OIRS.STATE.SC.GOV

December 16, 2010

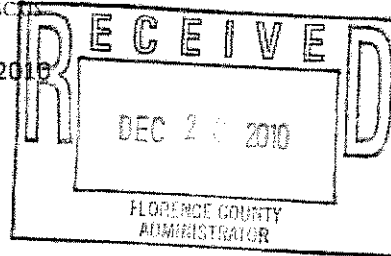
ASD
FWD
Proud
C/S

HUGH R. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE
COMMITTEE

DANIEL T. COOPER
CHAIRMAN, HOUSE WAYS AND MEANS
COMMITTEE

FRANK W. FISCO
EXECUTIVE DIRECTOR

Florence County Administrator
Richard Starks
180 N Irby Street, MSC-G
Florence, SC 29501



Dear County Administrator:

I recently had the pleasure of speaking with Crystine Rathburn concerning the Greenville County mapping project. Ms. Rathburn expressed interest in the potential for your county to participate with other counties in the Upstate region in order to take advantage of a mapping project scheduled to be flown in February 2011. By joining forces with the other counties, your county can take advantage of a considerable price break. The cost per county is in the range of \$20,000 to \$25,000. The exact price would be based on the size of the county and any enhanced features you may desire. The final map product will have 1-foot resolution and 3.3-foot spatial accuracy. An added advantage, as Chief of the South Carolina Geodetic Survey (SCGS), I have the authority to waive the Department of Revenue specifications (<http://www.scstatehouse.gov/coderegs/C117.htm#117-1740.2> for 1"=100' scale mapping. I have checked with DOR and have confirmed that they will accept my waiver. Therefore this imagery can be used to extend your next flight until 2020!

The mapping product is derived from an almost fully automated aerial mapping system saving considerable labor costs. All phases of the project will be accomplished within the United States. SCGS will provide all the required ground control for this project. Your County will need to provide the Digital Elevation Model from your previous mapping project. The final editing will be limited to edge-matching within the 3.3 foot accuracy requirement and color balancing. A reduced effort will be devoted to the correction of elevated objects and building lean. SCGS will provide a complete Quality Review to insure that edge-matching, color balance and accuracy are within the specifications.

Greenville County has used this product twice for supplementing their base imagery. We have reviewed their product and are satisfied it will meet your requirements for assessment purposes. You may examine the Greenville County imagery on their GIS Website (<http://www.gcgis.org/webmappub/>).

For your County to take advantage of this opportunity, I will need confirmation of your interest by mid-January.

I look forward to working with your county in the future.

Lewis A. Lapine
Chief, SCGS

THE SOUTH CAROLINA GEODETIC SURVEY • LEWIS A LAPINE, PH.D. • (803) 896-7700
5 GEOLOGY ROAD • COLUMBIA, SOUTH CAROLINA 29212

KUCERA INTERNATIONAL INC.

PHOTOGRAMMETRISTS • GEOMATIC PROFESSIONALS • ENGINEERS

Corporate Headquarters

January 6, 2011

Florence County
180 N. Irby St.
Florence, SC 29501

Attn: Jack Newsom, County Assessor

Re: 2011 Aerial Ortho-Express Service for Florence County

Dear Mr. Newsom:

Following up on your recent communications with Ralph Mangus of our staff, Kucera International Inc. is presenting you with the following proposal for 2011 countywide digital aerial photography and color digital orthophoto mapping covering Florence County, performed using Kucera's Ortho-Express service.

For the Ortho-Express service Kucera will capture digital aerial photography of the County in February or early March 2011 before leaf emergence and when weather (clear skies), ground (no smoke, snow, fog, flooding) and sun height (30 degrees or higher) conditions are acceptable. The photography will be captured in 4-band digital form using Kucera's Leica ADS40 pushbroom line sensor/continuous strip imaging digital aerial camera systems. The flying height for the image capture will be approximately 10000' above ground, yielding a digital color image capture resolution of 1'. The imagery will be georeferenced using airborne GPS/IMU in-flight control survey data and ground based control provided/established by the SC Geodetic Survey. The horizontal project datum will be NAD83/2001 SC State Plane. The georeferenced imagery will be batch-orthorectified to the County's existing digital elevation/terrain model (DEM/DTM) data or to a newly generated or acquired DEM. The orthorectified imagery will be automatically mosaiced/tone and color balanced and output in 10000' x 10000' state plane coordinate grid defined tiles. The tiles will be subject to a general manual review and edit/correction of any major anomalies before being delivered to the County.

The Ortho-Express tiled orthophotography will be delivered in 24-bit color form in georeferenced TIFF (TIF/TFW) format. The orthophotography will represent ground-based features to a horizontal accuracy of within 3.3' and will be QC checked by SCGS for positional accuracy, edge-match, and general color balance. The orthophotography will be delivered by May 30, 2011.

Corporate Headquarters
38133 Western Parkway
Willoughby, OH 44094-7589
(440) 975-4230
Fax (440) 975-4238
map@kucerainternational.com

Henderson Aerial Surveys
3889 Grove City Road
Grove City, OH 43123-9193
(614) 539-3925
Fax (614) 539-3928
map@hendersonaerial.com

Keddal Aerial Mapping
1121 Boyce Road, Suite 3100
Pittsburgh, PA 15241-3955
(724) 942-2881
Fax (724) 942-2885
map@keddalairial.com

Kucera South
110 W. Reynolds Street
Suite 202
Plant City, FL 33563-3379
(813) 754-9247
Fax (813) 754-9830
l.towles@kucerasouth.com

Kucera Southeast
41 Andover Place
Bluffton, SC 29909
(843) 705-2592
Cell (843) 540-2157
r.mangus@kucerainternational.com

Kucera West
18921 G East Valley View Parkway
PMB 296
Independence, MO 64055
(816) 516-0493
(866) 336-2908
l.connelly@kucerainternational.com

YOUR WINDOW TO THE WORLD



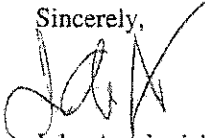
As an alternative to delivery at a 1' resolution, Kucera can deliver the orthophotography at a pan-sharpened 0.75' resolution. Other optional image products include SID compressed orthophotography and duplicate color infrared orthophotography.

Kucera's fees for the services described are as follows:

1. Countywide Ortho-Express color orthophotography at 1' resolution..... \$ 24,000
2. Alternative pan-sharpened 0.75' resolution color orthophotography (added cost).... \$ 2,500
3. Optional SID-compressed ortho imagery..... \$ 1,000
4. Optional duplicate color infrared ortho imagery..... \$ 1,500

Kucera has successfully performed multiple Ortho-Express aerial surveys for Greenville County, South Carolina and numerous other counties. The Ortho-Express orthophotography, while not being a "complete standard" product, has been demonstrated to readily support assessment and other applications and is accepted by the State for assessment purposes. An example of the Greenville County Ortho-Express orthophotography can be viewed at <http://www.gcgis.org/webmappub/> and additional information can be obtained from Greenville County GIS Division Manager Rich Hanning at 864-467-7320, RHanning@greenvillecounty.org.

Kucera appreciates your consideration of the Ortho-Express service for Florence County and looks forward serving the County. As your authorization to proceed with this service, you can sign and return one copy of this proposal letter or provide a purchase order or contract agreement. Please contact Kucera's South Carolina representative Ralph Mangus at 843-540-2157, r.mangus@kucerainternational.com or me for additional information as needed.

Sincerely,


John Antalovich Jr., PE, SC PS
President

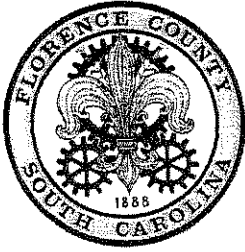
JA:dm

Authorization to Proceed:

Date:

Item Nos: _____

Authorized County Representative



FLORENCE COUNTY GIS
518 South Irby Street
Florence, SC 29501
(843) 678-3597

TO: Suzanne S. King, Administrative Services Director

FROM: Crystine M. Rathburn, GIS Manager

DATE: January 7, 2011

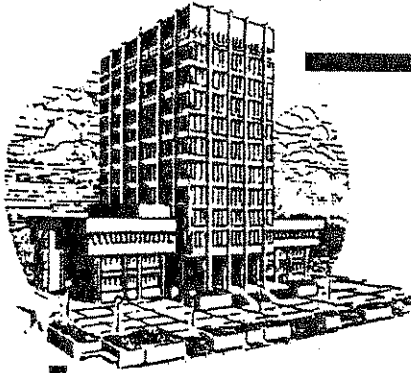
SUBJECT: Aerial Ortho-photography Flight

I would like to recommend Kucera International, Incorporated for an Aerial Ortho-Photography reflight for Florence County. Kucera provided the excellent quality aerial ortho-photography that has been in use in Florence County since 2003. The aerial data is fully serviceable within all Geographic Information Systems (GIS) applications.

The proposed 2011 South Carolina aerial ortho photography map project by Kucera is endorsed by the State Geodetic Survey Chief, Dr. Lewis Lapine. Dr. Lapine has stated that the flight deliverables will meet requirements for assessment purposes. Furthermore, the state Geodetic Survey office will document an approved waiver of Department of Revenue specifications when taking advantage of this high quality, multi-county mapping project by Kucera.

Should you have any questions or need additional information please contact me at 843-678-3598.

cmr



Florence County Assessor's Office
State of South Carolina

City-County Complex
180 North Irby Street, MSC-A
Florence, South Carolina 29501-3456
843-665-3056
843-394-2186
FAX 843-676-1100

JACK NEWSOME
ASSESSOR

TO: Richard A. Starks
Florence County Administrator

January 7, 2011

RE: 2011 Aerial Ortho Reflight

Mr. Starks,

South Carolina Code of Regulations Article 37, section 117-1740.2 requires reflights of aerial photography for the entire county every ten years. Our last flight was in 2003. This section also establishes the specifications that must be met by the reflight.

We have an opportunity to join forces with some upstate counties and take advantage of a considerable price break in the cost of this reflight. The specifications offered have been approved by the Department of Revenue. I have reviewed the imagery on the Greenville County GIS Website and find it to be superior to what we presently have.

I am requesting that we opt for the pan-sharpened .75" resolution color orthophotography. This option would bring our cost to \$26,500. The orthophotography would be delivered by May 30, 2011.

Please notify if any additional information is needed.

Jack Newsome
Florence County Assessor

Florence County Council Meeting
January 20, 2011

AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Declare One (1) Vehicle (VS101 a 2006 Dodge Charger) As Surplus; Authorize The Sale Of The Vehicle To The Town of Timmonsville In The Amount Of \$1,000; And Approve The Funding From Council District 4 Infrastructure Allocation For The Purchase Of The Vehicle.

FUNDING SOURCE:

XXX Infrastructure

_____ Road System Maintenance Fee

_____ Utility

Signed: 
Requested by Councilman Mitchell Kirby

Date: _____

ATTACHMENTS:

Copy of the Surplus Property Request form for the Vehicle.

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY SURPLUS PROPERTY REQUEST

IDENTIFICATION OF VEHICLE OR MOTORIZED PROPERTY ON SURPLUS LIST BEING REQUESTED:

Property Identification Number: 2B3KA43H36H528264

Year: 2006

Make: DODGE, Charger

Model: Charger

Mileage: 111,653

Signature

Mark Fortin
Town of Timmonsville

Dec 20, 2010

Date

Florence County Council Meeting
January 20, 2011

AGENDA ITEM: Other Business
Infrastructure Project
Council District 4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of An Amount Up To \$4,500.00 From Council District 4 Infrastructure Funding Allocation To Assist The Town Of Timmonsville With Renovations To The Town Hall.

FUNDING SOURCE:

XXX Infrastructure

_____ Road System Maintenance Fee

_____ Utility

Signed: verbally approved – signature pending
Requested by Councilman Mitchell Kirby

Date: _____

ATTACHMENTS:

1. Copy of the Request from Town Administrator Mark Fountain.
2. Copy of Deed to Town Hall building.

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council



TOWN OF TIMMONSVILLE

DARRICK JACKSON
MAYOR
CLARENCE JOE
MAYOR PRO TEMPORE

COUNCIL MEMBERS
MARVIN BURNO
JOSEPH GRAHAM
WILLIAM JAMES, JR.
JAMES FIGATE
JOHNNY WRIGHT, III

J. MARK FOUNTAIN
ADMINISTRATOR

DORA S. LEE
CLERK/TREASURER

MICHAEL MARTIN
CHIEF OF POLICE

MALCOLM A. SIMON
FIRE CHIEF/
PUBLIC WORKS DIRECTOR

WILHELMENA WASHINGTON
CLERK OF COURT

December 21, 2010

Councilman Mitchell Kirby

Florence County Council

Dear Councilman Kirby:

The Town of Timmons ville moved into a new building about eight months ago that houses the police department, the water department and the administrative offices. This building has only one restroom downstairs. We are in desperate need of additional restroom facilities upstairs. We are requesting funds in the amount of \$4500.00 to make these upgrades to town hall. The town is very appreciative of all your help regarding this matter.

With Kind regards,

Mark Fountain

Town Administrator

POST OFFICE BOX 447
TIMMONSVILLE, SOUTH CAROLINA 29161

(843) 346-7942

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
2007 DEC 18 AM 10:29

LIMITED WARRANTY
DEED OF REAL PROPERTY

CONNIE DEEL-SHEARIN
CCCP & GS

THIS DEED, executed as of the 17th day of December, 2007, by FIRST CITIZENS BANK AND TRUST COMPANY, INC., FORMERLY KNOWN AS FIRST CITIZENS BANK AND TRUST COMPANY OF SOUTH CAROLINA (hereinafter referred to as "Grantor") to the TOWN OF TIMMONSVILLE (hereinafter referred to as "Grantee"), whose mailing address is Post Office Box 447, Timmons ville, South Carolina 29161.

WITNESSETH:

FEES EXEMPT
SEE AFFIDAVIT

As a gift to the Grantor, without consideration, Grantor has granted, bargained, sold and released, and by this Deed grants, bargains, sells and releases, subject to the easements, restrictions, covenants, reservations and conditions referenced below, to Grantee, its successors and assigns, the real property described in Exhibit A attached hereto and made a part hereof.

TMS # 70012-05-1, 4, 5, 10, 15, 16 and 18

THIS being a portion of the property conveyed to Grantor by deed of RBC Centura Bank, successor by merger to Pee Dee State Bank, dated October 25, 2002, and recorded in Deed Book A710 at Page 1659.

THIS conveyance is made subject to all covenants, restrictions, easements, rights-of-way, and other matters of record, and such matters as would be shown by a current plat and an inspection, affecting the within-described property. This conveyance also is subject to all matters shown on the plat referenced in Exhibit A, including without limitation the alleyway shown thereon.

THE PROPERTY conveyed herein is given to Grantee as a gift in "AS IS" condition, and all representations and warranties, express or implied, as to the condition of the property or any improvements thereon or their suitability for any particular purpose are disclaimed by Grantor.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

TO HAVE AND TO HOLD all and singular said property unto Grantee, its successors and assigns forever.

SUBJECT TO the easements, restrictions, covenants, reservations and conditions referenced above, Grantor covenants to warrant and forever defend all and singular said property unto Grantee, its successors and assigns, from and against Grantor, its successors and assigns, but no further.

THIS PROPERTY DESIGNATED AS
MAP 70012 BLK 05 PARCEL 001, 004, 005
ON FLORENCE COUNTY TAX MAPS 010, 015, 016, 018

SPLIT FROM _____
FLORENCE COUNTY TAX ASSESSOR

1749

Columbia: 982961 v.1

IN WITNESS WHEREOF, Grantor has caused this Deed of Real Property to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Katrina Bailey
Bonnie Horne

FIRST CITIZENS BANK AND TRUST COMPANY, INC.

By: Michael Parker (SEAL)
Its Senior VICE PRESIDENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that First Citizens Bank and Trust Company, Inc., by F. MICHAEL PARKER, its SVP, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn to and subscribed before me this 17th day of December, 2007.

D. Seibert (L.S.)
Notary Public, State of South Carolina

My Commission Expires: My Commission Expires June 27, 2016

EXHIBIT "A"

All that certain piece, parcel or lot of land, with improvements, situate, lying and being at the western corner of the intersection of West Main Street and Warren Street in the Town of Timmonsville in Florence County, South Carolina, containing 1.21 ACRES / 52,751 SQ. FT. and being shown on a plat prepared for FIRST-CITIZENS BANK AND TRUST COMPANY OF SOUTH CAROLINA by Cox and Dinkins, Inc., dated October 30, 2002, and recorded in the Office of the Register of Deeds for Florence County in PLAT BOOK 80 AT PAGE 907. The property has the following metes, bounds, courses, and distances: Beginning on the western side of the intersection of the rights-of-way of West Main Street and Warren Street at the easternmost point of the property shown as an "X" on conc. (n) and running along the right-of-way of West Main Street S59°55'00"W for a distance of 201.34 feet to an "X" on conc. (n); thence turning and running N28°15'15"W for a distance of 87.04 feet to a point; thence turning and running N00°27'19"E for a distance of 40.00 feet to a point; thence turning and running N29°18'28"W for a distance of 3.00 feet to a point; thence turning and running N60°50'59"E for a distance of 14.61 feet to a point; thence turning and running N29°44'31"W for a distance of 18.81 feet to a point; thence turning and running N58°49'15"E for a distance of 6.49 feet to a point; thence turning and running N29°40'17"W for a distance of 23.74 feet to a 5/8" Rod (o); thence continuing N29°40'17"W for a distance of 24.27 feet to a 5/8" Rod (o); thence continuing N29°50'06"W for a distance of 24.70 feet to a 1/4" Pipe (o); thence turning and running S80°26'47"W for a distance of 13.53 feet to a point; thence turning and running N30°14'29"W for a distance of 18.00 feet to a point; thence turning and running S00°25'47"W for a distance of 87.59 feet to a 5/8" Rebar (o); thence turning and running along the right-of-way of Orange Street N30°14'29"W for a distance of 71.30 feet to a Nail (o); thence turning and running N59°37'44"E for a distance of 91.00 feet to a point; thence turning and running N30°21'34"W for a distance of 16.60 feet to a 1/2" Rebar (n); thence turning and running N59°39'27"E for a distance of 146.32 feet to a 1/4" Pipe (o); thence turning and running along the right-of-way of Warren Street S30°18'41"E for a distance of 288.95 feet to the point of beginning. The property is bounded on the **NORTHEAST** by the 50' right-of-way of Warren Street; **SOUTHEAST** by the right-of-way of West Main Street; **SOUTHWEST** by property now or formerly of Virginia M. Yarbrough; **NORTHWEST**, **SOUTHWEST** again, **NORTHWEST** again, and **SOUTHWEST** again by property now or formerly of Harry D. McMillan; **NORTHWEST** again and **SOUTHWEST** again by property now or formerly of Naomi S. Atkinson; **SOUTHWEST** again and **SOUTHEAST** again by property now or formerly of Fred L. Anderson; **SOUTHWEST** again and **SOUTHEAST** again by an 16' Alleyway; **SOUTHWEST** again by the 40' right-of-way of Orange Street; **NORTHWEST** again and **SOUTHWEST** again by property now or formerly of Laura A. Adkins; and **NORTHWEST** again by property now or formerly of Anderson Hayward and Ruth Ann Hayward. All as shown on the plat, be all measurements a little more or less.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by First Citizens Bank and Trust Company, Inc. to the Town of Timmonsville on December 17th, 2007.
3. Check one of the following: The DEED is
 - (a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) EXEMPT from the deed recording fee because it is a gift without consideration and because it is a conveyance to a government entity.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) ___ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$ _____ the amount listed in item 4 above.
 - (b) \$ _____ the amount listed in item 5 above (if no amount, place zero).
 - (c) \$ _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantors.
8. Check if Property other than Real Property is being transferred on this Deed.
 - (a) ___ Mobile Home
 - (b) ___ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the deed of Distribution for the Personal Rep. in the Estate of _____, deceased and that the grantee(s) therein are correct and conform to the estate file for the above name decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

First Citizens Bank and Trust Company, Inc
Grantee, Grantor or Legal Representative connected
with this transaction

Print or Type Name Here
F. Michael Parker
F. Michael Parker
Senior Vice President

Sworn to before me this 17th
day of December, 2007.

[Signature]
Notary Public for Richland County, SC
My Commission Expires: _____

My Commission Expires June 27, 2012

My Commission Expires June 27, 2012

Columbia: 982961 v.1

1752

Florence County Council Meeting
January 20, 2011

AGENDA ITEM: Other Business
Infrastructure/Utility Project

DEPARTMENT: County Council/Sheriff

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of A Total Amount Not To Exceed \$20,100.00 From Council Districts' Infrastructure/Utility Funding Allocations As Indicated Below (Approximately \$2,233.33 From Each District) To Assist The Florence County Sheriff's Office With The Purchase Of A Smart VMS HT Variable Message Display/Trailer To Be Used To Advise The Public Regarding Road Conditions, Amber Alerts, Etc.

FUNDING SOURCE:

<u>XXX</u> Infrastructure	<u> </u> Road System Maintenance	<u>XXX</u> Utility
Requested by Councilmember: K. G. Rusty Smith, Jr., District 1		
Amount: \$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Signed: <u> </u>	<u> </u>	<u> </u>
K. G. Rusty Smith, Jr.	Ken Ard	Alphonso Bradley
Amount: \$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Signed: <u> </u>	<u> </u>	<u> </u>
Mitchell Kirby	Johnnie D. Rodgers, Jr.	Russell W. Culberson
Amount: \$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Signed: <u> </u>	<u> </u>	<u> </u>
Waymon Mumford	James T. Schofield	H. Morris Anderson

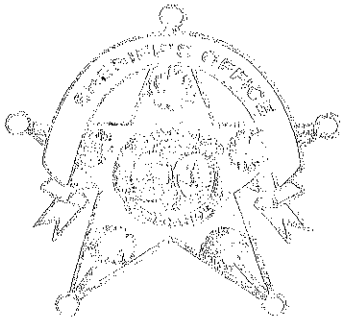
Date:

ATTACHMENTS:

Letter from Sheriff Boone

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

December 10, 2010

Richard Starks
County Administrator
180 North Irby Street
Florence, South Carolina 29501

RE: Smart Variable Message Sign
HT-LED Display Panel

Dear Mr. Starks:

As per our conversation yesterday with Chairman Rusty Smith, I would like to ask that you coordinate with Council concerning potential funding for a Smart VMS HT variable message display/trailer in an amount not to exceed \$20,100.

The Smart Variable Message sign is designed to be trailered for rapid deployment and can be remotely programmed via internet as conditions warrant. In addition, the sign operates with a solar assisted recharge for extended operation.

Such a variable message sign will be used to advise the public regarding road conditions, amber alerts, traffic safety checkpoints and any other event or incident requiring immediate notification to the public.

Your assistance in this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, which appears to read "William K. Boone".

William K. Boone
Florence County Sheriff

WKB:bc

CC: Chairman Rusty Smith

FLORENCE COUNTY COUNCIL MEETING
January 20, 2011

AGENDA ITEM: Other Business
Council District #7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$46,851.00 from Council District #7 funding allocations to pay for 6" reclamation 40 Lb concrete Sy and 1 ½ resurfacing of Trinidad Court.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Dept.

FUNDING SOURCE:

Infrastructure
 Road System Maintenance
 Utility

SIGNED: 
Requested by Councilmember: Rev. Waymon Mumford

Date: 1/29/11

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Other Business
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval Of The Expenditure Of Up To \$8,625.00 From Council District 3 Utility Funding Allocation To Pay For Crushed Asphalt For The County Maintained Portion Of W. Louise Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by the Finance Department.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
XXX Utility

SIGNED: verbally approved – signature pending
Requested by Councilmember: Alphonso Bradley

Date: _____

ATTACHMENTS:

I, Connie Y. Haselden, Clerk to County Council, certify this item was approved by the Florence County Council at the above-referenced meeting, at which a majority of members were present.

Connie Y. Haselden, Clerk to Council

FLORENCE COUNTY COUNCIL MEETING

January 20, 2011

AGENDA ITEM: Inactive Agenda
Ordinance No. 13-2010/11

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

At Its Regular Meeting Of December 9, 2010 The Following Ordinance Was Moved To The Inactive Agenda:

Ordinance No. 13-2010/11: [An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.]

ATTACHMENTS:

Copies of the information provided in the December 9, 2010 agenda package.

FLORENCE COUNTY COUNCIL MEETING

November 18, 2010

AGENDA ITEM: Ordinance No. 13-2010/11 – Request Move Item To Inactive Agenda

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Move Ordinance No. 13-2010/11 to Inactive Agenda.
2. Provide an Alternate Directive.

ATTACHMENTS:

Ordinance No. 13-2010/11 Title.

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

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

ORDINANCE NO. 13-2010/11

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Amend The Agreement For Development Of A Multi-County Industrial And Business Park Dated As Of February 6, 2006, By And Between Florence County And Williamsburg County, South Carolina, Providing For The Development Of A Jointly Owned And Operated Industrial/Business Park So As To Include Additional Property In Florence County As Part Of The Joint County Industrial/Business Park, And Other Matters Relating Thereto.)