

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

Roger M. Poston
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Johnnie D. Rodgers, Jr.
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

H. Morris Anderson
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
CITY-COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, APRIL 19, 2012
9:00 A. M.

I. **CALL TO ORDER:** K. G. RUSTY SMITH, JR., CHAIRMAN

II. **INVOCATION:** H. MORRIS ANDERSON, SECRETARY/CHAPLAIN

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

IV. **WELCOME:** K. G. RUSTY SMITH, JR., CHAIRMAN

V. **MINUTES:**

A. **MINUTES OF THE MARCH 15, 2012 REGULAR MEETING** [1]
Council Is Requested To Approve The Minutes Of The March 15, 2012
Regular Meeting Of County Council.

B. **MINUTES OF THE MARCH 22, 2012 COUNCIL RETREAT** [12]
Council Is Requested To Approve The Minutes Of The March 22, 2012
Council Retreat.

VI. PUBLIC HEARINGS:

[90]

Council will hold Public Hearing on the following:

A. ORDINANCE NO. 21-2011/12

An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And To Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.

B. ORDINANCE NO. 22-2011/12

An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P., And Med3000, Inc. And Matters Relating Thereto.

C. ORDINANCE NO. 23-2011/12

An Ordinance Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, Dated September 19, 2002, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

VII. APPEARANCES:

There Were No Appearances Scheduled At The Time Of Publication Of The Agenda.

VIII. COMMITTEE REPORTS:

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

Administration & Finance

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

November 17, 2011

November 17, 2011

March 22, 2012

Howe Springs Fire District GO Bond Issue

Voter Registration/Elections Personnel Matter

Capital Project Sales Tax (CPST)

Public Services & County Planning
(Council members James T. Schofield/Chair, Mitchell Kirby, and Roger M. Poston)

Museum

Justice & Public Safety
(Council members Waymon Mumford/Chair, Johnnie D. Rodgers, Jr. and Alphonso Bradley)

Litter

Education, Recreation, Health & Welfare
(Council members H. Morris Anderson/Chair, Johnnie D. Rodgers, Jr., and Alphonso 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.)

Ad Hoc City-County Conference Committee
(Council members Alphonso Bradley/Co-Chair, Waymon Mumford, and James Schofield.)

Ad Hoc Search Committee
(Council members Waymon Mumford/Chair, Mitchell Kirby, Russell W. Culberson, Johnnie D. Rodgers, Jr., H. Morris Anderson, Alphonso Bradley, James T. Schofield, Roger M. Poston.)

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION OF RECOGNITION

[91]

A Resolution Of Recognition For The 2012 Class A State Champions The Timmons ville High School Varsity Girls Basketball Team And Coaches.

B. PROCLAMATION: PEACE OFFICERS' MEMORIAL DAY

[93]

A Proclamation Recognizing May 15, 2012 As Peace Officers' Memorial Day.

C. PROCLAMATION: WEEK OF THE YOUNG CHILD **[101]**

A Proclamation Recognizing And Supporting The Efforts Of North Vista Elementary School As They Celebrate The Week Of April 22 – 28 As The *Week Of The Young Child 2012: Early Years Are Learning Years*.

D. RESOLUTION NO. 22-2011/12 **[103]**

A Resolution Designating April 2012 As Fair Housing Month In Florence County.

E. RESOLUTION NO. 23-2011/12 **[105]**

A Resolution Authorizing Approval Of A Support Agreement With The United States Department Of Veterans Affairs And The Florence County Sheriff's Office And Authorizing The County Administrator To Approve Said Agreement.

F. RESOLUTION NO. 24-2011/12 **[109]**

A Resolution To Approve Multi-Jurisdictional Agreements Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreements. (*Berkeley County and Kershaw County*)

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 18-2011/12 **[121]**

An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510 And Other Matters Related Thereto.
(*Planning Commission Approved 8 – 0.*)

2. ORDINANCE NO. 20-2011/12 **[149]**

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber [Naturally Advanced Technologies US Inc.], And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of *Ad Valorem* Taxes Incentive; To Provide For A Sponsor Affiliate; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

B. SECOND READING

1. **ORDINANCE NO. 21-2011/12** *(Public Hearing)* **[185]**
An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And To Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.
2. **ORDINANCE NO. 22-2011/12** *(Public Hearing)* **[191]**
An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P., And Med3000, Inc. And Matters Relating Thereto.
3. **ORDINANCE NO. 23-2011/12** *(Public Hearing)* **[220]**
An Ordinance Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, Dated September 19, 2002, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.
4. **ORDINANCE NO. 24-2011/12** *(Request Deferral of Second Reading)* **[224]**
Request Deferral of Second Reading And Referral To The Committee On Education, Recreation, Health & Welfare For Further Review And Recommendation of Ordinance No. 24-2011/12: An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

C. INTRODUCTION

1. **ORDINANCE NO. 25-2011/12** **[226]**
An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment "A" Located On East And West Marion Street, North And South Georgetown Highway, Stone Avenue, North And South Hampton Avenue, Training Circle, Stadium Road, Stuckey Street, Columbia Avenue, East, South And West Pine Street, North And South Railroad Avenue, Trailwood Street, Florence Avenue, East Broadway Street, Possum Fork Road, Jasmine Street, Maple Street, Elm Street, Huggins Eaddy Street, Sawmill Road, North Jackson Avenue And North Butler Avenue, Johnsonville As Shown Of Florence County Tax Map No. 00433, Block 05, Parcels 001, 012-014, 049, 064, 093, 101, 103, 111, 116,

123, 179, 180, 223, 224, 229, 259, 287; Florence County Tax Map No. 00440, Block 05, Parcels 025-031, 040, 055, 070-072, 080; Florence County Tax Map No. 50002, Block 02, Parcels 007-009 And Block 03, Parcels 007-010; Florence County Tax Map No. 50003, Block 04, Parcels 001-015, 017-028; Block 05, Parcels 001-004, And Block 06, Parcels 001-004, 006-009; Florence County Tax Map No. 50006, Block 01, Parcels 001-003, 011-015, 019; Block 03, Parcels 004, 005; Block 04, Parcels 001-003, 008-012; Block 05, Parcels 001-008, 010, 011; Block 06, Parcels 001-009; Block 07, Parcels 001-003; Block 08, Parcels 007-009; Block 09, Parcels 004, 005, 010, 011; Block 10, Parcels 005-008, 010; Block 11, Parcels 001, 008, 010-013 And Block 12, Parcels 004, 005, 009, 011; Florence County Tax Map No. 50007, Block 04, Parcels 001-004, 006-009 And Block 06, Parcels 002-005, 007; Consisting Of Approximately 207.04 Acres From R-3, Single-Family Residential District To R-3A, Single-Family Residential District; And Other Matters Related Thereto.
(Planning Commission **Approved 5 – 1.**) (Council District 2)

2. ORDINANCE NO. 26-2011/12 [245]

An Ordinance To Ratify FY12 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

3. ORDINANCE NO. 01-2012/13 [250]

An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2012 And Ending June 30, 2013; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

PEE DEE WORKFORCE INVESTMENT BOARD [262]

Council Is Requested To Re-Appoint The Following Individuals To Serve On The Pee Dee Workforce Investment Board, Representing Florence County, With Appropriate Expiration Terms: Robby Hill (Private Sector), Cindy Rogers (Department Of Employment And Workforce), Cindy Bryant (Private Sector), Carol Anderson (Vocational Rehabilitation), And Joyce Hill (Private Sector).

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS [264]

Monthly Financial Reports Were Provided To Council For Fiscal Year 2012 Through February 29, 2012 As An Item For The Record.

B. PROCUREMENT/SHERIFF'S OFFICE

DECLARATION OF SURPLUS PROPERTY

[270]

Declare Various Equipment And Office Furniture From The Florence County Sheriff's Office As Surplus Property For Disposal In The Manner Most Advantageous To The County.

C. SHERIFF'S OFFICE/GRANTS

UNITED STATES DEPARTMENT OF JUSTICE GRANT APPLICATION

[272]

Approve The Submission Of A Grant Application For The FY2012 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation In The Amount Of \$30,257 To Provide A Replacement Vehicle For The Florence County Sheriff's Office And Replacement Equipment For The Detention Center.

XIII. OTHER BUSINESS:

A. ROAD SYSTEM MAINTENANCE FEE (RSMF)

OLD SANSBURY ROAD

[275]

Approve The Expenditure Of Up To \$81,314 From Council District 4 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Old Sansbury Road.

B. UTILITY

1. BEN GAUSE ROAD

[276]

Approve The Expenditure Of Up To \$18,573 From Council District 5 Utility Funding Allocation For A Water Line Extension For Ben Gause Road.

2. BROOKS MCCALL PARK

[280]

Approve The Expenditure Of Up To \$7,500 From Council District 3 Utility Funding Allocation To Erect Area Lighting At Brooks McCall Park.

3. CYPRESS GLENN SUBDIVISION

[281]

Approve The Expenditure Of Up To \$165,800 From Council District 9 Utility Funding Allocation To Pay For The Resurfacing Of Roads Within Cypress Glenn Subdivision.

4. **LAVERNE ARD PARK** [282]

Approve The Expenditure Of Up To \$5,000 From Council District 2 Utility Funding Allocation For Facility Improvements At Laverne Ard Park.

5. **SAVANNAH GROVE COMMUNITY PARK** [283]

Approve The Expenditure Of Up To \$600 From Council District 3 Utility Funding Allocation For Asphalt To Repair Edges Of Basketball Court At Savannah Grove Community Park.

C. **INFRASTRUCTURE/UTILITY**

JOHNSONVILLE FIRE DISTRICT [284]

Approve The Expenditure Of Up To \$50,000 From Council Districts' Infrastructure/Utility Funding Allocations To Assist The Johnsonville Fire District With The Replacement Of An Outdated, Inoperable Tanker Truck.

XIV. **EXECUTIVE SESSION:**

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

- Personnel & Contractual Matters – Re: Senior Center

XV. **INACTIVE AGENDA:**

ORDINANCE NO. 02-2011/12

At the August 18, 2011 regular meeting of County Council, Chairman Smith deferred second reading of this item: An Ordinance To Rezone Property Owned By Katie Barnhill Cook Located At 2214 Alligator Road, Effingham, From R-3, Single-Family Residential District To R-4, Multi-Family Residential District Limited Shown On Florence County Tax Map No. 00126, Block 01, Parcel 401 Consisting Of 0.22 Acres.

*(Planning Commission **Denied 6 – 1.**) (Council District 5)*

XVI. **ADJOURN:**

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the March 15, 2012 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, MARCH 15, 2012 9:00 A.M., COUNCIL CHAMBERS
ROOM 803, CITY-COUNTY COMPLEX, 180 N. IRBY STREET,
FLORENCE, SOUTH CAROLINA**

PRESENT:

K. G. Rusty Smith, Jr., Chairman
Waymon Mumford, Vice-Chairman
H. Morris Anderson, Secretary-Chaplain
Mitchell Kirby, Council Member
Russell W. Culberson, Council Member
Johnnie D. Rodgers, Jr., Council Member
Alphonso Bradley, Council Member
James T. Schofield, Council Member
Roger M. Poston, Council Member
Thomas B. Robinson, County Administrator
D. Malloy McEachin, County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Dusty Owens, EMD Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Ray McBride, Library Director
John Sweeney, Morning News

A notice of the regular meeting of the Florence County Council appeared in the March 14, 2012 edition of the MORNING NEWS. Copies of the Meeting 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 all branch libraries, and on the County's website (www.florenceco.org).

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

Chairman Smith stated Florence County had one of the finest staffs in South Carolina and he wanted to recognize Emergency Management Department Director Dusty Owens, who was bestowed the South Carolina Emergency Management Director of the Year Award at the South Carolina Emergency Management conference in Spartanburg recently.

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council Approve The Minutes Of The February 16, 2012 Regular Meeting Of County Council. Councilman Rodgers seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

The Clerk published the titles and Chairman Smith opened Public Hearing for the following:

ORDINANCE NO. 18-2011/12

An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.

ORDINANCE NO. 20-2011/12

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

APPEARANCES:

PROCLAMATION PRESENTED TO FLORENCE COUNTY DSN

As an addition to the Agenda, Council presented *A Proclamation Proclaiming The Month Of March, 2012 As Disabilities Awareness Month In Florence County* to representatives of the Florence County Disabilities and Special Needs (DSN) Board. The Clerk published the Proclamation in its entirety. Councilman Mumford made a motion Council approve the Proclamation. Councilman Kirby seconded the motion, which was approved unanimously.

COMMITTEE REPORTS:

There were no Committee Reports.

RESOLUTIONS:

RESOLUTION NO. 21-2011/12

Chairman Smith published the title of Resolution No. 21-2011/12: A Resolution Authorizing Approval Of A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement. Councilman Anderson made a motion Council approve the Resolution as presented. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 19-2011/12 – THIRD READING

The Clerk published the title of Ordinance No. 19-2011/12: An Ordinance To Amend Florence County Code, Chapter 30. Zoning Ordinance, Section 30-111, Development Standards For Unzoned Areas Table I Existing Adjacent Uses And Section 30-111, Development Standards For Unzoned Areas, (6) Certain Uses And Industrial Projects, (c), Automotive Race And Testing Tracks; And Other Matters Related Thereto. Councilman Anderson made a motion Council approve third reading of the Ordinance. Councilman Mumford seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

There being no signatures on the sign-in sheets, the Chairman closed the Public Hearings.

ORDINANCE NO. 18-2011/12 – SECOND READING

The Clerk published the title of Ordinance No. 18-2011/12: An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510. Councilman Culberson made a motion Council approve second reading of the Ordinance. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCE NO. 20-2011/12 – SECOND READING

The Clerk published the title of Ordinance No. 20-2011/12: An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For a Sponsor Affiliate; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters. Councilman Mumford made a motion Council approve second reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 21-2011/12 – INTRODUCED

The Clerk published the title of Ordinance No. 21-2011/12 and the Chairman declared the Ordinance introduced: An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And To Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.

ORDINANCE NO. 22-2011/12 – INTRODUCED

The Clerk published the title of Ordinance No. 22-2011/12 and the Chairman declared the Ordinance introduced: An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P., And Med3000, Inc. And Matters Relating Thereto.

ORDINANCE NO. 23-2011/12 – INTRODUCED

The Clerk published the title of Ordinance No. 23-2011/12 and the Chairman declared the Ordinance introduced: An Ordinance Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, Dated September 19, 2002, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

ORDINANCE NO. 24-2011/12 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 24-2011/12 and the Chairman declared the Ordinance introduced by title only: An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

PEE DEE MENTAL HEALTH CENTER BOARD OF DIRECTORS

Council Unanimously Approved The Recommendation Of The Pee Dee Mental Health Center Board Of Directors For The Nomination Of C. Rudy Guajardo, III To Governor Nikki Haley For Appointment To Serve On The Board With Appropriate Expiration Term.

SENIOR CENTER COMMISSION

Council Unanimously Approved The Appointment Of Mrs. Bettie Huggins to the Senior Center Commission representing Council District 4, With Appropriate Expiration Term.

LIBRARY BOARD OF TRUSTEES

Council Unanimously Approved The Re-Appointment Of The Following Individuals To Serve On The Library Board Of Trustees, With Appropriate Expiration Terms: Dr. Sharon Askins – Council District 1, Janis Munnerlyn – District 6, Angela Lorenz – District 8, Yvette Pierce – District 3, and Charles Howle – District 9.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

Monthly Financial Reports Were Provided To Council For Fiscal Year 2012 Through January 31, 2012 As An Item For The Record.

MUSEUM/PROCUREMENT

AWARD A SOLE SOURCE CONTRACT

Councilman Schofield made a motion Council Authorize The Award Of A Sole Source Contract To Projectlink, LLC For The Multivista Documentation Software And Construction Photography Services To Provide Digital Documentation Of The Florence County Museum Construction Project In The Amount Of \$14,994 To Be Funded From Museum Construction Funds. Councilman Rodgers seconded the motion, which was approved unanimously. Councilman Schofield commented that this was a much needed purchase to answer any questions regarding construction of the building later, such as where pipes were installed.

PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Anderson made a motion Council Declare Five (5) Vehicles, One (1) Ambulance, One (1) Dump Truck, One (1) Ballfield Shaper, Ten (10) Ambulance Cots, And One (1) Truck As Surplus Property For Disposal Through Public Internet Auction Via GovDeals. Councilman Poston seconded the motion, which was approved unanimously.

PUBLIC WORKS/PROCUREMENT

AWARD OF BID #10-11/12

Councilman Rodgers made a motion Council Approve Award Of Bid #10-11/12 For One (1) Motorgrader To Blanchard Machinery Company, Florence, SC In The Amount Of \$221,189.40 To Be Funded From FY12 Departmental Funds. Councilman Culberson seconded the motion, which was approved unanimously.

RECREATION/PROCUREMENT

AWARD OF BID #09-11/12

Councilman Poston made a motion Council Approve Award Of Bid #09-11/12 For Turf Maintenance At Florence County Recreation Facilities To Firehouse Lawncare, Inc., Pamplico, SC In The Amount Of \$90,000 Annually To Be Funded From Budgeted Departmental Funds. Councilman Culberson seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE

CITY OF FLORENCE

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$20,473 From Council District 4 Infrastructure Funding Allocation To Assist The City Of Florence With A Water Line Extension 3,700 Feet Along Olanta Highway. Councilman Rodgers seconded the motion, which was approved unanimously.

SOUTH LYNCHES FIRE DISTRICT

Councilman Rodgers made a motion Council Approve The Expenditure Of Up To \$5,000 From Council Districts 1 And 5 Infrastructure Funding Allocations (\$2,500 From Each District) For The Installation Of The Access Doorway For The South Lynch Fire Department At The Lower Florence County Public Services Building. Councilman Kirby seconded the motion, which was approved unanimously.

SPAULDING HEIGHTS COMMUNITY PARK

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$750 From Council District 7 Infrastructure Funding Allocation To Enhance The Parking Area At Spaulding Heights Community Park. Councilman Bradley seconded the motion, which was approved unanimously.

ROAD SYSTEM MAINTENANCE FEE (RSMF)

HORACE MATTHEWS ROAD

Councilman Rodgers made a motion Council Approve The Expenditure Of Up To \$5,346 From Council District 5 RSMF Funding Allocation To Pay For Additional Crushed Asphalt To Be Put On Horace Matthews Road. Councilman Kirby seconded the motion, which was approved unanimously.

PEPPER TREE DRIVE

Councilman Culberson made a motion Council Approve The Expenditure Of Up To \$11,477 From Council District 6 RSMF Funding Allocation To Pay For MBC Stone To Be Put On Pepper Tree Drive. Councilman Rodgers seconded the motion, which was approved unanimously.

WATTS LANE

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$25,156 From Council District 4 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Watts Lane. Councilman Mumford seconded the motion, which was approved unanimously.

UTILITY

WILLIAMS MIDDLE SCHOOL

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$5,532 From Council District 3 Utility Funding Allocation For Repairs/Upgrades To The Outdoor Basketball Court At Williams Middle School. Councilman Anderson seconded the motion, which was approved unanimously.

INFRASTRUCTURE/ROAD SYSTEM MAINTENANCE FEE (RSMF)

E. BLACK CREEK ROAD

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$49,005 From Council District 7 Infrastructure/RSMF Funding Allocations To Pay For Crushed Asphalt For E. Black Creek Road. Councilman Kirby seconded the motion, which was approved unanimously.

INFRASTRUCTURE/UTILITY

PROSSER FIELD/JOHNSONVILLE ATHLETIC COMPLEX

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$6,600 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$734 From Each District) For The Repairs/Improvements To The Dugouts At The Prosser Field/Johnsonville Athletic Complex. Councilman Culberson seconded the motion, which was approved unanimously.

The following items were additions to the Agenda:

OTHER BUSINESS:

WYLIE ROAD

Councilman Rodgers made a motion Council Approve The Expenditure Of Up To \$8,250 From Council District 5 RSMF Funding Allocation To Pay For Additional Crushed Asphalt To Be Put On Wylie Road. Councilman Kirby seconded the motion, which was approved unanimously.

W. BLACK CREEK ROAD

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$345.60 From Council District 7 RSMF Funding Allocation To Pay For 4 Tons Of Hot Asphalt To Be Put On W. Black Creek Road. Councilman Anderson seconded the motion, which was approved unanimously.

FORMER TIMMONSVILLE HIGH SCHOOL FIELDS

Councilman Kirby made a motion Council Approve The Expenditure Of Up To \$5,000 From Council District 4 Infrastructure Funding Allocation For Field Maintenance And Repairs Of The Former Timmons ville High School Fields At 517 West Market Street, Timmons ville. Councilman Mumford seconded the motion, which was approved unanimously.

PROSPECT FIELD

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$750 From Council District 2 Utility Funding Allocation For Facility Improvements At Prospect Field. Councilman Culberson seconded the motion, which was approved unanimously.

COUNCIL RETREAT:

Chairman Smith stated a Council Retreat was scheduled for Thursday, March 22nd beginning at 9 a.m. at Moore Farms, Fire Tower Center, 1698 Pine Bay Road, Lake City.

NATURALLY ADVANCED TECHNOLOGIES

Chairman Smith announced for the record that Project Fiber (Ordinance No. 20-2011/12) was Naturally Advanced Technologies.

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

COUNCIL MEETING ADJOURNED AT 9:26 A.M.

H. MORRIS ANDERSON
SECRETARY-CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

PUBLIC HEARING

March 15, 2012

ORDINANCE NO. 18-2011/12

An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510.

	NAME	ADDRESS	PHONE NUMBER
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

cyh
10

PUBLIC HEARING

March 15, 2012

ORDINANCE NO. 20-2011/12

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber, And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

	NAME	ADDRESS	PHONE NUMBER
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

cyh
41

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the March 22, 2012 Council Retreat.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

FLORENCE COUNTY COUNCIL RETREAT, THURSDAY, MARCH 22, 2012, 9:00 A.M., MOORE FARMS, FIRE TOWER CENTER, 1698 PINE BAY ROAD, LAKE CITY, SOUTH CAROLINA

PRESENT WERE:

K.G. Rusty Smith, Jr., Chairman
Waymon Mumford, Vice-Chairman
H. Morris Anderson, Secretary/Chaplain
Mitchell Kirby, Member
Russell W. Culberson, Member
Johnnie D. Rodgers, Jr., Member
Alphonso Bradley, Member
James T. Schofield, Member
Roger M. Poston, Member
Thomas B. Robinson, County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT WERE:

Suzanne S. King, Administrative Services Director
Kevin V. Yokim, Finance Director
Arthur C. Gregg, Jr., Public Works Director
Bonnie K. Andrews, Human Resources Director
Sheriff W. Kenney Boone (left at approximately 11:15 a.m.)
Barbara Coker, Sheriff's Office
Connie Reel-Shearin, Clerk of Court (left at approximately 1:40 p.m.)
Ray McBride, Library Director
John Sweeney, Morning News (left at approximately 12:30 p.m.)
Herbert V. Christmas, Environmental Services Officer
Joe Eason, Parks & Recreation Director (afternoon session only)
Dusty Owens, Emergency Management Department Director (afternoon session only)
Elijah Jones, Citizen

A notice of the Florence County Council Retreat appeared in the Wednesday, March 21st edition of the Morning News. Copies of the Meeting 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 all branch libraries, and on the County's website (www.florenceco.org).

Chairman Smith called the meeting to order and expressed appreciation to Ms. Darla Moore of Moore Farms for the use of the facility and her hospitality. Secretary/Chaplain Anderson provided the invocation.

CURRENT YEAR UPDATE, FUND BALANCE, FY2013 FORECAST:

County Administrator Tom Robinson and Finance Director Kevin Yokim began the retreat with a financial overview of current year budget, status of fund balance and a forecast for fiscal year 2013. Since fiscal year 2009 and projected through fiscal year 2013, the County lost approximately \$6,290,038 in funding, due to the decrease in the Local Government Fund (LGF) by the legislature. Councilman Mumford asked how the County could increase fund balance. Mr. Yokim responded it could only be done by one of two ways or a combination of the two: increase revenue or cut expenditures. Councilman Mumford stated he didn't see how the departments could reduce expenditures any further. Chairman Smith stated Council members and elected/appointed officials needed to contact members of the legislature and request that the LGF be reinstated at the level that was statutorily required. In response to a question from Councilman Mumford, Mr. Yokim responded that one mil would be equal to approximately \$4 on a \$100,000 residence. Chairman Smith added that one mil on a business would be calculated at 10.5% (an additional 6 mils on a \$1 million business would equate to approximately \$625). (A copy of the presentation is attached and incorporated by reference.)

SHERIFF'S OFFICE:

Sheriff Boone and Barbara Coker of the Sheriff's Office presented Council with information regarding the status of the Sheriff's Office and potential issues as a result of the reduced budget. Mrs. Coker provided an overview of the Sheriff's Office proposed FY2013 budget. Sheriff Boone stated they were mandated by the State to conduct an annual staffing study of the jail and, based on the minimum standard for SCDC, Florence County Detention Center was 14 employees short of meeting the minimum standard. Councilman Mumford asked if the per diem received for transporting federal inmates was sufficient to cover the Sheriff's Office costs. Sheriff Boone responded that after the County entered into a contract to provide transport services, the number of federal inmates decreased from about 80 to 100 inmates to around 50, which was basically a break-even point. Councilman Mumford asked if any of the funding the County received through 911 collections could be used to fund some of the IT items needed by the Sheriff's Office. Chairman Smith stated that he didn't think so, that the funds had to be used for dispatch/communications. Councilman Mumford asked how much money was generated by the phone system used at the jail for inmate calling. Mrs. Coker responded that the commission from the Paytel System was around \$85,000 annually. Councilman Kirby asked if it wouldn't be cheaper for the County to purchase fuel in bulk as opposed to the current system. Mr. Yokim stated that in order for the County to realize any worthwhile savings fuel would need to be purchased on the open market but staff could check into bulk fuel purchases to determine if it would be beneficial. The Sheriff added that one of the advantages to the current system was the ability to purchase fuel in various areas of the County instead of the need to travel back to a County facility to refuel. Chairman Smith asked the Sheriff to contact the State legislators regarding the LGF and inform them of the impact the cuts have had on law enforcement. (A copy of the presentation is attached and incorporated by reference.)

Councilman Anderson asked if there would be a possibility of Council meeting with the Legislative Delegation to discuss the effects the cuts to the LGF had on local government. Mr. Robinson suggested maybe a breakfast or lunch meeting with the Delegation in Florence County. He further suggested that the information provided to Council at the Retreat be provided to the public to educate them on the effects of the cuts implemented by the State, possibly by running the presentation on the Government Access Channel.

CLERK OF COURT:

Clerk of Court Connie Reel-Shearin stated she was present as the self-appointed spokesperson for employees and citizens that enter the City-County Complex on a daily basis. She stated she wanted to provide the public perspective she received from the jurors, judges, litigants, and attorneys that enter the Complex:

- Inadequate/Unsafe Parking
- Constantly Broken Elevators (with court rooms on the 10th and 11th floor, many times jurors, etc. were late due to inoperable elevators)
- Court Rooms Too Small
- Jury Rooms Too Small

She stated the present situation was just not acceptable for the citizens of Florence County and, although we were required to seek justice, it could not be done in the current environment.

She stated she wanted to address matters on behalf of the employees who, in her "humble opinion, are the biggest asset Florence County has." Since July 1979, when she began working at the Complex, she watched the building age and deteriorate into a toxic environment. There was no safe or convenient parking for staff; no security for staff (or their vehicles) who must park across Irby Street behind the old Sears building and cross Irby Street to enter/exit the Complex. The carpet in the 11th floor court room was the original carpet that was installed when the building was built in the mid-70s. Due to the elevator situation, many employees end up being late arriving at their desk waiting on elevators, some days as much as 10 to 15 minutes. The Clerk of Court's office was charged with the storage of permanent records such as deeds, and storage space was running out for maintaining these valuable records. Records in the basement were being kept on top of sump pumps that had no back-up generators to operate in case of a storm. She encouraged Council to construct a new judicial center to meet the needs of the citizens of Florence County. She stated, "The price of Florence County *not* building a new judicial facility is too high for all of us."

Councilman Schofield stated the public needed to understand it was a life/safety issue with the City-County Complex. He stated that the main switch gear that operated the City-County Complex was made by a company that no longer existed; a replacement switch could not be ordered, so if the switch went out, the Complex would be shut down, potentially for weeks.

Council recessed at 11:03 a.m. and reconvened at 11:11 a.m.

SOLID WASTE:

Greg Peverall with Waste Management presented Council with the history of solid waste collections in Florence County. He stated that in the next ten years the County needed to consider shifting to total curbside service countywide, which would cost an additional \$50 to \$60 annually per household or about \$4 per household per week, but would provide the County with the benefit of controlling the volume and users, as well as modernizing the facilities. (A copy of the presentation is attached and incorporated by reference.) It was suggested this item be referred to Committee for additional review/study.

(Councilman Bradley left the meeting at approximately 11:15 a.m.)

Public Works Director Carlie Gregg and Environmental Services Officer Herbie Christmas provided Council with a report on litter and animal control. (A copy of the report is attached and incorporated by reference.) The past year was difficult for Environmental Services (ES) to schedule trash pick-up, due to the unavailability of inmates to assist. Chairman Smith asked if there was any explanation as to why inmates were not available. Mr. Gregg responded that only sentenced inmates could be used for this type of work. Mr. Christmas called earlier in the week and there were only 12 inmates that would potentially be available. Mrs. Shearin stated that, although the Sheriff had already left the meeting and she didn't want to speak for him, she was aware that several of the judges were requiring additional officers in the court room, which eliminated officers available to supervise litter detail. Mr. Christmas stated there were instances where individuals were sentenced to pick-up trash on the weekend, but did not show up on the weekend they were scheduled. Mr. Gregg said ES was aggressively writing tickets for littering, but when the defendant appeared before the Magistrate the fines were being reduced. According to records, if the maximum fine assessed on each citation issued was collected the County would have collected \$37,840 but the actual amount collected was \$12,578.25. Mr. Robinson reiterated that the two major issues were that the number of inmates available for litter pick-up had decreased and assessed fines were being reduced by the Magistrates' Offices. He stated the County needed to enhance its efforts to educate the public, particularly the children, to be more responsible.

At the request of Councilman Anderson, Mr. Christmas provided an update on the animal control facility. Councilman Anderson asked if a spay/neuter ordinance would assist with animal control. Mr. Gregg responded that it would, but the hunting community would be in an outrage over a mandatory ordinance.

(Councilman Kirby left the meeting at approximately 11:51 a.m.)

(Councilman Bradley returned at approximately 11:56 a.m.)

Council recessed for lunch at 12:16 p.m. and reconvened at 1:00 p.m.

(After the lunch break, Councilmen Kirby and Bradley did not return to the meeting.)

CAPITAL PROJECT SALES TAX:

The Chairman opened the afternoon session with a discussion on the Capital Project Sales Tax (CPST). The current CPST contains a 'sunset clause' and would expire on April 30, 2014 (7 years). He stated Council needed to determine: 1) if it wanted to represent a CPST to the people and 2) if it did, what would be included in the new list of projects. He provided a list of items that could be included: highways, roads, streets, buildings, public parking garages and related facilities, courthouses, administrative buildings, civic center, EMS facilities, police stations, fire stations, jails, correctional facilities, detention facilities, libraries, coliseums, educational facilities, cultural, recreational, historical facilities, water and sewer projects, flood control, storm water, beach access, jointly operated projects in the county if special purpose districts involved. The current CPST was estimated to bring in \$148 million in revenues. If Council elected to move forward with the implementation of another CPST, a courthouse could be included in the list of projects, as well as an upgraded radio system. Councilman Anderson stated he thought the CPST was an excellent idea; better than an additional property tax. Councilman Schofield stated he was in favor of the CPST and suggested Council needed to consider getting an architect on board to provide direction on a potential courthouse project. Councilman Mumford stated he was in favor of the CPST. He stated further that he thought the first item on the list should be a courthouse, the second item should be the update on the communications system and the third item should be the completion of US301 By-Pass. Several members of Council expressed support of the CPST. After some discussion, the Chairman stated he would send out information on the qualifications for CPST and hold a meeting of the Committee on Administration & Finance to determine a path forward and try to develop a list of projects. He asked the County Attorney to review State law to determine if any of the projects currently included in the CPST were incomplete at the conclusion of the seven-year cycle, would the State require that the County complete any incomplete projects, prior to implementing/establishing any new projects for funding under the CPST; and, what happened to the funding if there was not enough to complete the final project in the current list, but more than enough to complete the other five projects listed.

RADIO SYSTEM UPGRADE

Emergency Management Department Director Dusty Owens provided Council with a brief overview of the need for the upgrade of the radio system. The need for an upgrade to the radio system was due to the current system being obsolete, at the end of its life-cycle, and no longer being manufactured. In 1992/93 the system purchased was state-of-the-art technology at the time, but was an analog system, not digital. Staff was diligent in acquiring/stockpiling parts as other counties upgraded systems; but, after about 2015 the County would be on very thin ice and might not be in a position to operate the radio system with any amount of reliability. The top of the line system was estimated at \$28 million, but the price range/capability needed by Florence County was around \$13 – \$14 million.

IT UPGRADE/INTEGRATION

Councilman Mumford stated he wanted the County to look at upgrading the technology system so that all offices could communicate electronically. Mr. Robinson stated that the County was at the mercy of Time Warner and to avoid a lot of the problems, the County would need its own fiber optic system. In response to a question from Councilman Schofield, Mr. Robinson responded that he was talking about the County establishing its own linkage, its own fiber optic network to link its buildings and communication systems.

CPST

Council further discussed holding a referendum for the CPST and asked the County Attorney Malloy McEachin to research to determine if the law had changed and a referendum could be held in November 2013, when there would not be a general election but would allow the County more time to get the information out to the public and determine the list of projects to be included, or if the referendum must be held in conjunction with a general election.

COST OF LIVING INCREASE FOR EMPLOYEES

Chairman Smith stated the next item for discussion was the Cost of Living Increase for Employees. The cost was \$560,000 for a 2% cost of living increase for employees. Council would need to determine how to fund the increase. Councilman Mumford stated he was in favor of giving employees a cost of living increase. Chairman Smith stated this would be discussed further during the budget process. Several members commented that although they wanted to provide employees with a raise, finding funding was difficult, when departments were already asked to cut operating expenses to bare minimum.

FIRE DISTRICT FUNDING

Chairman Smith stated the next topic was not something that Council needed to take any decisive action on, but something that Council needed to be aware of and be pro-active on the issue. The National Association of Volunteers reports that volunteerism in the USA has declined in the last seven years by an average of 10% per year. The rural fire departments experienced this decline; youth don't volunteer like they did in the past. A disparity existed between the fire districts regarding the level of funding due to the variance in the value of the mil per district; millage ranged from 25.5 mils in Johnsonville with a value of \$8,000 per mil to 8 mils in West Florence with a value of \$110,000 per mil. If administrative services were centralized, a countywide fire millage could be implemented by Council (20 mils would generate an additional \$1.25 million) and it would be up to County Council to determine the needs of each fire district. While some districts would experience a decrease in millage, it would create a more equal level of funding for all districts. By improving available tools and equipment for each district, the County could effectively improve the overall ISO rating countywide.

WELLNESS PROGRAM

The next item on the Agenda was discussion of a Wellness Program. Chairman Smith stated that several years ago, the County implemented a Wellness Program and received a State Award recognizing the program. The Chairman stated it was a very beneficial program, not only from a health and safety standpoint, but to assist in making employees more productive and cut down on insurance costs. Councilman Mumford expressed approval of implementation of a wellness program. Mr. Robinson provided additional information on the subject. Chairman Smith asked Mr. Robinson to develop a proposal for Council's consideration.

SENIOR CENTERS

Chairman Smith stated the County had a wonderful Senior Citizens organization, but there were some issues with the operation of the Senior Center in Florence. Councilman Schofield expressed concerns over the operation of the Leatherman Senior Center and stated the County needed to either get in or get out. If taxpayer dollars were going to be invested in the facility, programs needed to be administered fairly to all citizens and oversight by the County needed to be in place. Other members of Council expressed concerns regarding the conflict between the two organizations involved: the Senior Citizens Association (SCA - a private, self-sustaining organization) and the Senior Center Commission (appointed by County Council). Parks and Recreation Director Joe Eason stated there was great potential for senior programs at the Center that had never been reached. Council discussed the option of putting the SCA on notice that the County would withdraw from the Agreement for operation and funding of the Center. After some discussion of the issues, it was suggested this item be referred to the appropriate committee for additional review.

MUSEUM BID

Chairman Smith stated a question was presented to Councilman Schofield in reference to the Museum Bid, regarding the 2% local preference: On a project as large as the Museum, what was the County's intention in relation to the 2% local preference? The language in the bid states Council "may" waive the requirement, provided such bids did not exceed 2% of the low bid from out of County, but there was no cap established. Councilman Schofield asked if Council would be willing to allow administration to write the contractors a letter, and attach a copy of the Ordinance, notifying bidders that the County *may or may not* honor the local bidder preference. Administrative Services Director Suzanne King stated it could be included in the addendum being sent to the bidders.

BRIEF OVERVIEW – TOM ROBINSON

Mr. Robinson stated Council had previously been provided with a list of objectives he prepared for Council's consideration. He stated one of the items discussed during the retreat was a need to provide better communication and better education to the public regarding County issues. He suggested a PIO/Media Relations person on staff to write articles for submission to the local media. Another resource that needed improvement

was the County website, which needed to be more dynamic to entice users to visit the site more frequently to be better informed. He stated that if Council was not measuring its success based on facts and figures, it would have no way of knowing what needed to be improved and what was working well. In a previous County he worked, incentives were built in for the departments to save money on operating expenses. He suggested an update to the formal bid process to modify the standards to meet current needs and best practices. He suggested maybe partnering with the South Carolina Association of Counties to establish benchmarks to compare County departments. He stated he believed the County needed to focus on being even more effective and efficient than it was. Mr. Robinson stated he wanted/needed Council's endorsement to implement items discussed, so unless Council told him to the contrary, he would begin implementing the programs and incentives discussed.

COUNCIL PRIORITIES DISCUSSED

Councilman Mumford stated his top three priorities would be: 1) Cost of Living for Employees, 2) Judicial Center, and 3) Radio System Upgrade.

Councilman Anderson stated he wanted Council to pursue the '1¢ Makes Sense.'

Councilman Rodgers stated he agreed with Councilmen Mumford and Anderson.

Mr. Robinson stated he would prepare a summary for Council. He stated he understood Council wanted him to set up a breakfast meeting with the legislators and provide them with the presentation by Mr. Yokim, pursue the 1¢ Makes Sense project, and, down the road, work on acquiring the services of an architect to work on the design of a proposed judicial center.

LAKE CITY PARK

Chairman Smith informed Council of a project that Dr. Eddie Floyd and the Drs. Bruce and Lee Foundation were supporting for the construction of a Community Park in Lake City in the Lions Park area.

There being no additional items for discussion, Councilman Rodgers made a motion to adjourn. Councilman Anderson seconded the motion, which was approved unanimously.

COUNCIL ADJOURNED AT 3:02 P.M.

H. MORRIS ANDERSON
SECRETARY/CHAPLAIN

CONNIE Y. HASELDEN
CLERK TO COUNTY COUNCIL

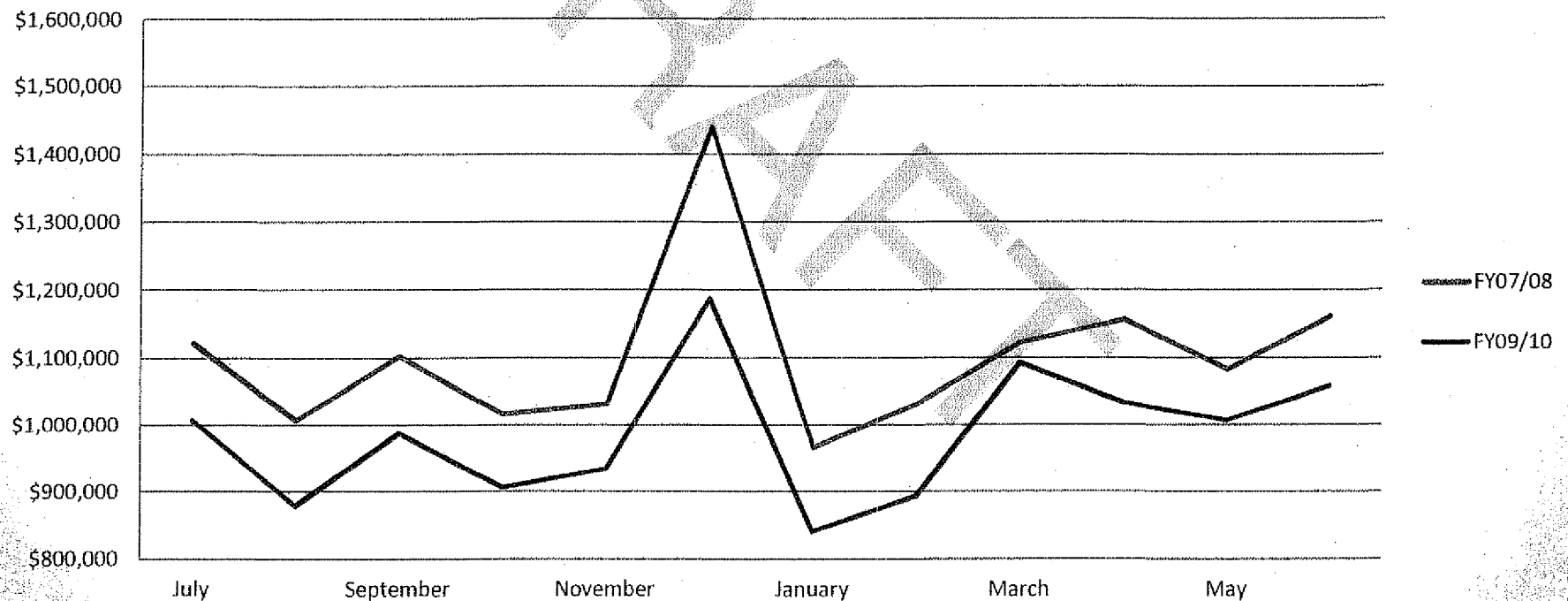
Florence County Council Retreat March 22, 2012

Financial Overview

How's the Economy?

- The chart below shows the County's local option sales tax collections for FY07/08 versus FY09/10.

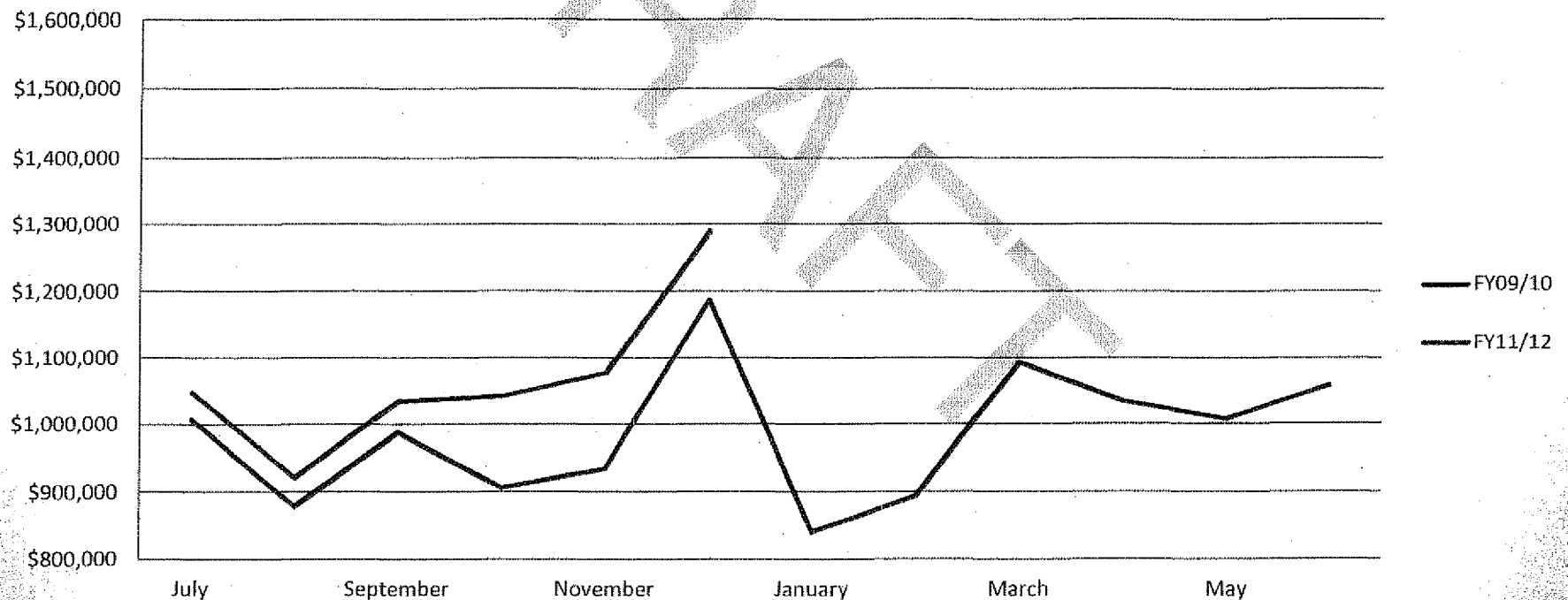
County Local Option Sales Taxes



How's the Economy?

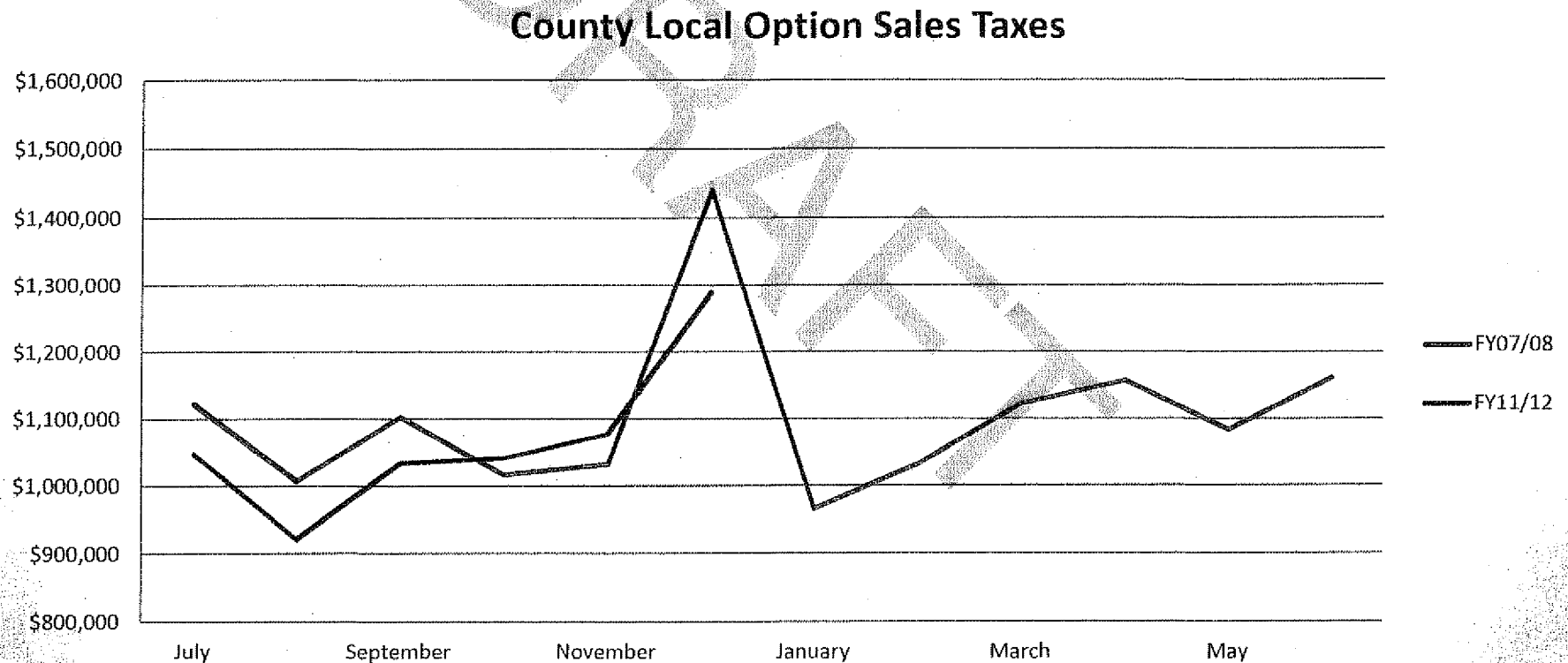
- The chart below shows the County's local option sales tax collections for FY09/10 versus FY11/12.

County Local Option Sales Taxes



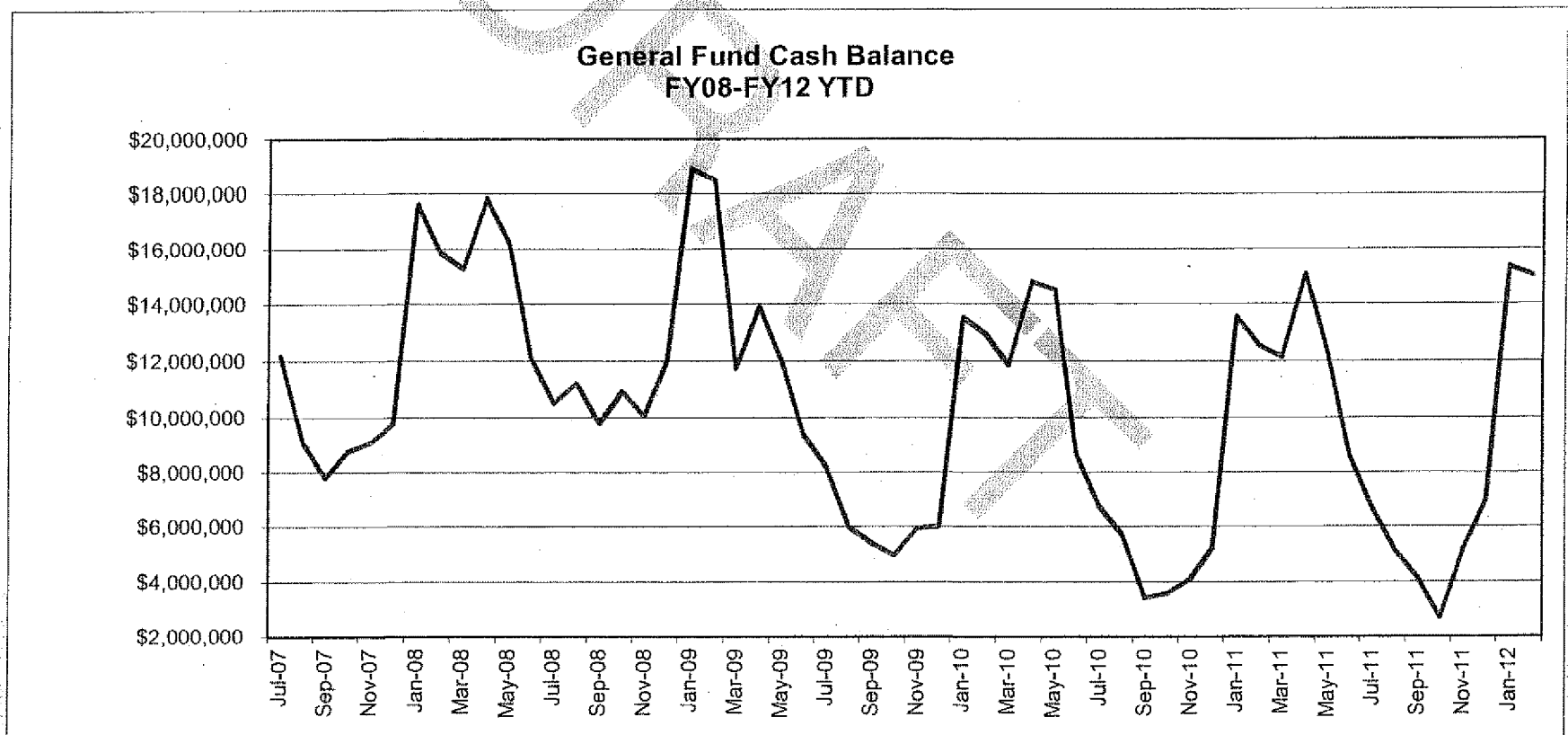
How's the Economy?

- The chart below shows the County's local option sales tax collections for FY07/08 versus FY11/12.



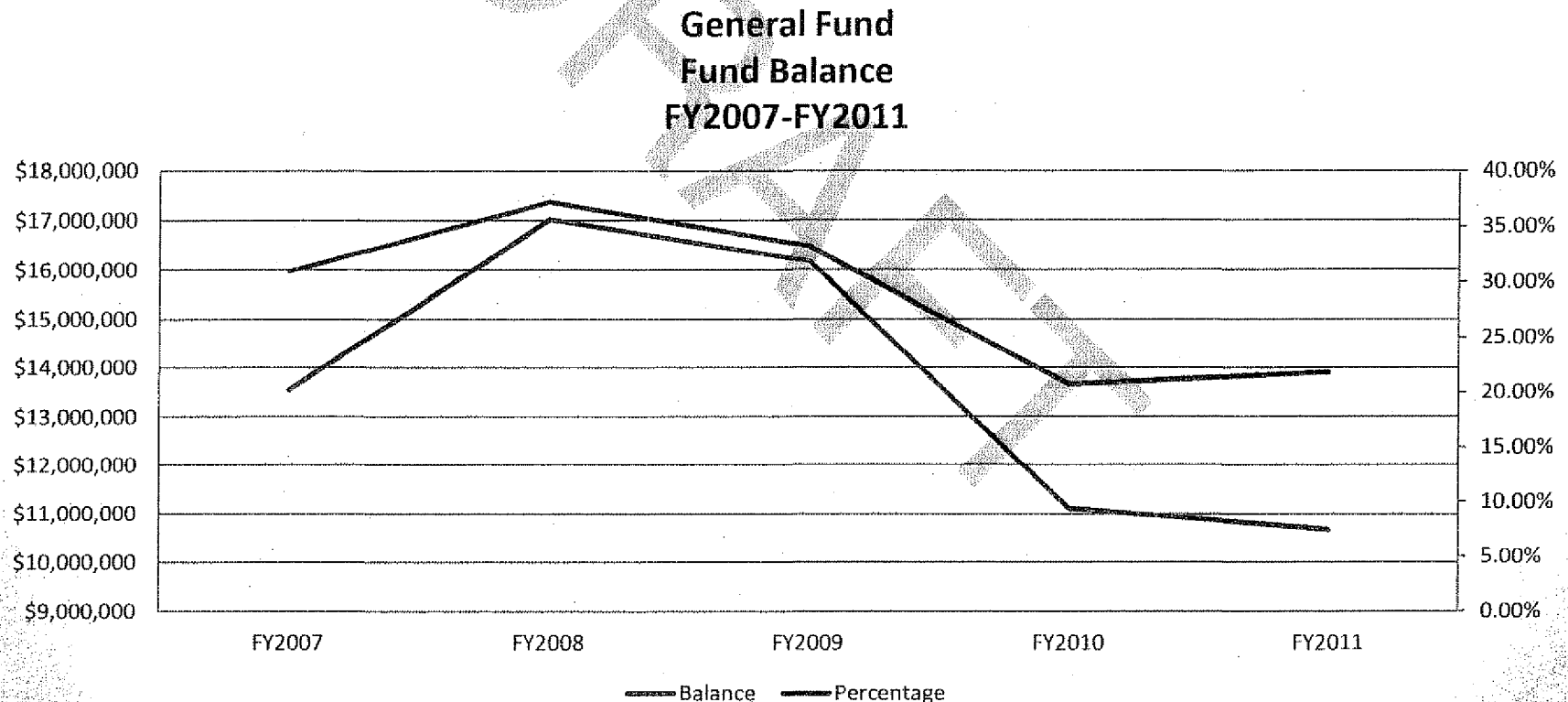
How's our Cash Flow?

- The chart below shows the County's General Fund cash flow for the past four fiscal years plus the current fiscal year to date.



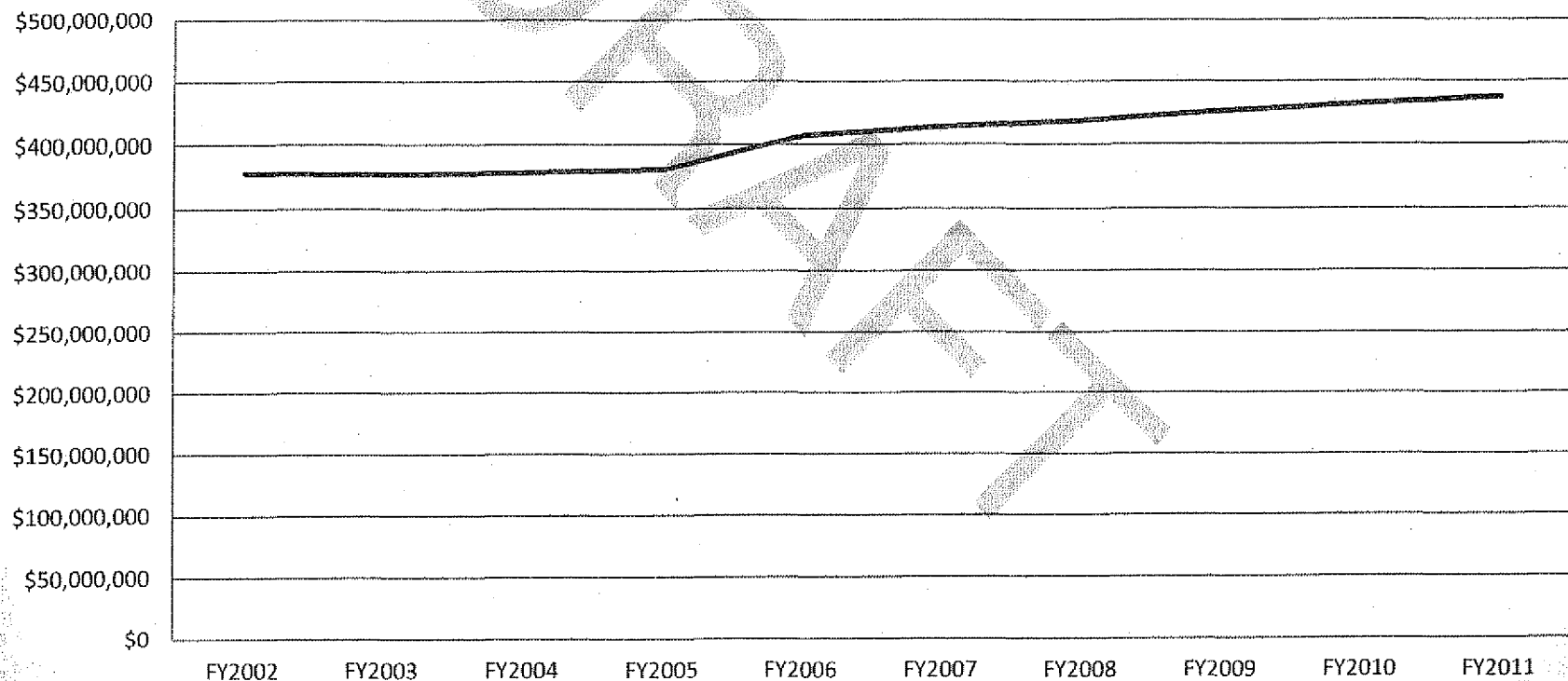
What about Fund Balance?

- The chart below shows the County's General Fund fund balance for the past five fiscal years.



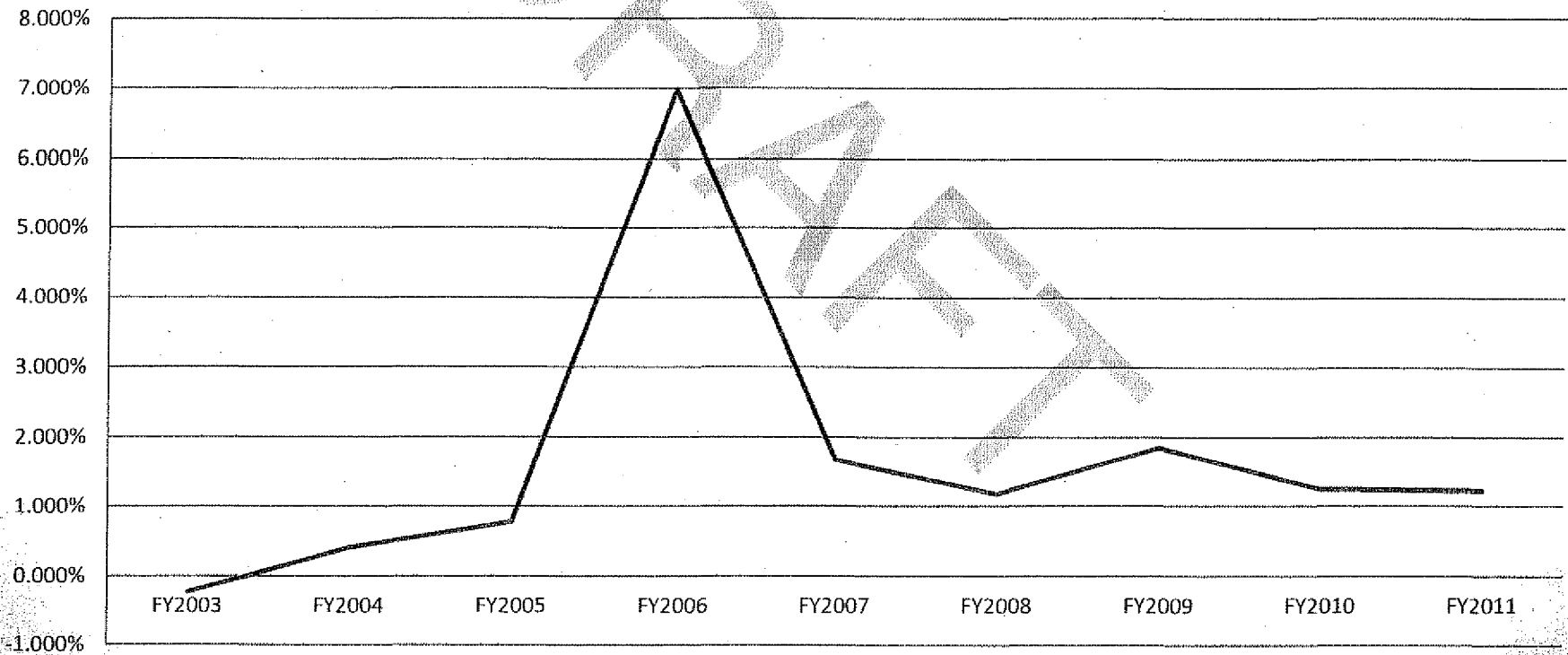
What about our Property Tax Base?

Florence County
Property Tax Base
FY2002-FY2011



What about our Property Tax Base?

Florence County
Property Tax Base
FY2002-FY2011



NOTE: Does not include value from investments paying fee-in-lieu of tax.

Bond Ratings

These are the current bond ratings for the counties in our population group, along with our bond rating, for comparative purposes.

Aiken County	Aa2
Anderson County	Aa2
Beaufort County	Aa1
Berkeley County	Aa2
Dorchester County	Aa2
Pickens County	Aa2
Sumter County	Aa2
 Florence County	 Aa2

How's Our Debt?

The following is a description of all the current debt Florence County has outstanding:

General Obligation Bonds

Series 2005 – Refunded Series 2000 bonds that were used primarily to renovate Planning Building, demolish existing buildings, and water system improvements.

Current payments outstanding - \$3,899,696

Payoff Year – FY2020

Series 2006 – Proceeds were used for various projects including jail controls and management system, animal control facility, Greenwood Park, Brooks McCall Park, and construction of two branch libraries.

Current payments outstanding - \$8,484,630

Payoff Year – FY2019

Series 2011 – Refunded Series 2002 bonds that were used to construct the new main library, plus additional funds for a generator for the City-County Complex

Current payments outstanding - \$5,855,752

Payoff Year – FY2026

All above debt is being funded by property tax millage.

Capital Lease

Series 2010 – Refunded the remaining Certificates Of Participation used to fund the jail and the civic center, as well as fund various projects including the construction of new Voter Registration and Election Commission headquarters and one branch library.

Current payments outstanding - \$20,310,355

Payoff Year – FY2018

Lease is being funded by property tax millage, except for Civic Center portion which is being funded by local accommodations taxes.

How's Our Debt?

Special Source Revenue Bonds

Series 2007 – Funded incentives to QVC and Johnson Controls, Inc.

Current payments outstanding - \$1,338,111

Payoff Year – FY2013

Series 2011 – Funded incentives to Heinz, Monster, and MIT

Current payments outstanding - \$3,160,542

Payoff Year – FY2017

Both bonds are being funded by fee-in-lieu of tax payments from the various industries.

Hospitality Tax Revenue Bonds

Series 2011 – Proceeds used for the County one-third portion of the construction costs for the new museum.

Current payments outstanding - \$5,149,060

Payoff Year – FY2026

Bond is being funded from hospitality tax revenue bonds.

NOTE: In the FY2011/12 budget, 1.0 mill of the property tax levy was moved from the Debt Service Fund to the General Fund. This mill will have to be added back to the Debt Service Fund in FY2013/14.

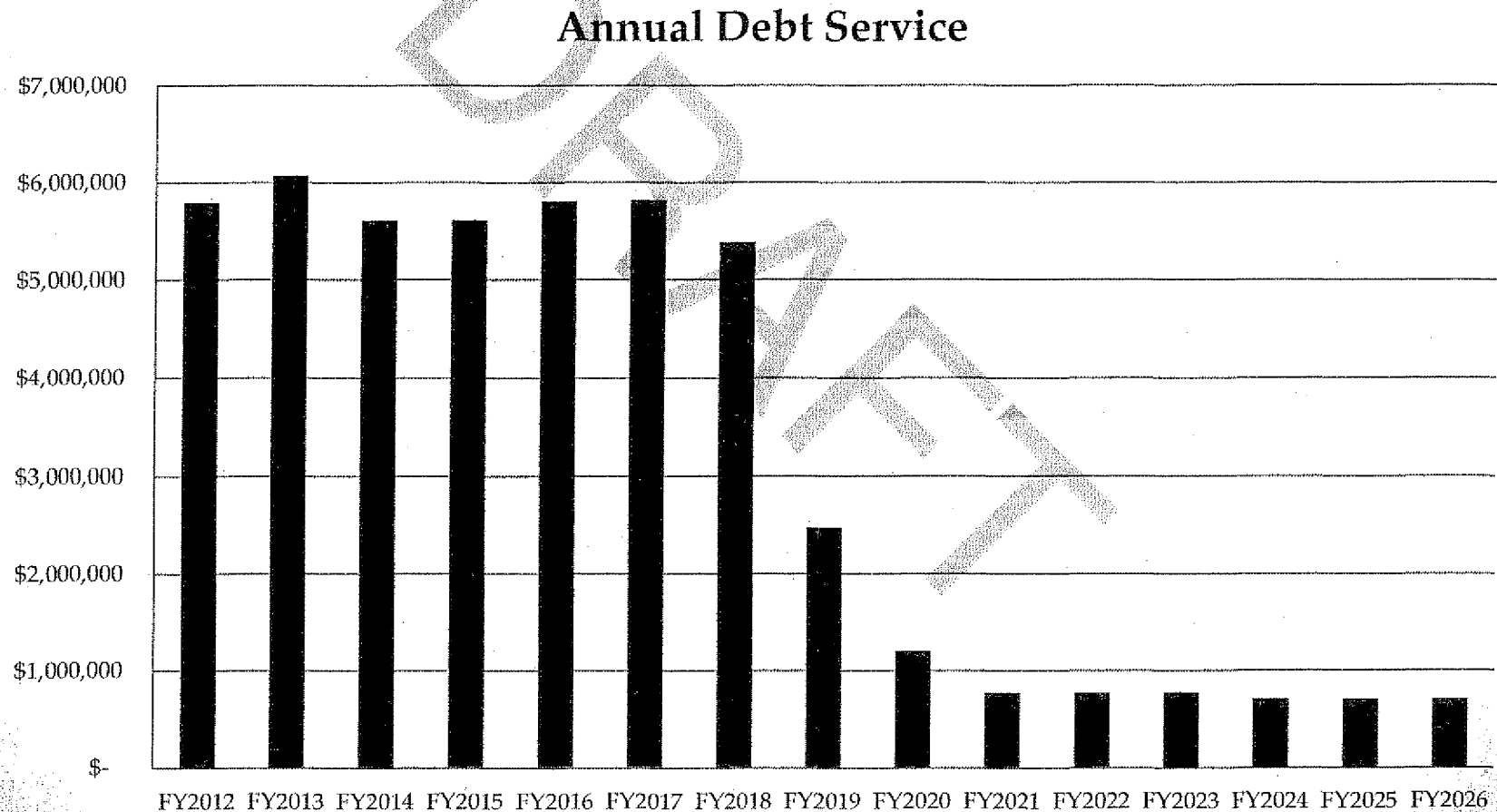
How's Our Debt?

Florence County Annual Debt Service

	G.O. Bonds	Lease	SSRB	Revenue Bond	Total
FY2012	\$ 1,518,476	\$ 2,899,629	\$ 1,195,813	\$ 181,900	\$ 5,795,818
FY2013	\$ 1,616,275	\$ 2,901,557	\$ 1,195,813	\$ 354,920	\$ 6,068,565
FY2014	\$ 1,823,612	\$ 2,905,493	\$ 526,757	\$ 354,720	\$ 5,610,582
FY2015	\$ 1,826,868	\$ 2,901,261	\$ 526,757	\$ 355,200	\$ 5,610,086
FY2016	\$ 2,028,437	\$ 2,899,037	\$ 526,757	\$ 355,320	\$ 5,809,551
FY2017	\$ 2,035,737	\$ 2,903,646	\$ 526,757	\$ 355,080	\$ 5,821,220
FY2018	\$ 2,125,324	\$ 2,899,732		\$ 354,480	\$ 5,379,536
FY2019	\$ 2,124,267			\$ 354,520	\$ 2,478,787
FY2020	\$ 849,219			\$ 355,160	\$ 1,204,379
FY2021	\$ 415,319			\$ 354,360	\$ 769,679
FY2022	\$ 413,019			\$ 355,160	\$ 768,179
FY2023	\$ 420,156			\$ 354,480	\$ 774,636
FY2024	\$ 346,013			\$ 354,360	\$ 700,373
FY2025	\$ 348,013			\$ 354,760	\$ 702,773
FY2026	\$ 349,350			\$ 354,640	\$ 703,990
Total	\$ 18,240,085	\$ 20,310,355	\$ 4,498,654	\$ 5,149,060	\$ 48,198,154

How's Our Debt?

Florence County's payout of its tax supported debt in the next ten years is 95%, which is 25% more than the average county in the nation with a similar bond rating.

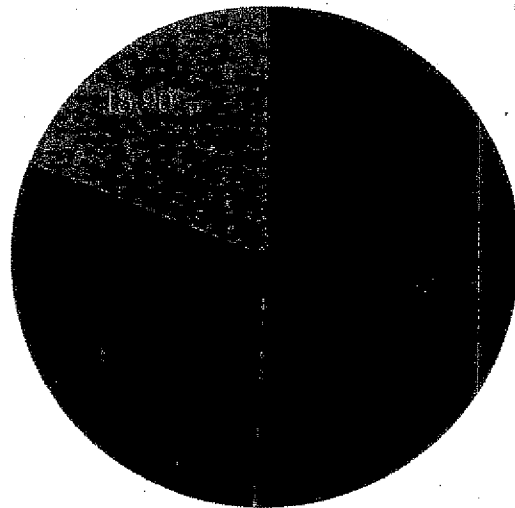


What Makes Up Revenue?

The three main sources of revenue for the General Fund are property taxes, sales taxes, and the Local Government Fund. The two charts below show the share of each of these in FY2008 and FY2011.

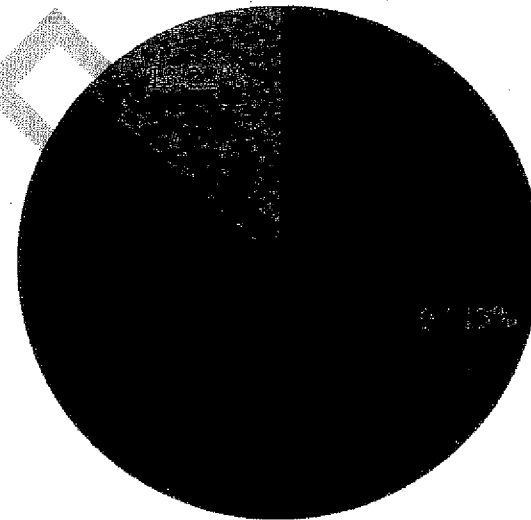
FY2008

■ Property Tax ■ Sales Tax ■ LGF



FY2011

■ Property Tax ■ Sales Tax ■ LGF



What About Expenditures?

The next slide shows the General Fund expenditures by function. The list of departments in each function is as follows:

General Government

Council, Attorney, Administrator, Finance, Treasurer, IT, Auditor, Assessor, Procurement, Clerk of Court, Solicitor, Human Resources, Family Court, Probate Judge, Public Defender, Magistrates, Planning & Building, GIS, Senior Center, Voter Registration, Veterans' Affairs, Facilities City-County Complex, Pee Dee COG

Public Safety

Sheriff's Office, Jail, Emergency Management, Central Dispatch, Radio System

Public Works

Public Works, Vehicle Maintenance

Health

Health Department, Environmental Services, EMS, Rescue Squads, Coroner

Welfare

MIAP, SCDSS

Culture & Recreation

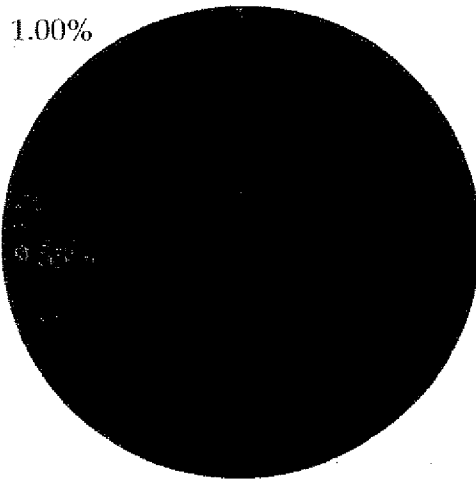
Library, Recreation, Lynches River Park

What About Expenditures?

The following charts show the composition of General Fund expenditures, plus the public works expenditures included in the RSMF Special Revenue Fund.

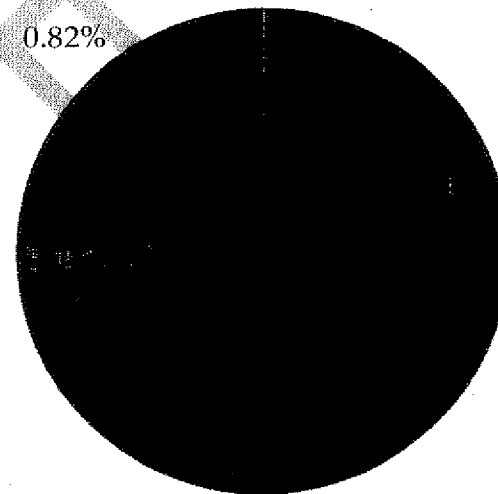
FY2008

- General Government
- Public Safety
- Public Works
- Health
- Welfare
- Culture & Recreation



FY2011

- General Government
- Public Safety
- Public Works
- Health
- Welfare
- Culture & Recreation



Budget Impacts

Among the many issues that impact the budget, the following five items are the most noticeable.

Fuel Costs

Health Insurance Costs

Investment Earnings

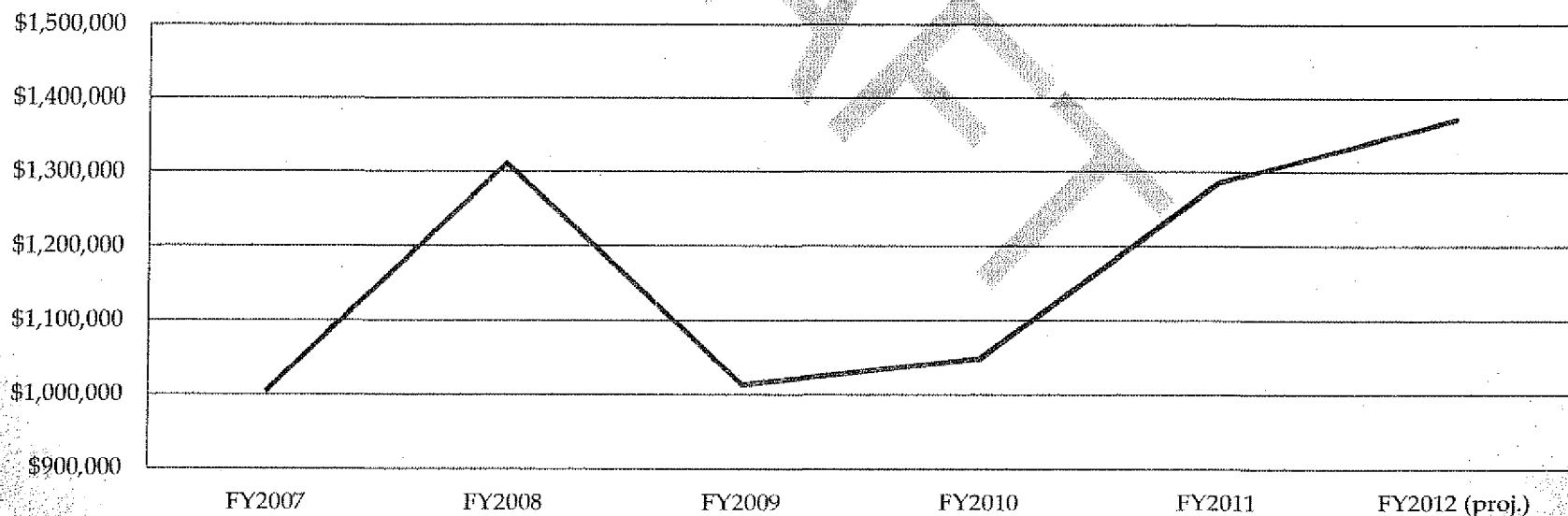
Retirement Cost Increases

Local Government Fund Reductions

Fuel Costs

Geopolitical tensions in the Middle East, increasing demand by developing countries – particularly in Asia, and the weakening of the US dollar have all contributed to increased fuel costs. Below is a chart that shows the County's fuel costs for the past five fiscal years and the projected cost for the current fiscal year.

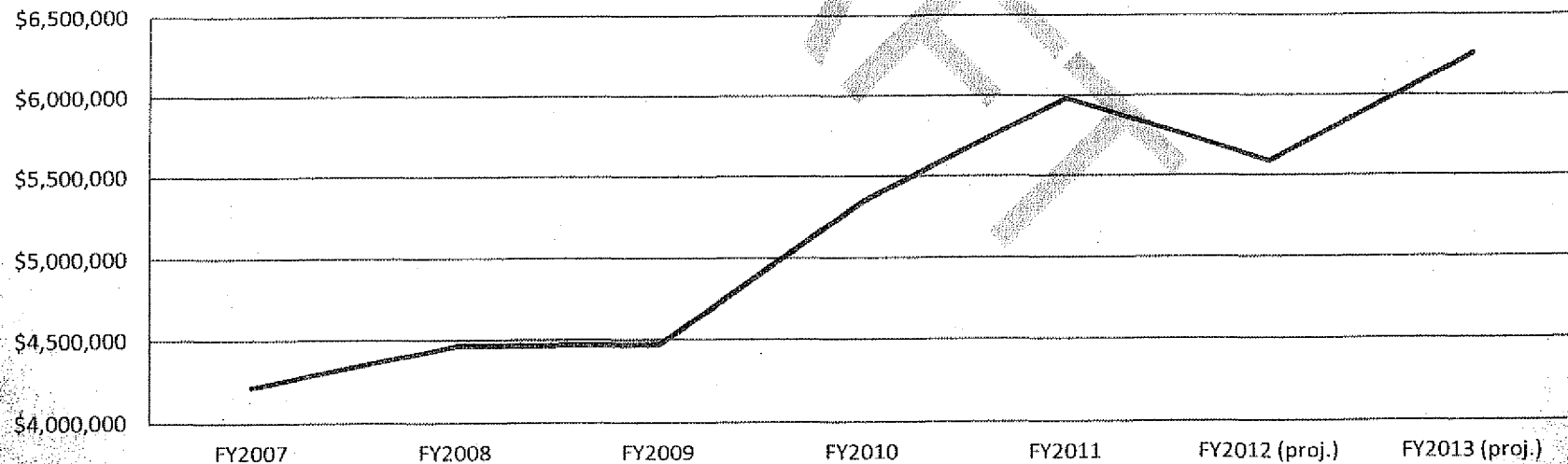
Florence County
Fuel Costs
FY2007-FY2012



Health Insurance Costs

The aging of the US population, the increasing cost of prescription medications, and the decline in the number of health care professionals have all contributed to increased health insurance costs. Below is a chart that shows the County's health insurance costs for the past five fiscal years and the projected cost for the current fiscal year. These costs include both employer and employee contributions. In addition, the change from FY2009 to FY2011 represents a 33.9% increase.

Florence County
Health Insurance Costs
FY2007-FY2012

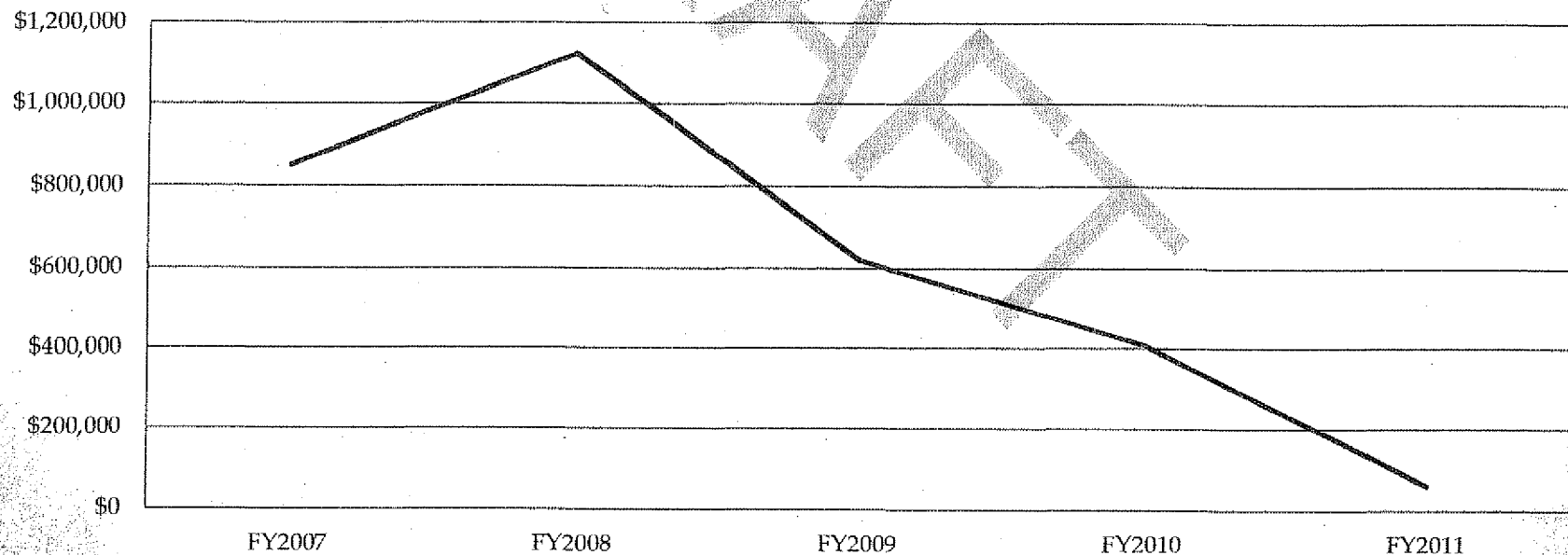


Investment Earnings

The reduction in short-term interest rates, coupled with the reduction in the cash balance of the General Fund, has directly impacted revenue.

The chart below illustrates this impact over the past five fiscal years.

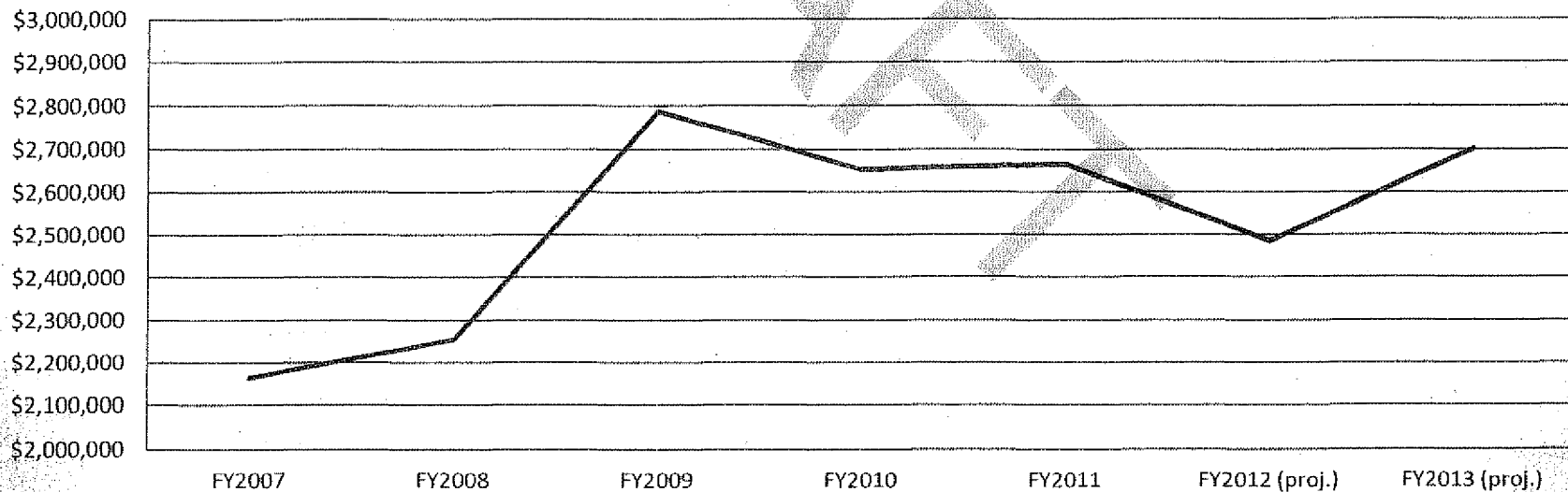
Florence County
Investment Earnings
FY2007-FY2011



Retirement Cost Increases

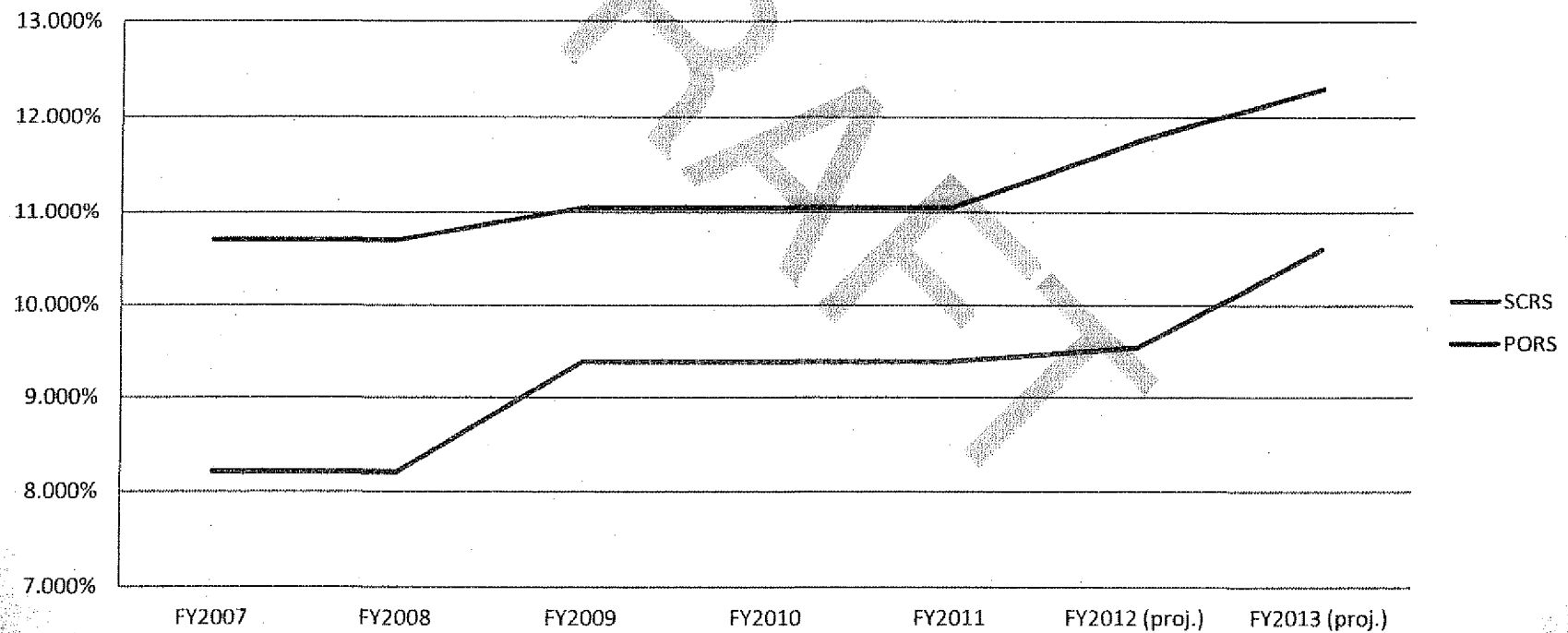
In order to keep the South Carolina Retirement Systems below the 30 year unfunded liability threshold, the State has gradually increased the percentage of payroll that employers have had to contribute to the systems. The chart below illustrates the increased costs of these payments over the past five fiscal years and projects this year and next fiscal year.

Florence County
Retirement Costs
FY2007-FY2013



Retirement Cost Increases

Florence County
Employer Contribution
Retirement Rates
FY2007-FY2013



Local Government Fund

The Local Government Fund (LGF), also known as State Aid to Subdivisions, was created in the early 1990's. Prior to that time, there were eleven different taxes distributed to counties using several different formulas. The creation of the LGF simplified the distribution of these taxes by placing them all into one separate fund.

The origin of the State Aid to Subdivisions stems from pre-Home Rule legislative delegation control of county government budgets when the county Senator and House members set and approved the county budget. Rather than increase property taxes, the General Assembly began sharing state revenue sources with counties to subsidize the state functions performed by counties. In addition to being providers of basic services at the local level, counties also serve as an administrative arm of the state. Counties have dual roles: 1) as a local government providing basic essential services, and 2) as an administrative arm of the state to assist the state in providing state agency support.

Therefore, a function of the LGF is to offset the cost of state mandates.

Local Government Fund

The spreadsheet below shows the various state mandates included in the County's current FY12 budget and the costs of each.

Florence County Cost of State Mandates FY11/12 Budget

Direct Cash Payments:		
DHEC	\$ 80,934	
MIAP	382,821	
DSS Phone Bill	47,134	
Total		\$ 510,889
Provision of Space:		
Public Service Buildings (primarily DSS)	300,500	
City County Complex		
Clerk of Court	100,632	
Building Commission	12,651	
Probation	36,335	
Probate Court	36,275	
Family Court	123,382	
Veterans Affairs	6,948	
Juvenile Justice	14,963	
Public Defender	21,001	
Solicitor	42,002	
General Sessions Court	76,384	
Court of Appeals	51,610	
Magistrates	97,338	
Total		920,022
Personnel and Operating Budgets:		
Clerk of Court	1,805,403	
Solicitor	1,064,277	
Probate Judge	27,251	
Public Defender	702,494	
Magistrates	2,158,294	
Veterans Affairs	145,690	
Total		5,903,399
General Fund Grand Total Cost of State Mandates		\$ 7,334,310
Estimated FY12 LGF Revenue		\$ 4,165,917
State salary supplements		280,321
General Fund Total LGF Revenue and State Supplements		\$ 4,446,238
General Fund Net Cost of State Mandates		\$ 2,888,072

* Includes Register of Deeds function

Local Government Fund

Florence County Cost of State Mandates FY11/12 Budget

Direct Cash Payments:	\$ 510,889
Provision of Space:	
Public Service Buildings (primarily DSS)	300,500
City County Complex	920,022
Personnel and Operating Budgets:	5,903,399
General Fund Grand Total Cost of State Mandates	\$ 7,334,310
Estimated FY12 LGF Revenue	\$ 4,165,917
State salary supplements	280,321
General Fund Total LGF Revenue and State Supplements	\$ 4,446,238
General Fund Net Cost of State Mandates	\$ 2,888,072

Local Government Fund

Per SC Code of Laws Section 6-27-30, the Local Government Fund is supposed to be funded at a rate of 4.5% of the previous year's State General Fund budget. The Legislature has failed to fund this amount for four fiscal years and there are currently no plans to fully fund the LGF next fiscal year.

The spreadsheet below compares the amount the County has received from the LGF in the past four years to what the County should have received.

Florence County Local Government Fund FY2008 - FY2013

	Actually Received	Full-funding Level	Difference
FY2008	\$ 7,251,730	\$ 7,251,730	\$ -
FY2009	\$ 7,251,973	\$ 7,749,623	\$ (497,650)
FY2010	\$ 5,947,951	\$ 7,439,908	\$(1,491,957)
FY2011	\$ 5,227,031	\$ 6,452,689	\$(1,225,658)
FY2012	\$ 4,432,331	\$ 5,760,319	\$(1,327,988)
FY2013	\$ 4,432,331	\$ 6,179,115	\$(1,746,784)
Total			\$(6,290,038)

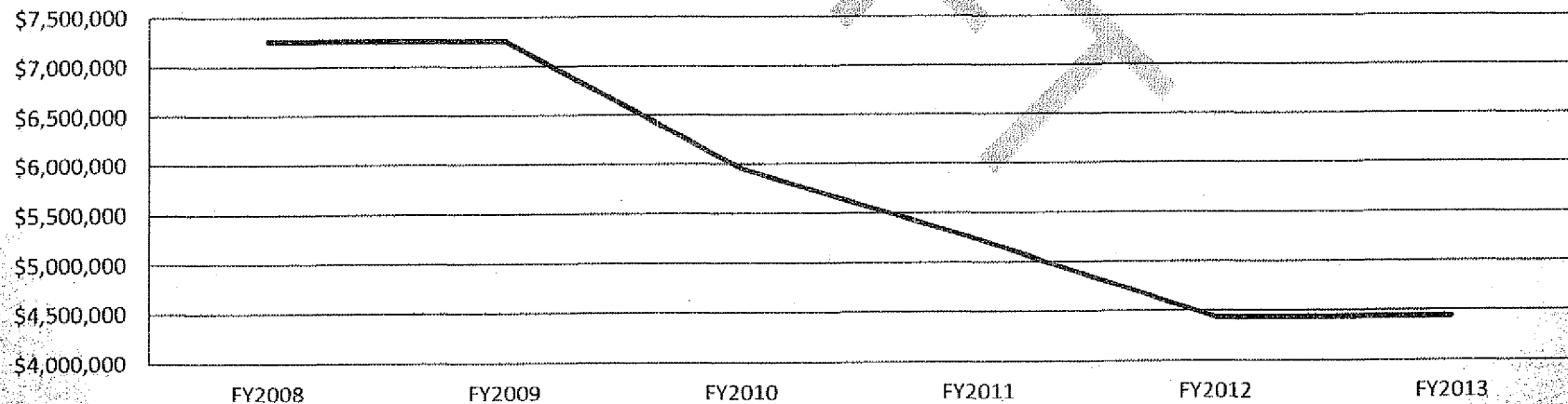
Local Government Fund

The Legislature is currently working on the State's FY2012/2013 Budget. The House Ways and Means committee passed the budget a couple weeks ago and forwarded it to the full House for their consideration. The Ways and Means version of the budget included no additional money for the LGF beyond the current level, but did include an additional \$30,000,000 for the County Transportation Committees (CTC). Certain members of the house attempted to move this money from the CTC to the LGF, but were unsuccessful.

This week the full House passed the budget with a 115-0 vote. In addition, just prior to passing the budget, the \$30,000,000 that was earmarked for the CTC was removed and placed into the State's unemployment tax fund (SUTA). An additional \$30,000,000 in the LGF would mean approximately \$725,000 in additional revenue for Florence County.

The chart below is a graphical representation of the LGF reduction.

**Florence County
Local Government Fund
FY2008-FY2013**



Tax Reform

In addition to the House's failure to fully fund the Local Government Fund, this week the House Republican Caucus also introduced a series of seven bills in an effort to begin reforming the tax structure of the State. Two of these bills have a direct impact on county property taxes.

H. 4993 would reduce the assessment rate on manufacturers to 6% from the current level of 10.5%. The impact of this bill would reduce Florence County General Fund property taxes by \$770,000 (1.8 mills).

H. 4998 would reduce the assessment rate on commercial, retail, and rental property to 5% from the current level of 6%. The impact of this bill would reduce Florence County General Fund property taxes by \$1,666,000 (3.9 mills).

No provision is included in either bill to "make the counties whole" from this loss.

By way of historical reference, in FY2002 the Legislature voted to begin reducing the assessment rate on vehicles from 10.5% to 6% over a period of seven years, with no replacement of revenue. This measure had the effect of reducing current year vehicle property tax revenue by \$2,130,000 (5.0 mills).

FY12 Non-Sustainable Budgets

As a direct result of the reduction in the Local Government Fund, the FY12 County Budget included a 3% across-the-board cut. This was in addition to the 1% and 2% cuts in FY10 and FY11, respectively.

Three departments in particular chose to absorb the 3% cut entirely in their operational budget, and did not reduce personnel in any way.

- **Magistrate**

The magistrates' FY12 operating budget is \$30,000 less than what was actually spent in FY10. In addition, the Chief Magistrate has been instructed by Court Administration to conduct additional jury trials and needs a minimum of \$10,000 to do so. He has asked for a written response whether this funding will be provided. Finally, no constable vehicle has been replaced in three years and the current budget level provides for no replacement in the foreseeable future.

- **Probate Judge**

The probate judge's FY12 operating budget is \$9,500 less (26.7%) than what was actually spent in FY10. This office has been operating with the same number of employees since at least FY1999/2000.

- **Human Resources**

The human resources FY12 operating budget is \$7,000 less (39.5%) than what was actually spent in FY10.

FY12 Non-Sustainable Budgets

In addition to these three departments, there are two other departments that, even with reductions in personnel, have incurred large reductions in their operating budgets as well.

- **Library**

The library's FY12 operating budget is \$67,000 less than what was actually spent in FY10. This is true even with the opening of three new branch libraries in the same period of time. As a result, the Library Director, in consultation with the Library Board, has begun closing all the library branches on selected weekends.

- **Recreation**

The recreation department's FY12 operating budget is \$48,000 less than what was actually spent in FY10.

FY12 Non-Sustainable Budgets

Also there are two departments that have incurred large reductions in their capital budgets.

- Sheriff's Office

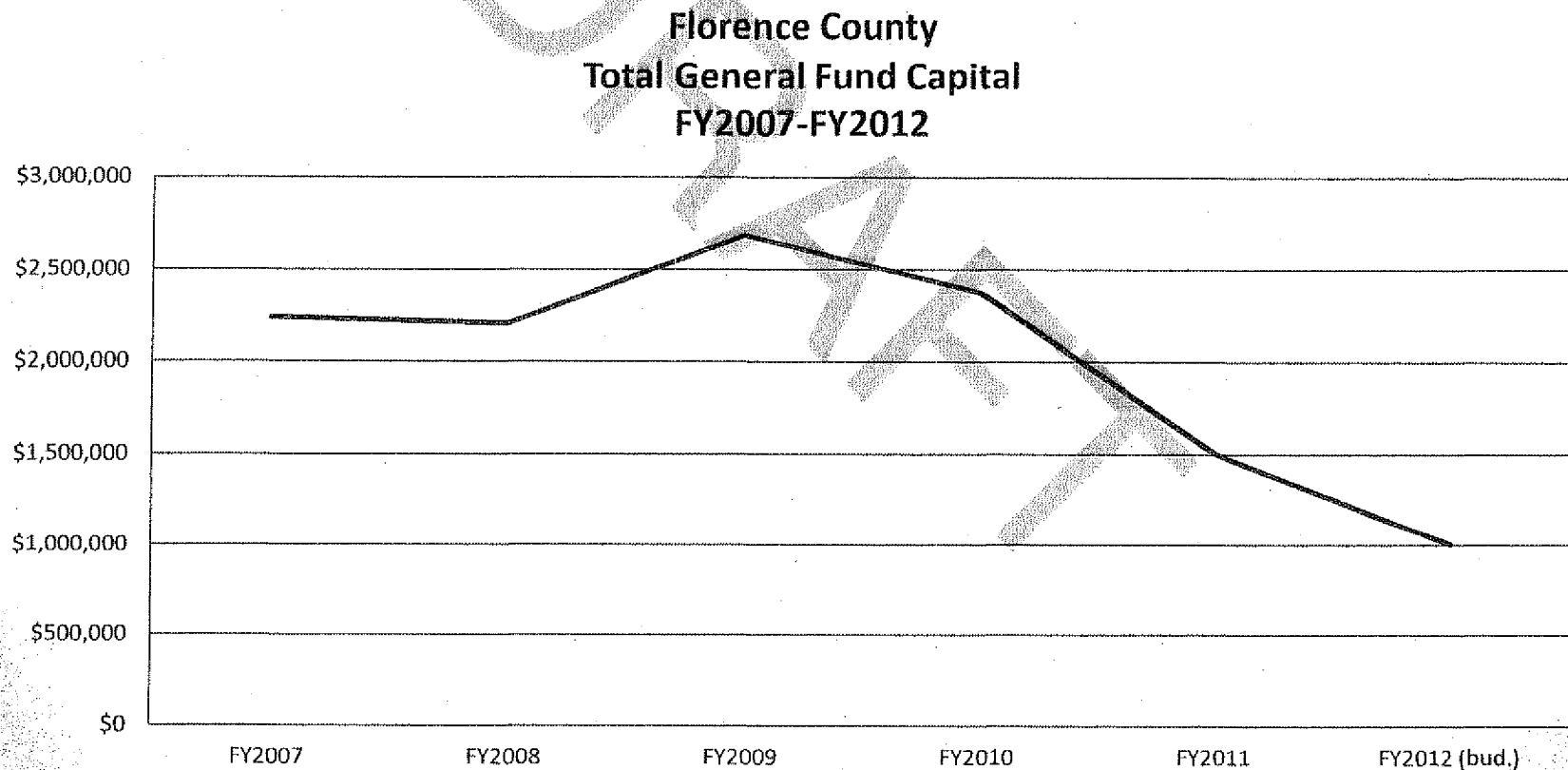
The sheriff's office FY12 vehicle budget is \$235,000 less (50.6%) than what was actually spent in FY10 and \$405,000 less than was spent in FY09. Given the large vehicle fleet of this office, it is necessary to replace 20-25 vehicles annually in order to keep the fleet sustainable and to keep maintenance costs down. The FY12 budget includes the replacement of only 10 vehicles.

- Information Technology (IT)

The IT department's FY12 capital budget is only \$31,000, compared to \$375,000 and \$234,000 being spent in FY09 and FY10, respectively. This budget level provides for personal computer replacement only as machines cease to function.

FY12 Non-Sustainable Budgets

The following chart shows the total capital expenditures in the General Fund for the past five fiscal years, plus what has been budgeted for the current fiscal year.



FY12 Budget Projection

In the FY12 General Fund budget, no fund balance was used to balance the budget, as was true in previous fiscal years. Therefore, ordinarily, as a result of salary savings realized through natural attrition, we would expect a surplus of between \$500,000 to \$750,000.

However, with the loss of investment earnings, which were budgeted at \$600,000 in the current fiscal year, we should finish the year at a near break even point or maybe realize a small surplus of \$250,000.

Therefore, there is no fund balance available to be used to balance the FY13 budget.

Flexibility Proviso

Included in the current FY2011/12 State Budget is Proviso 86.8, which the Association of Counties refers to as the "Flexibility Proviso." This proviso states:

86.8. (AS-TREAS: Flexibility) *For Fiscal Year 2011-2012, a political subdivision receiving aid from the Local Government Fund may reduce its support to any state mandated program or requirement, by up to a percentage equal to the percentage reduction in the actual amount appropriated to the Local Government Fund as compared to the amount required to be appropriated pursuant to Section 6-27-30.*

The Local Government Fund was funded at a level 22.6% below the full funding level for FY2011/12. Therefore the County could theoretically reduce the budget for Clerk of Court, Solicitor, Probate Judge, Public Defender, Magistrates, and Veterans Affairs, as well as the direct cash payments to DHEC (Health Department), Medically Indigent Assistance Program (MIAP), and to SCDSS for their phone bill, by this 22.6%.

However, reducing the Solicitor and Public Defender budgets, for instance, would have a direct result on our County jail population.

Flexibility Proviso

This proviso has been modified in the current version of the FY2012/13 to read:

For FY 2012-13, a political subdivision receiving aid from the Local Government Fund may reduce its support to any state mandated program or requirement, by up to a percentage equal to the percentage reduction in the actual amount appropriated to the Local Government Fund as compared to the amount required to be appropriated pursuant to §6-27-30. Excluded from said reductions are Administrative Law Judges and their offices, Court of Appeals and their offices, Circuit and Family Courts and their offices, Magistrates and their offices, Masters-in-Equity and their offices, Probate Courts and their offices, Public Defenders and their offices, Solicitors and their offices, and the Supreme Court and their offices.

This would mean that in the FY2012/13 budget, the only items the County could reduce would be the direct cash payments to DHEC (Health Department), Medically Indigent Assistance Program (MIAP), and to SCDSS for their phone bill.

Therefore, one measure that Council could consider would be to reduce these three items by 22.6% in the current year FY2011/12 budget and include this in the year-end budget amendment. This would save the County only \$100,000, but would send a message regarding our desire for full-funding of the LGF.

FY2012/13 Budget

In balancing the FY2012/13 General Fund budget, it is the goal to start with the same budget as the FY2011/12 budget. (The submitted requests for FY2012/13 exceed the FY2011/12 budget level by over \$2,000,000.)

The following is a "shopping list" of some items, along with the cost of each, for Council's consideration as additions to the FY2012/13 budget:

2% cost of living increase	\$560,000	1.3 mills
10 additional vehicles for FCSO	\$250,000	0.6 mills
Additional equipment for IT	\$200,000	0.5 mills
2 vehicles for constables	\$ 50,000	0.1 mills
Wellness Program	\$120,000	0.3 mills
Public Information Officer/Updated website	\$ 70,000	0.2 mills
Sustainable capital budget	\$700,000	1.6 mills
Sustainable operating budget	\$161,500	0.4 mills
(Magistrate, Probate Judge, Human Resources, Library, & Recreation)		
Total	\$2,111,500	5.0 mills

FY2012/13 Budget

Cost of Living Considerations

- The current FY2012/13 State budget contemplates a 2.0% cost of living increase for all state employees.
- The employee percentage contribution to the State Retirement System is scheduled to increase by 0.5% on July 1, 2012 and by 0.5% on July 1, 2013.
- The last cost of living increase for County employees was in the FY2008/09 budget. No increase has been funded for the past three fiscal years.
- The employee Social Security 2% tax cut currently expires on January 1, 2013.
- The current FY2011/12 budget projected a 1.5% cost of living increase in the FY2012/13 budget. (see page xvi of current budget book)

FY2012/13 Budget Options

If the Legislature were to fully fund the LGF in the FY2012/13 budget, Florence County would receive an additional \$1,700,000 in funding – more than enough to buy everything on the “shopping list.” However, the current budget includes no additional funding for the LGF, leaving the County with three options:

- The “nuclear option” – Under the “flexibility proviso”, Council could amend the current FY2011/12 budget and reduce all state mandated budgets by 22.6%. This would save the County \$1,650,000. However, in reality, this is not a viable option.
- Keep the FY2012/13 budget at the same level as the FY2011/12 budget. However, as illustrated previously, the current FY2011/12 budget is not sustainable. This option merely postpones the issue until next year.
- Increase millage to cover the items Council wishes to add to the FY2012/13 budget above the FY2011/12 budget level. One creative way to present this millage increase would be to add a line on the tax notice as “State Unfunded Mandates.” The current cost of state mandates above the LGF funding is 6.7 mills. Council could then propose a 4 mill increase, for instance, and effectively reduce General Fund millage by 2.7 mills on the tax notice as illustrated on the next slide.

Millage Rate Illustration

If Council were to adopt option #3 on the previous slide, the County millage rates on the property tax notice for TY2012 would change from TY2011 as follows:

	TY2011	TY2012
County General	22.8	20.1
Law Enforcement	31.5	31.5
Emergency Management	5.8	5.8
Senior Center	0.9	0.9
County Library	7.9	7.9
County Bonds	8.0	8.0
State Unfunded Mandates	0.0	6.7
Total	76.9	80.9

FCSO Sustainability

Budget submitted is equal to last year; however, we have two critical areas that have surfaced that we cannot absorb.

Information Technology:

1. Annual Maintenance Contract for NWS \$107,000 (RMS/JMS System)
With 5 years past, we now have to begin paying for the annual maintenance, which will include upgrades and/or modification to the system.
2. Computer Equipment \$ 55,000
Due to constraints on the County IT Department, the user departments are responsible for computer infrastructure costs & equipment replacement. As outlined in the IT County wide budget meeting, their budget for computer replacements is \$25,000 that equates to 4 MDU's; currently the Patrol Division needs 13 antiquated MDU's replaced due to non-compatibility in software.

Vehicle Cost:

1. Fuel Increase – \$77,345 (estimated increase)
We patrol over 800 square miles and average using 225,000 gallons of fuel annually travelling nearly 4 million miles in service to Florence County. Fleet size has been cut to bare minimum, vehicle idling policy is in place, and Administrative staff follow-up with phone calls where feasible in an effort to conserve fuel.
2. Replacement of Capital
APWA guidelines recommend replacement of 31 vehicles (18 marked, 8 unmarked and 5 special purpose) annually. Realistically, that would prove efficient fleet management, but is not feasible. Consequently, with vehicle maintenance costs now being charged to departments, it will take several years to determine an accurate annual budget. If fleet rotation is not done as scheduled, we may incur additional non-contractual cost for repairs. As criteria was met within federal guidelines, we have purchased some vehicles from the Federal Equitable Sharing Funds; but these funds cannot be budgeted nor considered as a revenue stream, and cannot replace or supplant resources.

Balancing budgets require two basic tactics: expanding revenue and cost cutting.

In August of 2009, a cost allocation study was completed to identify indirect cost. This plan was used to renegotiate the Federal Jail Per Diem Rate resulting in an increase from \$42.46 to \$52.00 in January 2010 and adding a Federal Transportation Contract. The following year, we updated the cost allocation plan for the SRO Program to include all indirect cost in providing SRO's to the School Districts. This trued up actual cost and helped in contract negotiations.

****This plan is still being updated periodically and used by Finance for other projects throughout the county.**

Cost effective measure taken:

- Replacement of Chillers at FCDC with a green energy solution leaving a smaller carbon foot print
- Water filtration system on the Cooling Tower
- Facility conversion from Propane to Natural Gas
- Upgrade in Pharmacy finding a viable alternative and cost effective method of medication packaging, reduced the monthly cost of medications, continues to save personnel hours and improve efficiency
- Hiring freezes, delaying capital purchases, analyzing contracts for savings, and utilizing inmate labor

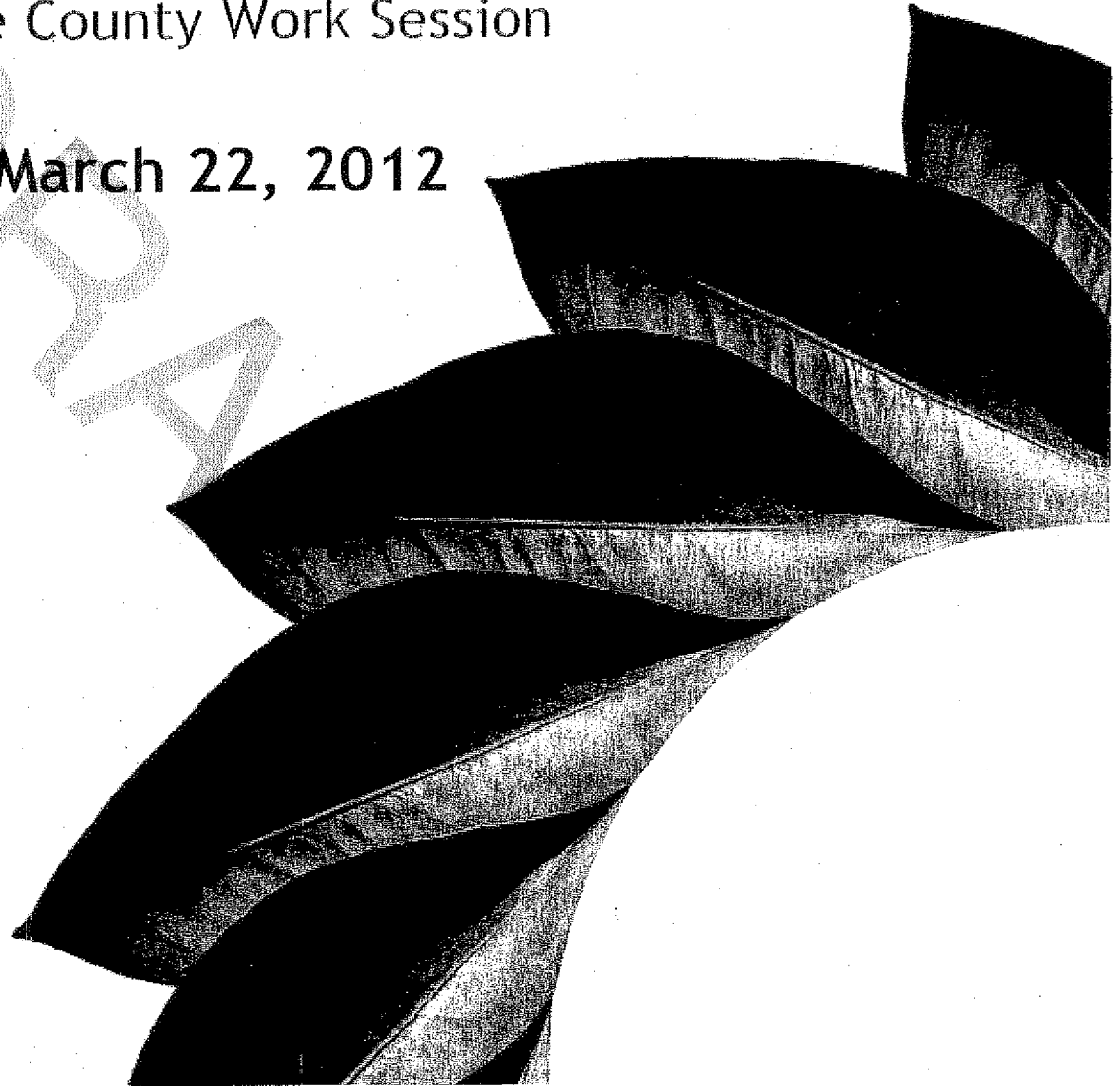
All of this resulted in savings that has helped continue the overall operations of the facility. Public safety operates 24/7; we house roughly 400 inmates per day, serve 438,000 meals per year, wash and dry 650,000 pounds of laundry annually and employ 235 individuals. Given all this, our impact of reductions has been in capital, but most importantly personnel. Council stepped up to the plate and allocated funding for 5 deputies only to have them cut due to the severe reduction in the LGE. In all actuality, we are understaffed, just like most other departments, but failure to fund the FCSO at a sustainable budget will continually impact the level of services we provide and the personnel it takes to operate our facility.

Florence County Solid Waste Planning

Florence County Work Session

March 22, 2012

THINK GREEN.®



Presentation Outline

Operations

Past: 1985 Unmanned Dumpsites (40 YD Roll Off and 8 YD Front Load)

Present: 15 Staffed Convenience Centers

Future: Curbside Collection Services

Present Contract of Services

Solid Waste and Disposal: Practices/Protocol, CPI, Fuel Surcharge, Fix Monthly Rate, Term

Billing and Funding Practices

Present Conditions: Florence

Sample Counties (SC and NC)

-SC: Charleston, Richland, Clarendon, Orangeburg, Lexington

-NC: Pitt, Craven

Next Steps

Solid Waste Committee and Community Input

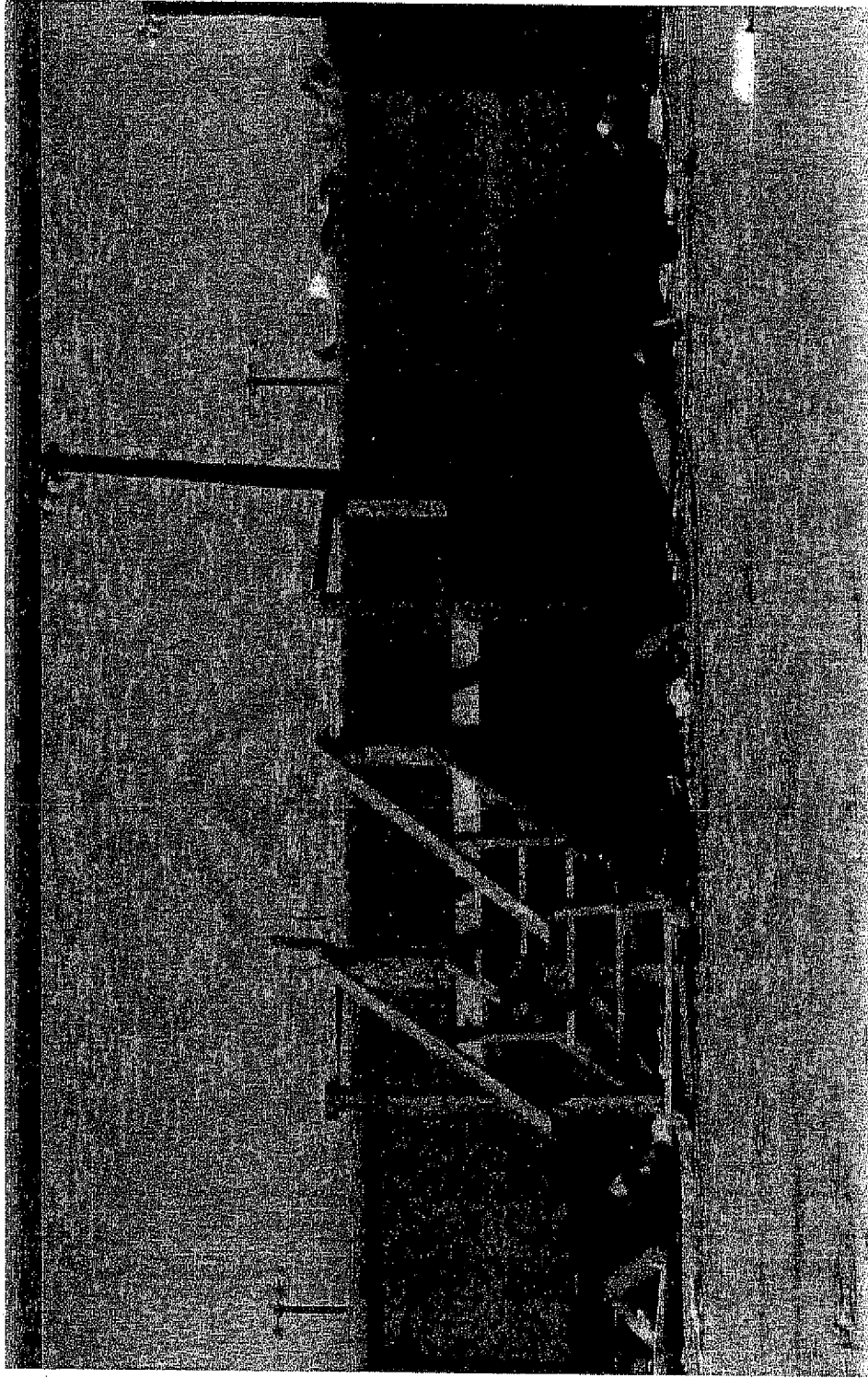
Service Planning

Funding Structure



Past Collection Techniques 1985

Unstaffed Roll Off and Dumpster Sites



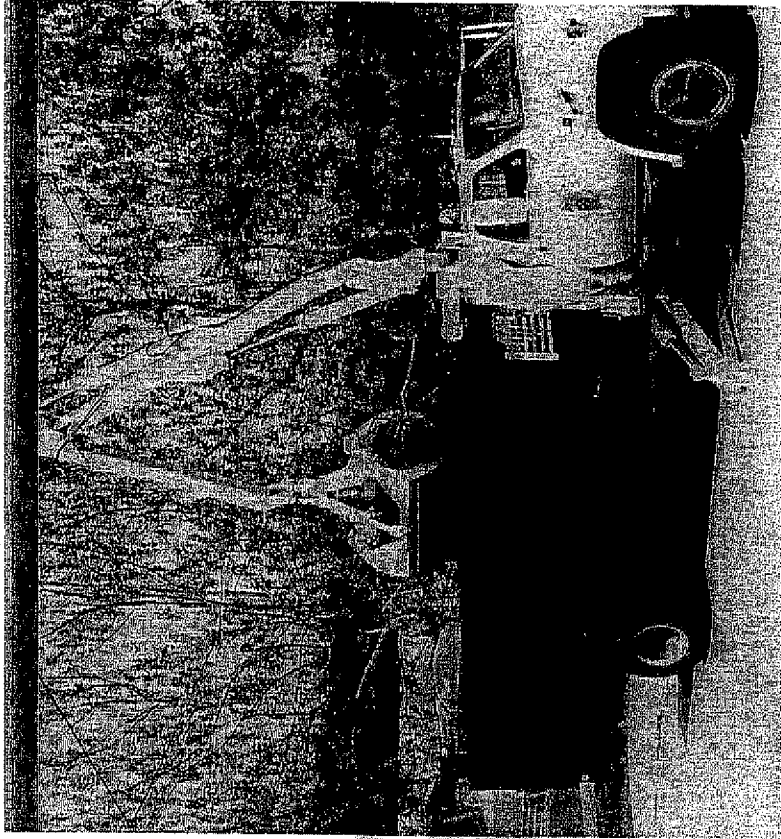
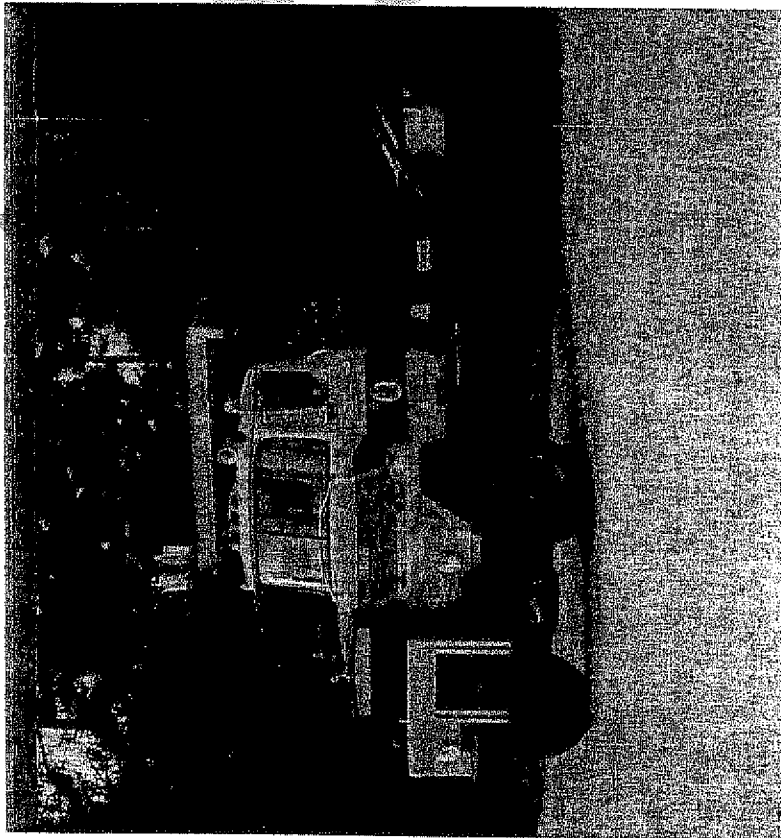
Past Collection Techniques 1985

Unstaffed Roll Off and Dumpster Sites



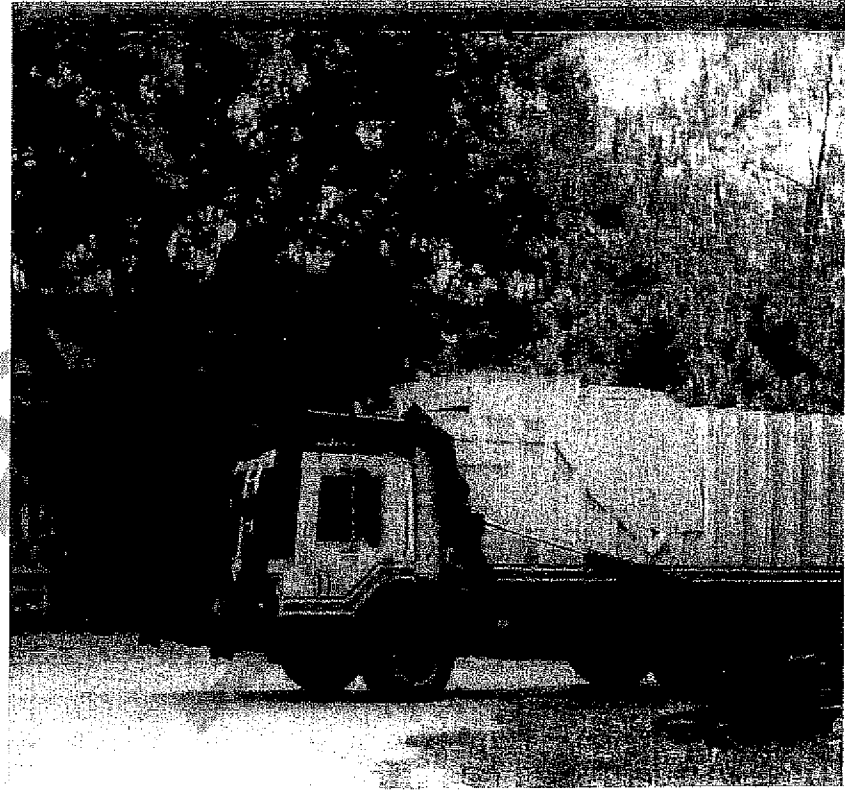
Past Collection Techniques 1985

Equipment



Past Collection Techniques

ARS Office and Equipment



Fees 1994

Landfill Closes/Transfer Station Opens 1995

WEDNESDAY

FLORENCE MORNING NEWS

October 19, 1994

Volume 72, No. 292

50 cents

D/V

Disposal fee coming

Charge on households, businesses to fund Florence Co. landfill closure

By April Nance

Morning News staff writer

FLORENCE — A solid waste disposal fee will be put in tax notices sent to Florence County residents in the next few weeks — including property owners in the city.

County households will pay \$27.19 a year while city households will pay \$21.62. City households pay a lower amount because city yard waste is not taken to the landfill. Commercial tip-pers will pay \$27 per ton each year.

The fees will go toward finalizing closure on Florence County's existing landfill and toward building a new landfill. HDR, a Charlotte-based engineering firm, has been contracted by the

county for closure and building a new landfill.

The county has until October of 1995 to build a landfill which meets the Subtitle D standards outlined by the Department of Health and Environmental Control. The current landfill does not meet these standards.

The County Council will issue the fee attached to the tax notice under the assumption that the city will not sign a contract with American Refuse Systems to handle city waste.

In late August, the Morning News reported that Florence City Council accepted an eight-year contract with ARS. County Council Chairman K.G. "Rusty" Smith said City Manager Tommy Edwards said the city has not yet signed a contract with ARS.

If the city does pull out and sign with ARS, the county contends that city residents still will have to pay for closure of the existing landfill, which the city has used. The total cost of closure for city households will be \$36.05. The \$21.62 the city will be charged in January will be subtracted from this amount. City residents will be charged the difference of \$14.43 in 1996 if it contracts with ARS.

Chris Clover, finance director of Florence County, said if the city of Florence chooses not to participate, the fees will have to be readjusted after three or four years instead of the intended 7 years.

Council members are hopeful that the city will not find it necessary to sign with ARS, said Clover.

"This is a very positive move getting

on with the business of Florence County. It is the best decision in the long term interest of Florence County," said County Councilman Grady L. Greer.

Greer, along with Chris Clover and Claude Graham, the county administrator, developed the option which included the reduced fee attached to the tax notice.

During the meeting the council decided to proceed with the process to obtain a permit issued by DHEC to build a Subtitle D landfill.

The council also decided to enter into an agreement with other counties including Horry and Georgetown to exchange ideas on solid waste management.

WM
WASTE MANAGEMENT

Page 7

THINK GREEN.

Present Contract Services; 2012

15 Staffed Convenience Centers

- Materials Collected

- Solid Waste
- White Goods
- Oil
- Tires
- Yard Waste
- Billing Practices
- Single Stream Recycling
- Brown Goods
- Batteries
- Construction Debris

Billing Practices

Florence

Staffed Convenience Center: Sites and Disposal

Materials: MSW, RCY, YW, Bulky, WG, C and D, Oil, Batteries

Funding: County Fee plus General Fund

Fee Exemptions: Municipalities Exempt (Lake City nor MFD)

Users: County and City Residents

Commercial: Private Arrangement (County and Cities)

Waste Management Billing: Collections and Disposal

-Fixed Annual Rate Regardless of Volume

-Adjusted Annually by CPI ; 75 % of Index

Billing Practices

South Carolina

Charleston County

- Fee \$ 105.00 per home
- Services:
 - 12 Staffed Centers
MSW-RCY-Tires-WG-C&D
 - Curbside Recycling Collections
- Exemptions:
 - Cities (General Fund Collections)
 - Commercial (\$ 75/ton)
- Discounts:
 - Multi-Family (\$69.00 Fee)
- Other Income
 - General Fund, Landfill Fees, Other

Richland County

- Fee \$ 249.00 per home
- Services
 - 7 Centers; 2 Staffed-5 Unstaffed
RCY-Tires-YW
- Curbside Collections
 - Solid Waste and Recycling (County Carts/Bins)
 - 4 Zones; 3 Haulers (Fixed Rate)
- Exemptions
 - Municipalities
 - Multi Family Dwellings
 - Handicap
- Other Income
 - Regional Landfills Income

Billing Practices

South Carolina

Clarendon County

and Orangeburg County

- Fee: None (Tax Base)
- Services:
 - 12 Staffed Centers
MSW-RCY-Tires-WG-C&D-Oil
- Exemptions: None
- Discounts: None
- Municipalities Provide Svcs.

Lexington County

- Fee: None (Tax Base Fund)
- Services:
 - 11 Staffed Centers
MSW-RCY-Tires-WG-C&D
 - Curbside and Recycling Collections
Franchised Two Haulers (Additional Fee \$16-\$ 21)
- Exemptions: None
- Discounts: None

Billing Practices

North Carolina

Pitt County

\$ 71 per household

14 Staffed Convenience Centers

County and Cities "Recycling Fee"

No Exemptions

Other Funding Sources: LF, Grants, Recycle Income

Cities or Private Haulers Charge Curbside Services

No Residential Disposal Fee (Includes MFD)

Commercial by Individual Arrangement

Craven County

\$ 36.00 per household

30,000 hhd Countywide Curbside Recycling and

7 Staffed Convenience Centers

County Curbside Services: Stickers \$ 2.00 per bag

City Services: Provided by Municipality for Fee

Commercial ; Individual Arrangement

Other Sources: General Fund and Tipping Fees

Future Steps

Education

Funding Planning

- a. User Fee and/or General Fund
- b. User Identification
Municipalities-Multi-Family Dwellings
- c. Exemption Planning

Solid Waste Advisory Committee

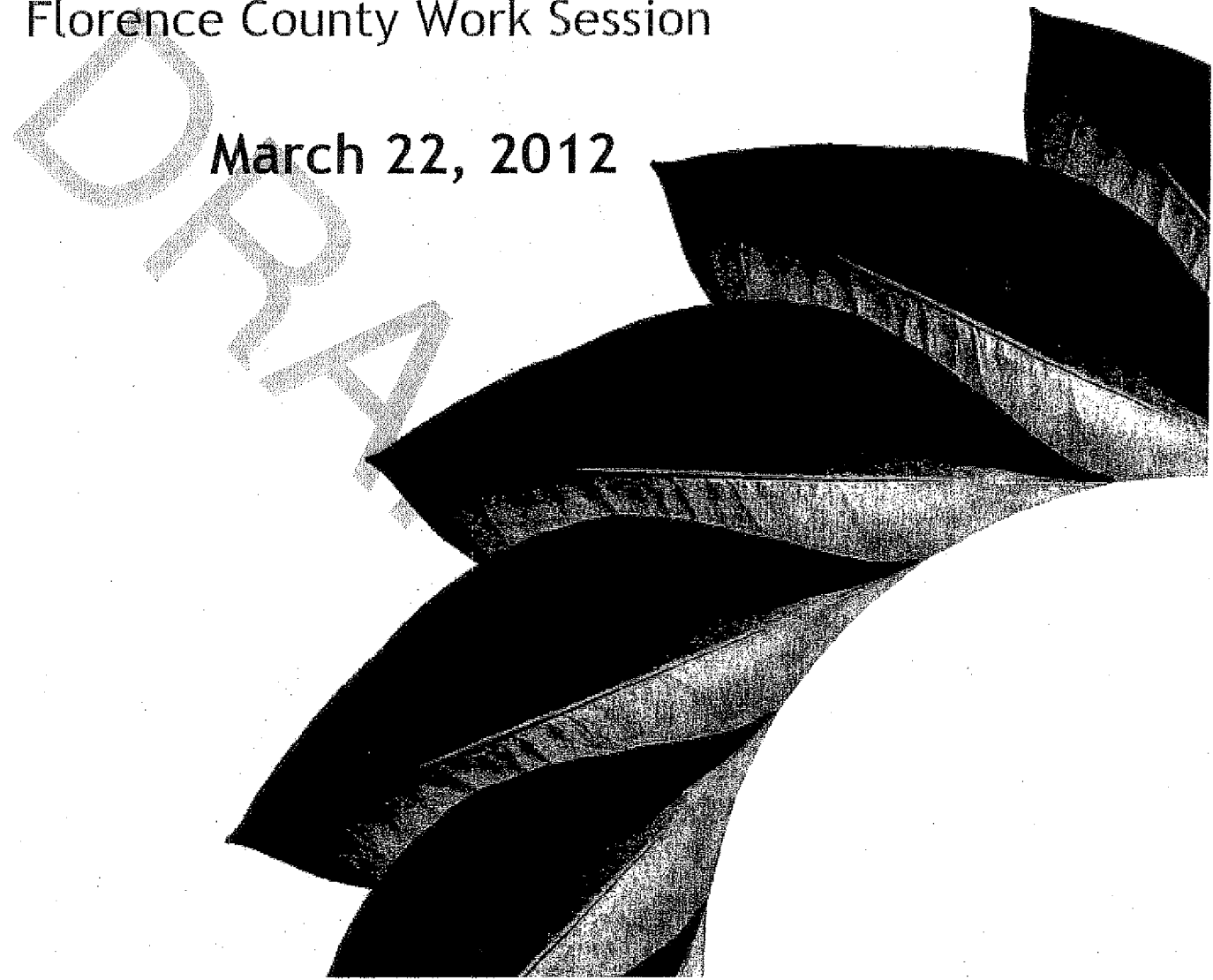
- a. Planning 2012-2014
 - Funding Planning (Enterprise or General Fund)
 - Public Education
 - Services: Status Quo; Curbside Collections
- b. Services 2014-2024
 - Curbside Services (County/Cities plus County)
 - Services: MSW. RCY plus SCC: YW, C & D, etc.

Florence County Solid Waste Planning

Florence County Work Session

March 22, 2012

THINK GREEN.®



Presentation Outline

Operations

Past: 1985 Unmanned Dumpsites (40 YD Roll Off and 8 YD Front Load)

Present: 15 Staffed Convenience Centers

Future: Curbside Collection Services

Present Contract of Services

Solid Waste and Disposal: Practices/Protocol, CPI, Fuel Surcharge, Fix Monthly Rate, Term

Billing and Funding Practices

Present Conditions: Florence

Sample Counties (SC and NC)

-SC: Charleston, Richland, Clarendon, Orangeburg, Lexington

-NC: Pitt, Craven

Next Steps

Solid Waste Committee and Community Input

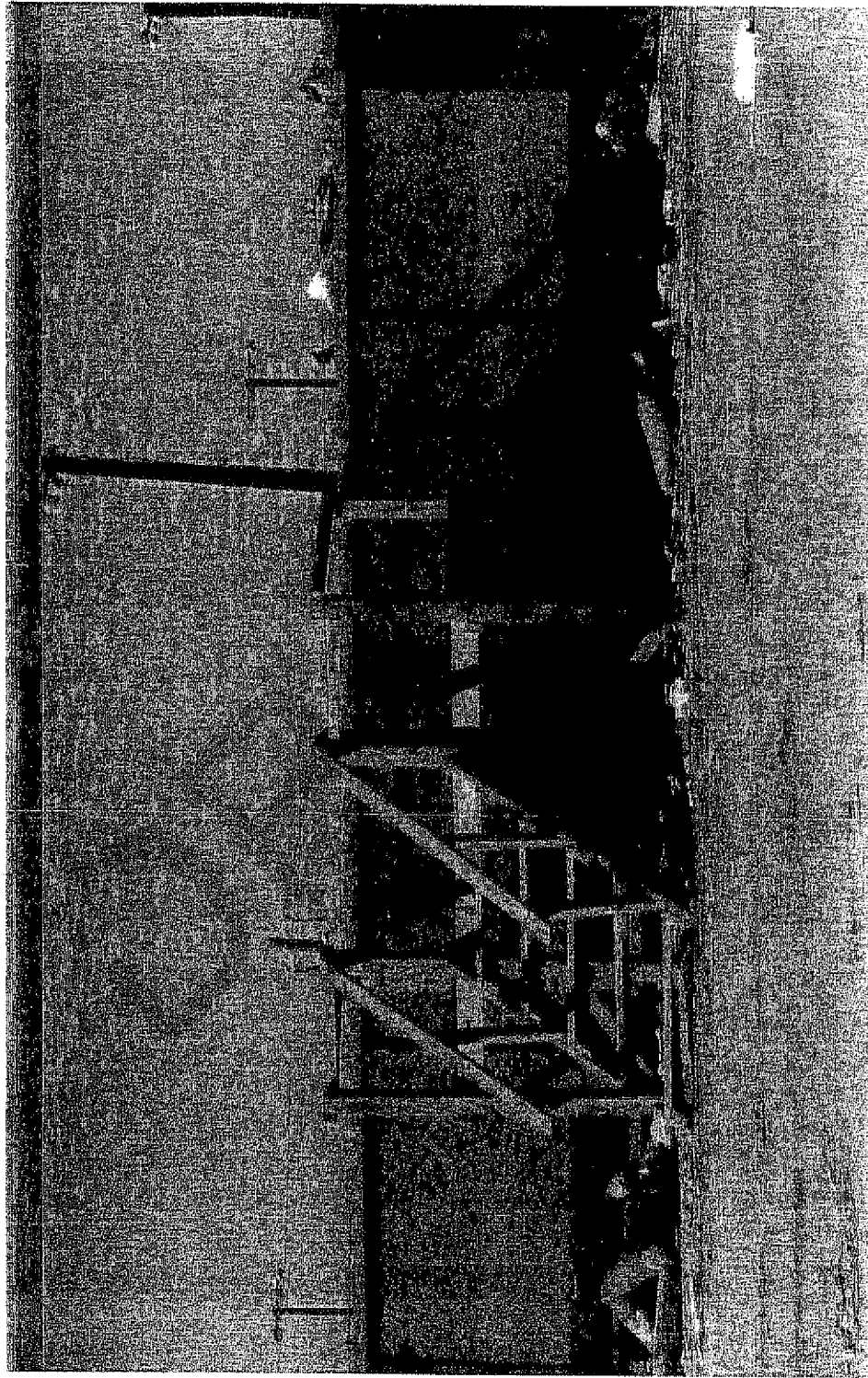
Service Planning

Funding Structure



Past Collection Techniques 1985

Unstaffed Roll Off and Dumpster Sites



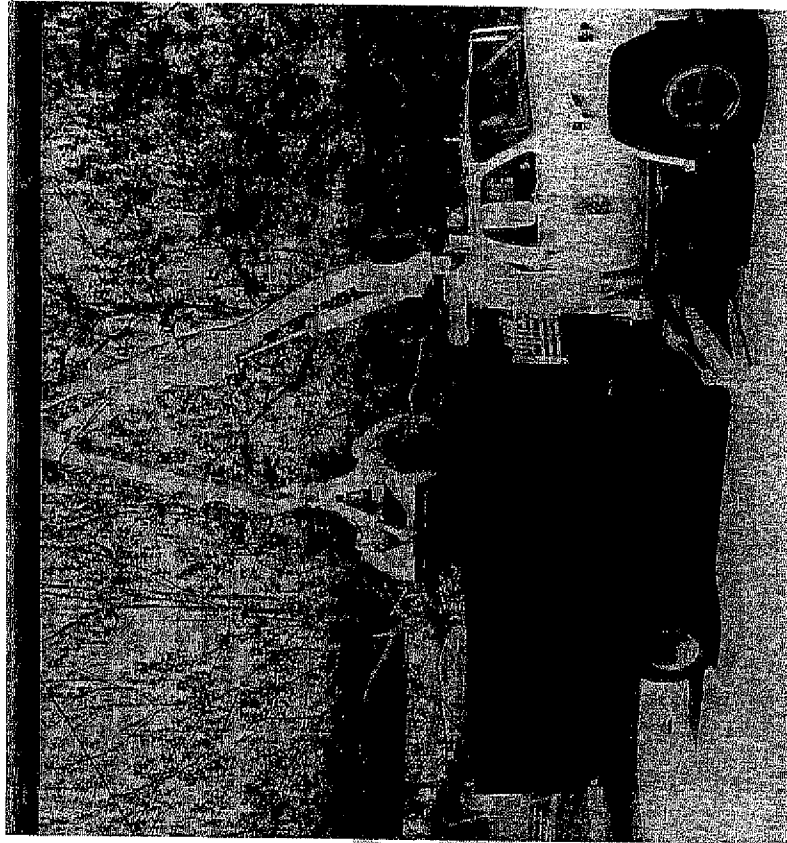
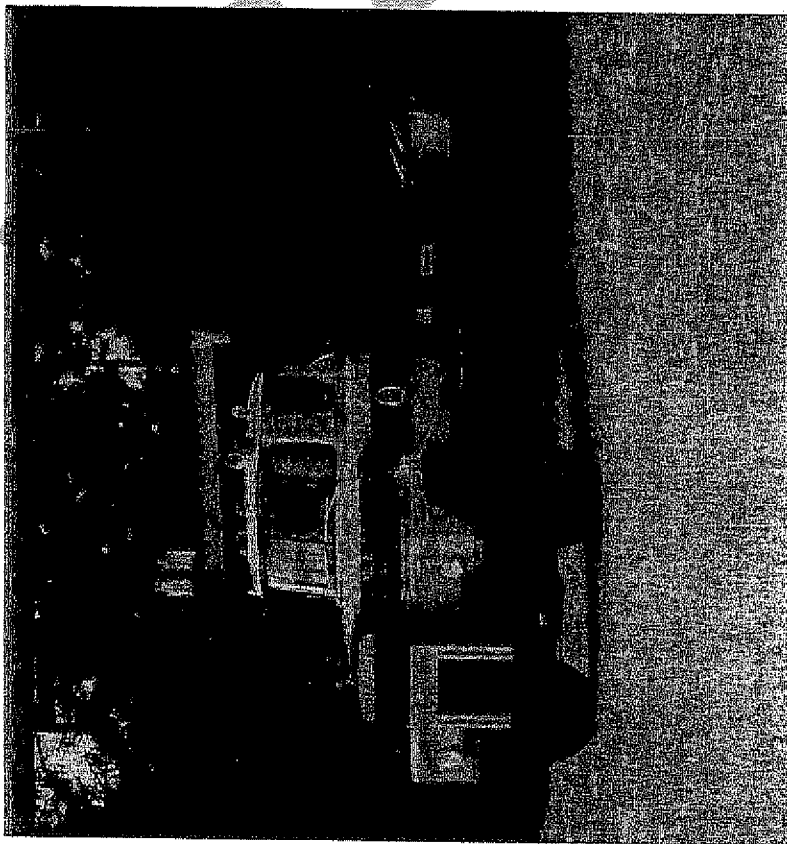
Past Collection Techniques 1985

Unstaffed Roll Off and Dumpster Sites



Past Collection Techniques 1985

Equipment



Past Collection Techniques

ARS Office and Equipment



Fees 1994

Landfill Closes/Transfer Station Opens 1995

WEDNESDAY

FLORENCE MORNING NEWS

October 19, 1994

Volume 72, No. 292

50 cents

D/V

Disposal fee coming

Charge on households, businesses to fund Florence Co. landfill closure

By April Nance
Morning News staff writer

FLORENCE — A solid waste disposal fee will be put in tax notices sent to Florence County residents in the next few weeks — including property owners in the city.

County households will pay \$27.19 a year while city households will pay \$21.62. City households pay a lower amount because city yard waste is not taken to the landfill. Commercial tip-pers will pay \$27 per ton each year.

The fees will go toward finalizing closure on Florence County's existing landfill and toward building a new landfill. HDR, a Charlotte-based engineering firm, has been contracted by the

county for closure and building a new landfill.

The county has until October of 1994 to build a landfill which meets the Subtitle D standards outlined by the Department of Health and Environmental Control. The current landfill does not meet these standards.

The County Council will issue the fee attached to the tax notice under the assumption that the city will not sign a contract with American Refuse Systems to handle city waste.

In late August, the *Morning News* reported that Florence City Council accepted an eight-year contract with ARS. County Council Chairman R.G. "Rusty" Smith said City Manager Tommy Edwards said the city has not yet signed a contract with ARS.

If the city does pull out and sign with ARS, the county contends that city residents still will have to pay for closure of the existing landfill, which the city has used. The total cost of closure for city households will be \$36.05. The \$21.62 the city will be charged in January will be subtracted from this amount. City residents will be charged the difference of \$14.43 in 1996 if it contracts with ARS.

Chris Clover, finance director of Florence County, said if the city of Florence chooses not to participate, the fees will have to be readjusted after three or four years instead of the intended 7 years.

Council members are hopeful that the city will not find it necessary to sign with ARS, said Clover.

"This is a very positive move getting

on with the business of Florence County. It is the best decision in the long term interest of Florence County," said County Councilman Grady L. Greer.

Greer, along with Chris Clover and Claude Graham, the county administrator, developed the option which included the reduced fee attached to the tax notice.

During the meeting the council decided to proceed with the process to obtain a permit issued by DHEC to build a Subtitle D landfill.

The council also decided to enter into an agreement with other counties including Horry and Georgetown to exchange ideas on solid waste management.

WM
WASTE MANAGEMENT

Present Contract Services; 2012

15 Staffed Convenience Centers

- Materials Collected

- Solid Waste
- White Goods
- Oil
- Tires
- Yard Waste
- Billing Practices
- Single Stream Recycling
- Brown Goods
- Batteries
- Construction Debris

Billing Practices

Florence

Staffed Convenience Center: Sites and Disposal

Materials: MSW, RCY, YW, Bulky, WG, C and D, Oil, Batteries

Funding: County Fee plus General Fund

Fee Exemptions: Municipalities Exempt (Lake City nor MFD)

Users: County and City Residents

Commercial: Private Arrangement (County and Cities)

Waste Management Billing: Collections and Disposal

-Fixed Annual Rate Regardless of Volume

-Adjusted Annually by CPI ; 75 % of Index



Billing Practices

South Carolina

Charleston County

- Fee \$ 105.00 per home
- Services:
 - 12 Staffed Centers
MSW-RCY-Tires-WG-C&D
 - Curbside Recycling Collections
- Exemptions:
 - Cities (General Fund Collections)
 - Commercial (\$ 75.ton)
- Discounts:
 - Multi-Family (\$69.00 Fee)
- Other Income
 - General Fund, Landfill Fees, Other

Richland County

- Fee \$ 249.00 per home
- Services
 - 7 Centers; 2 Staffed-5 Unstaffed
RCY-Tires-YW
 - Curbside Collections
Solid Waste and Recycling (County Carts/Bins)
4 Zones; 3 Haulers (Fixed Rate)
- Exemptions
 - Municipalities
 - Multi Family Dwellings
 - Handicap
- Other Income
 - Regional Landfills Income

Billing Practices

South Carolina

Clarendon County

and Orangeburg County

- Fee: None (Tax Base)
- Services:
 - 12 Staffed Centers
MSW-RCY-Tires-WG-C&D-Oil
- Exemptions: None
- Discounts: None
- Municipalities Provide Svcs.

Lexington County

- Fee: None (Tax Base Fund)
- Services:
 - 11 Staffed Centers
MSW-RCY-Tires-WG-C&D
 - Curbside and Recycling Collections
Franchised Two Haulers (Additional Fee \$16-\$ 21)
- Exemptions: None
- Discounts: None

Billing Practices

North Carolina

Pitt County

\$ 71 per household

14 Staffed Convenience Centers

County and Cities "Recycling Fee"

No Exemptions

Other Funding Sources: LF, Grants, Recycle Income

Cities or Private Haulers Charge Curbside Services

No Residential Disposal Fee (Includes MFD)

Commercial by Individual Arrangement

Craven County

\$ 36.00 per household

30,000 hhd Countywide Curbside Recycling and

7 Staffed Convenience Centers

County Curbside Services: Stickers \$ 2.00 per bag

City Services: Provided by Municipality for Fee

Commercial ; Individual Arrangement

Other Sources: General Fund and Tipping Fees

Future Steps

Education

Funding Planning

- a. User Fee and/or General Fund
- b. User Identification
Municipalities-Multi-Family Dwellings
- c. Exemption Planning

Solid Waste Advisory Committee

- a. Planning 2012-2014
 - Funding Planning (Enterprise or General Fund)
 - Public Education
 - Services: Status Quo; Curbside Collections
- b. Services 2014-2024
 - Curbside Services (County/Cities plus County)
 - Services: MSW. RCY plus SCC: YW, C & D, etc.

	07/08 totals	08/09 totals	09/10 totals	10/11 totals		First six months of 11/12
NUMBER OF WEEKEND INMATES USED	447	392	436	288		0
NUMBER OF WEEKDAY INMATES USED	417	189	128	63		16
NUMBER OF BAGS OF TRASH PICKED UP	6935	4567	4049	3037		75
NUMBER OF TIRES PICKED UP	505	136	92	116		0
TOTAL POUNDS PICKED UP	94625	81760	62943	48339		1125
NUMBER OF MILES OF ROADS CLEANED	401.1	285.5	285.5	212		0
DAYS CUTTING GRASS	14	9	7	4		2
DAYS PICKING UP LITTER	78	54	51	34		1
DAYS FOR MISCELLANEOUS	18	10	11	12		8
NUMBER OF LITTER CITATIONS WRITTEN	59	52	71	60		80
LITTER FINES COLLECTED	\$13,062.00	\$13,117.00	\$13,924.00	\$12,491.20		\$12,578.25
AVERAGE LITTER FINE PER CITATION	\$221.39	\$252.25	\$232.07	\$208.19		\$157.23
MAXIMUM LITTER FINE ALLOWED	\$473.00	\$473.00	\$473.00	\$473.00		\$473.00
IF MAXIMUM FINE WAS ASSESSED ON EACH CITATION	\$27,907.00	\$24,596.00	\$33,583.00	\$28,380.00		\$37,840.00

	07/08 Total	08/09 totals	total 09-10	totals 10-11	First six month totals of 11-12
NUMBER OF REQUEST FOR SERVICES	6163	8143	7281	7357	4364
NUMBER OF ANIMAL CITATIONS WRITTEN	719	503	562	437	299
ANIMAL FINES COLLECTED	\$30,909.85	\$22,458.80	\$34,397.00	\$22,121.92	\$16,840.20
NUMBER OF ANIMALS BROUGHT IN TOTAL	4427	5003	5009	5166	2964
NUMBER OF DOGS PICKED UP	2642	2710	2585	2797	1448
NUMBER OF CATS PICKED UP	1785	2348	2324	2368	1519
NUMBER OF ANIMALS EUTHANISED	4029	4584	4734	5021	2774
NUMBER OF DOGS EUTHANISED	2274	2462	2434	2663	1305
NUMBER OF CATS EUTHANISED	1757	2322	2300	2358	1569
NUMBER OF ANIMALS RECLAIMED	261	180	127	141	94
NUMBER OF ANIMALS ADOPTED TOTAL	100	94	171	99	108
NUMBER OF CATS ADOPTED	16	10	61	12	2
NUMBER OF DOGS ADOPTED	84	84	110	87	106
NUMBER OF ANIMAL BITES INVESTIGATED	274	281	133	0	0
TIRE PERMIT FEES COLLECTED	\$4,400.00	\$4,300.00	\$3,600.00	\$2,400.00	\$1,100.00
NUMBER OF WEEKEND INMATES USED	447	392	436	288	0
NUMBER OF WEEKDAY INMATES USED	417	189	128	63	16
NUMBER OF BAGS OF TRASH PICKED UP	6935	4567	4049	3037	75
NUMBER OF TIRES PICKED UP	505	136	92	116	0
TOTAL POUNDS PICKED UP	94625	81760	62943	48339	1125
NUMBER OF MILES OF ROADS CLEANED	401.1	285.5	285.5	212	0
DAYS CUTTING GRASS	14	9	7	4	2
DAYS PICKING UP LITTER	78	54	51	34	1
DAYS FOR MISCELLANEOUS	18	10	11	12	8
NUMBER OF LITTER CITATIONS WRITTEN	59	52	71	60	80
LITTER FINES COLLECTED	\$13,062.00	\$13,117.00	\$13,924.00	\$12,491.20	\$12,578.25
AVERAGE LITTER FINE PER CITATION	\$221.39	\$252.25	\$232.07	\$208.19	\$157.23
MAXIMUM LITTER FINE ALLOWED	\$473.00	\$473.00	\$473.00	\$473.00	\$473.00
IF MAXIMUM FINE WAS ASSESSED ON EACH CITATION	\$27,907.00	\$24,596.00	\$33,583.00	\$28,380.00	\$37,840.00
NUMBER OF PHONE CALLS	22124	22983	290552	25890	15232
NUMBER OF CRUELTY CALLS	161	171	170	240	151
NUMBER OF CRUELTY CALLS TRANSFERRED	0	0	1	0	0
NUMBER OF AFTER HOURS CALLS	697	717	551	464	257
ANIMAL CRUELTY FINES	\$12,154.50	\$2,533.25	\$3,207.00	\$2,438.25	\$5,637.25
ANIMALS VACCINATED	408	284		137	103

Sec. 13-2. - Littering.

(a)

It shall be unlawful for person(s) without written permission to dump or leave trash, refuse, garbage, or other litter on any property belonging to another, belonging to the county, or along any public highway or county right-of-way for the maintenance of the traveled portions of the roadways of this county.

(b)

Any commercial hauler operating within boundaries of Florence County must have and display a current landfill permit, or have possession of written approval from the property owner authorizing use of private property to dispose of waste at a S.C. DHEC Environmental Quality Control approved dumping location.

(c)

Citizens, businesses, and any other person or entity which generates solid waste shall be responsible for confining solid waste generated on any site owned or controlled by them, including building and housing construction sites, from being carried away or deposited by the elements upon any part of public property or waters, to include placing on the site, if reasonable and prudent, a solid waste collection container.

(d)

Any violation of this section shall be punishable as provided in section 1-13 of the Code, and in addition thereto, any person violating this section may be required to remove from the highway or other public property any such trash, refuse, garbage, or litter dumped or left on said property or pay the cost of removal of such trash, refuse, garbage, or litter left on said property.

(Ord. of 7-6-76; Ord. No. 27-86/87, § 3, 7-9-87)

Sec. 1-13. - General penalty; continuing violations.

Whenever in this Code or in any ordinance of the county an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision or the failure to perform any such act shall be punished by a fine of not exceeding \$200.00 or by imprisonment not to exceed 30 days or both such fine and imprisonment in the discretion of the court.

Each day any such violation or failure to perform such act shall continue shall constitute a separate offense, unless otherwise specifically provided.

State law reference— Jurisdiction of magistrates over minor offenses, S.C. Code 1976, § 22-3-550.

FLORENCE COUNTY COUNCIL

April 19, 2012

AGENDA ITEM: Public Hearings

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

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

A. ORDINANCE NO. 21-2011/12

An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And To Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.

B. ORDINANCE NO. 22-2011/12

An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P., And Med3000, Inc. And Matters Relating Thereto.

C. ORDINANCE NO. 23-2011/12

An Ordinance Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, Dated September 19, 2002, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Presentation of Resolutions of Recognition
Timmons ville High School Varsity Girls Basketball Team

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Of Recognition For The 2012 Class A State Champions The Timmons ville High School Varsity Girls Basketball Team And Coaches.

ATTACHMENT:

Copy of the proposed Resolution of Recognition

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

RESOLUTION OF RECOGNITION

WHEREAS, a group of young athletes formed a cohesive team and demonstrated extraordinary skills and abilities in athletic competition; and

WHEREAS, these athletes persevered and remained dedicated through a long and arduous season aspiring to the goals they set for themselves; and

WHEREAS, these young achievers represented and brought honor to their team, families, communities and Florence County by winning the 2012 Class A State Championship and finishing the 2012 season with a 23-4 Record; and,

WHEREAS, the Florence County Council deems it appropriate to recognize the skill, perseverance, hard work and determination of **THE 2012 TIMMONSVILLE HIGH SCHOOL VARSITY GIRLS BASKETBALL TEAM AND COACHES** for their athletic accomplishment.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of Florence County, the Florence County Council, on behalf of a proud citizenry, that this Resolution of Recognition be presented to **THE 2012 CLASS A STATE CHAMPIONS THE TIMMONSVILLE HIGH SCHOOL VARSITY GIRLS BASKETBALL TEAM AND COACHES**: 10th Grader Sadé Eli, 8th Grader Justice Gee, 11th Grader Mikayla Wright, 11th Grader Arnesha Brown, 10th Grader Erica Ervin, 12th Grader Sadé Zimmerman, 7th Grader Shania Wright, 11th Grader Alexandria Small, 8th Grader Alaya Woods; Head Coach Perry Stokes and Assistant Coaches Heath Stokes, Lashaundra Dubose, Kim Depugh, and Crystal Coleman; Ball Boys Langdon and Camp Keels.

Congratulations on a job well done!!

PRESENTED, in meeting duly assembled this 19th day of April 2012.

FLORENCE COUNTY COUNCIL:

K. G. Rusty Smith, Jr., Chairman

Mitchell Kirby, Council Member

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Resolutions
 Proclamation: Peace Officers' Memorial Day

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
A Proclamation Recognizing May 15, 2012 As Peace Officers' Memorial Day.

ATTACHMENT:

1. A copy of the request from Carolina Concerns of Police Survivors and attachments.
2. A copy of the proposed Proclamation.

***Official Proclamation Of Florence County Council
Peace Officers' Memorial Day
May 15, 2012***

A Proclamation Recognizing May 15, 2012 As Peace Officers' Memorial Day.

WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day; and

WHEREAS, the members of the law enforcement agencies of Florence County play an essential role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement officers, and that law enforcement officers recognize their duty to serve the people of this community, by protecting them against violence and disorder; and

WHEREAS, the law enforcement officers of Florence County unceasingly provide a vital public service.

NOW, THEREFORE, WE, THE GOVERNING BODY OF Florence County, South Carolina, the Florence County Council Do Hereby Direct That All Flags On County Buildings Be Flown At Half-Staff On May 15, 2012, In Recognition Of Peace Officers' Memorial Day And In Memory Of Those Law Enforcement Officers Who, Through Their Courageous Deeds, Have Made The Ultimate Sacrifice In Service To Their Community Or Have Become Disabled In The Performance Of Duty, And To Honor Those Law Enforcement Officers Presently Serving The Community.

Done in meeting duly assembled this 19th day of April, 2012.

THE FLORENCE COUNTY COUNCIL:

K. G. Rusty Smith, Jr., Chairman

ATTESTED:

Connie Y. Haselden, Clerk to Council



Carolina Concerns of Police Survivors

736-D St. Andrews Road, PMB #176
Columbia, SC 29210



www.carolinacops.org

February 6, 2012

Sheriff Kenny Boone
Florence County
6719 Friendfield Road
Effingham, SC 29541

Dear Sheriff Boone:

According to preliminary figures released by the National Law Enforcement Officers Memorial Fund, 177 law enforcement officers lost their lives in the line of duty in 2011. Sadly, South Carolina has already experienced a line of duty death in 2012.

To honor officers who gave their lives in the line of duty, in 1962 President Kennedy designated May 15 as Peace Officers' Memorial Day and the calendar week in which May 15 falls as National Police Week. Later President Clinton signed legislation that directed all United States flags on government buildings be flown at half staff on May 15 each year for Peace Officers' Memorial Day.

On behalf of the surviving family members of South Carolina fallen officers, I would like to ask that you request your County Council to direct all flags on County buildings be flown at half staff that day.

A sample resolution is attached for your consideration.

We appreciate all that you and your officers do to keep your community and our State safe.

Sincerely,

Beverly Coates
President

Carolina C.O.P.S.

(Carolina Concerns of Police Survivors)
736-D St. Andrews Road, PMB 176
Columbia, SC 29210

www.carolinacops.org



Volume 1-12

Winter 2011-2012

IN MEMORIAL



Richard Scott Richardson
Master Public Safety Officer
Aiken Department of Public Safety
End of Watch: December 21, 2011

Master PSO Richardson died on Wednesday, December 21, 2011, from wounds he received when shot during a traffic stop Tuesday evening in the City of Aiken.

He is survived by his wife, three children, parents, and a brother.

IN MEMORIAL



Chief Capers Wannamaker, Jr.
St. Matthews Police Department
End of Watch: March 19, 2011

Chief Wannamaker died on Saturday, March 19, 2011, in an automobile accident on Burke Road in Calhoun County.

He is survived by his wife, a daughter, and a son.

RIDE TO REMEMBER



Co-sponsored by LEU Team Manning and the Columbia Police Department, the Ride to Remember bicycle ride was held in Columbia on Saturday, October 22, 2011. Participants traveled through Richland and Fairfield Counties on either the 30 mile or the 62 mile routes. The ride began at Riverfront Park in Columbia and finished back in Columbia. Sandwiches and drinks were provided to the riders upon their return. Thanks to the committee composed of Sgt. Scott Danback, of the Manning Police Department, representing the LEU Team Manning; Cpl. Jennifer Jordan and Officer Jennifer Jutkowsky of the Columbia Police Department; Scotty Frier of the Lexington County Sheriff's Office, and Sal and Lois Rao of Carolina C.O.P.S.

(Photos on page 10)



Mark your
Calendars now!



PEE DEE REGIONAL MEETING
Saturday, February 18, 2012
12 Noon

Thunderbird Restaurant
2004 W. Lucas Street
Florence, SC

Plan now to attend.
Invitations will be sent to survivors in the Pee Dee Area; however, all survivors are welcome.



C.O.P.S. FAMILY NEWS



CONGRATULATIONS

To Britany Crawley who graduated from Chesterfield High School in May 2011 and is now a freshman at Francis Marion College. Britany is the surviving daughter of Chesterfield Deputy Jonathan Crawley, EOW 5-31-1998.



To Amy and John DeDea on the birth of a daughter, Emily Nicole, on December 19, 2010. Amy is the surviving sister of SHCP Trooper Eric Nicholson, EOW 12-6-2000.

To Katina Peeples on the birth of a daughter, Saniah Madison Moultrie, on June 10, 2011. Katina is the surviving daughter of SC Highway Patrol Trooper Willie Peeples, EOW 6-8-1979.



To Paul Perry III and Amanda Burroughs who were married on March 19, 2011. Paul is the surviving son of Trooper Robert Paul Perry, Jr., EOW 4-15-1987.

To Cassie Radford for her efforts to assist at-risk teens. Cassie is an Investigator with Richland County Sheriff's Department and her work with the Department's juvenile diversionary program earned her a front page article with photos (continued inside on another 3/4 page) in THE STATE newspaper on December 11, 2011. Cassie is the surviving daughter of Trooper First Class George Radford, EOW 10-28-1988.



SYMPATHY

To the family of Mrs. Barbara Lingard, who died on November 26, 2011. Mrs. Lingard was the surviving wife of South Carolina Highway Patrol Trooper Frankie Lee Lingard, EOW 12-31-1997.



ROAD DEDICATION



l to r: Sue Clinton, wife; Ginger Funderburk, daughter; Robin Rogers, daughter.

In a ceremony held October 14, 2011, the portion of SC Hwy 72 in Chester County between Going Road and Mountain Lake Road was dedicated in memory of SChP Cpl. John R. Clinton, EOW 5-24-1983.

ROAD DEDICATION



The Steele Family

On December 9, 2011, a portion of Hwy 9 at Buford Crossroads in Lancaster County, was dedicated in memory of SChP Patrolman M. Charles Steele, EOW 9-10-1966.



Andrea Nash, a 9th grader at Union High School played on the Varsity Volleyball team this year. Andrea is the surviving daughter of SC Highway Patrol ACE Team Cpl. Jonathan Nash, EOW 9-19-2009.

THEIR ALL

January—April

SC Wildlife Dept./SC DNR

Charles McNeill 1-3-1974
Doyle H. Hill 1-15-1976
G. Don Peeler 2-26-1989

Spartanburg Co. Magistrate's Office
Melton J. Shields 2-18-1930

Spartanburg Co. Sheriff's Office
Kevin Carper 2-27-2007

Spartanburg Police Department
Thomas F. Abrams 1-7-1962

St. Matthews Police Department
Capers Wannamaker 3-19-2011

St. Stephens Police Department
Joshua L. Milligan 1-6-1990

Sumter County Sheriff's Office
Charles B. Kubala 2-26-1996
William M. Strange 4-6-1937

Sumter Police Department
Charles R. Nesbitt, Jr. 1-21-2011

Timmonsville Police Department
Lucius Jennerette 4-25-1954

U.S. Marshall's Office
Van Buren Hendrix 2-12-1877
Rufus Springs 4-19-1878
Christopher Corbin 3-8-1909
William Corbin 3-8-1909

West Columbia Police Department
Daniel Cogburn 4-12-1983

Officers killed out of State but
whose survivors live in South Carolina

Athens (AL) Police Department
Larry Russell 1-2-2004

Braintree (MA) Police Department
Ernest J. DeCross 3-1-1991

Johnston (NC) Co. Sheriff's Office
Michael Ray Jackson 2-9-1995

Leflore Co. (MS) Sheriff's Office
Melvin P. Brown, Jr. 4-18-1994

New York Police Department
Rodney Andrews 3-10-2003

New York State Police
Nathaniel Burroughs 2-27-1997

Richmond Co. (GA) Sheriff's Office
Kenneth Burton 1-4-2004

Washington (DC) Metro Police Dept.
Brian Gibson 2-5-1997

2012 NATIONAL POLICE WEEK ACTIVITIES WASHINGTON, DC

Saturday, May 12: Early Arrival Day, Law Enforcement United riders arrive in Washington, DC

Sunday, May 13: Official Arrival Day, National Police Week Check-in, Law Enforcement United Road to Hope rider/survivor reception, and Annual Candlelight Vigil at the National Law Enforcement Officers Memorial

Monday, May 14: First day of the National Police Survivors' Conference, C.O.P.S. Kids/Teens activities, and Donor Reception

Tuesday, May 15: The National Peace Officers' Memorial Service at the West Front of the U. S. Capitol

Wednesday, May 16: Second day of the National Police Survivors' Conference, C.O.P.S. Kids/Teens activities, and evening social event for survivors

Thursday, May 17: Official departure day

To honor the lives of fallen Beaufort County officers, L/Cpl. Dana Tate and Cpl. Dyke "A.J." Coursen, Tate's widow organized the Tate-Coursen Walk/Run which was held on January 7, 2012 at Beaufort Academy on Lady's Island.

The event was held ten years after the two officers were killed in the line of duty on January 8, 2002, while responding to a domestic disturbance call in Burton, SC. Marie now sits on the Board of Citizens Opposed to Domestic Violence which received proceeds from the event.

"I don't want the community to forget about them, and the sacrifices they've made," said Marie.

TATE-COURSEN WALK/RUN January 7, 2012



Marie Tate, surviving wife of Dana Tate, and Wilma Coursen, surviving mother of A. J. Coursen.



Beaufort County Sheriff Tanner addresses group at Walk/Run event

CAROLINA C.O.P.S. 2012 IMPORTANT DATES

Jan. 28	General Meeting, Columbia*
Feb. 18	Pee Dee Regional Luncheon, Florence
March 24	Annual Meeting, Columbia*
May 2	Statewide Memorial Service, Columbia
May 13-19	National Police Week
June 2	Summer Outing
Fall Meeting	TBA*
Dec. 1	Christmas Luncheon, Columbia

Meetings are held at noon at Virginia Wingard Memorial United Methodist Church, 1500 Broad River Road, Columbia. All meetings begin with covered dish lunch. Bring your favorite dish. COPS provides drinks and paper products.

ANDERSON REGIONAL LUNCHEON

Carolina C.O.P.S. held a Regional Meeting in Anderson on Saturday, October 15, 2011, hosted by the Anderson F.O.P. Lodge #10. Survivors enjoyed a delicious luncheon, which was followed by a photo presentation depicting Carolina C.O.P.S. activities during the past fourteen months including the Low Country Regional Luncheon, Thin Blue Line Shooting Match, the 2010 Christmas Luncheon, National Police Week activities, and the Zoo Picnic in June. Survivors who had attended the various Hands-on Retreats during the summer and fall showed photos of these retreats and commented on their value in the healing process. Presentations were made by the following survivors: KIDS Camp: Nicole Burdette Ramsey and daughters Kaylee and Karlee (family of Anderson County Deputy Alex Burdette, EOW 3-12-2005); Spouses Retreat by Misty Nicholson, surviving wife of SC Highway Patrol Trooper Eric Nicholson, EOW 12-6-2000; Sibling Retreat by Karen Porth, surviving sister of Baltimore, MD, Officer Tim Porth, EOW 10-20-2010; and Parents Retreat by Sai and Lois Rao and Beverly Coates, surviving parents of SC Highway Patrol Sr. Trooper Mike Rao, EOW 6-12-2002, and SC Highway Patrol Trooper Mark Coates, EOW 11-20-1992, respectively.

Sky Diving With The Army Golden Knights

November 7, 2011



Kris Rao Haimbach, surviving sister of SCHP Sr. Trooper Mike Rao, EOW 6-12-2002



Misty Nicholson, surviving wife of Trooper Eric Nicholson, EOW 12-6-2000



Brandon Coates, surviving son of SCHP Trooper Mark Coates, EOW 11-20-1992



Nicole Burdette Ramsey, surviving Wife of Anderson Deputy Alec Burdette, EOW 3-12-2005

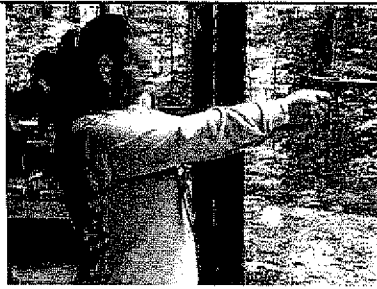


Dori Reinhart, surviving sister-in-law of SCHP Trooper Randy Hester EOW 4-20-1994

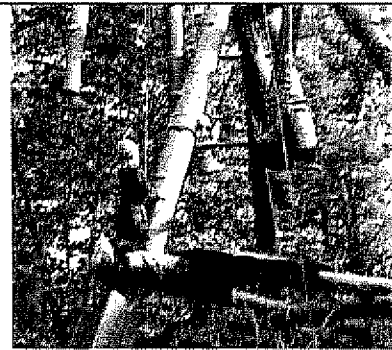
NATIONAL C.O.P.S. HANDS-ON PROGRAMS



Paula Radford, Misty Nicholson,
Deanna Jones Holland



Misty on the shooting range



Paula climbs 50 ft. tower.

SPOUSES RETREAT

SIBLING RETREAT



Karen
Porth

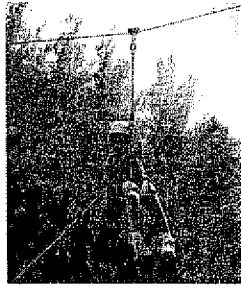
Great
Shooting!

PARENTS RETREAT



Sal and Lois Rao, Fran O'Dell, Bill and Darlene
Schuck, Beverly Coates

C.O.P.S. KIDS CAMP



Karlee Burdette on the rock wall and zip line.



Kaylee Burdette fishing and on the ropes
course.



(l to r) Front row: Karlee and Kaylee Burdette, Taylor Jones,
Chandler and Austin Haynes. Back row: Nicole Burdette
Ramsey, Deanna Jones Holland, Angie Haynes.

*Individual photos of Chandler, Austin, and Taylor
were not available.*

Travel expenses for participants in Kids Camp were
Paid from a generous donation from the Ridgeland
Police Department

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Resolutions
Proclamation: Week of the Young Child

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Proclamation Recognizing And Supporting The Efforts Of North Vista Elementary School As They Celebrate The Week Of April 22 – 28 As The Week Of The Young Child 2012: Early Years Are Learning Years.

OPTIONS:

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

ATTACHMENTS:

A copy of the proposed Proclamation.

PROCLAMATION BY FLORENCE COUNTY COUNCIL

**THE WEEK OF THE YOUNG CHILD
EARLY YEARS ARE LEARNING YEARS**

APRIL 22 – 28, 2012

WHEREAS, Florence County Council once again eagerly joins North Vista Elementary School, in conjunction with the National Association for the Education of Young Children, in celebrating the Week of the Young Child, April 22 – 28, 2012; and

WHEREAS, County Council recognizes the fact that North Vista Elementary School continually works to improve early learning opportunities, including early literacy programs, thereby building a better foundation of learning for our children; and

WHEREAS, our teachers and educators are deserving of appreciation and recognition for their determination to make a difference in the life of a child; and

WHEREAS, the Florence County Council deems it appropriate to support the people, programs, and policies that are dedicated to meeting the crucial need of high-quality early childhood education in our community.

NOW, THEREFORE, WE, THE MEMBERS OF THE FLORENCE COUNTY COUNCIL, DO HEREBY PROCLAIM

APRIL 22 THROUGH APRIL 28, 2012

The Week of the Young Child – Early Years are Learning Years

And encourage all citizens to join with us in recognizing, supporting and making an investment in early childhood education in Florence County.

Presented this 19th day of April 2012.

THE FLORENCE COUNTY COUNCIL:

K. G. Rusty Smith, Jr., Chairman

Waymon Mumford, Vice Chairman

Alphonso Bradley, Council District 3

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Resolution No. 22-2011/12

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

A Resolution Designating April 2012 As Fair Housing Month In Florence County.

OPTIONS:

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

ATTACHMENTS:

A copy of proposed Resolution No. 22-2011/12.

Sponsor(s) : County Council
Adopted: : April 19, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

RESOLUTION NO. 22-2011/12

(Designating April 2012 As Fair Housing Month.)

WHEREAS:

1. Florence County desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and
2. Florence County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of other housing services; and
3. The State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and
4. April is recognized nationally as Fair Housing Month.

NOW THEREFORE BE IT RESOLVED BY THE FLORENCE COUNTY COUNCIL DULY ASSEMBLED THIS 19th DAY OF APRIL, 2012 THAT:

April 2012 is hereby designated as Fair Housing Month in Florence County.
Notification of the Resolution adoption to be published in the Morning News April 21, 2012.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Resolution No. 23-2011/12

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

(A Resolution Authorizing Approval Of A Support Agreement With The United States Department of Veterans Affairs And The Florence County Sheriff's Office And Authorizing The County Administrator To Approve Said Agreement.)

POINTS TO CONSIDER:

1. The United States Department of Veterans Affairs (hereinafter "Veterans Affairs") has a facility located in Florence, South Carolina called the Florence Outpatient Clinic.
2. The Veterans Affairs, being a federal agency, has to grant authority to the Florence County Sheriff's Office (hereinafter "FCSO") to provide law enforcement services on the property.
3. The Veterans Affairs is requesting that FCSO provide certain law enforcement services on a temporary basis under exigent circumstances.
4. The FCSO is able to provide such temporary services for the safety and well-being of Veterans Affairs and the citizens of Florence County.
5. The Florence County Sheriff recommends approval of the agreement with the Veterans Affairs.
6. Approval includes authorization for the County Administrator to execute said agreement.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 23-2011/12
2. Provide An Alternate Directive

ATTACHMENT:

1. Resolution No. 23-2011/12.
2. Support Agreement with US Department of Veterans Affairs.

Sponsor(s) : Sheriff's Office
Adopted: : April 19, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 23-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(Authorizing Approval Of A Support Agreement With The United States Department of Veterans Affairs And The Florence County Sheriff's Office And Authorizing The County Administrator To Approve Said Agreement.)

WHEREAS:

1. The United States Department of Veterans Affairs (hereinafter "Veterans Affairs") has a facility located in Florence, South Carolina called the Florence Outpatient Clinic; and
2. The Veterans Affairs, being a federal agency, has to grant authority to the Florence County Sheriff's Office (hereinafter "FCSO") to provide certain law enforcement services on the property; and
3. The Veterans Affairs is requesting that FCSO provide certain law enforcement services on a temporary basis under exigent circumstances; and
4. The FCSO is able to provide such temporary services for the safety and well-being of Veterans Affairs and the citizens of Florence County; and
5. The Florence County Sheriff recommends approval of the agreement with the Veterans Affairs.

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

Council approves a Support Agreement with the United States Department of Veterans Affairs Florence Outpatient Clinic and authorizes the County Administrator to approve said agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:



**Wm. Jennings Bryan Dorn
Department of Veterans Affairs Medical Center
6439 Garners Ferry Road
Columbia, South Carolina 29209-1639**

March 1, 2012

In Reply Refer to: 544/00P

Sheriff William K. Boone
Florence County Sheriff's Office
6719 Friendfield Road
Effingham, SC 29541

Our Police and Security directives require that we have current written support agreements with your agency.

All properties under the control and/or ownership of the Department of Veterans Affairs (VA), Florence, South Carolina, are under concurrent jurisdiction which grants local civil police agencies full rights to exercise law enforcement functions on VA Medical Center grounds.

For purposes of clarification, the Florence Outpatient Clinic, located in your area of jurisdiction, is of primary interest to our agency in formulating this Support Agreement.

Our needs will include, but may not be limited to, the following situation where your department's assistance would be needed:

- a. Armed hostage taking situations that would require armed response to assist in containing the situation until appropriate federal agencies (FBI) can respond to assume control.
- b. Crimes involving robberies or thefts of funds, drugs or properties.
- c. Investigations of vehicle accidents that may result in non-injuries, injuries, or death.
- d. Any major incident that would require traffic control to allow emergency vehicles clear access to the facility.
- e. Confirm the identification of wanted subjects, arrest and/or detain individuals who have outstanding warrants issued for their arrest be civil law enforcement agencies.
- f. To provide the physical arrest of violent/disorderly person(s) who pose a serious threat to patients, visitors, medical staff or themselves.

VHA Core Values: Trust - Respect - Excellence - Compassion - Commitment

Sheriff William K. Boone
Page 2

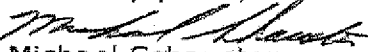
- g. Any other offenses and/or crimes against persons or properties that would be classified as felony offenses within your jurisdiction.

Please acknowledge, with your signature, if you concur with this support agreement, retaining one copy for your files and returning the second copy to me.

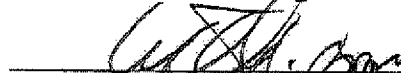
If you should have any questions or concerns regarding this matter or any issue, please feel free to contact me at (803) 695-6803.

I look forward to maintaining a close and professional working relationship with your department.

Sincerely yours,


Michael Schausten
Chief, VA Police

I concur with the agreement.



Sheriff William K. Boone

Date 3-07-12

TOM B. ROBINSON, COUNTY ADMINISTRATOR

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Resolution #24-2011/12

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

(A Resolution To Approve Multi-Jurisdictional Agreements Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreements.)

POINTS TO CONSIDER:

1. Section 23-20-30, SC Code of Laws 1976, authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers.
2. Section 23-20-50, SC Code of Laws 1976, requires all such agreements to be approved by the governing body of each jurisdiction.
3. The Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.
4. Florence County Sheriff is requesting approval of multi-jurisdictional agreements with Berkeley County Sheriff's Office and Kershaw County Sheriff's Office.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 24-2011/12.
2. Provide an alternate directive.

ATTACHEMENTS:

1. Resolution No. 24-2011/12.
2. Berkeley County Sheriff's Office Multi-jurisdictional agreement.
3. Kershaw County Sheriff's Office Multi-jurisdictional agreement.

Sponsor(s) : Sheriff's Office
Adopted: : April 19, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 24-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution To Approve Multi-Jurisdictional Agreements Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreements.)

WHEREAS:

1. South Carolina Code §23-20-30 authorizes a law enforcement agency to enter into contractual agreements with other law enforcement providers; and
2. South Carolina Code §23-20-50 requires all such agreements to be approved by the governing body of each jurisdiction; and
3. The Florence County Sheriff recommends such agreements with other law enforcement agencies throughout the State.

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

Council approves multi-jurisdictional agreements with Berkeley County Sheriff's Office and Kershaw County Sheriff's Office and authorizes the County Administrator to execute said agreements.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

**Criminal Patrol Transfer
Agreement**

This agreement is made and entered into this 3rd day of February, 2012 by and between **Florence County Sheriff's Office** and the **Kershaw County Sheriff's Office**.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in criminal patrol investigations by the temporary assignment of officers, deputies, and agents between jurisdictions to the fullest extent as is allowed by law;

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

WHEREAS, South Carolina Code Ann. § 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, **Florence County Sheriff's Office** and **Kershaw County Sheriff's Office** are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

NOW THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that each law enforcement agency parties shall assign, on a temporary basis, officers, deputies, and/or agents to assist the other jurisdiction in criminal patrol and interdiction efforts.

2. TERM AND RENEWAL

This agreement and subsequent amendments are effective as to each party at the date and time of signing and will automatically renew each year on the anniversary date and continue year to year and term to term unless a party exercises its right to terminate as further described in the original agreement.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers, deputies, and agents assigned under this agreement and so transferred shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer, deputy, or agent of the other party.

However, local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the sending jurisdiction.

4. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

5. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

6. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or the municipality where they are permanently employed, with the sending county or municipality being compensated for their services by the county or municipality to which they are transferred as further setout herein. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the ancillary benefits of increased investigation and prosecution of crimes related to criminal patrol efforts in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

9. TERMINATION AND RIGHT TO RESCIND

The agreement may be terminated at the discretion of the chief law enforcement officer by providing written notice to the other party. Any such rescission or termination will become effective upon receipt by the other parties.

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. OFFICERS ASSIGNED AND AUTHORITY

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is in no way intended to limit an officer acting in his original jurisdiction.

12. ASSET FORFEITURE

The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor and/or United States Attorney based upon the facts of the individual seizure.


13. SEVERABILITY

Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.


I, with competent authority, hereby consent to the terms of and agree to be bound
by this Agreement.



Sheriff Kenney Boone
Florence County Sheriff's Office



Witness



Sheriff Jim Matthews
Kershaw County Sheriff's Office



Witness

THOMAS B. ROBINSON
COUNTY ADMINISTRATOR

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

Criminal Patrol Transfer
Agreement

This agreement is made and entered into this 3rd day of February, 2012 by and between Florence County Sheriff's Office and the Berkeley County Sheriff's Office.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in criminal patrol investigations by the temporary assignment of officers, deputies, and agents between jurisdictions to the fullest extent as is allowed by law;

WHEREAS, the parties as set out above, by and through their representatives affixing their signatures below, consent and agree to span the geopolitical boundaries to the fullest extent allowed under South Carolina law for the express purpose of criminal patrol and interdiction efforts and related crimes by this sharing of personnel and resources;

WHEREAS, South Carolina Code Ann. § 23-1-210 provides for the temporary transfer of law enforcement officers pursuant to written agreement;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, Florence County Sheriff's Office and Berkeley County Sheriff's Office are each requesting assistance for investigation and the temporary transfer of deputies each from the other.

NOW THEREFORE, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. SCOPE OF SERVICES

It is agreed that each law enforcement agency parties shall assign, on a temporary basis, officers, deputies, and/or agents to assist the other jurisdiction in criminal patrol and interdiction efforts.

2. TERM AND RENEWAL

This agreement and subsequent amendments are effective as to each party at the date and time of signing and will automatically renew each year on the anniversary date and continue year to year and term to term unless a party exercises its right to terminate as further described in the original agreement.

3. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers, deputies, and agents assigned under this agreement and so transferred shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer, deputy, or agent of the other party.

However, local ordinances adopted by a sending jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of the sending jurisdiction.

4. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

5. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

6. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

7. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or the municipality where they are permanently employed, with the sending county or municipality being compensated for their services by the county or municipality to which they are transferred as further setout herein. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county or municipality.

8. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the ancillary benefits of increased investigation and prosecution of crimes related to criminal patrol efforts in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

9. TERMINATION AND RIGHT TO RESCIND

The agreement may be terminated at the discretion of the chief law enforcement officer by providing written notice to the other party. Any such rescission or termination will become effective upon receipt by the other parties.

10. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

11. OFFICERS ASSIGNED AND AUTHORITY

Each party agrees to notify the other party, or their duly appointed representative, and seek assistance before commencing any criminal investigative action that relies upon the expanded or shared jurisdiction as contemplated under this agreement. This is in no way intended to limit an officer acting in his original jurisdiction.

12. ASSET FORFEITURE

The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor and/or United States Attorney based upon the facts of the individual seizure.

13. SEVERABILITY


Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

14. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

R 12-09


I, with competent authority, hereby consent to the terms of and agree to be bound
by this Agreement.



Sheriff Kenney Boone
Florence County Sheriff's Office



Witness



Sheriff Wayne DeWitt
Berkeley County Sheriff's Office



Witness

THOMAS B. ROBINSON
COUNTY ADMINISTRATOR

FLORENCE COUNTY COUNCIL MEETING

Thursday, April 19, 2012

AGENDA ITEM: Ordinance No. 18-2011/12
Third Reading

DEPARTMENT: Planning and Building Inspections



ISSUE UNDER CONSIDERATION:

[An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510]

POINTS TO CONSIDER:

1. Council District(s): All Florence County Council Districts.
2. According to state law, a new Florence County Comprehensive Plan must be developed every ten years.
3. The Priority Investment Element is the ninth element required to be included in the Florence County Comprehensive Plan.

OPTIONS:

1. Approve Ordinance No. 18-2011/12 as unanimously recommended by the eight Planning Commissioners present at the November 29, 2011 meeting.
2. Provide an Alternative Directive.

ATTACHMENTS:

1. Ordinance No. 18-2011/12
2. Resolution for PC#2011-20
3. Staff Report for PC#2011-20
4. Proposed Priority Investment Element

Sponsor(s)	: Planning Commission
Planning Commission Consideration	: November 29, 2011
Planning Commission Public Hearing	: November 29, 2011
Planning Commission Action	: November 29, 2011 [Approved: 8-0]
First Reading/Introduction	: January 19, 2012
Committee Referral	: N/A
County Council Public Hearing	: March 15, 2012
Second Reading	: March 15, 2012
Third Reading	: April 19, 2012
Effective Date	: Immediately

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

ORDINANCE NO. 18-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Adopt A Priority Investment Element For The Florence County Comprehensive Plan In Accordance With The 1976 South Carolina Code Of Laws, As Amended, Title 6, Chapter 29, Section 510 And Other Matters Related Thereto.]

WHEREAS:

1. S.C. Code §6-29-510 requires a new Florence County Comprehensive Plan be developed every ten years; and
2. The original Florence County Comprehensive Plan adopted in 1999 included seven elements. The Priority Investment Element is a new ninth element required by the 2007 amendment to the S.C. Comprehensive Planning Act entitled the "South Carolina Priority Investment Act". S.C. Code § 6-29-510(D); 6-29-720(C); 6-29-1110; 6-29-1130(A); and
3. Passage of the Priority Investment Element will fulfill state law requirements and provide goals to effectively guide resource development, foster a sound and stable financial standing for the community, promote the County's ability to attract additional state, federal and private funding and to evaluate long term strategies.

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

1. The Florence County Comprehensive Plan Priority Investment Element attached hereto, is hereby adopted and implemented.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

RESOLUTION FOR PC#2011-20
FLORENCE COUNTY PLANNING COMMISSION

(A Resolution Recommending The Priority Investment Element Of The Comprehensive Plan)

WHEREAS:

1. According to state law, a new Florence County Comprehensive Plan must be developed every ten years; and
2. The Priority Investment Element is a recently legislated addition to the Florence County Comprehensive Plan; and
3. The Priority Investment Element is the ninth element to be adopted according to the ten-year schedule; and
4. The Planning Commission advertised for and held workshops on July 28, 2010 and October 21, 2011; and
5. Following the passage of this resolution by the majority of the entire membership of the Planning Commission, the Priority Investment Element must be adopted by ordinance after a public hearing by Florence County.

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

1. A Resolution is hereby adopted to recommend that Florence County adopt by ordinance the Priority Investment Element for the Florence County Comprehensive Plan as presented by the Planning Commission.

ATTEST:

Angela Thomas
Angela Thomas, Secretary

SIGNED:

Peter M. Kistler
Chairman

COMMISSION VOTE: 8-0

OPPOSED: None

ABSENT: C. Cunha
D. Lockhart
K. Lowery

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
November 29, 2011
PC#2011-20**

Subject: Adoption of a Resolution recommending the **Priority Investment Element** of the Comprehensive Plan

Staff Analysis:

According to state law, a new comprehensive plan must be developed every ten years. The seven elements of the current plan were passed by all participating jurisdictions on various dates between December 1997 and April of 1999.

The Priority Investment Element is a recently legislated addition to the Florence County Comprehensive Plan. The Priority Investment Element is the ninth element to be adopted in accordance with this calendar to meet the ten-year requirement. The Planning Commission advertised for and held workshops on July 28, 2010 and October 21, 2011 to discuss this document.

Element Information:

The Priority Investment Element examines the sources of federal and state funding for public infrastructure and facilities over the past five fiscal years and analyzes future potential sources and projects over a 10-year time frame. The goals and strategies in this element serve to effectively guide resource development, foster a sound and stable financial standing for the community, promote the County's ability to attract additional state, federal and private funding and to evaluate long term strategies.

Florence County Planning Commission Action: November 29, 2011:

The eight Planning Commission members present voted unanimously to adopt a resolution recommending that County Council adopt the Priority Investment Element.

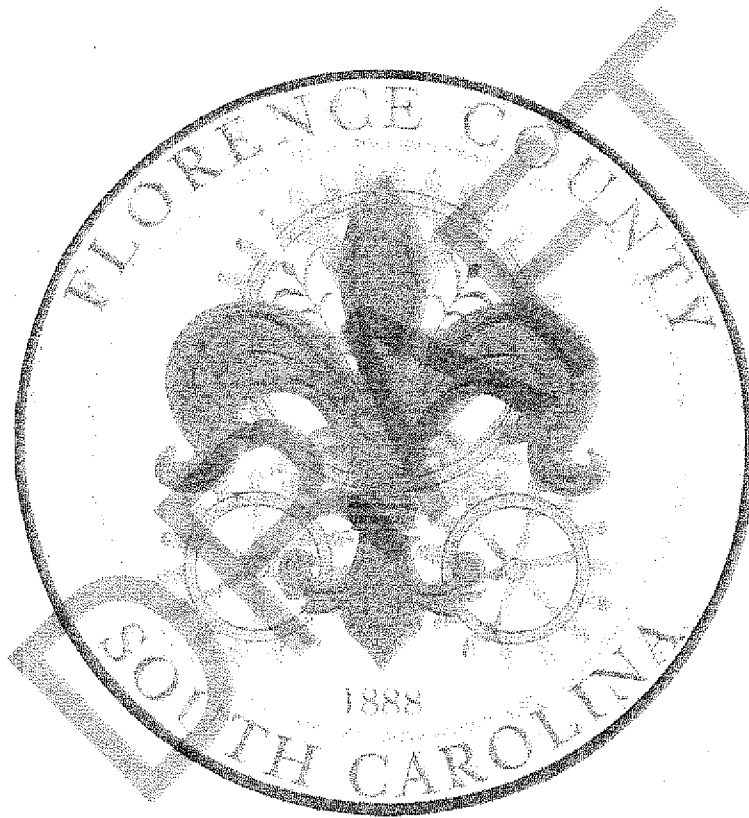
Florence County Planning commission Recommendation:

Florence County Planning Commission recommends approval of the request to Florence County Council to adopt the Priority Investment Element of the Florence County Comprehensive Plan.

DRAFT

DRAFT

PRIORITY INVESTMENT ELEMENT



FLORENCE COUNTY COMPREHENSIVE PLAN

Table of Contents

Executive Summary.....	4
Introduction	5
Land Use and Transportation	5
Funding	6
Bonding Capacity.....	6
Transportation Funding.....	6
Additional County Revenue Sources and Bond Projects.....	8
Projects and Priorities.....	8
Priority Investment Zones.....	16
Past Investment Areas.....	16
Future Priority Investment Zones	16
Potential Funding	18
Goals and Implementation Strategies	19
References Consulted	21
Appendices.....	22
Appendix A: Adjacent and Surveyed Florence County Jurisdictions	23
Appendix B: Element Adoption Date.....	24

List of Tables

Table 9-1. Historic Assessed Value and Potential Bonding Capacity	6
Table 9-2. Current & Possible General Obligation & Local Hospitality Tax Bond Projects.	11
Table 9-3. Recent and Proposed Transportation Projects	13

List of Figures

Figure 9-1. Future Project Locations	12
Figure 9-2. Past Investment Zones.....	15
Figure 9-3. Future Priority Investment Zones.....	17

DRAFT

Executive Summary

Florence County capital projects continue to complement the gamut of quality services to residents and businesses. Past and planned capital projects highlight the dedication of Florence County to core government services, as well as economic development, public safety, libraries, recreation and the arts. These steady investments continue to lay the foundation for further private investment throughout the County.

Florence County citizens overwhelmingly approved a one-cent capital projects sales tax to provide the match for State Infrastructure Bank funds of \$250,000,000 to widen six primary state arterial roads to four lanes. This 2006 bond referendum program has leveraged a unique opportunity from the State Infrastructure Bank. Altogether, this program may fund \$398 million for up to six major road improvements that will better connect County residents and further enhance the commerce and development of Florence County.

Over the next ten years, Florence County will likely invest over \$40 million on capital projects utilizing an active bonding program and by leveraging private donations, state funds and federal monies. Examples of the projects could include a museum, libraries, judicial facilities, an emergency medical services station, and upgrades to the Law Enforcement Center. These amenities will continue to provide a quality environment that spurs a wide range of residential, industrial and small business opportunities.

This area intentionally left blank.

Introduction

In 2007, the South Carolina Priority Investment Act was signed into law. According to a guide published by the SC American Planning Association "The intent of the Act is to preserve and enhance quality of life [...]by better planning and coordination of public infrastructure decisions and by encouraging the development of affordable housing and traditional neighborhood development" (TND). The Act allows local governments to identify Priority Investment Zones where market-based incentives may be made available or to relax or eliminate nonessential housing regulatory requirements in order to encourage these types of designs. The Priority Investment element is the ninth element required by the S.C. Comprehensive Planning Act of the State Code of Laws (Article 3 Section 6-29-510 (D)(9)).

This element of the Florence County Comprehensive Plan will highlight historical fiscal sources of federal, state and local funding for public infrastructure and facilities from the past five years and analyze potential sources and possible projects for the next ten years. This element is developed in concert with adjacent and relevant jurisdictions and agencies including counties, municipalities, public service districts and other public entities that are affected by or have planning authority over a public project identified in the element.

The goals and strategies in this element will serve to effectively guide resource development, foster a sound and stable financial standing for the community, promote the County's ability to attract additional state, federal and private funding and to evaluate long term strategies.

The Florence County budget supports a variety of services that increase quality of life including law enforcement, zoning, emergency management, emergency medical services, judicial services, library and museum resources, recreational opportunities, road improvements, and a myriad of unfunded State mandates. This element will show how these services will be supported and how future public needs may be reduced if scattered development is minimized to focus growth where infrastructure and services are available or planned for the future.

Land Use and Transportation

The 2007 South Carolina Priority Investment Act (Title 6, Chapter 29) specifically addresses housing, transportation, capital improvement planning, intergovernmental coordination, encouragement towards traditional neighborhood design and facilitating the production of affordable housing. It encourages local governments to reevaluate comprehensive plans to limit the growth of sprawl and prioritize projects and funding while creating new opportunities for affordable housing. The combination of these uses and study of their potential location constitute land use and transportation planning policy.

Land use planning is an important component to achieve the ideal economic, social, environmental and public health outcome for a community. Effective future land development can occur in a productive, efficient and sustainable manner with proper land use planning. Assessing the pros and cons about future decisions made in regards to land use is imperative.

The Priority Investment Act recommends that the local jurisdictions focus on the impact of regional land use patterns, for example, the regional transportation system should be able to meet future demands of the future land use. The Act supports incorporating scenario planning in the regional travel demand

model to measure the impact of land use decisions on the transportation system. This element attempts to combine land use and transportation decisions with the locations of the new and expanding capital project plans. The projects will be prioritized and zones of activity will be developed which will determine necessary transportation improvements and land use plans needed for support. This cyclical process will benefit from long-range planning.

Funding

Bonding Capacity

Bonds, grants and donations make up the majority of capital projects funding. This section highlights recent trends in bonding capacity as determined by State law.

Table 9-1. Historic Assessed Value and Potential Bonding Capacity.

	Fiscal Year (Values in \$1,000s)							
	2002	2003	2004	2005	2006	2007	2008	2009
Total Property Assessment	376,725	375,828	377,348	380,245	406,748	413,524	418,347	426,048
8% bonding capacity	30,138	30,066	30,188	30,420	32,540	33,082	33,468	34,084

Florence County has consistently utilized general obligation bonds (GOBs) for large projects. State law allows local governments to bond up to eight percent of property assessment values. The list of projects and the priority order is contained in the following section. Over the next ten years, eight new projects are anticipated with the total value in bonds to be considered at \$32.6 between fiscal years 2010/2011 and 2019/2020.

Access to Bonding Capacity

The County has the capability to utilize its full bonding potential and insure bonds only when needed for long term investment and capital improvement projects. Additionally, the County works with other entities that share its public protection mission for them to issue tax exempt bonds. Recently, the County Council approved selling almost a quarter billion in bonds for capital improvements by a regional hospital. As an example of a public private partnership, the hospital is responsible for paying the bonds, while the county's tax exempt status was utilized for more favorable lending terms.

Transportation Funding

Monies for roadway expansion projects come from a wide range of sources including federal grants, state infrastructure funds and local sales taxes. The Florence Area Transportation Study (FLATS) and the Pee Dee Council of Governments (PDCOG) are responsible for directing federal transportation funding while the capital project sales tax pays for specific arterial roadway projects in Florence County. Allocated federal funds, or guideshares, are specifically designated by the federal government to state governments. The SCDOT then apportions these dollars to metropolitan planning organizations such as FLATS and councils of governments like the PDCOG. Funding is often limited and alternative funding, including sales taxes, is often sought to further improve the roadway network. Due to the important role

roadways play in service to the residents, visitors and businesses of the Florence metro area, more funding is directly correlated to better economics.

Florence Area Transportation Study

The Florence Area Transportation Study (FLATS) encompasses transportation planning for the City of Florence, Town of Quinby and surrounding unincorporated areas of Florence and Darlington counties (refer to the Transportation Element of this Comprehensive Plan for more information). The FLATS service area obtains funding for road improvements through the current federal transportation authorization bill: Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). These funds are distributed by SCDOT's Guideshare Program and allocated through the FLATS Long Range Transportation Plan (LRTP).

Current annual funding includes \$2,294,446 of guideshare and \$117,000 of enhancement project monies. Local government must provide 20% of the total project cost of Enhancement projects. Recently, the South Carolina Department of Transportation (SCDOT) proposed an increase in FLATS Guideshare funding to \$2,666,880; however, this value must have SCDOT Commission approval before becoming effective.

The long range transportation plan (LRTP) is the FLATS comprehensive guide to developing a regional transportation system that accommodates current mobility needs of residents while anticipating future needs. The LRTP is a financially constrained plan, meaning it identifies projects and programs that can reasonably be implemented within the years of the plan. In response to federal mandates and the desires of local residents, this 2035 LRTP addresses all modes of transport including automobile, bicycle, pedestrian, transit, air, rail and freight movements.

Pee Dee Council of Governments

Similar to the FLATS, the Pee Dee Council of Governments (PDCOG) receives Guideshare funds from the federal transportation authorization, through SCDOT, but, its funds are directed to rural areas outside of the FLATS. The annual Guideshare is \$7,790,702 and covers roadway improvements in Chesterfield, Darlington, Dillon, Florence, Marion and Marlboro counties. A recent proposal raises this annual amount to \$9,340,228. Like the FLATS, the PDCOG prioritizes roadway improvements through a fiscally constrained LRTP.

Capital Project Sales Tax

On November 7, 2006, Florence County voters approved a one-cent Capital Project Sales Tax (CPST) for roads for up to seven years. The \$148 million sales tax amount may be collected for up to seven years until the total amount is realized. This sales tax is combined with a grant from the State Infrastructure Bank of \$250 million which will yield up to \$398 million for improvements to the following road projects in the order listed below:

- Pine Needles Road
- US 378
- US 76 (Palmetto Street)
- TV Road
- Pamplico Highway (SC 51)
- 301 Bypass (new construction)

Additional County Revenue Sources and Bond Projects

Other revenue sources for Florence County include the local accommodation tax. This three percent tax on hotel accommodations is generally used for supporting the operation and maintenance of tourism related structures and activities according to South Carolina Code of Laws Section 6-1-530. Some projects that are currently funded are the Civic Center and interchange beautification. For the fiscal year 2011, the local accommodation tax value was approximately \$2.4 million which includes funding from the City of Florence for the Civic Center Partnership. In 2006, the law was amended to allow 20% of the tax to be directed for police, fire, emergency medical service and emergency preparedness operations that directly serve tourist-related facilities.

Projects and Priorities

This section reviews priorities, lists values and shows temporal distribution of significant Florence County government capital projects from 2005-2020. Project descriptions begin below and may highlight project history, details, funding partners and building timeline.

Florence Civic Center

The Florence Civic Center was completed in 1993 as a joint venture between Florence County and the City of Florence. Florence County and the City of Florence have agreed to contribute a combined amount of about \$650,000 in capital improvement funds annually to share in the cost of this complex.

Detention Center

The current detention center, located in Effingham, opened its doors in 1994 and houses 522-beds and staffs ninety-eight employees. The detention center's \$13.5 million construction cost will continue to be paid through the 2017/18 fiscal year.

Doctors Bruce and Lee Foundation Library

The Doctors Bruce and Lee Foundation has been the major sponsor of county library construction. Both Foundation and County funds were utilized to construct the main library located at 509 South Dargan Street. Construction for this facility began in late 2002 with completion in 2004. The Doctors Bruce and Lee Foundation also led the community funding efforts for the construction of five new branch libraries within county municipalities: Lake City (2001); Pamplico (2008); Timmons ville (2009); Olanta (2010); and Johnsonville (2010). Funding for the later three were also partially funded with existing bond funds.

Lynches River Environmental Discovery Center

Formerly the Lynches River State Park, the South Carolina Department of Parks, Recreation & Tourism deeded the 676 acre park to Florence County on October 31, 2002. The Environmental Discovery Center was completed in 2007 to give visitors an in depth perspective on the park's habitats, plants and animals. The cost of this building was about \$1,000,000 paid by the following contributors:

- Doctors Bruce and Lee Foundation
- South Carolina Department of Parks and Recreation and Tourism
- The Land and Water Conservation Fund
- SC Department of Natural Resources
- U.S. Department of Agriculture

Animal Control Facility

The county's animal control facility, located in Effingham, opened in 2009 at a cost of about \$1,200,000 paid from existing bond funds.

Voter Registration

The Voter Registration and Elections Commission building construction began early in 2011 and is located behind the current Public Service Building facility on the northwest corner of Third Loop Road and Irby Street. The new facility will consolidate staff, voting machines, and records during voting days. The funding allocation of \$1.2 million for this project is supported by general obligation bonds, the first of 10 years of payments began in fiscal year 2010.

Pamplico Emergency Medical Service Station

A robust Emergency Medical Services (EMS) network of stations is necessary to provide adequate emergency services to the residents and visitors of Florence County. These EMS stations also supplement the local rescue squads. The most recent EMS stations were constructed in 2004 and are located on Old Ebenezer Road in Florence and Olanta Highway in Olanta. Building construction began in 2011 utilizing \$400,000 in general obligation bonds. The new location will be on Highway 51 South.

Museum

Construction is planned to begin in 2011 for the new Florence Museum at the corner of Dargan and Cheves Streets, with anticipated completion in 2014. The nearly \$12 million funding for the construction originates from multiple sources. Doctors Bruce and Lee Foundation, Florence County and the South Carolina legislature contributed equally to the cost. The County funding is provided through a local hospitality tax.

Lake City Library Expansion and Satellite Library

Florence County plans to support the expansion of the Lake City library in 2012 through the use of existing general obligation bond funds. In addition, a \$1 million satellite library center may be considered for the western Florence area in 2017.

Judicial Center

The City/County Complex was built to house a wide range of city and county supported agencies including circuit court, family court, court of appeals, district court and several state, county and city departments. At one time, the complex also housed the county detention center which since located in Effingham.

Multiple judicial expansion options exist ranging in cost from \$16 million to \$40 million. Improved accommodations could begin within five years. Options for the expansion include building a new facility or an addition or annex to the existing City/County Complex.

Southern Florence Recreational Parks

Due to the growing demand for outdoor recreation venues, Florence County may consider constructing additional recreational parks, subject to new state tax restrictions and reduced state funding. Funding of

\$1 million in general obligation bonds has been allocated for a southern Florence County recreational park.

Savannah Grove Park and Greenwood Ballfield Complex are two recently completed parks funded through the capacity of existing bonds from other projects. No additional bonding was necessary to cover these development costs. These projects are listed in Table 9.2.

Forensics Laboratory

Florence County may also consider construction on a new forensics laboratory near the Effingham detention center. The proposed \$1 million project would be a certified forensics laboratory which will also be supported in part by a SC Department of Public Safety Justice Assistance Grant and by a U.S. Department of Justice Edward Byrne Memorial Justice Grant. This lab could reduce the time necessary to process evidence through SLED's laboratory in Columbia. The new lab would dramatically reduce turnaround time on the substance analysis.

Emergency Management Department (EMD) Radio System Digital Upgrade

Over the last several years Florence County has seen the commercial television and cellular industry forced to transition from traditional analog networks to a more efficient digital architecture. Although the County has upgraded the capacity and coverage area of its current radio system, the technology of the analog radio system has not been upgraded in 20 years. This analog radio system is the primary communications means for the 27 emergency first response agencies (Sheriff, municipal Police Departments, Fire Departments, EMS and Rescue Squads) operating county-wide. With the life cycle of much of the communications infrastructure coming to an end, Florence County will need to migrate toward a digital radio system within the next 2-3 years. It is estimated that such a transition would take 12 to 18 months to complete and cost estimates range from \$12 to \$15 million.

This area intentionally left blank.

Table 9-2. Current & Possible General Obligation & Local Hospitality Tax Bond Projects.

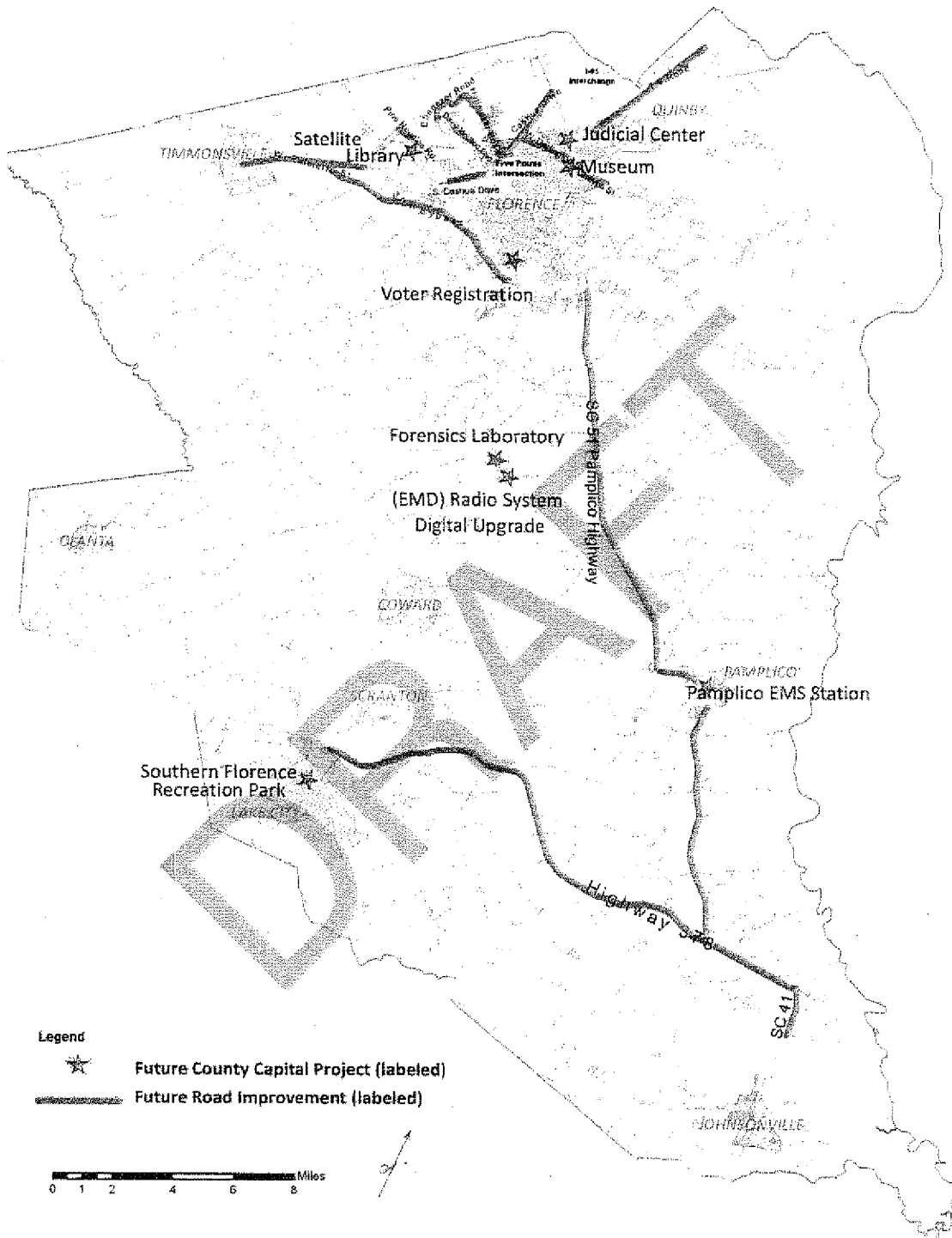
Priority	Project	Total Cost (\$M)	Fiscal Year (in \$1,000's)									
			2010/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
c	Civic Center	6	600	600	600	600	600	600	600	600		
c	Detention Center	13.5	1,568	1,568	1,568	1,568	1,568	1,568	1,568	1,568		
c	Doctors Bruce and Lee Foundation Library	17	410	410	410	410	410	410	410	410	410	410
c	Animal Control	1.2	funding from existing bonds									
c	Lake City Library Expansion	0.5	funding from existing bonds									
c	Savannah Grove and Greenwood Parks	2.2	funding from existing bonds									
c	Johnsonville, Olanita, Timmons ville, Libraries	3.6 ^D	funding from donation and existing bonds									
c	Voter Registration	1.2	120	120	120	120	120	120	120	120	120	120
1	EMS Station	0.4	40	40	40	40	40	40	40	40	40	40
2	Museum	12 ^E			300	300	300	300	300	300	300	300
3	Judicial Center	16					1,000	1,000	1,000	1,000	1,000	1,000
4	Satellite Library	1							100	100	100	100
5	Southern Florence County Active Recreation Park	1	100	100	100	100	100	100	50	50		
6	Forensics Lab	1			200	200	200	200	200			
7	Radio System Digital Upgrade	12			1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Total		88.6	2,838	2,838	4,338	4,338	5,338	5,338	5,388	5,188	2,970	2,970

^C complete

^D County bonding about \$1.045M

^E County bonding about \$4M

Figure 9-1. Future Project Locations.



Roadway Projects

Due to residential, commercial and industrial dependence on the transportation system, significant funds from multiple sources have focused efforts to continuously renew and expand the existing roadway network. Federal, state and local monies have been directed to projects that are key in providing efficient and effective means to access jobs, recreation and homesteads. The following table shows the various roadway projects with anticipated funding by the respective agency.

Table 9-3. Recent and Proposed Transportation Projects.

Fiscal Year	Project Name	Cost (\$ million)	Funding Source
2008	Pine Needles Road	17.7	CPST
2010	SC41, Johnsonville	6.5	PDCOG
2011	US Hwy. 378	122.5	CPST
2011	South Cashua Drive	12.2	FLATS
2011	US 76 West Palmetto St.	31.6	CPST
2012	TV Road	34.5	CPST
2012	SC51 Pamplico Highway	25.8	CPST
2013	Cashua Drive	3.5	FLATS
2014	301 Bypass	73.4	CPST, Other ^F
2015	Cheves Street	0.6	FLATS
2015	Five Points Intersection	0.6	FLATS
2017	Ebenezer Road	1.1	FLATS
2020	David McLeod Blvd.	0.9	FLATS
2020	Hoffmeyer Road	1.7	FLATS
2020	W. Darlington St.	6.6	FLATS
2020	I-95 Interchange	2.7	FLATS
Total		341.9	

^F The anticipated funding for this project will not be able to satisfy the entire project through the one-cent capital projects sales tax (a.k.a. Florence Forward) so additional funding will be necessary for the project.

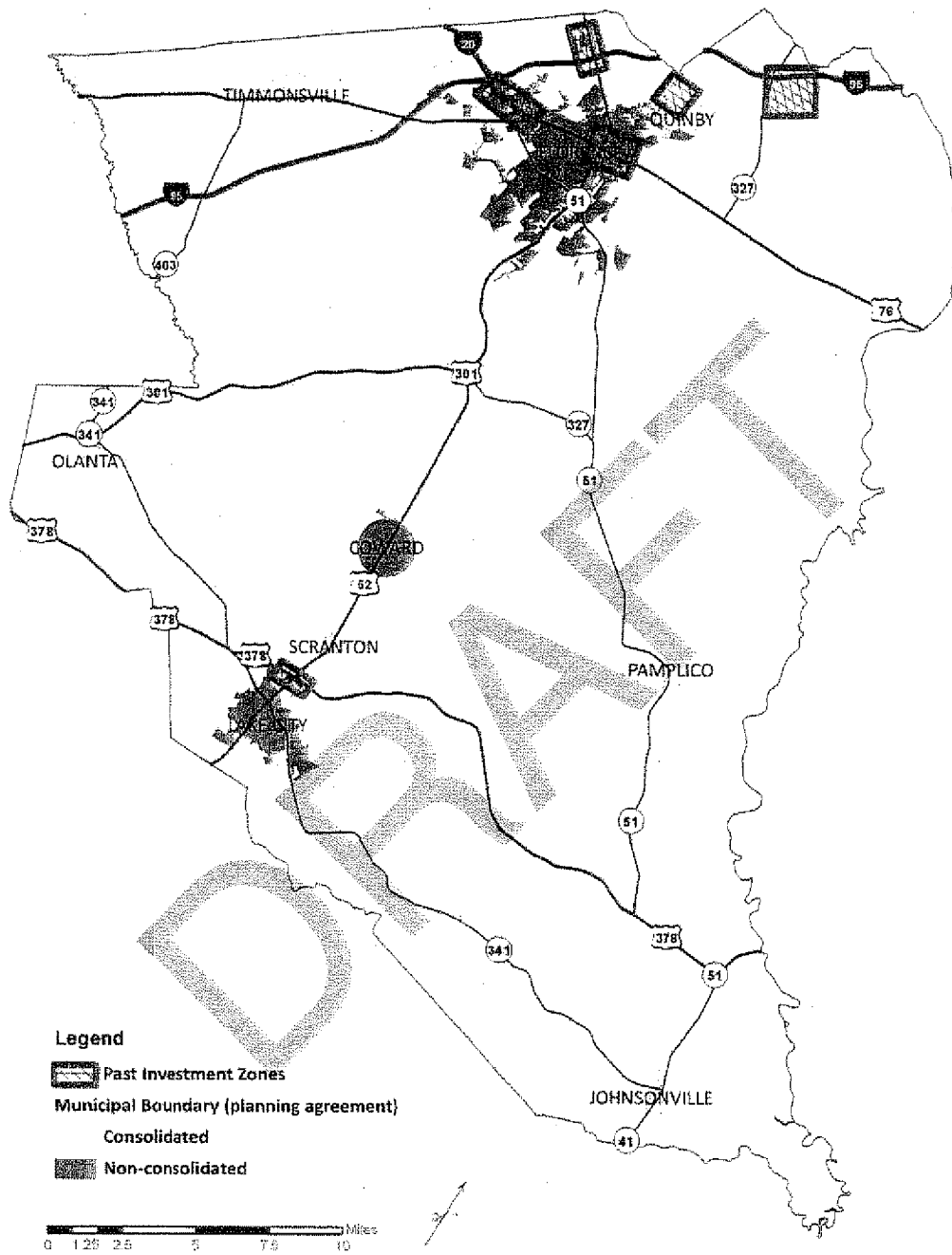
Building Permits

Although not shown in the preceding tables nor sponsored by county funds, building activities by private, public and non-profit entities represent areas of long-term capital investments. Generally, the specific locations of these permits are a result of an anticipated or expanded need for a business, commercial facility or non-profit organization. Tracking the location and value of building permits offers an opportunity to analyze development choices and how private expenditures may relate to public capital improvements.

As part of the analysis for this document, private building activity, represented by permit information, and county capital projects will be compared over a period of time. The resulting trend would then be applied to the next ten years and may show what private investments may be anticipated.

This area intentionally left blank.

Figure 9-2. Past Investment Zones.



Priority Investment Zones

State law prescribes using priority investment zones to indicate areas of significant capital investment and serve as a tool to coordinate investments from multiple stakeholders. Together with information from the Land Use and Transportation elements of this Comprehensive Plan, these zones could help direct development resources to particular areas to maximize use of existing services. In general, these locations of investment may be determined from their proximity to existing services such as utilities.

Incorporating affordable housing plans within these zones can provide adequate access of new developments to county residents regardless of socioeconomic condition, although the role of directly providing affordable housing is assumed by various housing authorities and private investors.

Past Investment Areas

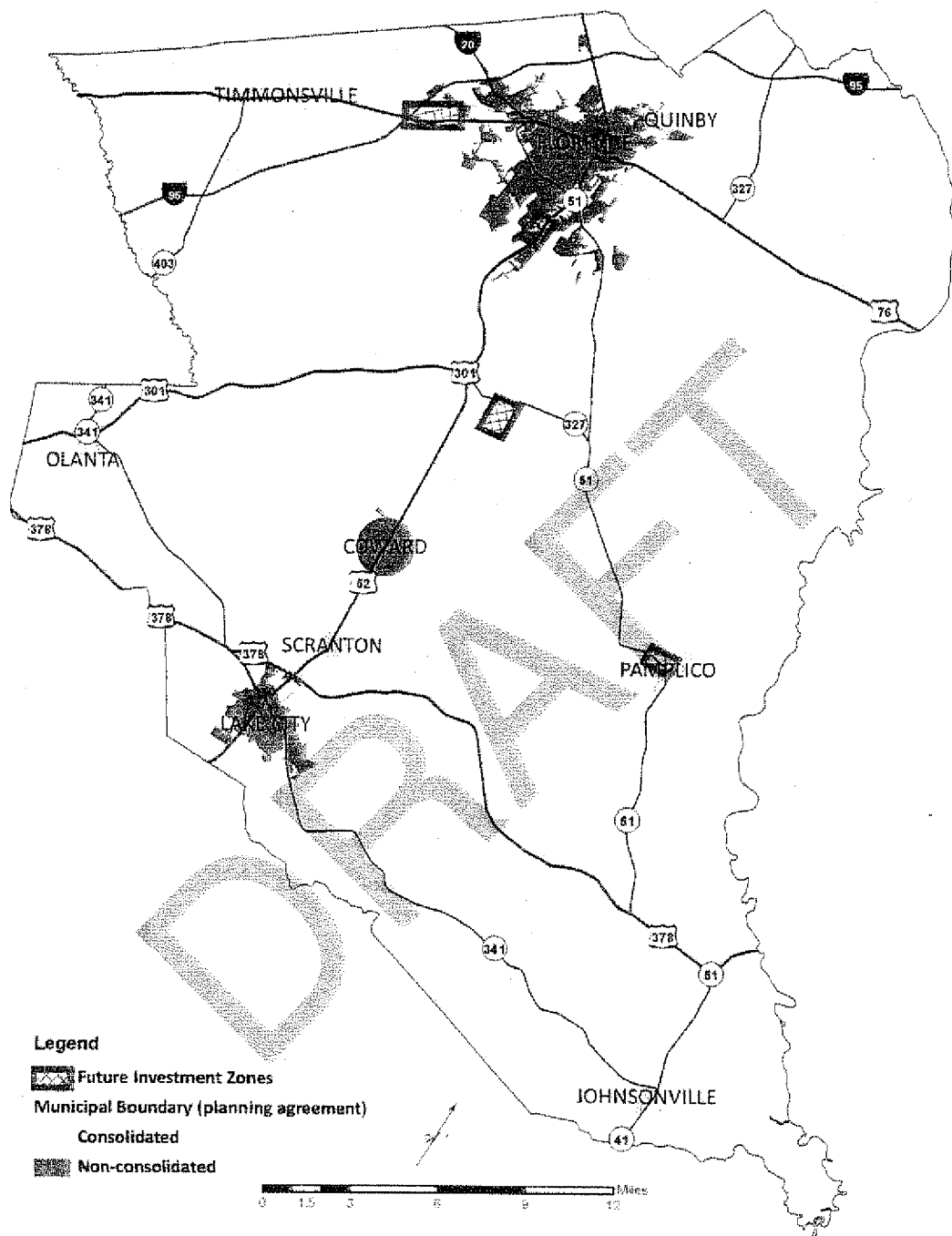
From the analysis of permits and capital project spending since 2006, publicly sponsored capital projects were included in the vicinity of past investment zones. Six zones show significant capital investment activity. Half of these investment zones highlighted in Figure 9-2 closely relate to the location of recent County-sponsored public projects. For example, the Civic Center which is a joint venture with the City of Florence correlates with significant private development in the David McLeod Boulevard corridor. Furthermore, two county-sponsored commercial buildings relate closely to investment zones on US 52 and SC 378.

Future Priority Investment Zones

Anticipating similar relationships between county and private investment as seen since 2006, future county projects are anticipated to leverage significant private investment over the next ten years. Based on location and value of future planned capital projects, Figure 9-3 displays six priority investment zones anticipated to improve private investments while expanding needed public services.

This area intentionally left blank.

Figure 9-3. Future Priority Investment Zones.



In order to facilitate future investment composition, State law directs this document to consider the incorporation of affordable housing and traditional neighborhood design. In order for these elements to be present, appropriate zoning policies may be used to facilitate the implementation of these goals. Future land use designations show how different uses of the county landscape utilize existing natural and provided infrastructure to support different uses (see the Land Use element for more information).

Potential Funding

Many funding opportunities exist to leverage local bonding capacity. Most recently, the federal government has utilized economic stimulus policy to address national economic conditions. Although Florence County is not considering impact fees, it should be noted that some South Carolina jurisdictions do utilize impact fees to offset the negative impacts of new development on the overall tax burden. Recent erosion of tax digests due to emerging state tax policies has greatly increased the negative impact of many types of development. Impact fees offset costs often associated with new infrastructure (roads, parks, police, fire, etc.) necessary to support more development. According to the American Planning Association (APA), development fees defray these infrastructure improvement costs from the existing taxpayer to the developer. According to the 1998 APA Policy Guide on Impact Fees, "...others may instead bear the incidence of the fee (these may include the original landowner, the developer, or the consumer)." The publication goes on to state that this fee transmission did not decrease development, although the economics in the late 1990's were much more positive than 2008-2010. Generally, impact fees are directed by capital improvement plans that prioritize projects.

This area intentionally left blank.

Goals and Implementation Strategies

GOAL 1

Provide a safe, healthy, livable and beautiful community that retains its unique identity and heritage.

Implementation Strategy: *Seek better alternatives and new ideas that improve the quality of life for Florence County residents. Increase regular public outreach and dialogue among residents and professional organizations.*

Time Frame: *Continuous*

GOAL 2

Explore and evaluate alternative methods of obtaining revenue, leveraging existing funds and obtaining grant monies to fund capital improvements and new infrastructure.

Implementation Strategy: *Seek funding opportunities regularly through federal, state and local granting agencies and non-profit organizations. Coordinate grant applications with participating entities, while controlling or reducing recurring costs.*

Time Frame: *Continuous*

GOAL 3

Continue coordination with SCDOT and PDCOG to enhance transportation planning in Florence County.

Implementation Strategy:

- *Identification of roadway improvements in future updates of the FLATS Plan and the six-year Transportation Improvement Plan (TIP) that support the development pattern in the Florence County Comprehensive Plan,*
- *Follow long-term planning for state highways that supports the goals of the Florence County Comprehensive Plan,*
- *Design state highways to support the goals of the Florence County Comprehensive Plan, and*
- *Seek funding to enhance transit use according to the FLATS Long-Range Transportation Plan.*

Time Frame: *Continuous*

GOAL 4

Establish a process by which multi-jurisdictional agreements can be made between the County and adjacent jurisdictions and agencies, school boards, fire districts, etc. to ensure coordinated land use planning and provision of services with efficiency.

Implementation Strategy: *Prepare and discuss the importance of coordinating building capital projects for each entity and show the fiscal benefits to siting new developments near existing infrastructure and utility support.*

Time Frame: Long-term

GOAL 5

Consider implementing an expanded Capital Improvement Plan separately from the budget process that might include funding options in coordination with the land use and transportation elements of the Comprehensive Plan.

Implementation Strategy: *Develop a process to draft a very long term Capital Improvement Plan for consideration as a planning guidance tool.*

Time Frame: Long-term

GOAL 6

Develop and update priority investment zones for areas within Florence County that facilitate increasing more affordable, workforce and/or senior housing development.

Implementation Strategy:

- *Consider 'areas of need' inventory;*
- *Design policies to enhance the ability of cities, towns and housing authorities to develop affordable housing;*
- *Review traditional neighborhood designs as options for property development within PIZs;*
- *Consider mixed-use approach for new and existing developments;*
- *Facilitate an increasingly diverse range of single and multi-family housing;*
- *Implement zoning and permitting schemes that promote these type developments.*

Time Frame: Long-term

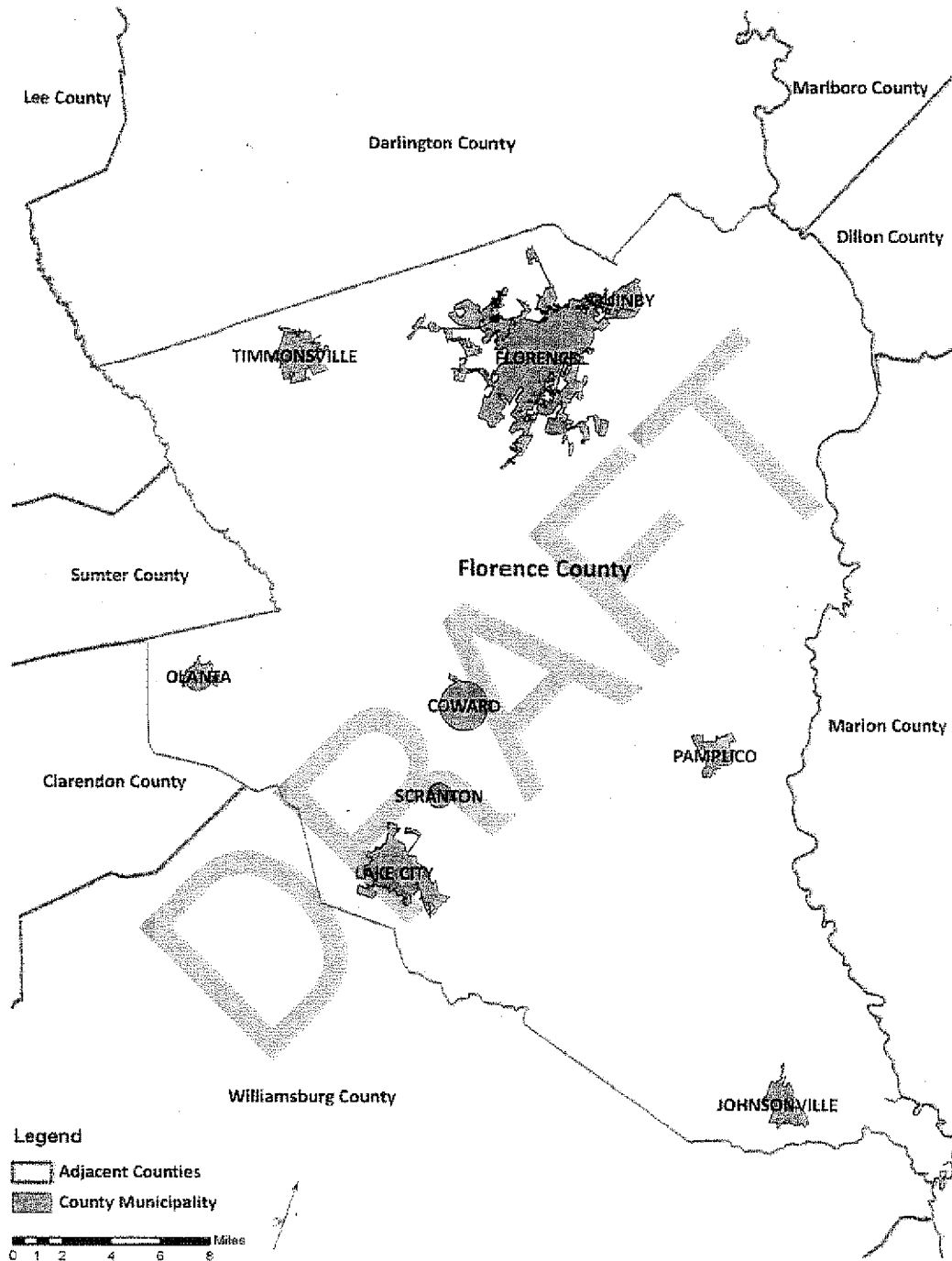
References Consulted

B & B Group Holdings, July, 2010
Clarendon County, June, 2010
City of Florence Community Services, October, 2009
Florence County Finance Department, January, 2010
Florence County Parks & Recreation, April, 2010
Florence School District 1, April, 2010
Florence School District 5, April 2010
GEM Management, Inc., March, 2010
Housing Authority of Florence, October, 2009
Lake City Housing Authority, November, 2009
Landmark Property Management, July, 2010
Meridian Housing, LLC, July, 2010
The National Bean Market Museum, August, 2010
Town of Pamplico, April 2010
Pee Dee Regional Transportation Authority, October, 2009
PK Management, July, 2010
SCAPA 2008. South Carolina Chapter of the American Planning Association, "South Carolina Priority Investment Act: Implementation Guide for Local Governments." First Edition, October 15, 2008.
Scott A. Redinger, Inc., October, 2009
Senior Citizens Association, October, 2009
South Lynches Fire District, July, 2010
South Carolina State Housing Finance and Development Authority, 2009. Accountability Report, FY 2008-2009.
Southern Development Management, July, 2010
West Florence Fire District, July, 2010
Williamsburg County, April 2010

Appendices

DRAFT

Appendix A: Adjacent and Surveyed Florence County Jurisdictions



Appendix B: Element Adoption Date

Florence County TBD

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Third Reading of Ordinance No. 20-2011/12

DEPARTMENT: Economic Development/County Council

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Project Fiber [Naturally Advanced Technologies US Inc.], And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of Taxes Incentive; To Provide For A Sponsor Affiliate; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 20-2011/12.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of proposed Ordinance No. 20-2011/12.

Sponsor(s) : Economic Development
 First Reading : February 16, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : March 15, 2012
 Second Reading : March 15, 2012
 Third Reading : April 19, 2012
 Effective Date : April 19, 2012

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

ORDINANCE NO. 20-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[Authorizing The Execution And Delivery Of One Or More Incentive Agreements By And Among Florence County, South Carolina, And Naturally Advanced Technologies US Inc., And One Or More Affiliated Or Related Entities, As Sponsor, To Provide For A Fee In Lieu Of *Ad Valorem* Taxes Incentive; To Provide For A Sponsor Affiliate; To Provide For The Inclusion Of The Project In A Multi-County Business Or Industrial Park; To Provide For Special Source Revenue Credits; To Provide For A County Grant For Job Creation And To Enter Into Any Other Necessary Agreements To Effect The Intent Of This Ordinance; And Other Related Matters.]

WHEREAS:

1. The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Title 4 and Title 12 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act") (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("PILOT") with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Marion County, South Carolina ("Park"); and (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and
2. Naturally Advanced Technologies US Inc., as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities ("Company"), and any Sponsor Affiliates that the Company may designate and have the County approve herein or by subsequent resolution are planning an investment consisting of the expenditure of approximately \$8,000,000 ("Investment") and the creation of approximately 25 jobs ("Jobs") and to acquire by construction, lease and purchase certain land, buildings, furnishings, fixtures, apparatus, and equipment, for the purpose of establishing a manufacturing facility to be located in the County on one or more parcels as set forth on the Exhibit A (collectively, "Project"); and
3. By its Resolution adopted on February 16, 2012, the County identified the Project, as required by the Act; and
4. In accordance with Section 3 of the agreement titled "Agreement for Development of Joint County Industrial and Business Park" approved by the Florence County Council Ordinance #04-2002/03 dated September 19, 2002, as subsequently executed and amended, the Company has requested the County to authorize the expansion of the Park's boundaries to include the Project; and

5. The County has determined to include the Project in the boundaries of the Park and to ensure that the Project remains in the Park for no less than the term of the Fee Agreement; and
6. In connection with the Project, the Company has requested the County to enter into a fee-in-lieu of *ad valorem* taxes agreement, to the extent and subject to the conditions provided in that agreement, to establish the commitments of (i) the Company to make the Investment and create the Jobs; and (ii) the County to provide a FILOT arrangement; and
7. The County has determined: (i) to offer a FILOT arrangement and enter into a fee-in-lieu of *ad valorem* taxes agreement with the Company, the form of which is attached as **Exhibit B** ("Fee Agreement"), but with the principal terms as follows: 30-year term, 6% assessment ratio, and a fixed millage rate equal to the lower of that millage rate in effect for the Project site, for all taxing entities, on June 30, 2011, which the parties hereto believe to be 339.5 mills for the entire term of the FILOT arrangement; (ii) the provision of an annual Special Source Revenue Credit for a period of 10 years equal to 25% of the annual FILOT payment due the County for the Project in the MCIP, with the exception of any real property being leased by the Company at the Project from the Property Owner (defined below), for which the SSRC shall be equal to 40%; and (iii) the provision of a job creation grant equal to One-Thousand Dollars (\$1,000) per individual hired by the Company, provided such individual is a resident of the County, the terms and conditions of which will be further set forth in the Fee Agreement or other ancillary incentive agreement between the Company and the County; and
8. The site at which the Project will be located is owned by Colony Square Investment Company, LLC ("Property Owner") and the Property Owner will lease the Project site to the Company; and
9. The County desires to approve the Property Owner as a Sponsor Affiliate for purposes of the FILOT arrangement herein; and
10. The County has determined to provide the Property Owner for the exclusive benefit of the Company, an annual SSRC for a period of 10 years equal to 40% of those fee-in-lieu of *ad valorem* tax payments due the County for the Project site being leased by the Company, the terms of which are more fully set forth in an infrastructure credit agreement attached hereto as **Exhibit C** ("Infrastructure Credit Agreement").

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

Section 1. *Statutory Findings.* The County hereby finds and affirms based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 2. *Authorization to Execute and Deliver Fee Agreement.* The County Council authorizes and directs the County Council Chairman to execute the Fee Agreement, with any minor modifications and revisions by the County Administrator and the County Attorney, which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Fee Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Chairman and the Clerk to County Council are further authorized and directed to deliver the executed Fee Agreement to the Company.

Section 3. *Authorization to Execute and Deliver Infrastructure Credit Agreement.* The County Council authorizes and directs the County Council Chairman to execute the Infrastructure Credit Agreement, with any minor modifications and revisions by the County Administrator and the County

Attorney, which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Infrastructure Credit Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Chairman and the Clerk to County Council are further authorized and directed to deliver the executed Infrastructure Credit Agreement to the Company and the Property Owner.

Section 4. *Park Boundaries.* The expansion of the Park boundaries to include the Project is contained in Ordinance No. 23-2011/12, and the County Council agrees to ensure that the Project is incorporated into and remains in the Park for no less than the term of the Fee Agreement. The Company may request, from time to time, that a portion of the Project be removed from the Park.

Section 5. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 6. *Sponsor Affiliates.* The County Council hereby approves the Property Owner as a Sponsor Affiliate and, at the request of the Company, shall approve any other appropriate and duly qualified future Sponsor Affiliates under the Act by resolution and further agrees, upon request of the Company, to modify the Fee Agreement to reflect the addition of such Sponsor Affiliates as a party thereto.

Section 7. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

FLORENCE COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

Connie Y. Haselden, Clerk to Council
Florence County Council

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

EXHIBIT A

Property Description

Property Description

Those parcels located at 1728 North Old River Road, Pamplico, South Carolina, 29583 as identified by the following currently applicable tax map numbers:

TMS: 00396-02-024 (Cypress Property)
 00396-02-010 (Pamplico Property)

DRAFT

EXHIBIT B

Fee Agreement

[Attached]

DRAFT

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

NATURALLY ADVANCED TECHNOLOGIES US INC.

AND

FLORENCE COUNTY, SOUTH CAROLINA

April 19, 2012

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
(803) 255-8000**

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS

<i>Section 1.1</i>	<i>Terms</i>	2
--------------------	--------------------	---

ARTICLE II REPRESENTATIONS AND WARRANTIES

<i>Section 2.1</i>	<i>Representations of the County</i>	4
<i>Section 2.2</i>	<i>Representations of the Company</i>	4

ARTICLE III FILOT PAYMENTS

<i>Section 3.1</i>	<i>Negotiated Payments</i>	5
<i>Section 3.2</i>	<i>FILOT Payments on Replacement Property</i>	8
<i>Section 3.3</i>	<i>Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty</i>	8
<i>Section 3.4</i>	<i>Place and Allocation of FILOT Payments</i>	8
<i>Section 3.5</i>	<i>Removal of Equipment</i>	8
<i>Section 3.6</i>	<i>Damage or Destruction of Project</i>	8
<i>Section 3.7</i>	<i>Condemnation</i>	9
<i>Section 3.8</i>	<i>Maintenance of Existence</i>	9
<i>Section 3.9</i>	<i>Confidentiality/Limitation on Access to Project</i>	9
<i>Section 3.10</i>	<i>Assignment and Subletting</i>	10
<i>Section 3.11</i>	<i>Addition of Sponsor Affiliates</i>	10
<i>Section 3.12</i>	<i>Events of Default</i>	10
<i>Section 3.13</i>	<i>Remedies on Default</i>	10
<i>Section 3.14</i>	<i>Remedies Not Exclusive</i>	11
<i>Section 3.15</i>	<i>Leased Equipment</i>	11
<i>Section 3.16</i>	<i>Waiver of Recapitulation Requirements</i>	11
<i>Section 3.17</i>	<i>Fiscal Year; Property Tax Year</i>	11

ARTICLE IV MISCELLANEOUS

<i>Section 4.1</i>	<i>Notices</i>	11
<i>Section 4.2</i>	<i>Binding Effect</i>	12
<i>Section 4.3</i>	<i>County Jobs Grant</i>	12
<i>Section 4.4</i>	<i>State Grant</i>	13
<i>Section 4.5</i>	<i>Counterparts</i>	13

Section 4.6	<i>Governing Law</i>	13
Section 4.7	<i>Headings</i>	13
Section 4.8	<i>Amendments</i>	13
Section 4.9	<i>Further Assurance</i>	13
Section 4.10	<i>Severability</i>	13
Section 4.11	<i>Limited Obligation</i>	13
Section 4.12	<i>Force Majeure</i>	13

Exhibit List

Exhibit A – Property Description

DRAFT

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement") is made and entered into as of April 19, 2012, by and between Florence County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Florence County Council ("County Council") as the governing body of the County, and Naturally Advanced Technologies US Inc., a Nevada corporation authorized to transact business in the State of South Carolina, along with affiliated or related entities, and assigns, including one or more Sponsor Affiliates, to the extent allowed by and as defined in Section 12-44-30 of the Code, as amended (collectively, "Company") (hereinafter, the County and the Company are referred to individually as a "Party" and, collectively, as "Parties").

WITNESSETH:

(a) The County acting by and through its County Council is authorized and empowered under and pursuant to the provisions of Title 4 and Title 12 of the Code of Laws of South Carolina, 1976, as amended (collectively, "Act") (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes ("FILOT") with respect to such investment; (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County has created previously a multi-county park with Marion County, South Carolina ("Park"); and (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended ("Infrastructure Credit Act"); and

(b) Pursuant to the Act, the County affirms that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public; and

(c) The Company is planning an investment consisting of the expenditure of approximately \$8,000,000 ("Investment Commitment") and the creation of approximately 25 jobs ("Jobs Commitment"), which exceeds the requirements for benefits under the Act, and to acquire by construction, lease and purchase certain land, buildings, furnishings, fixtures, apparatus, and equipment, for the purpose of establishing a manufacturing facility to be located in the County on the parcels more fully described on Exhibit A (collectively, "Project"); and

(d) Pursuant to a Resolution adopted February 16, 2012, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 20-2011/12 adopted April 19, 2012 ("Fee Ordinance"), authorized (i) the execution and delivery of this Fee Agreement with the Company; (ii) the inclusion of the Project in the Park, as further defined in that "Agreement for Development of Joint County Industrial and Business Park" approved by the Florence County Council Ordinance #04-2002/03 dated September 19, 2002, as will hereinafter be subsequently amended by

Ordinance No. 23-2011/12 dated May 17, 2012 ("MCIP Agreement"); (iii) the provision of Special Source Revenue Credits in amounts as more fully described in this Fee Agreement; and (iv) the provision of a job creation grant equal to One-Thousand Dollars (\$1,000) per individual hired by the Company, provided such individual is a resident of the County, the terms and conditions of which are further set forth in this Fee Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Chair" means the Chair of the County Council of Florence County, South Carolina.

"Clerk of County Council" means the Clerk to the County Council of Florence County, South Carolina.

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

"Commencement Date" means the earlier of: (a) the last day of the first property tax year during which Economic Development Property (defined below) is placed in service and (b) the last day of the property tax year that is three years from the year in which the Parties entered into this Fee Agreement.

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

"County Council" means the Florence County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 3.5 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.6 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement.

"Economic Development Property" means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with their annual filing of a SCDOR PT-100, PT-300 or comparable forms with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

"Equipment" means all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period as a part of the Project.

"Event of Default" means any Event of Default specified in Section 3.12 of this Fee Agreement.

"Fee Term" or "Term" means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT" means fee in lieu of *ad valorem* tax.

"FILOT Payments" means the payments in lieu of taxes which the Company is obligated to pay to the County.

"Improvements" mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company during the Investment Period.

"Initial Investment Period" means the period beginning with the first day that economic development property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. As described in Section 3.1 of this Fee Agreement, the County may extend this period in accordance with the Act.

"Investment" shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, that are made towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development property, without regard to the depreciation that are made towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company, without regard to the depreciation, regardless of the source of payment of such expenditures; and (iv) any other expenditures made by the Company that the County and the Company may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator.

"Investment Period" means the Initial Investment Period plus any extension as authorized by the Act and this Fee Agreement.

"Phase" or "Phases" in respect to the Project means the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" means with respect to each Phase of the Project the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the twenty-ninth full calendar year, after the Commencement Date, provided, however, the County and the Company are entitled to extend the Phase Termination Date up to the maximum period of years that the annual fee payment is available to the Company under Section 12-44-30(20) of the Act, as amended.

"Project" is further defined to include the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Real Property" means real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" means the following types of components or Phases of the Project or portions thereof, all of which the Company, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) of this Fee Agreement.

"Replacement Property" means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 3.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 *Representations of the County.* The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a "project" within the meaning of the Act.

(c) 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 under the Act.

Section 2.2 *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

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

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, as follows: (i) the Company shall make FILOT Payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 during the Initial Investment Period, projected to be December 31, 2017, or December 31, 2022, if the Initial Investment Period is extended as set forth in the Act.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 3.3 hereof):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following twenty-nine years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years, thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 339.5 mills, which is believed to be that rate in effect on June 30, 2011, for all taxing entities for the Project site (which millage rate shall be a fixed rate for the term of this

Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of thirty (30) years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if so approved by the County.

- Step 4: The County shall provide to the Company as permitted under the Infrastructure Credit Act, as amended, a Special Source Revenue Credit ("SSRC") in consecutive annual installments in an amount as provided below for a period of ten (10) years, beginning in the year in which the Company's initial FILOT Payment is due the County ("Credit Period"), which the parties anticipate to be January 15, 2014 (for the property tax year 2013). The value of the annual SSRC shall equal twenty-five percent (25%) of the annual FILOT Payment due for the Project in the Park ("SSRC Percentage"). The County shall automatically calculate the SSRC and reflect the FILOT Payment(s) net of the SSRC on the Company's annual FILOT invoice(s). This arrangement shall survive irrespective of any change of ownership relating to the Project that may occur during the Credit Period.

The Company is required to use the SSRC to pay for or reimburse itself for eligible expenditures, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company's property, for improved or unimproved real estate or for machinery and equipment provided that any SSRC benefits shall be first deemed to be applied to the eligible expenditures other than the machinery and equipment.

If, by the end of the Initial Investment Period, the Company, based on the formula below, achieves an "Achievement Factor" at or above sixty-five (65%) of its Investment Commitment and Job Commitment, then the Company shall be deemed by the County to have complied with its commitments under this Fee Agreement and the SSRC benefits shall continue unchanged under this Fee Agreement. The formula to calculate the Achievement Factor is as follows:

$$75\% * (\text{Investment Achieved} / \text{Investment Commitment}) + 25\% * (\text{Jobs Achieved} / \text{Job Commitment}) = \text{Achievement Factor}$$

Note: The formula above shall take into account any investment and jobs exceeding the Investment Commitment or Job Commitment, respectively.

If, by the end of the Initial Investment Period, the Achievement Factor is less than sixty-five percent (65%), then the Company shall be deemed by the County to have complied with its commitments under this Fee Agreement and the SSRC benefits shall continue; however, the SSRC in succeeding years after the Initial Investment Period shall be adjusted prospectively in accordance with the following adjustment formula. The Adjusted SSRC Percentage shall become the applicable SSRC during the remainder of the Credit Period.

Adjustment Formula

Step A:

$75\% * (\text{Investment Achieved} / \text{Investment Commitment}) + 25\% * (\text{Jobs Achieved} / \text{Job Commitment}) = \text{Achievement Percentage}$

Step B:

$\text{SSRC Percentage (which is 25\%)} * \text{Achievement Percentage} = \text{Adjusted SSRC Percentage}$

Note: The formula above shall take into account any investment and jobs exceeding the Investment Commitment or Job Commitment, respectively.

(c) The County agrees to ensure that the Project is incorporated and remains in the Park during the Fee Term. If, for any reason, the MCIP Agreement is modified, or otherwise terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive SSRC benefits, equal to the SSRC benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to make arrangements with the Company to offer an alternative arrangement that would deliver benefits with the same value as those SSRC benefits set forth in this Fee Agreement during the remainder of the Credit Period.

(d) In the event that the Company does not achieve the minimum statutory investment of \$2,500,000 (or such other lower amount as may be established by an amendment to the Act) by the end of the Initial Investment Period, then the fee in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from *ad valorem* taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been subject to the Act. Any amount determined to be due and owing to the County from the Company with respect to a year or years, during the Initial Investment Period, for which fee in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of fee in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

(e) In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never at a level lower than the level set forth in this Section, pursuant to this Fee Agreement.

(f) In the event that the Act and/or the above-described FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 FILOT Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the FILOT Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the FILOT Payments to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 3.3 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project after the Initial Investment Period or, if applicable, the Investment Period and during the remainder of the FILOT Term, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.4 Place and Allocation of FILOT Payments. The Company shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.5 Removal of Equipment. Subject always to Section 3.3., the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases ("Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem taxes*; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 3.6(c) or Section 3.7(b)(iii) hereof.

Section 3.6 Damage or Destruction of Project.

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may, in its

sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 3.1 hereof, to the extent allowed by the Act.

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

Section 3.7 Condemnation.

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.8 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company or its parent are specifically authorized hereunder; and further, the Company is entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.10 hereof. Such transfers to a successor entity substantially similar to the Company in nature and function are specifically approved and authorized by the County without any further action by the County Council.

Section 3.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" information and data in its operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company's operations could 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 and pursuant to the County's police powers, 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; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall knowingly and intentionally 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. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, 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.

Section 3.10 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld.

Section 3.11 Addition of Sponsor Affiliates. The County agrees to approve any future sponsor affiliate that would qualify for the benefits offered under this Fee Agreement. Pursuant to Section 12-44-130 of the Act, the Company may request the addition of a sponsor affiliate and, upon approval by resolution of the County Council shall become eligible for the benefits under this Fee Agreement.

Section 3.12 Events of Default. The following are "Events of Default" under this Fee Agreement, and the term "Events of Default" means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

The FILOT benefits of the Company shall continue hereunder, as provided for under Section 12-24-100 of the Act, so long as the Company has achieved the minimum investment of \$2,500,000 by the end of the Initial Investment Period.

Section 3.13 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company of such default and after the expiration of a thirty (30) day cure period, shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement; and

(c) With respect to the SSRC benefits provided to the Company as set forth in Section 3.1, the adjustment formula set forth therein shall serve as the County's exclusive remedy under this Fee Agreement.

Section 3.14 Remedies Not Exclusive. Subject to Section 3.13(c), no remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or 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. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 3.15 Leased Equipment. To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from at least one third party, under any form of lease, then that personal property, at the Company's sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company. This Fee Agreement is interpreted or modified as appropriate to give proper application to this Fee Agreement to the additional personal property without any amendment to this Fee Agreement; therefore, no action by County Council is required. The County Administrator, after consulting with the County Attorney, is authorized to make modifications, if any, as may be appropriate to give effect to this Section.

Section 3.16 Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.17 Fiscal Year; Property Tax Year. If the Company's fiscal year changes so as to cause a change in the Company's property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

ARTICLE IV MISCELLANEOUS

Section 4.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Florence County, South Carolina
 ATTN: Thomas B. Robinson
 County Administrator
 Florence County
 180 North Irby Street
 Florence, South Carolina 29501
 Telephone: (843) 665-3035
 Facsimile: (843) 665-3070
 Email: trobinson@florenceco.org

WITH A COPY TO:
(shall not constitute notice)

Florence County, South Carolina
ATTN: McEachin D. Malloy, Esq.
County Attorney
2117-C West Palmetto Street
Florence, South Carolina 29501
Telephone: (843) 665-0135
Facsimile: (843) 665-0716
Email: d239@bellsouth.net

AS TO THE COMPANY:

Naturally Advanced Technologies US Inc.
ATTN: Guy Prevost
Chief Financial Officer
402-1008 Homer Street
Vancouver BC V6B 2X1
Canada
Telephone: (250) 658-8582, Ext. 305
Facsimile: (250) 658-8586
Email: guy@naturallyadvanced.com

WITH A COPY TO:
(shall not constitute notice)

Parker Poe Adams & Bernstein LLP
ATTN: Sam C. Moses, Esquire
Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29202
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
Email: sammoses@parkerpoe.com

Section 4.2 Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 County Jobs Grant. If, on or before the end of the Initial Investment Period, the Company has achieved the Jobs Commitment under this Fee Agreement, then the Company shall be entitled to receive a cash grant equal to \$1,000 for each employee up to a maximum grant of \$25,000 ("Jobs Grant"), provided that the Jobs Grant will only apply for those employees that (a) were a resident of the County on the respective employee's initial hiring date; (b) have been employed by the Company for no less than 36 months from the employee's hiring date; and (c) have worked on a full-time basis for a substantial portion of the 36 month period (those employees who work at least 35 hours per week excluding any applicable leave time shall be considered to be employed on a full-time basis for purposes of this Fee Agreement). At the time that the Company desires to claim the Jobs Grant, it shall provide written notification to the County that it has met the requirements to qualify for the Jobs Grant and identify the value of the Jobs Grant to which it is entitled. Within thirty (30) days of receipt of written notice from the Company, ("Notice Period") the County shall issue a check to the Company in the amount of the Jobs Grant stated in such notice. Before the end of the Notice Period, the County may request the Company to allow an inspection of any payroll and employee documentation to verify the number of

qualifying employees of the Company and the Jobs Grant due the Company ("Inspection"). If an Inspection is conducted by the County, the County shall have an additional thirty (30) days from the end of the Notice Period to provide a check in the amount of the Jobs Grant to the Company.

Section 4.4 State Grant. In addition to any benefits being provided to the Company by the County pursuant to this Fee Agreement, the County has agreed to receive and administer a grant for the benefit of the Project in the amount of \$263,500 from the South Carolina Coordinating Council for Economic Development ("State Grant"). The terms and conditions relating to the State Grant shall be more fully set forth in whatever ancillary agreements the respective parties deem appropriate.

Section 4.5 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 4.6 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.7 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 4.8 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.9 Further Assurance. From time to time, and at the Company's expense, the County agrees to execute and deliver to the Company such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.10 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strong inducement to locate the Project in the County.

Section 4.11 Limited Obligation. NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.12 Force Majeure. Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

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

[End of Document – Signature Page to Follow]

FLORENCE COUNTY, SOUTH CAROLINA

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

(SEAL)

ATTEST:

Connie Y. Haselden
Florence County, South Carolina

DRAFT

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

NATURALLY ADVANCED TECHNOLOGIES
US INC.

BY _____

ITS _____

DRAFT

EXHIBIT A

Property Description

Those parcels located at 1728 North Old River Road, Pamplico, South Carolina, 29583 as identified by the following currently applicable tax map numbers:

TMS: 00396-02-024 (Cypress Property)
00396-02-010 (Pamplico Property)

DRAFT

EXHIBIT C

Infrastructure Credit Agreement

[Attached]

DRAFT

INFRASTRUCTURE CREDIT AGREEMENT

BETWEEN

FLORENCE COUNTY, SOUTH CAROLINA

AND

NATURALLY ADVANCED TECHNOLOGIES US INC.

AND

COLONY SQUARE INVESTMENT COMPANY, LLC

APRIL 19, 2012

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450 (29201)**

**POST OFFICE BOX 1509
COLUMBIA, SOUTH CAROLINA 29202-1509
(803) 255-8000**

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT ("Agreement") is made and entered into as of April 19, 2012, by and among Florence County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Florence County Council ("County Council") as the governing body of the County; Colony Square Investment Company, LLC, its affiliated and related entities and assigns ("CSIC"); and Naturally Advanced Technologies US Inc., a Nevada corporation, authorized to transact business in South Carolina, its affiliated and related entities and assigns, including one or more Sponsor Affiliates ("Company"), with respect to the Project (defined below).

WITNESSETH:

(a) The County is authorized by Title 4, Chapter 1 and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Act") to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property within these parks as an inducement to companies to locate within the County; and (iii) grant annual credits (each referred to herein as a "Special Source Revenue Credit" or an "SSRC") against the annual fee in lieu of *ad valorem* tax payments to be made to the County to offset the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving a project or for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise to enhance the economic development of the County.

(b) The Company is planning an investment consisting of the expenditure of approximately \$8,000,000 ("Investment Commitment") and the creation of approximately 25 jobs ("Jobs Commitment"), and to acquire by construction, lease and purchase certain land, buildings, furnishings, fixtures, apparatus, and equipment, for the purpose of establishing a manufacturing facility to be located in the County on the parcels more fully described on Exhibit A (collectively, "Project," which includes only those amounts invested by the Company no later than the end of the Initial Investment Period, as that term is defined in the Fee Agreement (defined below)).

(c) The County and the Company entered into a fee-in-lieu of *ad valorem* taxes agreement dated April 19, 2012 ("Fee Agreement").

(d) CSIC currently owns the following properties, all of which are located at 1728 North Old River Road, Pamplico, South Carolina, 29583: (i) an approximately 146,930 square foot industrial and office building known as the Cyprus Building, along with approximately 100 acres of adjacent property which includes the adjacent parking lot and access from North Old River Road in the County ("Cyprus Property"); and (ii) an approximately 273,062 square foot building, commonly referred to as the Pamplico Building, along with approximately 45.726 acres of adjacent property ("Pamplico Property") (the Cyprus Property and the Pamplico Property shall each be referred to herein as a "Property", or taken together, shall be referred to herein as the "Properties").

(e) The Company will lease the Cyprus Property for the purpose of establishing and operating manufacturing, warehousing and related facilities in the County for a term ending on or before May 31, 2022 and the Pamplico Property for a term ending on or before December 31, 2013.

(f) By a forthcoming County Ordinance No. 23-2011/12 dated May 17, 2012, and a forthcoming companion Ordinance by Marion County, the Project, including the Properties, will be placed in a multi-county industrial park ("Park") as previously formed by that "Agreement for Development of Joint

County Industrial and Business Park” approved by the Florence County Council Ordinance #4-2002/03 dated September 19, 2002, as subsequently executed and amended (“Park Agreement”).

(g) Pursuant to the provisions of the Park Agreement, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project within the Park and the monies received from the payments in lieu of taxes are distributed pursuant to the Park Agreement to Marion County and the County (each, a “FILOT Payment”).

(h) The County has agreed to provide a Special Source Revenue Credit against the annual FILOT Payments attributable to each of the Properties, for the respective lease terms during which each of the Properties are leased by the Company, and each Special Source Revenue Credit will equal forty percent (40%) of each annual FILOT Payment for a period of not more than ten (10) years, beginning with first property tax year in which the Company begins leasing each of the respective Properties, projected to be property tax year 2012, subject to the terms and conditions below.

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Agreement, the Parties agree to the following.

Section 1. *Infrastructure Credit for Properties.* For each year the Company leases the respective Properties, both of which are projected to begin in property tax year 2012 (*i.e.*, the FILOT Payment due on or before January 15, 2013), the County grants an SSRC to CSIC for the exclusive benefit of the Company in an amount equal to forty percent (40%) of each FILOT Payment due for each of the respective Properties for a period of not more than ten (10) years (“Credit Period”). The SSRC set forth in this Agreement shall only apply to the FILOT Payments due with respect to the Properties and, under no circumstances, shall the SSRC set forth in this Agreement be applied to any FILOT Payment(s) made separately by the Company under the Fee Agreement.

In no event shall CSIC or the Company claim or receive an SSRC, as provided herein, for any of the applicable Properties for which a FILOT Payment is due unless the Company used the applicable Property during the period for which such FILOT Payment is due.

Any SSRC provided under this Agreement shall be used for eligible expenditures, as permitted by the Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Company’s property, for improved or unimproved real estate or for machinery and equipment provided that any SSRC benefits shall be first deemed to be applied to the eligible expenditures other than the machinery and equipment.

Section 2. *Adjustment of Infrastructure Credits.* If, by the end of the Initial Investment Period, the Company, based on the formula below, achieves an “Achievement Factor” at or above sixty-five (65%) of its Investment Commitment and Job Commitment, then the Company shall be deemed by the County to have complied with its commitments under this Agreement and the SSRC benefits shall continue unchanged under this Agreement. The formula to calculate the Achievement Factor is as follows:

$$75\% * (\text{Investment Achieved} / \text{Investment Commitment}) + 25\% * (\text{Jobs Achieved} / \text{Job Commitment}) = \text{Achievement Factor}$$

Note: The formula above shall take into account any investment and jobs exceeding the Investment Commitment or Job Commitment, respectively.

If, by the end of the Initial Investment Period, the Achievement Factor is less than sixty-five percent (65%), then the Company shall be deemed by the County to have complied with its commitments under this Agreement and the SSRC benefits shall continue; however, the SSRC in succeeding years after the Initial Investment Period shall be adjusted prospectively in accordance with the following adjustment formula. The Adjusted SSRC Percentage shall become the applicable SSRC during the remainder of the Credit Period.

Adjustment Formula

Step A:

$75\% * (\text{Investment Achieved} / \text{Investment Commitment}) + 25\% * (\text{Jobs Achieved} / \text{Job Commitment}) = \text{Achievement Percentage}$

Step B:

$\text{SSRC Percentage (which is 25\%)} * \text{Achievement Percentage} = \text{Adjusted SSRC Percentage}$

Note: The formula above shall take into account any investment and jobs exceeding the Investment Commitment or Job Commitment, respectively.

Section 3. *County to Ensure Project and Properties remain in the Park during Fee Term.* The County agrees to ensure that the Project and Properties remain in the Park during the Fee Term (as defined in the Fee Agreement). If, for any reason, the Park Agreement is modified, or otherwise terminated, then the County shall ensure that the Project and Properties shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive Special Source Revenue Credit benefits, equal to the Special Source Revenue Credit benefits set forth in this Agreement. To the extent that no multi-county park arrangement exists to which the County is a party, then the County agrees to make arrangements with the Company and CSIC to offer an alternative arrangement that would deliver the same value of the benefits as those Special Source Revenue Credit benefits set forth in this Agreement during the remainder of the Credit Period.

Section 4. *Delivery of the Infrastructure Credit.* The County shall automatically calculate the SSRC and reflect the FILOT Payment(s) net of the SSRC on the Company's annual FILOT invoice(s) for each of the Properties. This arrangement shall survive irrespective of any change of ownership relating to the Project that may occur during the Credit Period.

Section 5. *Relationship Between Company and CSIC.* The parties acknowledge and agree that the relationship between the Company and CSIC is a tenant/landlord relationship. The Company and CSIC are not affiliates of one another in any fashion other than for purposes set forth in this Agreement. Anything to the contrary contained in this Agreement notwithstanding, the County acknowledges and agrees that the Company shall not be responsible for any of the obligations of CSIC pursuant to this Agreement or the Act, and CSIC shall not be responsible for any of the obligations of the Company pursuant to this Agreement or the Act.

Section 6. *Notices.* Any notice, election, demand, request or other communication to be provided under this Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage

prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Florence County, South Carolina

ATTN: Thomas B. Robinson
County Administrator
Florence County
180 North Irby Street
Florence, South Carolina 29501
Telephone: (843) 665-3035
Facsimile: (843) 665-3070
Email: trobinson@florenceco.org

WITH A COPY TO:
(shall not constitute notice)

Florence County, South Carolina
ATTN: McEachin D. Malloy, Esq.
County Attorney
2117-C West Palmetto Street
Florence, South Carolina 29501
Telephone: (843) 665-0135
Facsimile: (843) 665-0716
Email: d239@bellsouth.net

AS TO THE COMPANY:

Naturally Advanced Technologies US Inc.
ATTN: Guy Prevost
Chief Financial Officer
402-1008 Homer Street
Vancouver BC V6B 2X1
Canada
Telephone: (250) 658-8582, Ext. 305
Facsimile: (250) 658-8586
Email: guy@naturallyadvanced.com

WITH A COPY TO:
(shall not constitute notice)

Parker Poe Adams & Bernstein LLP
ATTN: Sam C. Moses, Esquire
Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29202
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
Email: sammoses@parkerpoe.com

AS TO CSIC:

Colony Square Investment Company, LLC
ATTN: James H. Lagos
Colony Square Investment Company, LLC
One South Limestone Street, Suite 1000
Springfield, Ohio 45502
Telephone: (937) 323-5555
Facsimile: (937) 323-6564
Email: jameshlagos@lagoscentral.com

Section 7. *Binding Effect.* This Agreement is binding, in accordance with its terms, upon and inures to the benefit of the Company, and its respective successors and assigns, and to CSIC, and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 8. *Counterparts.* The Parties may execute this Agreement in any number of counterparts, in original or by facsimile or electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 9. *Governing Law.* This Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the State of South Carolina. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 10. *Amendments.* The Parties may modify or amend this Agreement only in a writing signed by the Parties.

Section 11. *Further Assurance.* From time to time the County shall execute and deliver to the Company or CSIC any additional instruments as the Company reasonably requests to evidence or effectuate the purposes of this Agreement.

Section 12. *Severability.* If any provision of this Agreement is illegal, invalid or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid or unenforceable provision are reformed to effectuate most closely the legal, valid and enforceable intent and to afford the Company, and CSIC for the benefit of the Company, with the maximum benefits to be derived under this Agreement and the Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage investment in the Project.

Section 13. *Assignment.* This Agreement may be assigned in whole or in part. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution.

Section 14. *Limited Obligation.* THE PROJECT GIVES RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR THE CITY OR ANY OTHER INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 15. *Force Majeure.* The Company, or CSIC, is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's, or CSIC's, reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

FLORENCE COUNTY, SOUTH CAROLINA

By: K.G. "Rusty" Smith, Jr.
Its: County Council Chairman

Attest:

By: Connie Y. Haselden
Its: Clerk to County Council

DRAFT

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

**NATURALLY ADVANCED TECHNOLOGIES US
INC.**

By: _____

Its: _____

DRAFT

IN WITNESS WHEREOF, CSIC has caused this Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

COLONY SQUARE INVESTMENT COMPANY, LLC

By: _____

Its: _____

DRAFT

EXHIBIT A
Property Description

Those parcels located at 1728 North Old River Road, Pamplico, South Carolina, 29583 as identified by the following currently applicable tax map numbers:

TMS: 00396-02-024 (Cypress Property)
00396-02-010 (Pamplico Property)

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Second Reading - Ordinance No. 21-2011/12

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

(An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008; And to Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Florence County currently owns property located at 124 Epps Street, Lake City, South Carolina, Tax Map Number 80008-12-008, which formerly served as the old Lake City Health Department building.
2. The County has no future plans for the property and Florence School District Three has expressed an interest in the property.
3. Council can declare the property as surplus property and authorize the conveyance thereof to Florence School District Three.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 21-2011/12.
2. Provide an Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 21-2011/12.
2. Correspondence from Dr. Keith Callicutt, Interim Superintendent and Yvonne E. Scott, Senior Director of Student Services dated December 2, 2011.
3. Proposed Deed conveying property to Florence School District Three.

Sponsor(s)	: Procurement
First Reading/Introduction	: March 15, 2012
Committee Referral	: N/A
Committee Consideration Date	: N/A
Committee Recommendation	: N/A
Public Hearing	: April 19, 2012
Second Reading	: April 19, 2012
Third Reading	:
Effective Date	: Immediately

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

ORDINANCE NO. 21-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Declare As Surplus Real Property Owned By Florence County Located At 124 Epps Street, Lake City, South Carolina And Designated As Tax Map Number 80008-12-008: And to Authorize The Conveyance Thereof To Florence School District Three; And Other Matters Relating Thereto.)

WHEREAS:

1. Florence County currently owns property located at 124 Epps Street, Lake City, South Carolina, Tax Map Number 80008-12-008, which formerly served as the old Lake City Health Department building; and
2. The County has no future plans for the property and Florence School District Three has expressed an interest in the property; and
3. Council can declare the property as surplus property and authorize the conveyance thereof to Florence School District Three.

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

1. Property designated as Tax Map Number 80008-12-008, located at 124 Epps Street, Lake City, South Carolina, formerly known as the old Lake City Health Department building, is hereby declared surplus.
2. The conveyance of the property to Florence School District Three is hereby authorized and the County Administrator is authorized to proceed with the execution of a Quitclaim Deed, prepared by the County Attorney.
3. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney



FLORENCE COUNTY SCHOOL DISTRICT THREE

Post Office Drawer 1389 • 125 S. Blanding Street

Lake City, South Carolina 29560

Phone: (843) 374-8652 • Fax (843) 374-2946

www.florence3.k12.sc.us

December 2, 2011

County Councilman K.G. "Rusty" Smith
P.O. Box 369
Lake City, South Carolina 29560

Re: Building Acquisition

Dear Councilman Smith:

When given the opportunity to learn, people are empowered to contribute fully to the development of their lives, their communities, and their countries. Removing barriers to students' learning by focusing on the whole child is an integral part of the mission of Florence County School District Three (FCSD3), which is "to ensure all students are prepared for success". The district works with parents, businesses, community organizations, churches, county and governmental agencies and other organizations to change the lives of all students.

This letter is a request for your assistance in securing a building that can be used as a temporary shelter for students and families in the Florence County School District Three attendance zone. Securing a temporary shelter will enable families to focus on the resources available to them without the constant fear of worrying where they will sleep and of being harmed.

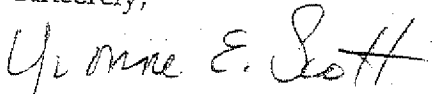
FCSD3 makes every effort to assist families within the FCSD3 attendance zones who are experiencing hardship due to circumstances beyond their control. Many of our families are homeless due to economic circumstances or as a result of losing their home in a fire. As the winter approaches, families are losing their homes to fire almost monthly. Recently, November 29, 2011, a family of ten lost their home to fire. They are now homeless and are in desperate need of temporary shelter. The family is displaced and the children have not attended school this week.

In order for children to be successful, FSD3 seeks to remove some of the barriers that would interfere with students being focused and attentive. We rely on contributions, monetary or otherwise, to assist in meeting the needs of our families.

We have always been able to come to you when situations occur that jeopardize the quality of life of the residents of this county. We are thankful for all the effort you put forth to help make a difference in the lives of others. We believe strongly that "It takes a village to raise a child".

Your immediate attention and consideration to our request is greatly needed and appreciated. Thank you in advance. You may contact me at (843) 374-8652 or yvscott@florence3.k12.sc.us, if you have questions or concerns.

Sincerely,



Yvonne E. Scott

Senior Director of Student Services



Dr. V. Keith Callicutt, Interim Superintendent, FCSD3

cc: Senator Hugh K. Leatherman
Senator J. Yancey McGill
Sheila Knotts, Office of Superintendent
Cynthia Grant, Office of Student Services

Title Not Certified By D. Malloy McEachin, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE) TITLE TO REAL ESTATE
)
) QUIT CLAIM DEED

Grantee's Address:

KNOW ALL MEN BY THESE PRESENTS, That Florence County, a political subdivision of the State of South Carolina, of the County of Florence, in the State of South Carolina, for and in consideration of the sum of Five Dollars and No/100 (\$5.00), love and affection the Grantor(s), in hand paid at and before the signing of these presents by Grantee(s) of the County in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents do grant, bargain, sell and release all our right, title and interest unto the said Florence School District Three, all our right title and interest to the herein below described property, to wit:

All that certain lot of land situate on the Western side of Epps Street, in the City of Lake City, County of Florence, State of South Carolina, being shown and designated as Lot No. 2 on a plat of the Anderson Heirs' property in Lake City, made by Ebert E. Floyd, Surveyor, November 7, 1958. Said lot of land, according to said plat, is described as follows: Beginning at a point in the Western margin of Epps Street 289.25 feet South of the intersection of Epps Street and John Street, thence running along said Epps Street S.41 degrees 45 minutes West 149.25 feet to a point; thence running N.45 degrees 14 minutes West 224.4 feet to a point; thence running No.44 degrees 55 minutes East 146 feet to a point; thence running South 46 degrees 04 minutes East 216.8 feet to Epps Street and the point of beginning; being bounded: North by lot of Dr. R. T. Whitehead, Jr.; East by Epps Street; South by land of Holloway and possibly other; and West by lot of C. J. Evans.

This being the same property conveyed to the grantor herein by Deed dated September 3, 1959 and recorded in Deed Book 194, at Page 264, in the Office of the Clerk of Court for Florence County.

Florence County TMS #80008-12-008

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its heirs and assigns forever, so that neither the said Grantor or its heirs, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

WITNESS My Hand and Seal this _____ day of February, 2012.

Signed, Sealed and Delivered
In The Presence of

K. G. Smith, Jr., Chairman
Florence County Council

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Second Reading - Ordinance No. 22-2011/12

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P. And Med3000, Inc. And Matters Relating Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 22-2011/12.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 22-2011/12.

Sponsor(s) : Economic Development
 First Reading/Introduction : March 15, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : April 19, 2012
 Second Reading : April 19, 2012
 Third Reading :
 Effective Date : Immediately

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

ORDINANCE NO. 22-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing Pursuant To Chapter 44 Of Title 12, South Carolina Code Of Laws, 1976, As Amended, The Execution And Delivery Of A Fee Agreement Between Florence County, South Carolina, XEL Florence, L.P. And Med3000, Inc. And Matters Relating Thereto.)

WHEREAS:

1. Florence County (the "County"), a public body corporate and politic organized and existing under the laws of the State of South Carolina has, by Inducement Resolution No. 08-2011/12 adopted on September 15, 2011 (the "Resolution") (referring to the Project, defined below, by its code name, "Project KF"), committed to enter into a Fee Agreement with XEL Florence, L.P. and MED3000, Inc. (collectively referred to herein as the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and
2. The County and the Company desire to enter into a Fee Agreement as defined in the Act concerning new and/or additional manufacturing, testing, research, development and/or operational capacity and/or an expansion at an existing manufacturing facility located in the County and any and all activities relating thereto, and which will consist of certain land, buildings or other improvements thereon and/or all machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein (which properties and facilities constitute a project under the Act and are referred to hereinafter as the "Project"). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County hereby agrees to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company certain benefits intended by the Act; and
3. It is anticipated that the Project will represent an investment in excess of \$5 million and approximately 50 new jobs in the County (without regard to whether some or all of the investment is included in the Fee Agreement); and
4. There has been prepared and presented to this meeting of Florence County Council (the "County Council") the proposed form of the Fee Agreement between the County and the Company; and
5. Appears that the Fee Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. Pursuant to the Act and particularly Section 12-44-40(T) thereof, the County Council has made and hereby makes the following findings on the basis of the information supplied to it by the Company:

- (a) The Project constitutes a "project" as said term is referred to and defined in Section 12-44-30 of the Act;
- (b) 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;
- (c) 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 their general credit or taxing power;
- (d) The purposes to be accomplished by the Project are proper governmental and public purposes;
- (e) The benefits of the Project are greater than the costs; and
- (f) 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, within the meaning of the Act.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, 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 Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each 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 consummation of all transactions contemplated by the Fee Agreement is hereby approved and authorized.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision 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 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

DRAFT

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

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

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

The Ordinance is now in full force and effect.

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

Clerk to Florence County Council
Florence County, South Carolina

~#4841-1366-6573 v.2-2/24

DRAFT

2/27/12

FEE AGREEMENT

AMONG

FLORENCE COUNTY, SOUTH CAROLINA

XEL FLORENCE, L.P.

AND

MED3000, INC.

DATED
EFFECTIVE AS OF

_____, 2012

TABLE OF CONTENTS

	PAGE
ARTICLE I WAIVER OF RECAPITULATION; DEFINITIONS.....	2
SECTION 1.1. <i>Waiver of Statutorily Required Recapitulation</i>	2
SECTION 1.2. <i>Rules of Construction; Use of Defined Terms</i>	2
SECTION 1.3. <i>Definitions.</i>	2
ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT	4
SECTION 2.1. <i>Limitation of Liability</i>	4
SECTION 2.2. <i>Inducement</i>	4
ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS	5
SECTION 3.1. <i>Representations and Warranties of the County</i>	5
SECTION 3.2. <i>Covenants by the County</i>	5
SECTION 3.3. <i>Representations and Warranties of the Company</i>	6
SECTION 3.4. <i>Representations and Warranties of the Tenant</i>	6
ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS.....	7
SECTION 4.1. <i>The Project.</i>	7
SECTION 4.2. <i>Diligent Completion</i>	7
SECTION 4.3. <i>Modifications to Project</i>	7
ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY; FEE TERM.....	8
SECTION 5.1. <i>Payments-in-Lieu-of-Taxes</i>	8
SECTION 5.2. <i>Disposal of Property; Replacement Property.</i>	9
SECTION 5.3. <i>Fee Term.</i>	10
ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT	10
SECTION 6.1. <i>Protection of Tax Exempt Status of the Project</i>	10

SECTION 6.2. <i>Rescission and Reversion in the Event of Termination</i>	11
ARTICLE VII EFFECTIVE DATE.....	11
SECTION 7.1. <i>Effective Date</i>	11
ARTICLE VIII SPECIAL COVENANTS.....	11
SECTION 8.1. <i>Confidentiality/Limitation on Access to Project</i>	11
SECTION 8.2. <i>Indemnification Covenants.</i>	11
SECTION 8.3. <i>Assignment and Leasing</i>	12
ARTICLE IX EVENTS OF DEFAULT AND REMEDIES.....	13
SECTION 9.1. <i>Events of Default Defined</i>	13
SECTION 9.2. <i>Remedies on Default</i>	13
SECTION 9.3. <i>No Remedy Exclusive</i>	14
SECTION 9.4. <i>No Additional Waiver Implied by One Waiver</i>	14
ARTICLE X OPTION TO TERMINATE.....	14
SECTION 10.1. <i>Option to Terminate</i>	14
ARTICLE XI MISCELLANEOUS.....	14
SECTION 11.1. <i>Notices</i>	14
SECTION 11.2. <i>Binding Effect</i>	16
SECTION 11.3. <i>Rescission and Severability</i>	16
SECTION 11.4. <i>Payments Due on Saturday, Sunday And Holidays</i>	17
SECTION 11.5. <i>Fiscal Year; Property Tax Year</i>	17
SECTION 11.6. <i>Amendments, Changes and Modifications</i>	17
SECTION 11.7. <i>Execution of Counterparts</i>	17
SECTION 11.8. <i>Law Governing Construction of Fee Agreement</i>	17
SECTION 11.9. <i>Filings.</i>	17
SECTION 11.10. <i>Headings</i>	17

DRAFT

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into effective as of _____, 2012, by and among 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; XEL FLORENCE, L.P., a Delaware limited partnership (the "Company"); and MED3000, INC., a Delaware corporation (the "Tenant"). Each of the County, the Company and the Tenant may be referred to herein individually as a "Party" or collectively as the "Parties".

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 Company owns economic development property within the State and the County and has entered into a lease dated as of August 15, 2011 with the Tenant, pursuant to which the Company and the Tenant will construct the Project (as defined herein) on said property on the terms and conditions set forth in such lease;

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 an Inducement Resolution adopted on September 15, 2011 (Resolution No. 08-2011/12) (the "Inducement Resolution"), the County committed to enter into a Fee Agreement concerning the Project, which was referred to as "Project KF" in the Inducement Resolution;

WHEREAS, it is anticipated that the Project will represent an investment in excess of \$5 million and approximately 50 new jobs in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exempt investments);

WHEREAS, the Parties desire to enter into the Fee Agreement regarding the Project as contemplated by the Inducement Resolution; and

WHEREAS, pursuant to Ordinance No. _____ adopted on _____, 2012 (the "Ordinance"), as an inducement to the Company and the Tenant to develop the Project, the County Council authorized the County to enter into a Fee Agreement with the Company and the Tenant which identifies the property comprising 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 Parties 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.

SECTION 1.3. *Definitions.*

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended.

"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 Parties have entered into this Fee Agreement.

"Company" means XEL Florence, L.P., a Delaware limited partnership, and its successors and assigns.

"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 and this Fee Agreement.

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

"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 effective as of _____, 2012, among the Parties.

"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 therefor, 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.

"Inducement Resolution" means Resolution No. 08-2011/12 of the County Council adopted on September 15, 2011, committing the County to enter into this Fee Agreement.

"Investment Period" means the period beginning with the first day that economic development property for the 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(b) hereof.

"Lease" means the lease dated August 15, 2011 between the Company and the Tenant concerning Project property.

"Ordinance" means Ordinance No. _____ adopted by the County Council on _____, 2012, authorizing this Fee Agreement.

"Parties" means, collectively, the County, the Company and the Tenant, and **"Party"** means any of the foregoing individually.

"Payments-in-Lieu-of-Taxes" means the payments to be made by the Tenant on behalf of the Company pursuant to Section 5.1 of this Fee Agreement.

"Project" means the Equipment, Improvements, and Real Property owned by the Company, 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 property shall consist of

such property so identified by the Company, or by the Tenant on behalf of the Company, in connection with its 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.

"Project Site" means the land identified in Exhibit A hereto.

"PSA" means Pathology Service Associates, LLC, a Delaware limited liability company, and its successors and assigns.

"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.

"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.

"Tenant" means MED3000, Inc., a Delaware corporation, and its successors and assigns.

Any reference to any agreement or document in this Article 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.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The Parties acknowledge that pursuant to the Act, and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be

subject to *ad valorem* property taxation in the County, and that this factor, among others, has induced the Company and the Tenant 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 and the Tenant and covenants with the Company and the Tenant as follows:

(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 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) 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 has been repealed, revoked, amended or rescinded.

(d) All consents, authorizations and approvals required on the part of the County and other applicable Governmental Bodies 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.

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

(f) Based on information supplied by the Company and the Tenant, 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 property comprising the Project shall be considered economic development property under the Act.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company and the Tenant as follows:

(a) The County agrees to do all things deemed reasonably necessary in connection with the Project, including, but not limited to, performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) The County agrees to consider any request the Company or the Tenant 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.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County and the Tenant:

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

(b) 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) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(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.

SECTION 3.4. *Representations and Warranties of the Tenant.* The Tenant makes the following representations and warranties to the County and the Company:

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

(b) Neither the execution and delivery of the Documents to which the Tenant 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 Tenant is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Tenant in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Tenant.

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

(e) It is anticipated that the Project will represent an investment in excess of \$5 million and approximately 50 new jobs in the County (without regard to whether some or all of the investment is included in a FILOT arrangement).

(f) In accordance with and as required by Section 12-44-40(F) of the Act, the Tenant commits to a Project which meets the minimum investment level required under the Act.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Company and the Tenant have 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 Parties hereby agree that the property comprising the Project shall be economic development property as defined under the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company and the Tenant may place property into service at any time under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company and the Tenant agree to use their 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, neither the Company nor the Tenant shall be obligated to complete the acquisition of the Project and either of them may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Section 10.1.

SECTION 4.3. *Modifications to Project.* The Company or the Tenant 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 its business purposes.

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 Article X, Section 3 of the South Carolina Constitution and as economic development property under the Act, the Project is exempt from *ad valorem* property taxes. However, the Tenant (on behalf of the Company) shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Tenant (on behalf of the Company) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Tenant (on behalf of the Company) agrees 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 property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to 343.7 mils. The fair market value for the Project shall be determined as follows:

If real property is constructed for the fee or is purchased in an arm's length transaction, the fair market value of real property is determined by using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise the property must be reported at its fair market value for ad valorem property taxes as determined by appraisal. The fair market value estimate established for the first year of this Fee Agreement shall remain the fair market value of the real property for the life of this Fee Agreement.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, 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 Tenant (on behalf of 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 Project 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 subsections (a) and (b) above

for a period not exceeding 20 years following the year in which such property is placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a) and (b) above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) 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; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 20-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(e) If the Company does not timely meet the minimum investment level required under Section 12-44-130 of the Act, this Fee Agreement shall terminate and the Tenant (on behalf of the Company) shall make the payments to the County required by Section 12-44-140(B) of the Act.

(f) If at any time during the term of this Fee Agreement following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsection (a) above in accordance with Section 12-44-140(C) of the Act.

(g) The County hereby agrees that the Tenant shall have the right and obligation to make all Payments-in-Lieu-of-Taxes on behalf of the Company hereunder, in accordance with the applicable obligations of the Company and the Tenant under the Lease, and the County shall accept all Payments-in-Lieu-of-Taxes made hereunder by the Tenant (regardless of whether or not such Payments are specifically designated as being on behalf of the Company). The County also agrees that, due to the provisions of the Lease, the Tenant shall have the primary obligation to make the Payments-in-Lieu-of-Taxes to the County under this Fee Agreement, and, should the Tenant default at any time in the timely payment of any required Payments-in-Lieu-of-Taxes under this Fee Agreement, the County shall provide the Company with notice of such delinquent payment, and the Company shall be given at least 30 days from the date of such notice to make any such required payment without penalty.

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

(a) In any instance where the Company or the Tenant 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 or the Tenant, as applicable, may remove such item (or such portion thereof as the Company or the Tenant 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 therefor. 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. Subject to the provisions of Section 5.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 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.

(b) The Company or the Tenant 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, to the extent permitted by the Act, 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 unless extended in accordance with this Fee Agreement. 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 or the Tenant 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 or any political subdivision thereof, the Parties covenant that:

(a) to the extent allowed by law, 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;

(b) the Parties have not committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County; and

(c) the Parties will maintain the identity of the Project as a "project" in accordance with the Act.

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 are subject to State, County, or other local property taxes, then, at the option of the Company or the Tenant, the provisions of Section 11.3 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company or the Tenant 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 and the Tenant utilize 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 information concerning the Company's and the Tenant's operations could result in substantial harm to the Company and the Tenant and could thereby have a significant detrimental impact on the Company's or the Tenant's employees and also upon the County and the Tenant. Therefore, the County agrees that, subject to the provisions of Section 11.9 hereof, except as required by law, and except as operating for other purposes in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County) 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; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such clearly marked and identified information, neither the County nor any employee, agent, or contractor of the County shall knowingly 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. Prior to disclosing any clearly marked and identified confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company or the Tenant 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 or the Tenant to any third party, the County agrees to provide the Company or the Tenant, as applicable, with reasonable advance notice of such requirement before making such disclosure.

SECTION 8.2. *Indemnification Covenants.*

(a) The Company and the Tenant each shall and agree to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its county council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its county council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company and the Tenant shall indemnify and hold harmless the County and its county council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company and the Tenant at their own expense shall defend the County and its county council members, officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, neither the Company nor the Tenant shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment and Leasing.* With the County's consent, approval or ratification, which shall not be unreasonably withheld, any of the Company's or the Tenant's interest in the Project, including any economic development property comprising the Project, and/or this Fee Agreement may be transferred or assigned by the Company or the Tenant, or any assignee of the foregoing, to any other entity in accordance with the Act; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. Such financing-related transfers include any transfer involving the Company, the Project, the Company's interest in the Project and any related economic development property comprising the Project, and which would relate to, without limitation, any sale-leaseback arrangement; equipment or property lease; build-to-suit lease; synthetic lease; nordic lease; defeased tax benefit; transfer lease; assignment; sublease; or similar arrangement, regardless of the tax identity of the income tax owner of the interest in the economic development property. Notwithstanding any provision to the contrary in the Act, this Fee Agreement or the Lease, any equity or ownership interest in the Company may be sold, disposed, reorganized or otherwise transferred, without the consent of, or the requirement of any notice to, any of the Parties. The County also hereby expressly consents to any and all transfers or assignments of any interest in the Project, including any economic development property comprising the Project, by the Company or any successor or assignee to the Tenant or to PSA. The County further agrees that the County Council can provide any desired consent, approval or subsequent ratification to any requested transfer or assignment by a resolution of County Council or by a letter or other writing executed by the County Administrator. A transaction or

an event of sale, assignment, leasing, transfer of an interest herein, disposal or replacement of all or part of the Project (i) shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act, except as otherwise required by the Act, and (ii) shall not constitute a termination or modification of the Lease or the respective rights and obligations of the Company and Tenant thereunder.

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" under this Fee Agreement:

(a) If the Tenant or the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Fee Agreement and such failure shall continue for 30 days after Tenant's and the Company's receiving written notice of default from the County; or

(b) If the Company or the Tenant shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the Tenant, as applicable (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company and the Tenant by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company or the Tenant, as applicable, is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the Tenant, as applicable, is diligently attempting to cure such default during such period, 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, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any state, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the Tenant, as applicable, made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, 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, and shall have a first priority

lien status as provided in Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended. Notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge that the County shall not under any circumstances have the right to terminate the Lease or modify the rights and obligations of the Company or the Tenant thereunder.

SECTION 9.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Parties 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 9.4. *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 Parties and thereafter waived by the other party 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.

ARTICLE X OPTION TO TERMINATE

SECTION 10.1. *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 to the County, the Company or the Tenant may terminate this Fee Agreement with respect to the entire Project or any portion thereof; provided, that the Company shall not exercise such termination without the prior written approval of the Tenant, which may be withheld in the Tenant's sole discretion, unless an event of default has occurred and is continuing under the Lease (in which case the Company may terminate this Fee Agreement in its sole discretion). Upon termination of all or part of this Fee Agreement, the Company and the Tenant will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. *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 11.1:

If to the Company:

XEL Florence, L.P.
c/o Lexington Plaza Realty Trust
One Penn Plaza
Suite 4015
New York, NY 10119
Attention: Natasha Roberts

With copies to:

Lexington Realty Trust One
Penn Plaza
Suite 4015
New York, NY 10119
Attention: Joseph Bonventre, Esq.

With copy of any notices of default only to:

Eiseman Levine Lehrhaupt & Kakoyiannis, P.C.
805 Third Avenue, 8th Floor
New York, NY 10022
Attention: Jonathan Eiseman, Esq.

If to the Tenant:

MED3000, Inc.
680 Anderson Drive
Foster Plaza 10
Pittsburgh, PA 15220
Attention: Robert C. Gallo II,
Executive Vice President & General Counsel

With copies to:

Pathology Service Associates, LLC
1362 Celebration Boulevard
Florence, SC 29501
Attention: Chief Executive Officer

With a further copy to:

Reed Smith LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Attention: Gary R. Walker, Esq.

With a further copy to:

Nelson Mullins Riley & Scarborough LLP
Meridian, 17th Floor
1320 Main Street
Columbia, SC 29201
Attention: George B. Wolfe, Esq.

If to the County:

County of Florence
City County Complex
180 N. Irby Street
Florence, SC 29501
Attention: County Administrator

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

SECTION 11.2. *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 11.3. *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 and the Tenant 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 or the Tenant hereunder by either restructuring or reconstituting this

Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday And Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's or the Tenant's fiscal year changes in the future so as to cause a change in the Company's or the Tenant's property tax year, the timing of the requirements set forth in this Fee Agreement shall, as appropriate, be revised accordingly, to the extent allowed by law.

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 Parties. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council or other form of consent or approval authorized by the Act.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

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. *Filings.*

(a) The Tenant, on behalf of the Company, shall provide the County Auditor, the County Assessor, and the County Treasurer, and the Clerk with a copy of all annual filings made by or on behalf of the Company to DOR pursuant to this Agreement and the Act. Further, the Tenant, on behalf of the Company, shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company or the Tenant may designate with respect to any filings delivered to the County segments thereof that the Company or the Tenant believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company or the Tenant with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

SECTION 11.10. *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 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company or the Tenant such additional instruments as the Company or the Tenant may reasonably request to effectuate the purposes of this Fee Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

DRAFT

IN WITNESS WHEREOF, the Parties, pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

FLORENCE COUNTY, SOUTH CAROLINA

By: _____
Chair, Florence County Council

ATTEST:

Clerk to Council

XEL FLORENCE, L.P.,
a Delaware limited partnership

By: XEL Florence GP LLC, its general partner

By: _____

Its: _____

MED3000, INC.,
a Delaware corporation

By: _____

Its: _____

DESCRIPTION OF LAND

~#4817-7363-7901 v.4~

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Second Reading of Ordinance No. 23-2011/12

DEPARTMENT: Economic Development/County Council

ISSUE UNDER CONSIDERATION:

An Ordinance Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, Dated September 19, 2002, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 23-2011/12.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of proposed Ordinance No. 23-2011/12.

Sponsor(s) : Economic Development
First Reading : March 15, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : April 19, 2012
Second Reading : April 19, 2012
Third Reading :
Effective Date :

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

ORDINANCE NO. 23-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[Authorizing An Amendment To The Agreement Governing The Joint County Industrial And Business Park By And Between Marion County, South Carolina And Florence County, South Carolina, ~~Dated September 19, 2002~~, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.]

WHEREAS:

1. Marion County, South Carolina ("Marion"), and Florence County, South Carolina ("Florence") (collectively, "Counties"), as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended ("Act"), under such authority, have previously entered into the Agreement for Development of Joint County Industrial and Business Park ("Agreement"), as enacted by Florence County Council Ordinance #04-2002/03 dated September 19, 2002, by which the Counties created a Joint County Industrial and Business Park ("Park"); and
2. The Agreement, by its terms, contemplates the inclusion of additional parcels in the Park from time to time and requires that the Counties authorize, by appropriate ordinance, after appropriate public notice and hearing, of any enlargement of the boundaries of the Park and the amendment of the Agreement to reflect that enlargement; and
3. In response to requests from companies seeking to invest in either Marion or Florence, the Counties have previously expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and
4. Project Fiber [Naturally Advanced Technologies US Inc.], along with one or more affiliated or related entities (collectively, "Company"), has requested that the Counties authorize the expansion of the boundaries of the Park to include property located in Florence, as further described on Exhibit A attached hereto ("Project"); and
5. The Counties now desire to expand the Park's boundaries to include the Project.

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

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Project. The Chair and the Clerk to the County Council are hereby authorized to execute documents and take further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Agreement, the expansion shall be complete upon adoption of ordinances approving the expansion of the Park to include the Project by the County Councils of both Marion and Florence.

Section 2. Savings Clause. If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 3. General Repealer. Any prior ordinance, resolution or other act of Florence, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 4. Effectiveness. This Ordinance takes and remains in effect after third and final reading.

FLORENCE COUNTY, SOUTH CAROLINA

K.G. Rusty Smith, Jr., Chairman
Florence County Council

(SEAL)

ATTEST:

Connie Y. Haselden, Clerk to Council
Florence County Council

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

EXHIBIT A

PROPERTY DESCRIPTION

Those parcels located at 1728 North Old River Road, Pamplico, South Carolina, 29583 as identified by the following currently applicable tax map numbers:

TMS: 00396-02-010 (Pamplico Property)
00396-02-024 (Cypress Property)

DRAFT

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Second Reading of Ordinance No. 24-2011/12
Request Deferral

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Request Deferral of Second Reading of Ordinance No. 24-2011/12: An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances; And Referral To The Committee On Education, Recreation, Health & Welfare For Further Review And Recommendation.

OPTIONS:

1. *(Recommended)* Defer Second Reading of Ordinance No. 24-2011/12 and Refer To Committee on education, Recreation, Health & Welfare.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of proposed Ordinance No. 24-2011/12 Title.

Sponsor(s) : County Council
First Reading : March 15, 2012
Committee Referral : April 19, 2012
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing :
Second Reading :
Third Reading :
Effective Date :

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

ORDINANCE NO. 24-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

[To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.]

DRAFT

FLORENCE COUNTY COUNCIL MEETING

Thursday, April 19, 2012

AGENDA ITEM: Ordinance No. 25-2011/12
Introduction

DEPARTMENT: Planning and Building Inspections / 

ISSUE UNDER CONSIDERATION:

[An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment "A" Located On East And West Marion Street, North And South Georgetown Highway, Stone Avenue, North And South Hampton Avenue, Training Circle, Stadium Road, Stuckey Street, Columbia Avenue, East, South And West Pine Street, North And South Railroad Avenue, Trailwood Street, Florence Avenue, East Broadway Street, Possum Fork Road, Jasmine Street, Maple Street, Elm Street, Huggins Eaddy Street, Sawmill Road, North Jackson Avenue And North Butler Avenue, Johnsonville As Shown On Florence County Tax Map No. 00433, Block 05, Parcels 001, 012-014, 049, 064, 093, 101, 103, 111, 116, 123, 179, 180, 223, 224, 229, 259, 287; Florence County Tax Map No. 00440, Block 05, Parcels 025-031, 040, 055, 070-072, 080; Florence County Tax Map No. 50002, Block 02, Parcels 007-009 And Block 03, Parcels 007-010; Florence County Tax Map No. 50003, Block 04, Parcels 001-015, 017-028; Block 05, Parcels 001-004, And Block 06, Parcels 001-004, 006-009; Florence County Tax Map No. 50006, Block 01, Parcels 001-003, 011-015, 019; Block 03, Parcels 004, 005; Block 04, Parcels 001-003, 008-012; Block 05, Parcels 001-008, 010, 011; Block 06, Parcels 001-009; Block 07, Parcels 001-003; Block 08, Parcels 007-009; Block 09, Parcels 004, 005, 010, 011; Block 10, Parcels 005-008, 010; Block 11, Parcels 001, 008, 010-013 And Block 12, Parcels 004, 005, 009, 011; Florence County Tax Map No. 50007, Block 04, Parcels 001-004, 006-009 And Block 06, Parcels 002-005, 007; Consisting Of Approximately 207.04 Acres From R-3, Single-Family Residential District To R-3A, Single-Family Residential District; And Other Matters Related Thereto.]
(Planning Commission approved 5-1; Council District 2)

POINTS TO CONSIDER:

1. The subject properties are currently occupied with residential, school, educational support, and commercial uses, along with wooded and vacant properties.
2. Surrounding land uses are Commercial Growth and Preservation (CGP), Public Facility (PF), Residential Preservation (RP), Rural Preservation (RUP), Suburban Development (SD) and Transitional Growth and Preservation (TGP).
3. The subject properties are currently zoned R-3, Single-Family Residential District.
4. The surrounding properties are currently zoned residential and multi-family residential R-2, R-4, and R-5, commercial B-2, B-4, B-5 and B-6 and unzoned UNZ.
5. The zoning amendment request to the R-3A, Single-Family Residential Zoning District will comply with the Land Use Map and Land Use Element of the Comprehensive Plan.

OPTIONS:

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

ATTACHMENTS:

1. Ordinance No. 25-2011/12
2. Staff report for PC#2012-01
3. Johnsonville Request Letter and Resolution
4. Location Map
5. Comprehensive Land Use Plan Map
6. Zoning Map
7. Aerial Photograph
8. Property Owners-Attachment "A" as Referenced

Sponsor(s)	: Planning Commission	I, _____
Planning Commission Consideration	: March 27, 2012	Council Clerk, certify that
Planning Commission Public Hearing	: March 27, 2012	this Ordinance was
Planning Commission Action	: March 27, 2012 [Approved: 5-1]	advertised for Public Hearing
First Reading/Introduction	: April 19, 2012	on _____
Committee Referral	: N/A	
County Council Public Hearing	: N/A	
Second Reading	:	
Third Reading	:	
Effective Date	: Immediately	

ORDINANCE NO. 25-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Rezone Properties Owned By Property Owners As Shown On Attachment "A" Located On East And West Marion Street, North And South Georgetown Highway, Stone Avenue, North And South Hampton Avenue, Training Circle, Stadium Road, Stuckey Street, Columbia Avenue, East, South And West Pine Street, North And South Railroad Avenue, Trailwood Street, Florence Avenue, East Broadway Street, Possum Fork Road, Jasmine Street, Maple Street, Elm Street, Huggins Eaddy Street, Sawmill Road, North Jackson Avenue And North Butler Avenue, Johnsonville As Shown On Florence County Tax Map No. 00433, Block 05, Parcels 001, 012-014, 049, 064, 093, 101, 103, 111, 116, 123, 179, 180, 223, 224, 229, 259, 287; Florence County Tax Map No. 00440, Block 05, Parcels 025-031, 040, 055, 070-072, 080; Florence County Tax Map No. 50002, Block 02, Parcels 007-009 And Block 03, Parcels 007-010; Florence County Tax Map No. 50003, Block 04, Parcels 001-015, 017-028; Block 05, Parcels 001-004, And Block 06, Parcels 001-004, 006-009; Florence County Tax Map No. 50006, Block 01, Parcels 001-003, 011-015, 019; Block 03, Parcels 004, 005; Block 04, Parcels 001-003, 008-012; Block 05, Parcels 001-008, 010, 011; Block 06, Parcels 001-009; Block 07, Parcels 001-003; Block 08, Parcels 007-009; Block 09, Parcels 004, 005, 010, 011; Block 10, Parcels 005-008, 010; Block 11, Parcels 001, 008, 010-013 And Block 12, Parcels 004, 005, 009, 011; Florence County Tax Map No. 50007, Block 04, Parcels 001-004, 006-009 And Block 06, Parcels 002-005, 007; Consisting Of Approximately 207.04 Acres From R-3, Single-Family Residential District To R-3A, Single-Family Residential District; And Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council must be satisfied that this Zoning Atlas amendment will not be injurious from a public health, safety and general welfare outlook and the effect of the change will not negatively impact the immediate environs or the County in general; and
2. The amendment procedure established in the Florence County Code, Chapter 30-Zoning Ordinance has been followed by the Florence County Planning Commission at a public hearing on March 27, 2012.

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

1. Properties located on East and West Marion Street, North and South Georgetown Highway, Stone Avenue, North and South Hampton Avenue, Training Circle, Stadium Road, Stuckey Street, Columbia Avenue, East, South and West Pine Street, North and South Railroad Avenue, Trailwood Street, Florence Avenue, East Broadway Street, Possum Fork Road, Jasmine Street, Maple Street, Elm Street, Huggins Eaddy Street, Sawmill Road, North Jackson Avenue and North Butler Avenue, Johnsonville bearing Tax Map 00433, Block 05, Parcels 001, 012-014, 049, 064, 093, 101, 103, 111, 116, 123, 179, 180, 223, 224, 229, 259, 287; Tax Map 00440, Block 05, Parcels 025-031, 040, 055, 070-072, 080; Tax Map 50002, Block 02, Parcels 007-009 and Block 03, Parcels 007-010; Tax Map 50003, Block 04, Parcels 001-015, 017-028; Block 05, Parcels 001-004 and Block 06, Parcels 001-004, 006-009; Tax Map 50006, Block 01, Parcels 001-003, 011-015, 019; Block 03, Parcels 004, 005; Block 04, Parcels 001-003, 008-012; Block 05, Parcels 001-008, 010, 011; Block 06, Parcels 001-009; Block 07, Parcels 001-003; Block 08, Parcels 007-009; Block 09, Parcels 004, 005, 010, 011; Block 10, Parcels 005-008, 010; Block 11, Parcels 001, 008, 010-013 and Block 12, Parcels 004, 005, 009, 011 and Tax Map 50007, Block 04, Parcels 001-004, 006-009 and Block 06, Parcels 002-005, 007 are hereby rezoned to R-3A, Single-Family Residential District.
2. Provisions in other Florence County ordinances in conflict with this Ordinance are hereby repealed.
3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden, Council Clerk

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

SIGNED:

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

**STAFF REPORT
TO THE
FLORENCE COUNTY PLANNING COMMISSION
Tuesday, March 27, 2012
PC#2012-01
ORDINANCE NO. 25-2011/12**

SUBJECT: Rezoning request from R-3, Single-Family Residential District to R-3A, Single-Family Residential District.

LOCATION: Properties located on E. & W. Marion St., N. & S. Georgetown Hwy., Stone Ave., N. & S. Hampton Ave., Training Circle, Stadium Rd., Stuckey St., Columbia Ave., E., S. & W. Pine St., N. & S. Railroad Ave., Trailwood St., Florence Ave., E. Broadway St., Possum Fork Rd., Jasmine St., Maple St., Elm St., Huggins Eaddy St., Sawmill Rd., N. Jackson Ave. and N. Butler Ave., Johnsonville.

TAX MAP NUMBER(S): 00433, Block 05, Parcels 001, 012-014, 049, 064, 093, 101, 103, 111, 116, 123, 179, 180, 223, 224, 229, 259, 287
00440, Block 05, Parcels 025-031, 040, 055, 070-072, 080
50002, Block 02, Parcels 007- 009
Block 03, Parcels 007- 010
50003, Block 04, Parcels 001- 015, 017- 028
Block 05, Parcels 001-004
Block 06, Parcels 001-004, 006-009
50006, Block 01, Parcels 001-003, 011-015, 019,
Block 03, Parcels 004, 005
Block 04, Parcels 001-003, 008-012
Block 05, Parcels 001-008, 010, 011
Block 06, Parcels 001-009
Block 07, Parcels 001-003,
Block 08, Parcels 007-009
Block 09, Parcels 004, 005, 010, 011
Block 10, Parcels 005-008, 010
Block 11, Parcels 001, 008, 010-013
Block 12, Parcels 004, 005, 009, 011
50007, Block 04, Parcels 001-004, 006-009,
Block 06, Parcels 002-005, 007

COUNCIL DISTRICT(S): 2; County Council

OWNER(S) OF RECORD: See Property Owners' Information Attached

APPLICANT: The City of Johnsonville's City Council o/b/o City of Johnsonville and Property Owners

LAND AREA: Approx. 207.04 acres

WATER /SEWER AVAILABILITY: Water and sewer services are provided by the City of Johnsonville.

**ADJACENT WATERWAYS/
BODIES OF WATER:** None

FLOOD ZONE: N/A

STAFF ANALYSIS:

1. Existing Land Use and Zoning:

The subject properties are currently occupied by residential, school, educational support, and commercial uses, along with wooded and vacant properties.

The subject properties are currently zoned R-3, Single-Family Residential District.

2. Proposed Land Use and Zoning:

There have been no proposals submitted for the development of new land uses or the redevelopment of the existing land uses at this time.

The request is to zone the properties to an R-3A, Single-Family Residential Zoning District.

3. Surrounding Land Use and Zoning:

North: Residential, commercial, wooded, vacant/R-2/R-4/R-5/B-2/B-4/City of Johnsonville

South: Residential, commercial, wooded, vacant/R-2/R-4/B-2/B-4/B-6/City of Johnsonville

West: Residential, industrial, wooded, /R-2/R-4/B-5/B-6/City of Johnsonville

East: Commercial, vacant/B-2/B-4/City of Johnsonville

4. Transportation Access and Circulation:

Main access and circulation to the subject properties are by way of N. and S. Georgetown Hwy., N. and S. Railroad Street, E. and W. Broadway Street, N. and S. Hampton Streets.

5. Traffic Review:

The rezoning of the subject properties will not have an effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

The subject properties are located in the following land use designations-Residential Preservation, Suburban Development and Public Facilities- according to the Land Use Map of the Comprehensive Plan

The Land Use Element of the Comprehensive Plan establishes criteria for each of the above-referenced land use designations as follows:

Residential Preservation (RP) – Protect and sustain existing low density single-family residential areas, including property values and amenities, and provide for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses. (Zoning Districts Permitted: R-1, R-2, R-3, PD)

Suburban Development (SD) – Provide areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and institutional uses that enhance the area as a whole. (Zoning Districts Permitted: R-2, R-3, R-4, B-1, B-2, RU-1, PD)

Public Facilities (PF) – Provide areas that local, state, or federal government maintained areas for public interest uses including, but not limited to water and sewer facilities, offices, recreation facilities, law enforcement, emergency response facilities and schools. (Zoning District Permitted: All Districts)

The zoning amendment request for the rezoning of the subject properties in the City of Johnsonville to an R-3A, Single-Family Residential District does comply with the Land Use Map and Land Use Element of the Comprehensive Plan.

7. Chapter 30-Zoning Ordinance:

The R-3A, Single-Family Residential District has all the same permitted and conditional uses, excluding manufactured homes and the same setback requirements as the R-3, Single-Family Residential District.

Additionally, the intent of the R-3, Single-Family Residential District is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

STAFF RECOMMENDATION:

Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, MARCH 27, 2012:

The Florence County Planning Commission approved the zoning amendment request with a vote of five in favor and one in opposition at the meeting held on Tuesday, March 27, 2012.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

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

Page 4-PC#2012-01



City of Johnsonville
Post Office Box 428
JOHNSONVILLE, SOUTH CAROLINA 29555
TELEPHONE (843) 386-2069
FAX (843) 386-2626

February 13, 2012

Mr. Jay Graham
Florence County Planning and Zoning
518 S. Irby Street
Florence, SC 29501

RR: City of Johnsonville re-zoning request


Dear Mr. Graham:

Please find the attached application requesting that current R-3 zoned properties within the City of Johnsonville be re-zoned to R-3A. This re-zoning will result in these properties being subject to the same restrictions they were under prior to July 1, 2008.

The manufactured home restriction was lifted due to a re-structuring of Florence County Planning and Zoning in 2008. In 2008, the R-3 restrictions were changed as they pertained to the City of Johnsonville, creating a loophole that permitted manufactured homes in these areas. The new, R-3A designation will once again eliminate manufactured homes (mobile homes and doublewides) in these districts.

Johnsonville City Council officially authorized the requested change in session on January 10th, 2012 (resolution attached). Thank you for your assistance with this request, and please let me know if I can offer additional support.

Sincerely,


Scott Tanner/Administrator
City of Johnsonville

Florence County Planning Department
518 South Irby Street
Florence, South Carolina 29501
Phone (843)676-8600 Fax (843)676-8667
Toll Free Phone (866)258-9232 Toll Free Fax (866)259-2068
ZONING MAP AMENDMENT REQUEST APPLICATION

FOR OFFICE USE ONLY:

Date filed: _____ Request No. _____

Hearing Date: _____ Fee Paid: _____ Notice Published: _____

Planning Commission Recommendation: _____

Date of Recommendation: _____

Florence County Council Action: _____

Date of Action: _____

INSTRUCTIONS

A zoning map amendment may be initiated by the property owner, agent of the property owner(as authorized by the property owner), Planning Commission, or Governing Council. The Florence County Planning Commission must then hold a public hearing. The applicant and/or agent must appear at the hearing to present the case before the Planning Commission. After the Planning Commission has made its recommendation, the issue will then go to Florence County Council.

If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent section.

A \$100.00 fee must accompany this application.

THE APPLICANT (S) HEREBY REQUEST (S) that the property(ies) described below be zoned/rezoned from R-3 to R-3A

[Pertinent zoning district information required here]

THE APPLICANT (S) is/are the ☐ property owner(s), ☐ agent of property owner(s)

APPLICANT (S) (Please print or type):

Name(s): City of Johnsonville
Address: 111 W. BRADWAY ST; JOHNSONVILLE, SC 29555
Telephone Number: 843-386-2069 [work] _____ [home] _____

[Use reverse side if more space is needed]

PROPERTY ADDRESS: See Attached List (106 PROPERTIES)
Tax Map No. _____, Block _____, Parcel _____, Lot _____

Are there Restrictive Covenants on this property that would prohibit the proposed use? ☐ Yes ☒ No

[If yes, a copy must accompany this application.]

Subdivision _____

Plat Book: _____ Page: _____

Lot Dimensions: _____ Area: _____

Zoning District: _____ Zoning Map Page: _____

[Use reverse side if more space is needed]

DESIGNATION OF AGENT [complete only if owner is not applicant]:

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for the zoning map amendment.

Signature: _____ Date: _____

I (we) certify that the information in this request is correct.

Applicant(s) signature: Scott Tanner Date: 2-12-2012

Printed name: Scott Tanner / City Administrator Date: 2/12/2012

IV. Proposed Change:

☐ Amendment to Map. It is requested that the property described and shown on the attached site plan be zoned to _____.

☒ Amendment to Map. It is requested that the property described and shown on the attached site plan be rezoned from R-3 to R-3A.

Present use of property: Residential

Proposed use of property: Residential

I certify that I have received and read the attached copy of Section 30-30 Table III: Zoning Setbacks for Residential, Business, and Rural Districts and understand that the property must meet these requirements.

I understand that other conditions such as a bufferyard or special setbacks may also be imposed by the Zoning Ordinance.

Applicant(s) signature: _____ Date: _____

VI. Adjacent Property Owners:

List all property adjacent to the subject property.

Name	Address	Present Use

I certify that all of the above information including any attachments provided along with this application is true and accurate to the best of my knowledge.


Signature

2-12-12
Date

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
CITY OF JOHNSONVILLE)

**RESOLUTION REQUESTING R-3 ZONING
WITHIN THE CORPORATE LIMITS OF
JOHNSONVILLE BE RE-ZONED R-3A**

WHEREAS, the City of Johnsonville wishes to maintain consistency in zoning regulations throughout the corporate limits of the City, and

WHEREAS, prior to July 1, 2008 manufactured homes were not allowed within the corporate limits, and

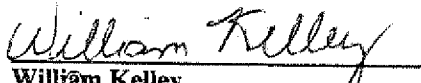
WHEREAS, the City wishes to protect property values in the residential zoned areas of the city limits, and


WHEREAS, it is the responsibility of City Council to improve and preserve the current areas of the City designated for residential use,

NOW THEREFORE, BE IT RESOLVED, that the governing body of the City of Johnsonville, Mayor and Council duly assembled, this 10th day of January, 2012, does hereby request Florence County to re-zone all R-3 designations in the City Limits to R-3A. This designation will result in these areas being under the same restrictions as they were prior to July 1, 2008.

Resolved and agreed upon this 10th day of January, 2012.



Diane Marsh


William Kelley


Dr. Dale Strickland

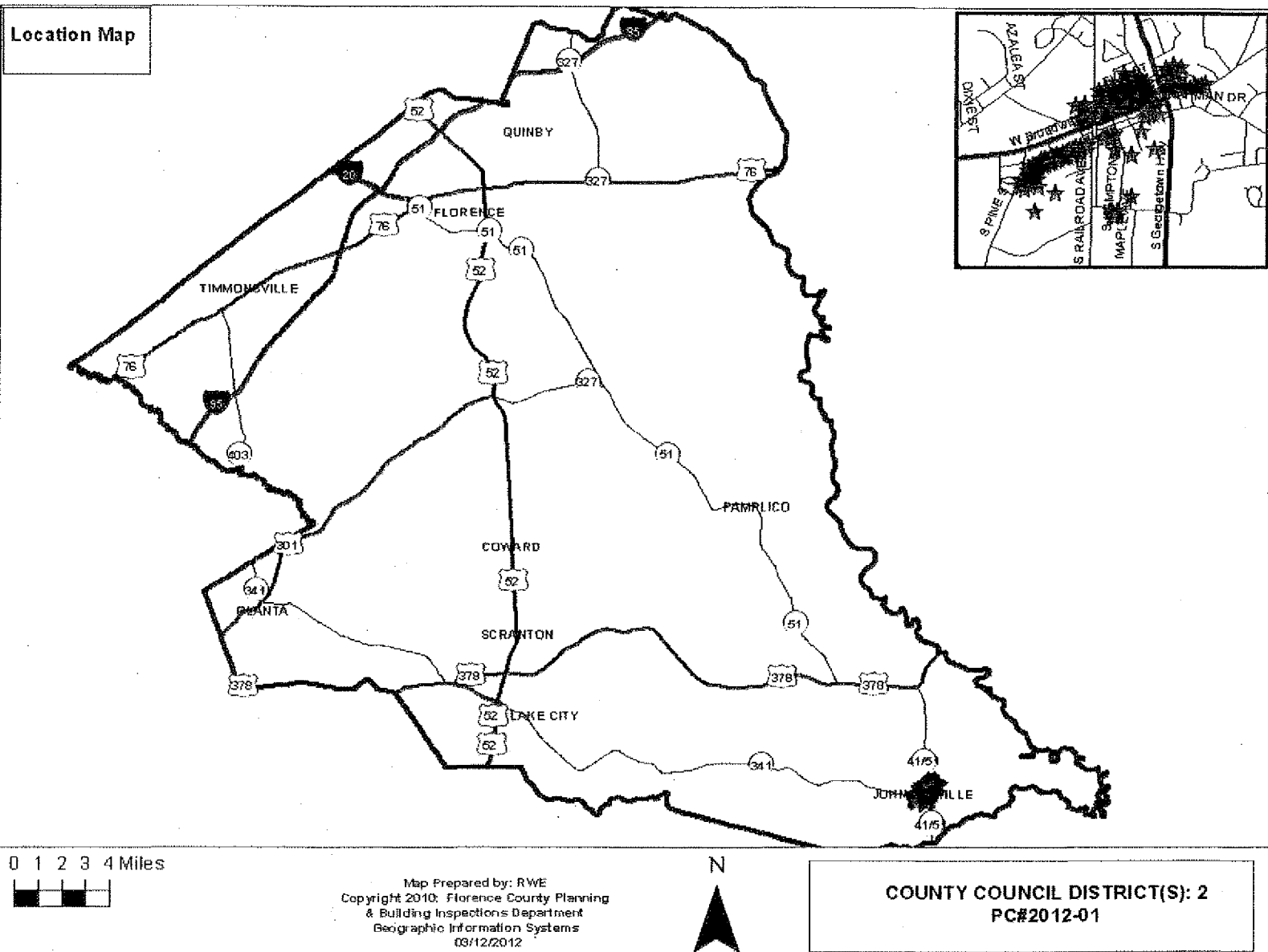

Cindy Powell/Clerk/Attest

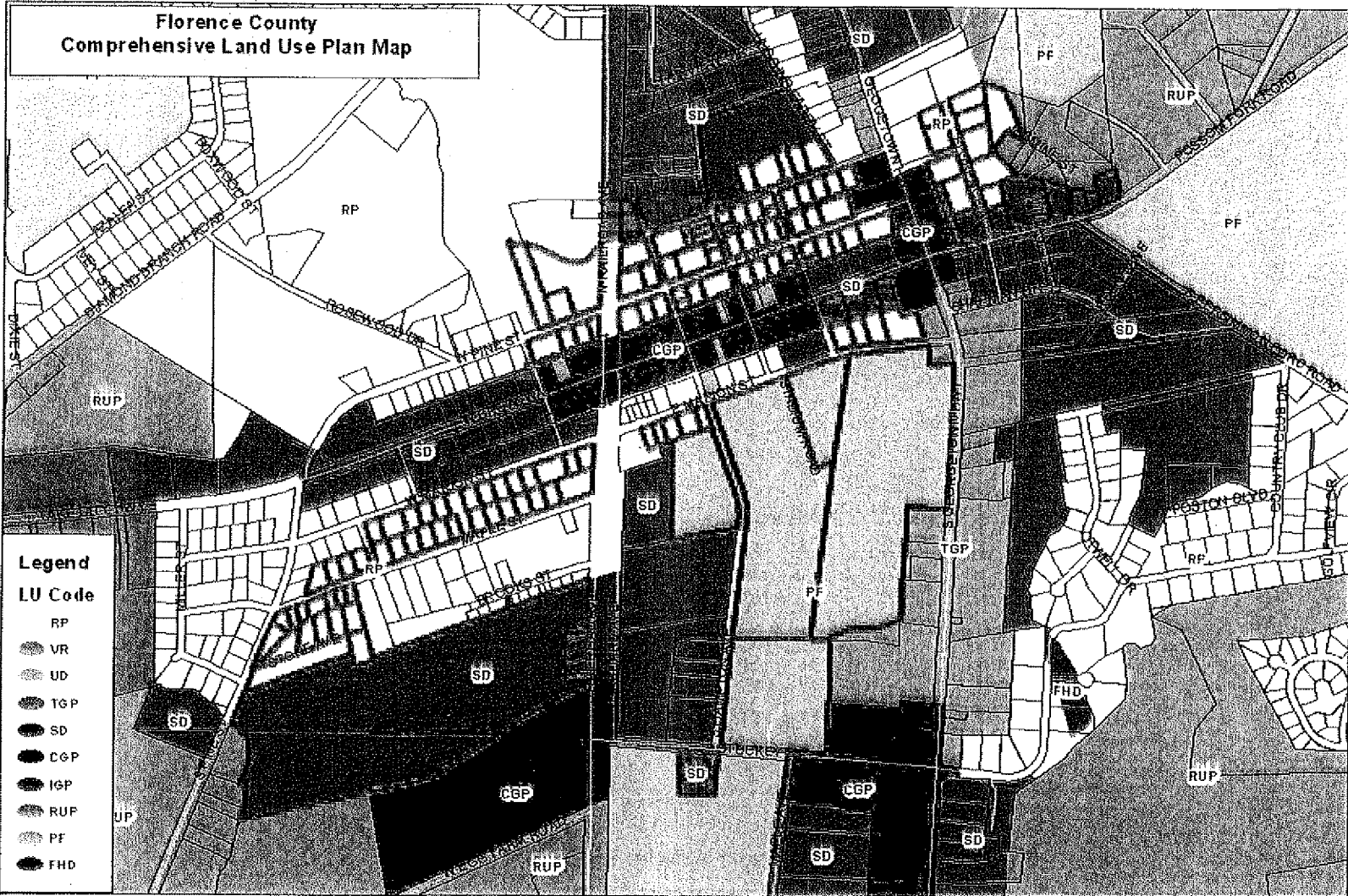

Mayor Steve Dukas


Carl Skinner


Johnny Hannah


David Eaddy





0 16020 640 Feet

Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 03/12/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-01



0 175350 700 Feet

Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
03/12/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-01

Florence County 2011 Orthophotography Map



Map Prepared by: RWE
Copyright 2010: Florence County Planning
& Building Inspections Department
Geographic Information Systems
03/12/2012

COUNTY COUNCIL DISTRICT(S): 2
PC#2012-01

			ATTACHMENT "A"								
TMS	OWNERNAME	ADD1	ADD2	ADD3	MAP	BLOCK	PARCEL	CALCULATED	TOTBDGVAL	DISTRICT	
00433-05-013	HUGHES LINDA A ETAL		PO BOX 195	JOHNSONVILLE	SC29555	433	5	13	0.593836	43728	510
00433-05-014	STASNEY THOMAS A JR		PO BOX 1002	JOHNSONVILLE	SC29555	433	5	14	0.511609	61407	510
00433-05-064	JOHNSONVILLE CITY OF				0	433	5	64	10.805081	0	510
00433-05-101	WISE HOPE C		PO BOX 226	JOHNSONVILLE	SC29555	433	5	101	0.44981	90653	510
00433-05-103	CAPPS JACK ROBERTSON		PO BOX 163	JOHNSONVILLE	SC29555	433	5	103	0.443774	0	510
00433-05-111	IGUS MARY M &	SINGLETARY INEZ G C/O IGUS	359 COLUMBIA AVE	JOHNSONVILLE	SC29555	433	5	111	0.133532	32870	510
00433-05-116	SINGLETARY INEZ		523 EVENGREEN WAY	STOCKBRIDGE	GA30281	433	5	116	0.130902	20129	510
00433-05-123	FLORENCE COUNTY SCHOOL	DISTRICT # 5			0	433	5	123	26.863958	0	510
00433-05-180	CAPPS JACK R & PATRICIA C		PO BOX 163	JOHNSONVILLE	SC29555	433	5	180	0.589451	88567	510
00433-05-223	IGUS MARY M GREGG		359 COLUMBIA AVE	JOHNSONVILLE	SC29555	433	5	223	0.188207	0	510
00433-05-229	GREEN CATHERINE S (LE) C/O	GREGORY MARY M & BARBARA WOO	365 COLUMBIA AVE	JOHNSONVILLE	SC29555	433	5	229	0.149879	0	510
00433-05-259	GREGORY MARY M IGUS		359 COLUMBIA AVE	JOHNSONVILLE	SC29555	433	5	259	0.353011	0	510
00433-05-287	LEWIS SAMANTHA HUGHES	TRUSTEE	1420 POPE RD	HEMINGWAY	SC29554	433	5	287	0.46704	0	510
00440-05-025	HUGGINS JOSEPH ROBERT &	RACHEL C	206 PHIFER ST	SUMTER	SC29150	440	5	25	0.575042	40913	510
00440-05-026	MARSH DAVID L JR		PO BOX 38	JOHNSONVILLE	SC29555	440	5	26	0.935411	83296	510
00440-05-027	HARRELL ARNIE WADE &	SHEILA BACH	PO BOX 1036	JOHNSONVILLE	SC29555	440	5	27	1.537729	95250	510
00440-05-028	POWELL HEATHER E ETAL		3200 LAND GRAN DR	TIMMONSVILLE	SC29161	440	5	28	0.382284	52669	510
00440-05-029	HUGHES PROPERTIES INC		PO BOX 2055	MURRELLS INLT	SC29576	440	5	29	0.656996	97382	510
00440-05-030	GUNTER PATRICIA ANN		403 E BROADWAY ST	JOHNSONVILLE	SC29555	440	5	30	0.31896	47479	510
00440-05-031	LAMBERT RICHARD K		708 S JOYCE LN	FLORENCE	SC29501	440	5	31	0.229805	27869	510
00440-05-040	STONE MAJOR DOOLITTLE &	HAZEL W	144 FLORENCE AVE	JOHNSONVILLE	SC29555	440	5	40	0.823397	76688	510
00440-05-055	HUGGINS JOSEPH ROBERT &	RACHEL C	206 PHIFER ST	SUMTER	SC29150	440	5	55	0.634967	0	510
00440-05-072	BADGER KATHRYN L		PO BOX 354	HEMINGWAY	SC29554	440	5	72	0.59828	3288	510
50002-02-008	JONES LAYTPHA JOE &	LAURIE ANN	PO BOX 53	JOHNSONVILLE	SC29555	50002	2	8	0.612786	16109	510
50002-02-009	JOHNSON J RONNIE		PO BOX 464	JOHNSONVILLE	SC29555	50002	2	9	2.896864	0	510
50002-03-008	EVANS DARYN L		PO BOX 61	JOHNSONVILLE	SC29555	50002	3	8	0.344369	23917	510
50002-03-009	DANIELS BETTY RUTH		PO BOX 586	JOHNSONVILLE	SC29555	50002	3	9	0.688706	30078	510
50002-03-010	PARKER GWEN C		1442 E MYRTLE BEACH HWY	SCRANTON	SC29591	50002	3	10	0.344337	13021	510
50003-04-001	HOLDEN RUFUS L JR &	JENNIFER POSTON	PO BOX 682	JOHNSONVILLE	SC29555	50003	4	1	0.363043	57856	510
50003-04-002	STREATER JAMES A &	HARRELL RENEE E	PO BOX 932	JOHNSONVILLE	SC29555	50003	4	2	0.350993	50528	510
50003-04-003	JOYE GERALD E (LE) &	GRACE T (LE)	675 S PINE ST	JOHNSONVILLE	SC29555	50003	4	3	0.265284	45697	510
50003-04-004	NETTLES ROBERT LEE (LE) &	SALLIE M (LE)	PO BOX 992	JOHNSONVILLE	SC29555	50003	4	4	0.265838	51508	510
50003-04-005	NETTLES PATRICK LEE		PO BOX 294	JOHNSONVILLE	SC29555	50003	4	5	0.346598	119138	510
50003-04-006	PEE DEE PROPERTIES INC		PO BOX 114	LAKE CITY	SC29560	50003	4	6	0.337734	22643	510
50003-04-007	WEATHERLY SCOTT &	WEATHERLY CHANDRA	636 INLET RD	N PALM BEACH	FL33408	50003	4	7	0.345067	70500	510
50003-04-008	T-ONE PROPERTIES LLC		434 LYNWOOD DR	JOHNSONVILLE	SC29555	50003	4	8	0.816361	0	510
50003-04-010	PEAKE GREGG LIBBEY		124 W MARION ST	JOHNSONVILLE	SC29555	50003	4	10	0.677911	23165	510
50003-04-012	EADDY VALERIE H		2557 LAKE CITY HWY	LAKE CITY	SC29560	50003	4	12	0.344474	0	510
50003-04-014	SMITH LEANNA MARIE		3684 CREEK RD	LAKE CITY	SC29560	50003	4	14	0.349476	0	510
50003-04-015	ARROW BONDING LLC		PO BOX 455	JOHNSONVILLE	SC29555	50003	4	15	0.362626	9619	510
50003-04-017	HASELDEN LEAH E		202 W MARION ST	JOHNSONVILLE	SC29555	50003	4	17	0.344342	27874	510
50003-04-018	EVANS THOMAS A III &	RENETTA F	208 W MARION ST	JOHNSONVILLE	SC29555	50003	4	18	0.34437	27471	510
50003-04-020	GRIER ROGER JAMES		PO BOX 984	JOHNSONVILLE	SC29555	50003	4	20	0.516534	0	510
50003-04-021	SIMMONS CHARLIE &	DAVIS GLORIA	232 W MARION ST	JOHNSONVILLE	SC29555	50003	4	21	0.34437	66076	510
50003-04-022	PARROTT TOMMY C C/O	YVETTE R MURRAY FAMILY SRVS	4925 LACROSS RD - SUITE#215	NORTH CHARLESTON	SC29406	50003	4	22	0.350063	51988	510
50003-04-023	FREEMAN OLGA O		177 MAPLE ST	JOHNSONVILLE	SC29555	50003	4	23	0.35195	57175	510
50003-04-024	VENTERS TERRY L		171 MAPLE ST	JOHNSONVILLE	SC29555	50003	4	24	0.352884	36389	510
50003-04-026	PALUMBO CAROLYN H &	PALUMBO EDWARD M	2023 OLD RIVER RD	JOHNSONVILLE	SC29555	50003	4	26	0.346481	0	510
50003-04-027	SMITH JIMMY EVERETTE ETAL	C/O GEORGE BAXLEY JR	PO BOX 496	JOHNSONVILLE	SC29555	50003	4	27	0.348164	51593	510
50003-04-028	PEE DEE PROPERTIES INC		PO BOX 114	LAKE CITY	SC29560	50003	4	28	0.342577	13648	510
50003-05-001	GERRALD HELOM B HANNA &	COLLINS CLIFTON IRA BARRY	PO BOX 271	JOHNSONVILLE	SC29555	50003	5	1	0.423755	0	510
50003-05-002	COKER ADDIE L		502 HICKORY AVE	JOHNSONVILLE	SC29555	50003	5	2	0.332871	59384	510

50003-05-003	PARSONS JANET E & JOHN		235 W MAPLE ST	JOHNSONVILLE	SC29555	50003	5	3	0.325392	28456	510
50003-05-004	BARNES OLLIE ELIZABETH COX		227 MAPLE ST	JOHNSONVILLE	SC29555	50003	5	4	0.347761	59718	510
50003-06-001	CAPPS JACK R & PATRICIA C		PO BOX 163	JOHNSONVILLE	SC29555	50003	6	1	0.173724	0	510
50003-06-002	CAPPS JACK R		PO BOX 163	JOHNSONVILLE	SC29555	50003	6	2	0.16321	27379	510
50003-06-003	MARTINEZ IRAN M &	MARTINEZ DEBRA K	272 PINENEEDLE CIR	JOHNSONVILLE	SC29555	50003	6	3	0.153828	0	510
50003-06-004	DUMM JAMES EUGENE III		PO BOX 503	JOHNSONVILLE	SC29555	50003	6	4	0.309769	36750	510
50003-06-006	BELFLOWER LESLIE S		260 MAPLE ST	JOHNSONVILLE	SC29555	50003	6	6	0.17894	0	510
50003-06-008	GRAHAM JOHNNY C		PO BOX 675	JOHNSONVILLE	SC29555	50003	6	8	0.516426	0	510
50003-06-009	BELFLOWER LESLIE S		260 MAPLE ST	JOHNSONVILLE	SC29555	50003	6	9	0.205616	23648	510
50006-01-001	HUGGINS MAE WITT		PO BOX 487	JOHNSONVILLE	SC29555	50006	1	1	0.53288	14774	510
50006-01-002	HUGGINGS MAE WITT		PO BOX 487	JOHNSONVILLE	SC29555	50006	1	2	1.291136	41282	510
50006-01-003	JOHNSON DOUGLAS M (LE)		PO BOX 354	JOHNSONVILLE	SC29555	50006	1	3	0.308259	25732	510
50006-01-011	WILLIS EMILY F		PO BOX 341	JOHNSONVILLE	SC29555	50006	1	11	0.793545	58692	510
50006-01-012	LAMBERT GERALDINE H (LE)		PO BOX 451	JOHNSONVILLE	SC29555	50006	1	12	0.459347	53918	510
50006-01-013	LEE BRANDON A		PO BOX 1031	JOHNSONVILLE	SC29555	50006	1	13	0.606619	73482	510
50006-01-014	HUGGINS JENNIFER M		PO BOX 448	JOHNSONVILLE	SC29555	50006	1	14	6.773798	0	510
50006-01-015	LAMBERT GERALDINE H (LE)		PO BOX 451	JOHNSONVILLE	SC29555	50006	1	15	0.321549	0	510
50006-01-019	HUGGINS MAE WITT		PO BOX 487	JOHNSONVILLE	SC29555	50006	1	19	0.459125	0	510
50006-03-004	KNIGHT STEPHEN M JR		PO BOX 262	JOHNSONVILLE	SC29555	50006	3	4	0.602689	99176	510
50006-03-005	JOWERS CAROL L & NANETTE M		PO BOX 874	JOHNSONVILLE	SC29555	50006	3	5	0.385483	89841	510
50006-04-001	TANNER SARA F		PO BOX 241	HEMINGWAY	SC29554	50006	4	1	0.344358	12957	510
50006-04-002	POSTON MENDEL L JR &	JAMMIE W AS TRUSTEES	PO BOX 709	JOHNSONVILLE	SC29555	50006	4	2	0.344358	0	510
50006-04-003	POSTON MENDEL L JR &	JAMMIE W AS TRUSTEES	PO BOX 709	JOHNSONVILLE	SC29555	50006	4	3	0.688705	36280	510
50006-04-009	COX MARION GENE		PO BOX 93	JOHNSONVILLE	SC29555	50006	4	9	0.344334	34362	510
50006-04-011	RAMAGE ROBERT J & KATHY H		PO BOX 972	JOHNSONVILLE	SC29555	50006	4	11	0.344347	24520	510
50006-04-012	HUGHES ARLET W		PO BOX 464	HEMINGWAY	SC29554	50006	4	12	0.344359	840	510
50006-05-001	STONE KENNETH H &	STONE CHARLES W	123 VENTERS AVE	JOHNSONVILLE	SC29555	50006	5	1	0.329829	57569	510
50006-05-002	WATTS WESLEY C JR & GLENDA B		211 E PINE ST	JOHNSONVILLE	SC29555	50006	5	2	0.344358	40420	510
50006-05-004	MATTHEWS J C C/O	MARCHMAN SARA L PER REP	707 TRIPLE OAK LN	MURRELLS INLET	SC29576	50006	5	4	0.309906	21740	510
50006-05-005	MATTHEWS J C C/O	MARCHMAN SARA L PER REP	707 TRIPLE OAK LN	MURRELLS INLET	SC29576	50006	5	5	0.172191	13712	510
50006-05-006	COX RANDALL T		PO BOX 31	JOHNSONVILLE	SC29555	50006	5	6	0.183652	28921	510
50006-05-007	MCKENZIE VICKIE S		215 E PINE ST	JOHNSONVILLE	SC29555	50006	5	7	0.3272	28197	510
50006-05-008	GOUDE VANESSA S &	SQUIRES DANNY W AS TRUSTESS	15482 CHOPPEE RD	HEMINGWAY	SC29554	50006	5	8	0.137567	44443	510
50006-05-010	MATTHEWS J C & BETTY (LE)	C/O SARA L MARCHMAN PER REP	707 TRIPLE OAK LN	MURRELLS INLET	SC29576	50006	5	10	0.1607	15956	510
50006-05-011	US DEPT OF AGRICULTURE	RURAL DEVELOPMENT	4300 GOODFELLOW BLVD	ST LOUIS MO63120	50006	5	11	0.206478	39251	510	
50006-06-001	ALTMAN ELIZABETH D (LE)	C/O HARRY J ALTMAN	472 COUNTRY CLUB DR	JOHNSONVILLE	SC29555	50006	6	1	0.344368	61119	510
50006-06-002	SAMPIT RIVER INVESTMENTS LLC		894 TROUT ST	GEORGETOWN	SC29440	50006	6	2	0.688698	0	510
50006-06-003	PLAYER GERALD M	PUC ROSA MEZIER	689 S GEORGETOWN HWY	JOHNSONVILLE	SC29555	50006	6	3	0.23388	13440	510
50006-06-004	MARSH SHERVEY L (LE)	MARSH BILLY L &	205 S BLANDING ST	LAKE CITY	SC29560	50006	6	4	0.172178	10291	510
50006-06-005	CRAFT LESLIE L		2401 PIERING DR	LITHONIA GA30038	50006	6	5	0.172178	9432	510	
50006-06-006	GOURDINE WILLIE ALLEN &	GOURDINE RONALD	234 HUGGINS EADDY ST	JOHNSONVILLE	SC29555	50006	6	6	0.172167	15741	510
50006-06-007	ABRAMS THALMER		297 E LAWRIEMORE RD	HEMINGWAY	SC29554	50006	6	7	0.17216	0	510
50006-06-008	ABRAMS THALMER		297 E LAWRIEMORE RD	HEMINGWAY	SC29554	50006	6	8	0.699075	0	510
50006-06-009	ALTMAN CARROLL J		PO BOX 994	JOHNSONVILLE	SC29555	50006	6	9	0.117452	0	510
50006-07-001	OLSEN LAVONIA H		2017 OLD RIVER RD	JOHNSONVILLE	SC29555	50006	7	1	0.530882	0	510
50006-07-002	PONTIUS KAY M		200 E PINE ST	JOHNSONVILLE	SC29555	50006	7	2	0.344351	27175	510
50006-07-003	COOK CHARLIE H ETAL		145 N HAMPTON ST	JOHNSONVILLE	SC29555	50006	7	3	0.654102	42356	510
50006-08-007	COOK CHARLIE H ETAL		145 N HAMPTON AVE	JOHNSONVILLE	SC29555	50006	8	7	0.344351	31876	510
50006-08-008	STONE GILBERT ANDREW &	STEWART ELLISON	PO BOX 920	JOHNSONVILLE	SC29555	50006	8	8	0.344351	21672	510
50006-08-009	NETTLES TED		PO BOX 82	JOHNSONVILLE	SC29555	50006	8	9	0.523204	219974	510
50006-09-004	HUGGINGS MAE WITT		PO BOX 487	JOHNSONVILLE	SC29555	50006	9	4	0.691379	11824	510
50006-09-005	EADDY SANDRA (LE)		140 E PINE ST	JOHNSONVILLE	SC29555	50006	9	5	0.344351	46798	510
50006-09-010	COCKFIELD PHILLIP P JR &	COCKFIELD SHARON T	966 VOX HWY	JOHNSONVILLE	SC29555	50006	9	10	0.19	18771	510
50006-10-005	COOK JERRY DONALD &	SONDRA FAYE	PO BOX 931	JOHNSONVILLE	SC29555	50006	10	5	0.206615	18999	510

50006-10-006	FOGNER RODNEY D &	FOGNER MAGDELINE J	PO BOX 189	JOHNSONVILLE	SC29555	50006	10	6	0.344376	18025	510
50006-10-008	PONTIUS WILLIAM D &	PONTIUS KAY M	200 E PINE ST	JOHNSONVILLE	SC29555	50006	10	8	0.333597	19035	510
50006-11-001	MARTIN KASEY NICOLE		275 OWENS CORNER DR	HEMINGWAY	SC29554	50006	11	1	0.114777	0	510
50006-11-008	ALTMAN MICHAEL K		481 INDIANTOWN SWAMP RD	HEMINGWAY	SC29554	50006	11	8	0.77292	108644	510
50006-11-011	WALL KACEY (LE)		PO BOX 434	JOHNSONVILLE	SC29555	50006	11	11	0.241049	0	510
50006-11-012	FOGNER KACEY W		PO BOX 434	JOHNSONVILLE	SC29555	50006	11	12	0.344348	66574	510
50006-12-005	POWELL CLAYTON D		131 FLORENCE AVE	JOHNSONVILLE	SC29555	50006	12	5	0.70675	117795	510
50007-04-001	EDGEWORTH NORMAN K SR (LE) &	EDGEWORTH JEAN H (LE)	C/O RENEE HARRELL PO BOX 932	JOHNSONVILLE	SC29555	50007	4	1	0.444078	37116	510
50007-04-002	DOUGLAS MICHAEL W & WANDA H		245 E MARION ST	JOHNSONVILLE	SC29555	50007	4	2	0.43285	39780	510
50007-04-003	JONES SHANDA R (LE)		PO BOX 611	JOHNSONVILLE	SC29555	50007	4	3	0.5866	50186	510
50007-04-004	MILES ANNIE MARGARET (LE)		259 E MARION ST	JOHNSONVILLE	SC29555	50007	4	4	1.034353	76218	510
50007-04-006	DECAMPS JARED M		PO BOX 917	JOHNSONVILLE	29555	50007	4	6	0.445746	72409	510
50007-04-007	HANNA LINDA F &	JONATHAN E	PO BOX 834	JOHNSONVILLE	SC29555	50007	4	7	0.374026	85091	510
50007-04-008	CAMPBELL CHARLES F JR		2116 S KNOLLWOOD RD	FLORENCE	SC29501	50007	4	8	0.448211	78593	510
00433-05-093	FLORENCE COUNTY SCHOOL	DISTRICT NO 5	PO DRAWER 98	JOHNSONVILLE	SC29555	433	5	93	4.099481	29130	510
00433-05-179	STASNEY THOMAS A JR ETAL	C/O PATRICIA CAPPS	PO BOX 163	JOHNSONVILLE	SC29555	433	5	179	1.919354	0	510
00433-05-224	GREEN CATHERINE S (LE) C/O	INEZ SINGLETARY & MATTIE L	365 COLUMBIA AVE	JOHNSONVILLE	SC29555	433	5	224	0.288768	0	510
00440-05-070	ANDERSON JAMES TAYLOR		PO BOX 1116	JOHNSONVILLE	SC29555	440	5	70	0.451461	124900	510
00440-05-071	EVANS DIXIE H		PO BOX 641	JOHNSONVILLE	SC29555	440	5	71	0.452414	142654	510
50002-02-007	CARTER KAREN DENNIS		125 W PINE ST	JOHNSONVILLE	SC29555	50002	2	7	1.296146	14757	510
50002-03-007	EVANS VAUGHAN EADDY ETAL		PO BOX 323	JOHNSONVILLE	SC29555	50002	3	7	0.235535	23926	510
50003-04-009	SMITH ADAM B		527 N RAILROAD AVE	JOHNSONVILLE	SC29555	50003	4	9	0.387765	49497	510
50003-04-011	LYERLY CHARLES T		PO BOX 190	JOHNSONVILLE	SC29555	50003	4	11	0.342353	31829	510
50003-04-013	HASELDEN BOBBY RAY &	DORETHA T	2368 VOX HWY	JOHNSONVILLE	SC29555	50003	4	13	0.346819	0	510
50003-04-019	EVANS THOMAS A JR &	MARY ETTA	216 W MARION ST	JOHNSONVILLE	SC29555	50003	4	19	0.344356	27125	510
50003-04-025	HASELDEN BEELAH M		114 W MARION ST	JOHNSONVILLE	SC29555	50003	4	25	0.286364	56352	510
50003-06-007	GRAHAM ELMA		266 MAPLE ST	JOHNSONVILLE	SC29555	50003	6	7	0.24172	27996	510
50006-04-008	GRIMES JOHN J		264 ELM ST	JOHNSONVILLE	SC29555	50006	4	8	0.344366	46572	510
50006-04-010	COX MARION GENE		PO BOX 93	JOHNSONVILLE	SC29555	50006	4	10	0.344359	0	510
50006-09-011	PONTIUS WILLIAM D AND	PONTIUS KAY M	200 E PINE ST	JOHNSONVILLE	SC29555	50006	9	11	0.15	9961	510
50006-10-007	SMITH CLARA &	DAVIS ENOCH	206 E PINE ST	JOHNSONVILLE	SC29555	50006	10	7	0.34435	11905	510
50006-10-010	WILLIAMS ITILENE		PO BOX 1096	JOHNSONVILLE	SC29555	50006	10	10	0.137737	16360	510
50006-11-010	BROADWAY INSURANCE &	REAL ESTATE INC	PO BOX 189	JOHNSONVILLE	SC29555	50006	11	10	0.413239	0	510
50006-11-013	DOUGLAS RUBY H		PO BOX 407	JOHNSONVILLE	SC29555	50006	11	13	0.229566	34466	510
50006-12-004	ALTMAN DANNY RAY		2024 DURANT CEMETERY RD	JOHNSONVILLE	SC29555	50006	12	4	0.46983	0	510
50006-12-009	STONE ANDREW I JR		PO BOX 452	JOHNSONVILLE	SC29555	50006	12	9	0.694343	87348	510
50007-04-009	STEVENS CAMELIA P		PO BOX 813	JOHNSONVILLE	SC29555	50007	4	9	0.516539	82156	510
50007-06-002	OWENS IVA ROSE G ETAL		140 E MARION ST	JOHNSONVILLE	SC29555	50007	6	2	0.258253	31956	510
50007-06-003	DAVIS MATTIE L		PO BOX 796	JOHNSONVILLE	SC29555	50007	6	3	0.430454	71276	510
50007-06-004	CISCO CYNTHIA		PO BOX 929	JOHNSONVILLE	SC29555	50007	6	4	0.344343	12437	510
50007-06-005	WOODBERRY JAMES A &	GLEN EARL	505 ALANE ST	LAKE CITY	SC29560	50007	6	5	0.223227	16110	510
50007-06-007	THREE RIVERS REALTY INC		PO DRAWER 779	JOHNSONVILLE	SC29555	50007	6	7	0.275452	22554	510
00433-05-001	FLORENCE COUNTY SCHOOL	DISTRICT # 5				0 433	5	1	25.483577	0	510
00433-05-001	FLORENCE COUNTY SCHOOL	DISTRICT # 5				0 433	5	1	25.483577	0	510
50006-05-003	STONE HARRIET NEWELL		215 E PINE ST	JOHNSONVILLE	SC29555	50006	5	3	0.206613	35657	510
50006-05-003	STONE HARRIET NEWELL		215 E PINE ST	JOHNSONVILLE	SC29555	50006	5	3	0.34435	35657	510
00433-05-049	TAYLOR JOHN E III &	MOORE CHARLOTTE ANN T	PO BOX 4077	MURRELLS INLET	SC29576	433	5	49	28.280299	0	500
00433-05-012	TAYLOR JOHN E III &	MOORE CHARLOTTE ANN T	PO BOX 4077	MURRELLS INLET	SC29576	433	5	12	13.61822	21992	510
00440-05-080	KELLEY JEANETTE C (LE)		180 JASMINE ST	JOHNSONVILLE	SC29555	440	5	80	1.397088	10128	510
50006-12-011	STONE STUART ELLISON		133 FLORENCE AVE	JOHNSONVILLE	SC29555	50006	12	11	0.813912	124575	510

207.04088

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Introduction of Ordinance No. 26-2011/12

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Ratify FY12 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. There have been grants received during the year that need to be formally appropriated by Council.
2. Reimbursement from the State of South Carolina for poll worker expenditures for the January Presidential preference primary election required an additional appropriation of \$31,385 above the original FY12 budget.
3. Additional funds from the State of South Carolina for library book and other materials purchases required an additional appropriation of \$40,324 above the original FY12 budget.
4. Contracts and related purchase orders in various stages of completion at the end of FY11 and incomplete as of June 30, 2011 in the amount of \$91,024 require the unexpended balances of the purchase orders to be added to General Fund fund balance.
5. At its regular meeting on May 20, 2010, Florence County Council committed to purchase various properties on North Irby Street in an amount not to exceed \$2,000,000. An amount of \$149,343 is being appropriated to carryover the remaining amount of this funding into FY12.

FUNDING FACTORS:

1. County Council has previously accepted the various grant agreements. This Ordinance approves the formal appropriation for the related grant expenditures.
2. The appropriation to the Voter Registration and Election Commission in the amount of \$31,385 is being funded from a reimbursement from the State of South Carolina.
3. The appropriation to the Florence County Library System in the amount of \$40,324 is being funded from a reimbursement from the State of South Carolina.
4. The allocation for contracts and related purchase orders in various stages of completion at the end of FY11 and incomplete as of June 30, 2011 in the amount of \$91,024 is being funded from General Fund fund balance, since savings in this amount was realized in FY11.
5. The appropriation to carryover the remaining funding for the purchase of various properties on North Irby Street and other associated costs in the amount of \$149,343 is being funded from General Fund fund balance.

OPTIONS:

1. *(Recommended)* Introduce Ordinance #26-2011/2012.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance #26-2011/2012

Sponsor(s) : County Council
Introduction : April 19, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 17, 2012
Second Reading : May 17, 2012
Third Reading : June 21, 2012
Effective Date : June 21, 2012

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

ORDINANCE NO. 26-2011/2012

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Ratify FY12 Budget And Grant Council Actions Previously Authorized
By Council And Other Matters Related Thereto.]

WHEREAS:

1. The previous adoption of various resolutions by County Council requires supplemental appropriations for unanticipated revenues received after the adoption of the budget; and
2. As a result of these resolutions, the County Council will adopt a final budget amendment ordinance ratifying budget resolutions authorized by Council during the fiscal year, as well as grants, any other supplemental appropriation actions, and other non-recurring allocations in accordance with the 1976 South Carolina Code of Laws, as amended.

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

1. The Florence County Council hereby amends the FY12 budgetary appropriations and directs the allocation of the receipt of nonrecurring revenue as detailed hereinafter, and authorizes and directs the Florence County Administrator to make the following changes to the FY11 appropriated budgets:

a. GENERAL FUND (FUND #10)

- 1) Based on the fact that the reimbursement from the State of South Carolina for poll worker expenditures for the January 2012 Republican Presidential Preference Primary was funded directly by the State, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-341-335-085-0000	\$ 31,385
Expenditures	10-411-410-200-8952	\$ 31,385

- 2) Based on the provision of additional revenue from the State of South Carolina for library books and other materials, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-341-335-120-0000	\$ 40,324
Expenditures	10-471-455-000-6800	(\$ 20,794)
	10-471-455-000-6805	\$ 7,634
	10-471-455-000-6810	\$ 8,926
	10-471-455-000-6811	\$ 15,680
	10-471-455-000-6820	\$ 8,878
	10-471-455-000-8900	\$ 20,000

- 3) Contracts and related purchase orders in various stages of completion at the end of FY11 and incomplete as of June 30, 2011 require the unexpended balances of the purchase orders to be added to General Fund fund balance. These unexpended balances are in need of being carried over into FY12. Based on various FY11 uncompleted contracts and purchase orders being carried over into FY12, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

Revenue	10-399-999-999-9500	\$ 91,024
Expenditures	10-411-401-000-1100	\$ 516
	10-411-419-000-4700	\$ 7,239
	10-411-427-000-1200	\$ 4,831
	10-411-427-000-5200	\$ 3,510
	10-411-427-000-9500	\$ 73,948
	10-411-488-000-8800	\$ 980

- 4) Based on the commitment by Florence County Council at its regular scheduled meeting on May 20, 2010 to purchase various properties on North Irby Street, Florence County Council directed the appropriation of up to \$2,000,000 for the purchase of these properties and other associated costs, the use of fund balance for its funding, and the carryover of any unexpended funds from this action to FY12:

Revenue	10-399-999-999-9500	\$ 149,343
Expenditures	10-411-488-000-8800	\$ 149,343

b. GRANT FUND (FUND #141)

The FY12 Budget is hereby amended to increase revenue and expenditures for various grants awarded during the fiscal year. The grants, grant numbers, and amounts are as follows:

School Dist #1 SRO	4201	\$ 256,304
School Dist #2 SRO	4201	\$ 41,124
School Dist #3 SRO	4201	\$ 103,255
School Dist #5 SRO	4201	\$ 39,804
Used Oil contract	4222	\$ 20,114
PIN 41518 CTC Chair	4240	\$ 2,000
Public Defender	4248	\$ 71,403
DUI Prosecutor	4253	\$ 64,933
Sheriff Dog fundraiser	4262	\$ 3,100
Fall Frenzy – CVB/Recreation	4270	\$ 1,000
SCEMD Radio Support	4271	\$ 792

SCEMD Radio Purchase	4273	\$ 3,894
DSS Incentives	4277	\$ 201,733
DSS Unit Cost	4278	\$ 111,367
CDV – Solicitor	4294	\$ 112,785
Fall Frenzy – Robert Myers	4296	\$ 850
Lake City Library renovations	4318	\$ 15,000
Johnsonville Library	4328	\$ 1,135
Red Doe Admin	4330	\$ 3,110
Godley Morris Park Paving	4331	\$ 16,000
E-Scrap Reimbursement	4360	\$ 1,322
2011 LEMPG	4362	\$ 131,154
Drs. Bruce & Lee Foundation - Library	4363	\$ 50,000
Sheriff Drug Lab	4365	\$ 61,577
LRCP – Butterfly Garden	4368	\$ 5,647
Waste Oil – 21-wo-12	4369	\$ 7,788
Waste Tires – 21-wt-12	4370	\$ 23,408
Library – Virtual Museum	4371	\$ 54,724
SCDOT – PCN 40767 Paving	4372	\$ 18,056
SCCED – Otis Elevator	4373	\$2,500,000
State Library – National Storytelling	4374	\$ 500
SCPRT – TMPP - CVB	4375	\$ 197,273
National Night Out	4376	\$ 2,406
PDECC – Site Certification	4377	\$ 10,500
SCDOT – PCN 41296 – US378	4378	\$ 187,125
JAG Local Solicitation	4379	\$ 44,023
Widening Paper Mill Road	4380	\$ 409,900
GIA FY12 - SCDHEC	4381	\$ 15,464
OHS LEN – Sheriff	4382	\$ 28,000
HMEP Planning	4383	\$ 3,846
SLED – PD Incident Management Team	4384	\$ 100,000
GIS Day Event	4385	\$ 100
State Library – PLA Conference	4386	\$ 750
Progress Energy – Otis Elevator	4387	\$ 130,000
LRCP Exhibits	4388	\$ 10,000
Mosquito surveillance	4389	\$ 499
Smoke Free – Circle Park	4391	\$ 15,000
Records Improvement – Clerk of Court	4392	\$ 25,800
Naturally Advanced Technologies	4393	\$ 263,500
Solicitor's Juvenile Arbitrator	4399	\$ 84,484
Solicitor's Salary Supplement	4400	\$ 241,681
Solicitor's Pre-trial Intervention	4401	\$ 222,591
Juvenile Drug Court	4402	\$ 61,183
Permanent Library Gifts	4406	\$ 250
Library Lottery Funds	4429	\$ 16,859
Sheriff – CSE-DSS	4452	\$ 13,580
SCDOT – PCN 41519 – CTC	4463	\$ 2,550

2. This Ordinance includes the ratification of all grant and budget related resolutions and actions previously approved by Florence County Council for the fiscal year ending 06/30/12.
3. All provisions in other County Ordinances or Resolutions in conflict with this Ordinance are hereby repealed.
4. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this Ordinance are severable.

ATTEST:

SIGNED:

Connie Y. Haselden
Clerk to Council

K. G. Rusty Smith, Jr., Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Introduction of Ordinance No. 01-2012/13

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2012 And Ending June 30, 2013; To Provide For The Appropriation Thereof; To provide For Revenues For The Payment Thereof; And To provide For Other Matters Related Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 01-2012/13 is the Budget Ordinance for next fiscal year.
2. The Budget document with the Administrator's budget message will be handed out at the meeting.
3. Proposed budget is maintenance of effort budget reflecting three years of progressive cost cutting of 1%, 2%, and 3% respectfully.
4. Proposed budget seeks to address the top Council priorities as identified in the March 22 Budget Workshop including providing a 2% Cost of Living raise for employees.
5. The proposed budget also seeks to achieve a sustainable budget by providing increased capital and operating reserves.
6. Decisions at the State level have left the State Local Government Fund revenue to the Florence County General Fund at the FY2012 level, resulting in a total loss of \$6,300,000 in revenue over the past five years.
7. Ordinance No. 01-2012/13 addresses this negative impact by increasing the General Fund millage rate by 4 mills as a direct result of unfunded State Mandates.
8. If the South Carolina General Assembly restores the legally mandated level of the Local Government Fund to South Carolina municipalities and counties then the 4 mill increase can be eliminated.

FUNDING FACTORS:

NONE

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 01-2012/2013.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 01-2012/13

Sponsor(s) : County Council
Introduction : April 19, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 17, 2012
Second Reading : May 17, 2012
Third Reading : June 21, 2012
Effective Date : July 1, 2012

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

ORDINANCE NO. 01-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Provide For The Levy Of Taxes In Florence County For The Fiscal Year Beginning July 1, 2012 And Ending June 30, 2013; To Provide For The Appropriation Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.]

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and
2. Pursuant to state statutes, total funds appropriated in fiscal year 2012-2013 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2012-2013.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2012-2013 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

b. Levy Process: In all cases, all property shall be taxed unless otherwise exempt from taxation pursuant to the South Carolina Code of Laws, 1976, as amended. The taxes are due and payable and shall be collected in the manner as provided for collection of taxes the South Carolina Code of Laws, 1976, as amended, and in accordance with procedures established in County enacting ordinances.

(1) Motor Vehicle Taxes: Taxes levied on motor vehicles shall be collected pursuant to the schedules and procedures as established by State Statute and nothing herein shall be deemed to extend or defer the time of payment for such motor vehicle taxes.

(2) Motor Vehicle Owner Responsibility for Taxes: No motor vehicle registered in the State of South Carolina and property of a person, a resident of the County, shall be operated on the streets and public ways of the County unless all the motor vehicle taxes and fees duly assessed against such vehicle shall have first been paid. In the event that any person violates the provisions of this Section, he shall be guilty of a misdemeanor and subject to

the penalties prescribed in Title 46, 1976 South Carolina Code of Laws, as amended. Nothing in this section shall preclude the collection of taxes and fees upon such motor vehicle after the prosecution of the offender for failure to pay such tax.

c. Appropriation Management:

(1) Reallocation: Unless otherwise restricted by state law or specific limitation of accounting standards, all of the appropriations hereinafter and those in the budgetary detail incorporated herein by reference are subject to adjustment and reallocation by County Council by voice motion or resolution. Any amount appropriated in this Ordinance may be discontinued at any time by appropriate action of a majority of the County Council. Expenditures from the General Fund contingency are generally done by resolution or voice motion.

(2) Duplication: If any of the items, or portions thereof, for which funds are herein appropriated is taken over by the State or Federal government and appropriations therefrom be made by either or paid by either directly to a County Office, or if the same shall become available in any manner, then the amounts for said Office herein appropriated shall be reduced in the amount of said appropriation, direct payment, or other available funds or support, unless otherwise restricted by law.

(3) Direct Assistance: All agencies receiving direct assistance payments from the County shall be funded quarterly in arrears no more than twenty-five (25%) percent of their direct assistance line item or on an alternate schedule at the discretion of the County Administrator in the case of emergencies. The quarterly allotments shall be paid around the 15th of the month following the end of each quarter. The final 4th quarter funding may be withheld by the Finance Director pending the reconciliation of outstanding obligations between the County and the Agency receiving funding or in the case of grant irregularities. Agencies, boards, and commissions, which are partially funded by Florence County Government, must provide annual audited financial statements to include a copy of the management letter and a copy of the A-133 Single Audit report, if applicable. State funded agencies must provide an annual report or a summary of local office-specific funding. Quarterly funding may be withheld pending the County's receipt of an agency's annual audited financial statements.

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e, which shall be reflected on tax bills:

	<u>FY12</u>	<u>FY13</u>
Florence County	68.9	72.9
Debt Service	8.0	8.0

Additionally, the following mill levies for the operation of the special purpose fire districts and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY13 debt service millages are shown for informational purposes and may be subject to adjustment by the County Auditor.)

	<u>Operating</u>			<u>Operating</u> <u>Estimated</u>		
	<u>Mills</u>	<u>Debt Mills</u>	<u>Total</u>	<u>Mills</u>	<u>Debt Mills</u>	<u>Total</u>
	<u>FY12</u>	<u>FY12</u>	<u>FY12</u>	<u>FY13</u>	<u>FY13</u>	<u>FY13</u>
Johnsonville Rural Fire District	25.5	7.6	33.1	25.5	7.6	33.1
Sardis-Timmons ville Rural Fire District	15.0	0.0	15.0	15.0	0.0	15.0
Howe Springs Fire District	19.4	6.6	26.0	19.4	6.6	26.0
Hannah-Salem-Friendfield Fire District	18.1	9.3	27.4	18.1	9.3	27.4
West Florence Rural Fire District	8.0	0.0	8.0	8.0	0.0	8.0
Windy Hill/Olanta Rural Fire District	24.5	3.2	27.7	24.5	3.2	27.7
Florence-Darlington Technical College	4.9	0.0	4.9	4.9	0.0	4.9

Any millage adopted by this ordinance can be lowered by resolution of County Council prior to issuance of the tax notices.

Any fire district debt service millage will remain in effect for the entire fire district in which it was levied until the associated debt has been completely paid, regardless if a portion of the fire district is annexed by a municipality.

e. Funds: The following funds are hereby established for the purposes set forth with appropriations/budgeted amounts where applicable. Other funds may be delineated elsewhere:

<u>Fund</u>	<u>Fund Name</u>	<u>Appropriation</u>
10	County General Fund	\$49,926,330
45	Debt Service Fund*	\$ 3,723,817
111	Economic Development Capital Project Fund*	\$ 2,070,000
112	Economic Development Partnership Fund*	\$ 436,079
121	65% State Accommodations Tax (2%) Fund*	\$ 200,000
122	30% State Accommodations Tax (2%) Fund*	\$ 90,000
123	Local Accommodations Tax (3%) Fund*	\$ 2,508,780
124	Local Hospitality Tax Fund*	\$ 738,955
131	District Utility Allocation Fund*	\$ 2,000,000
132	District Infrastructure Allocation Fund*	\$ 1,315,000
133	District Rocking and Paving Fund*	\$ 1,660,000
145	Sheriff Camps Fund*	\$ 53,291
146	Sex Offender Registry Fund*	\$ 42,500
151	Law Library Fund*	\$ 87,787
153	Road Maintenance Fund*	\$ 3,098,767
154	Victim/Witness Fund*	\$ 192,119
155	Solicitor Check Law Fund*	\$ 230,690
421	Solid Waste Management Fund*	\$ 4,131,276
431	E-911 System Fund*	\$ 486,254

* At the close of the fiscal year, any unexpended budgeted monies within these funds and within all capital project funds shall be carried forward with their respective fund balance for the continued established use of that fund subject to appropriations, unless specifically authorized otherwise by ordinance or directed by State law.

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2012 through June 30, 2013. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of \$3,723,817 for Debt Service provided by this Ordinance.

g. Major Funds Determination: In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34 and other appropriate regulations requiring Government-wide Financial Statements, major funds will be determined annually at the end of the fiscal year during the audit process.

h. Grants Management:

(1) Grant Fund Balances: Notwithstanding any other provisions of this ordinance, all unexpended balances from previous appropriations of state and federal grant funds, any State Accommodations Tax Funds not committed to the County General Fund, and capital improvement or special project appropriations outstanding as of June 30th in the calendar year in which this budget ordinance is effective, shall be carried forward into the subsequent fiscal year budget appropriations. All grants are to be budgeted and accounted for in a special revenue fund, and authorized local match transfers will be completed by the County Finance Director based on County Council's acceptance of the grant.

(2) County Acceptance: The expenditure of funds for grant programs included in this budget shall not be authorized unless evidence that the respective grants have been approved by the grantor agency is provided to the County Administrator, who is authorized to accept grants. The County Administrator may require that the grant be accepted and funded by proper action of County Council. In all cases, total program expenditures shall be limited to the lesser of the total grant award(s), or the amount(s) designated in the current budget appropriations, as amended, or as approved by County Council. The County Finance Director must be listed as a contact on all grant applications and awards; all correspondence must be copied to the County Grants Coordinator.

(3) Budgeting: Grant funds requiring matching County funds not budgeted shall be authorized by County Council approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be approved by the County Administrator or County Council, and the budget amended accordingly. The Finance Director is authorized to create the necessary general ledger accounts; the opening of bank accounts, when necessary, shall be executed by the County Treasurer in coordination with the Finance Director. When grant award payments are received, the Treasurer's Office or County Offices shall provide the Grants Coordinator with copies of all checks received for the reimbursement of grant expenditures and any other related documentation determined by the Finance Director as necessary to ensure audit compliance. All grant revenues shall be credited to the appropriate revenue line item as established by the Finance Director. Grant revenues will not be applied directly to expenditure line items. All grant disbursements shall be authorized only through the Finance Office unless State or Federal law specifically provides otherwise and the County is exempt from financial reporting on those funds at both the State and Federal levels.

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. County offices that do not comply with this ordinance and any other published administrative procedures necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

a. Compliant Fund Balance Policy: Florence County Council utilizes a compliant fund balance methodology based on the cash-flow needs of the County to maintain sufficient reserves in order to maintain County operations. End of year fund balance estimations and associated cash flow projections for all cash-discrete funds are developed annually in the budget process to maintain a minimum of annualized appropriations in operational funds to ensure routine operations remain uninterrupted and in sinking funds (debt service fund) balances as required to timely service all scheduled debt.

Should any individual fund balance fall below the required minimum balance, inter-fund cash transfers are hereby authorized, provided that the allocation of interest is accounted for appropriately no less than once per fiscal year.

b. Tax Anticipation Note Authority: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or following fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Florence County for the repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such terms, and in such sums as may be negotiated between the County and the lender.

SECTION 3. BUDGET YEAR END

a. Purchase Authority Cutoff: The budget year shall expire on June 30 of this fiscal year. No monies shall be disbursed pursuant to this Ordinance unless such funds have been obligated (i.e. an order has been placed or a contract signed for the delivery of goods or services in accordance with County procurement procedures) prior to the close of the fiscal year, which is June 30. The County Administrator will take action to preclude all purchase order activity except business required for expedient operations and emergencies after June 15 of the fiscal year; no capital purchases other than emergencies will be initiated after May 31 of the fiscal year without the express written approval of the County Administrator. In addition, all items must be received and invoiced June 30th or earlier, or the items will be deducted from the originating office's subsequent fiscal year budget.

b. Purchase Order Liquidation: All offices are responsible for providing documentation regarding outstanding obligations for this fiscal year to the Finance Department on or before June 15th to facilitate the proper accrual of outstanding obligations of the County or the obligation(s) may be deducted from the office's budget for the subsequent fiscal year.

c. No Roll-Forward: Budget line item balances shall under no circumstances roll forward at the end of this fiscal year into the next fiscal year's budget, except for bond funds and grants crossing the fiscal year or as otherwise specified or appropriated within this budget ordinance.

SECTION 4. NATURE OF REVENUES, EXPENDITURES, AND CHART OF ACCOUNTS

a. Transfers Prohibited: Unbudgeted transfers are prohibited except as approved herein and in accordance with generally accepted accounting principles.

b. Overspending: Any office which overspends its straight-line spending levels for two consecutive months shall be reviewed by the County Administrator, who may freeze position vacancies, capital expenditures, and funds transfers, and remove sufficient personnel from the County payroll to offset fully the impending budget overrun prior to the close of the fiscal year. The County Administrator is authorized to transfer County Government functions and allocated appropriations among the various County divisions and offices in order to combine compatible employee positions and functions, eliminate duplicate work, gain performance efficiencies, or reduce overall operating costs of the County Government.

c. Intra-departmental Transfers by Finance Department: In order to process claims for payment submitted to the Finance Department, the Finance Director, or his designee, is hereby authorized to make intra-departmental transfers between line items in any department's budget in order to ensure that no line item is over-spent by the processing of these claims.

SECTION 5. FIXED ASSETS

a. Reporting: The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful life of the asset are not capitalized. The threshold for determining if an item is considered to be a fixed or capital asset is the value or the purchase price (whichever is higher) of \$5,000 or greater and the item must have a useful life of more than one year. Appropriate depreciation schedules are maintained on the straight-line basis over the estimated useful life of each asset in accordance with Generally Accepted Accounting Principles (GAAP). The estimated useful life is determined by guidelines developed by the State of South Carolina Office of Comptroller General, and in some cases, applicable Federal IRS regulations and/or Governmental Accounting Standards Board (GASB) 34 implementation guidelines.

b. Inventory Control: Each Office is responsible for verification of all of its items required to be listed in the Fixed Asset System maintained by County Finance and for providing documentation of the annual inventory review to Finance on or before the third week in June annually. Finance will distribute forms for the inventory verification

process and will provide current inventory listings to County Offices for verification of inventory on hand by May 30th annually.

c. Insurance Proceeds: In order to comply with GASB42 regulations, all insurance payments will be processed by the County Finance Office.

SECTION 6. RECEIPT, MANAGEMENT, AND REPORTING OF CASH:

a. Timely Deposit: All service charges, fees, fines, reimbursements, grant funds etc. received by County Offices shall be deposited with the County Treasurer or directly to the bank that serves as checking depository as soon as possible after collection. All County Offices that collect funds on a daily basis shall reconcile receipts to funds received and submit funds to the Treasurer's Office by the following business day in the format as prescribed by the County Treasurer. Offices collecting less than \$200 on any single day may delay one business day. This policy does not apply where State law specifically provides authority for other actions to a specific official.

b. Bank Reconciliation: The Treasurer is responsible for reconciling bank accounts maintained in the Treasurer's Office in order to properly record revenues to the books of the County in accordance with the County's chart of accounts and properly allocating interest and all other funds to various funds and bank accounts as required by SC Law.

c. Cash Accounting: The County Treasurer's Office is responsible for annual external audit reporting of revenues to the State Comptroller's Office and for providing the Finance Office and External Auditors with sufficient data to convert revenues from the cash basis of accounting to the modified accrual basis of accounting in order to ensure legal and annual audit compliance with Governmental Accounting Standards Board (GASB) regulations, in particular GASB Statement No. 34 which requires revenue reporting on the modified accrual basis of accounting during the fiscal year and year-end conversion to accrual basis to produce Government-Wide Financial Statements.

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

Boards, Commissions, Agencies, and Institutions: All boards, commissions, agencies, and institutions receiving County funds shall make a full detailed annual fiscal report to the County Council at the end of the fiscal year. Agencies receiving less than \$5,000 annually in direct assistance from the County may submit internally prepared financial statements in lieu of an audited statement. The County governing body, the County Administrator, or the Finance Office may require reports, estimates, and statistics from any County office as may be necessary in the preparation of annual budgets or supplemental appropriations. Prior year audits are required for acceptance of annual budget requests.

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

a. Solicitor and Public Defender Funding Supplement Commitments: Salary supplements are included for various employees in the Solicitor's and Public Defender's departments' budgets. Disbursement of these supplements is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these supplements, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the supplements shall be removed from the payroll system of Florence County and the salaries reduced accordingly.

b. FY13 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of \$100 per employee, to be paid between the first and second pay dates in December 2012, if authorized by County Council by motion. All full-time and regular part-time employees who are in pay status during the first pay period in December are eligible to receive this bonus. In addition, all PRN employees who have worked at least 1,000 hours in each of the last two fiscal years and who are also in pay status during the first pay period in December are eligible to receive this bonus.

c. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be \$40.00 for a twenty-four hour period and will be \$25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or which are a violation of the State Ethics Laws and regulations.

d. Credit Cards and Accounts: Credit cards which obligate Florence County directly are not permitted unless specifically authorized by written resolution of County Council. Requests for establishing credit accounts in the name of the County must be forwarded to the County Finance Office which is responsible for establishing credit accounts with vendors upon written approval by the County Administrator or the Finance Director. The County Finance Department is also responsible for the control and monitoring of all credit accounts in the County's name, verification of goods received and reconciling of such credit purchases to invoices received. Accounts not established in accordance with this ordinance are the sole responsibility of the initiating person, and the County shall not be liable or obligated to make payment on behalf of the initiator or the person using the account.

e. Tuition Assistance Program: An amount of \$8,510 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. All expenditures under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 90% of the costs noted above for a grade of "A", 75% for a grade of "B", 50% for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

f. Retirees' Health Insurance Assistance: All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time employment after June

30, 2011, the baseline financial assistance is as follows: 20 years of continuous full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

g. Blood Borne Pathogens Standards: Emergency Medical Services, Sheriff's Office, and Detention Center are to provide a copy of the department's current Infection Control Plan to the Human Resources Director annually to demonstrate conformance with Federal and other guidelines.

h. Victim/Witness Fund: The Solicitor agrees to sign a Memorandum of Understanding with the County stating that he will reimburse Florence County for any payments made from his portion of the Victim/Witness Fund that the State of South Carolina may find to be ineligible expenditures of Victim/Witness funds.

i. Beginning Of Fiscal Year Payroll Changes: Payroll changes made as a result of the FY13 budget will become effective on the first day of the first full payroll period of the fiscal year.

j. Workers' Compensation Benefit: Upon adoption of the budget ordinance, all General Fund budgeted workers compensation amounts included in line 0112 in various departmental/divisional budgets will be transferred to Division 010-411-489-300 – Employee Non-Departmental. As workers compensation claims are incurred, twenty percent (20%) of each claim will be paid from the respective department/division, up to a maximum total per claim of \$2,000. In addition, with the exception of 24/7 shift workers, while an employee is on workers compensation leave, the budgeted salary or wages for this employee during the workers compensation leave period will be transferred from the respective department/division salary and wage budget line (account 0100) to the Employee Non-Departmental Division.

k. Solicitor and Public Defender Funding of Certain Positions: The Solicitor and Public Defender are hereby authorized, upon approval by the County Administrator and in accordance with the County's compensation and classification plan, to add positions to the payroll system of Florence County, to be funded with non-County funds. Disbursement for these positions is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these positions, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the positions shall be removed from the payroll system of Florence County.

SECTION 9. INDEPENDENT AUDIT

An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or firm of public accountants with no personal interest, direct or indirect in the fiscal affairs of the County government of Florence County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm. Unless included in the annual County audit, an annual audit of each county agency, board, bureau, or commission of Florence County, funded in whole or in part by County funds, shall be made. Copies of the annual County audit shall be filed in the office of the Clerk of Court for Florence County and provided for the Florence County Administrator.

The County Administrator is hereby authorized to continue work with the County's existing software programming vendor, Strawn & Neil, for the purpose of providing automation efficiencies at the departmental level to the extent budgeted funds are available.

SECTION 10. FEES AND CHARGES

a. Disposition of Collections: All taxes, fees, charges, and assessments not otherwise allocated specifically by this ordinance with the supporting detail incorporated herein by reference or by law shall be deposited in the Florence County General Fund with other general fund revenues. All such taxes, fees, charges, and assessments shall be

appropriated and allocated by the Florence County Council in the same manner as other general revenues. No such taxes, fees, charges, or assessments shall be paid to or shall accrue to the personal benefit of any officer or employee of Florence County. Use of fees, fines, and charges to reimburse expenditure budget line items through deposit credits is prohibited.

b. Manned Convenience Centers: Commercial use and non-County residential use of the Florence County manned convenience centers (MCCs) is prohibited, subject to a fine of up to \$500 per incident plus court costs, which is hereby established. Law enforcement officers with appropriate jurisdiction and Florence County environmental services officers are hereby authorized to write tickets and the Florence County Magistrate's Office is hereby authorized to try the cases. The County Administrator is hereby authorized to amend the manned convenience center contract with Waste Management to reduce hours of operation in accordance with appropriations.

c. Outstanding EMS Bills: Outstanding EMS bills totaling \$993,399.43 posted from the period of January 2000 through December 2008 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

d. Rental Fee for County Storage Units: The rental fee at the County storage units is hereby increased to \$100 per month, effective July 1, 2012.

SECTION 11. DEBT COLLECTION

Setoff Debt: Florence County is hereby authorized to participate in the Setoff Debt Program through the South Carolina Association of Counties on an annual basis as approved by the Florence County Administrator, who is authorized to execute all documentation and direct all designations of personnel participating as necessary.

SECTION 12. CONTRACTING AND FUNDS OR OTHER COMMITMENTS

a. Contract Execution: The County Administrator or County Administrator's designee is the sole authority who can obligate the county and any county funds in any manner through signature of contracts, purchase orders, or other such agreements or documents as an authorized agent. Any purchase made or contract executed without appropriate authorization is hereby deemed to be a personal obligation of the party making the purchase or executing the contract and is not an obligation of Florence County.

b. Check Enforcement Unit: The County Administrator is authorized to execute annual agreements between Florence County and the 12th Circuit Solicitor's Office for the operation of the Solicitor's check enforcement unit.

c. Title IV-D Contracts: The County Administrator, Clerk of Court, and Sheriff are authorized to enter jointly into agreements with the South Carolina Department of Social Services for receipt of Title IV-D (Child Support Enforcement) Federal Funds.

d. School Resource Officer Contracts: The County Administrator is authorized to execute contracts at the request of the Florence County Sheriff with the various school districts in Florence County for School Resource Officers, provided that Florence County's share of the funding for each of the contracts does not exceed the amount available in the General Fund for the Florence County Sheriff's Office grant match/contract match line item. If the contracts for FY13 are not signed prior to June 30, 2012, or if County Council does not approve the Sheriff's portion of the contract's budget, the school districts will be required to provide 100% of the funding for these contracts. If the school districts are unwilling to provide 100% of this funding, then the positions funded by these contracts will be discontinued in FY13.

e. Lease Renewals: The County Administrator is authorized to execute renewals of any existing leases for real or personal property for the terms and conditions included in the various leases as the existing lease periods expire and

the leases therefore come up for renewal and for which funds are available through appropriation in this year's budget.

f. SCDOC Agreements: The County Administrator is authorized to execute annual agreements between Florence County and the South Carolina Department of Corrections for the use of pre-release inmates by the Recreation Department. In addition, the County Administrator is authorized and required to execute any contracts between the Florence County Detention Center and the South Carolina Department of Corrections.

g. DSN Resolution: The Chairman of County Council is authorized to execute a resolution designating the Florence County Disabilities and Special Needs Board as an entity in Florence County to provide transportation to persons with disabilities.

h. EMS Medical Control Physician: The County Administrator is authorized to renew the EMS Medical Control Physician contractual arrangement provided funds are appropriated herein.

i. Independent Contractor's Contracts Or Agreements For Various Services At The Florence County Detention Center: The County Administrator is authorized to execute independent contractor's contracts and/or agreements which are in the best interests of the citizens of Florence County for the provision of medical, mental health, psychological, polygraph, commissary, and clergy services at the Florence County Detention Center at the written recommendation of the Sheriff.

j. Planning and Building Inspection Agreements with Municipalities: The County Administrator is authorized to enter into agreements for the provision and enforcement of planning and building inspection services by the County for various municipalities within Florence County.

k. Council Allocation Expenditure: Should an expenditure of Council Infrastructure allocation balances and/or Council Utility Fund allocation balances result in an available balance being exhausted, any remaining project expenditures may be funded from available Council Road Maintenance allocation balances, in accordance with guidelines and any other legal restrictions.

l. Municipal Loan Agreements: The County Administrator is authorized to enter into loan agreements with any Florence County municipality whereby such agreement permits any municipal inmate per diem balance outstanding for more than 30 days may be collected from Florence County Treasurer distributions to that municipality.

m. SCDJJ Agreements: The County Administrator is authorized to execute contracts between the Florence County Detention Center and the South Carolina Department of Juvenile Justice.

n. Florence School District One Agreements: The County Administrator is authorized to execute contracts between the Florence County Detention Center and Florence School District One for inmate adult education services at the Poynor/Adult Education Center.

o. Funding For Attorney Fees: Funds for attorney fees for County officials acting as primary plaintiffs and bringing suit against the County cannot be transferred to the appropriate budgetary line item or paid without prior approval by County Council.

SECTION 13. AGRICULTURAL ASSESSMENT EXTENSION PROCESS – PRIVATE CITIZENS

A fixed Agricultural Assessment Extension Policy for private citizens is hereby authorized. Any private citizen may apply for agricultural assessment for no more than two tax years prior to the then current tax year. Businesses, including partnerships, corporations, etc., are not eligible to receive consideration under this fixed policy, but must continue to make applications to Council demonstrating to Council's satisfaction that the business had reasonable cause for not filing timely.

SECTION 14. VEHICLES – OFFICIAL COUNTY FLEET

- a. The approval by resolution of County Council or authorization as provided in annual budget ordinances shall be required to permanently place any additional vehicles in the County fleet. Without such authorization, no vehicle shall be added to the fleet or to the County's insurance policies except where a currently insured vehicle is being removed from same. Vehicles removed from the fleet and the insurance policies must be surplus, through Council resolution, and disposed of in accordance with County procedures.
- b. If the County Administrator deems it in the best financial interests of the County, the County Administrator is hereby authorized to approve the trade-in of certain County-owned surplus vehicles against the cost of replacing said vehicles, rather than holding surplus vehicles for auction, and to dispose of motorized equipment in accordance with policies approved by County Council.
- c. The County Administrator is hereby authorized to allow departments to select alternate vehicles from those approved in the FY13 budget if the change is budget neutral for the same number of vehicles, the alternates are more fuel efficient, and the alternate will perform the functions for which the original vehicle was funded.

SECTION 15. DESIGNATION OF AGENCIES FOR SPECIFIC ACCOMMODATIONS TAX FUNDS

Pursuant to the requirements of South Carolina Law with regard to administration of State Accommodations Tax Funds (Fund 122), the Florence Convention and Visitors Bureau and the Lake City Chamber of Commerce are hereby designated as the tourism bodies in Florence County. These organizations shall be responsible for administering and reporting expenses for these State Accommodations Tax Funds (Fund 122) to County Finance. Total amount of funds shall be adjusted annually based on actual funds the County receives from the State related to the promotion of tourism. County Council reserves the right to designate alternate agencies by voice motion at its discretion.

SECTION 16. All provisions in other County Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 17. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity does not affect any other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

ATTEST:

Connie Y. Haselden
Clerk to Council

SIGNED:

K.G. Rusty Smith, Jr., Chairman
Florence County Council

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Boards & Commissions
 Pee Dee Workforce Investment Board

DEPARTMENT: County Council

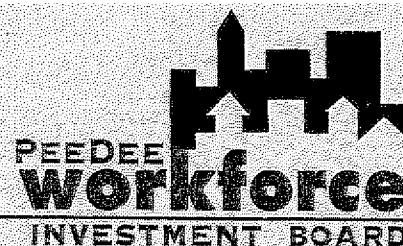
ISSUE UNDER CONSIDERATION:

Council Is Requested To Re-Appoint The Following To Serve On The Pee Dee Workforce Investment Board Representing Florence County With Appropriate Expiration Terms: Robby Hill (Private), Cindy Rogers (Department of Employment and Workforce), Cindy Bryant (Private), Carol Anderson (Vocational Rehabilitation), and Joyce Hill (Private).

ATTACHMENTS:

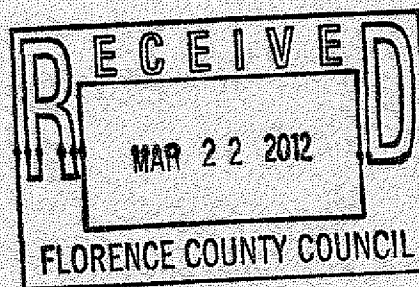
Correspondence from Joette R. Dukes, CGFO, Workforce Development Director

POST OFFICE BOX 5719
FLORENCE, SOUTH CAROLINA 29502
TEL. 843-669-3138
FAX. 843-679-3743



March 19, 2012

Mr. K.G. Smith, Jr., Chairman
Florence County Council
180 North Irby Street, MSC-G
Florence, SC 29501



Dear Mr. Smith:

As you may recall, every year appointments must be made by Florence County Council to the Pee Dee Workforce Investment Board (WIB).

The terms of service for Florence County representatives **Robby Hill (Private)**, **Cindy Rogers (Department of Employment and Workforce)**, **Cindy Bryant (Private)**, **Carol Anderson (Vocational Rehabilitation)**, and **Joyce Hill (Private)**, will expire July 1, 2012. All have expressed a desire to be reappointed for a three-year term.

If it is your pleasure to reappoint these individuals, please place the reappointments on the agenda for the next Council meeting. A written response as to the disposition of this matter would be appreciated for our records.

If there are any questions regarding this matter you may call me at (843) 669-3138.

Sincerely,

Joette R. Dukes, CGFO
Workforce Development Director

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Reports to Council
Monthly Financial Reports

DEPARTMENT: Administration

ISSUE UNDER CONSIDERATION:

Monthly financial reports are provided to Council for fiscal year 2012 through February 29, 2012 as an item for the record.

ATTACHMENTS:

Copies of the monthly financial reports.

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY12
7/1/11 TO 02/29/12**

	YEAR-TO-DATE			
	BUDGETED	ACTUAL	REMAINING	PCT
	REVENUE	REVENUE	BALANCE	
REVENUES				
Taxes	33,750,554	31,800,834	1,949,720	5.78%
Licenses & Permits	1,339,176	965,089	374,087	27.93%
Fines & Fees	3,183,380	1,876,731	1,306,649	41.05%
Intergovernmental	5,047,026	2,544,692	2,502,334	49.58%
Sales and Other Functional	5,445,906	3,375,015	2,070,891	38.03%
Miscellaneous	947,942	176,866	771,076	81.34%
Operating Transfers	(1,484,343)	-	(1,484,343)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	48,229,641	40,739,226	7,490,415	15.53%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY12
7/1/11 TO 02/29/12**

		YEAR-TO-DATE			
		BUDGETED	ACTUAL	REMAINING	PCT
EXPENDITURES		EXPENDITURE	EXPENDITURE	BALANCE	
10-411-401	County Council	348,800	223,327	125,473	35.97%
10-411-402	Administrator	620,162	402,417	217,745	35.11%
10-411-403	Clerk of Court	1,805,403	1,179,424	625,979	34.67%
10-411-404	Solicitor	1,064,277	629,345	434,932	40.87%
10-411-405	Judge of Probate	499,075	323,692	175,383	35.14%
10-411-406	Public Defender	758,618	477,121	281,497	37.11%
10-411-407	Magistrates	2,158,294	1,383,587	774,708	35.89%
10-411-409	Legal Services	79,650	48,088	31,562	39.63%
10-411-410	Voter Registration & Elections	463,240	282,925	180,315	38.92%
10-411-411	Finance	743,944	497,629	246,315	33.11%
10-411-412	Human Resources	330,297	220,610	109,687	33.21%
10-411-413	Procurement & Vehicle Maintenance	589,575	287,939	301,636	51.16%
10-411-414	Administrative Services	380,624	261,400	119,224	31.32%
10-411-415	Treasurer	1,189,141	685,590	503,551	42.35%
10-411-416	Auditor	473,893	294,381	179,512	37.88%
10-411-417	Tax Assessor	1,280,644	747,500	533,144	41.63%
10-411-418	Planning and Building	2,054,406	1,074,149	980,257	47.71%
10-411-419	Complex	1,186,224	796,775	389,449	32.83%
10-411-420	Facilities Management	730,031	408,669	321,362	44.02%
10-411-427	Information Technology	1,234,124	867,111	367,013	29.74%
10-411-446	Veteran's Affairs	146,090	87,468	58,622	40.13%
10-411-480	Senior Citizen Centers	327,736	173,910	153,826	46.94%
10-411-485	General Direct Assistance	204,648	172,922	31,726	15.50%
10-411-488	Contingency	153,510	93,664	59,846	38.98%
10-411-489	Employee Non-Departmental	404,665	391,220	13,445	3.32%
10-421-421	Sheriff's Office	15,028,252	9,415,724	5,612,528	37.35%
10-421-422	Emergency Management	2,388,209	1,515,295	872,914	36.55%
10-421-481	Rural Fire Departments	15,140	(516)	15,656	103.41%
10-451-423	EMS	4,371,988	2,661,155	1,710,833	39.13%
10-451-424	Rescue Squads	388,035	137,311	250,724	64.61%
10-451-425	Coroner	278,786	164,105	114,681	41.14%
10-451-441	Health Department	80,934	63,288	17,646	21.80%
10-451-442	Environmental Services	725,508	447,647	277,861	38.30%
10-451-485	Health Direct Assistance	14,502	2,258	12,245	84.43%
10-461-485	Welfare - MIAP & DSS	439,075	299,811	139,264	31.72%
10-471-451	Recreation	1,738,869	1,056,894	681,975	39.22%
10-471-455	County Library	3,523,757	2,287,397	1,236,360	35.09%
10-471-485	Museum Commission	5,000	-	5,000	100.00%
10-481-485	Literacy Council	4,515	2,258	2,258	50.00%
TOTAL		48,229,641	30,063,488	18,166,153	37.67%

Percent of Fiscal Year Remaining = 33.33%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/11 TO 02/29/12**

	BUDGETED EXPENDITURE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT	BUDGETED REVENUE	YEAR TO DATE CURRENT	REMAINING BALANCE	PCT
45 County Debt Service Fund	3,817,770	1,238,821	2,578,949	67.55%	3,817,770	3,442,254	375,516	9.84%
112 Economic Development Partnership Fund	434,253	264,182	170,071	39.16%	434,253	50,827	383,427	88.30%
123 Local Accommodations Tax Fund	2,473,875	1,254,866	1,219,009	49.28%	2,473,875	1,091,652	1,382,223	55.87%
124 Local Hospitality Tax Fund	655,116	371,899	283,217	43.23%	655,116	783,761	-	0.00%
131 District Utility Allocation Fund	2,409,871	201,956	2,207,915	91.62%	2,409,871	2,042,568	367,303	15.24%
132 District Infrastructure Allocation Fund	1,719,884	348,137	1,371,747	79.76%	1,719,884	1,404,884	315,000	18.32%
151 Law Library Fund	82,548	24,136	58,412	70.76%	82,548	81,769	779	0.94%
153 Road System Maintenance Fee Fund	3,081,973	1,741,977	1,339,996	43.48%	3,081,973	1,846,573	1,235,400	40.08%
154 Victim/Witness Assistance Fund	187,594	144,215	43,379	23.12%	187,594	110,118	77,476	41.30%
421 Landfill Fund	4,114,470	2,042,700	2,071,770	50.35%	4,114,470	2,691,467	1,423,003	34.59%
431 E911 System Fund	453,632	174,915	278,717	61.44%	453,632	402,082	51,550	11.36%
TOTALS:	19,430,986	7,807,805	11,623,181	59.82%	19,430,986	13,947,956	5,611,674	28.88%

Percent of Fiscal Year Remaining: 33.33%

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

\$ 95,348,520

Florence County Council
District Allocation Balances
February 29, 2012

Council District #	Type of Allocation	Beginning Budget FY12	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	160,521.00	19,657.00	140,864.00
	Paving	114,692.00	-	114,692.00
	Utility	230,063.00	18,800.00	211,263.00
	In-Kind	19,800.00	2,748.00	17,052.00
2	Infrastructure	35,946.00	35,946.00	-
	Paving	149,032.00	-	149,032.00
	Utility	36,883.00	10,712.00	26,171.00
	In-Kind	19,800.00	166.00	19,634.00
3	Infrastructure	47,298.00	47,298.00	-
	Paving	216,473.00	57,028.00	159,445.00
	Utility	106,292.00	(93.00)	106,385.00
	In-Kind	19,800.00	72.00	19,728.00
4	Infrastructure	244,251.00	64,023.00	180,228.00
	Paving	250,893.00	95,858.00	155,035.00
	Utility	53,127.00	20,000.00	33,127.00
	In-Kind	19,800.00	2,562.00	17,238.00
5	Infrastructure	72,073.00	24,549.00	47,524.00
	Paving	107,120.00	-	107,120.00
	Utility	58,356.00	-	58,356.00
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	257,655.00	15,307.00	242,348.00
	Paving	211,954.00	-	211,954.00
	Utility	307,311.00	6,000.00	301,311.00
	In-Kind	19,800.00	1,667.00	18,133.00
7	Infrastructure	98,557.00	7,550.00	91,007.00
	Paving	198,307.00	30,463.00	167,844.00
	Utility	289,122.00	26,047.00	263,075.00
	In-Kind	19,800.00	-	19,800.00
8	Infrastructure	193,060.00	43,250.00	149,810.00
	Paving	49,922.00	23,870.00	26,052.00
	Utility	61,176.00	60,000.00	1,176.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	113,374.00	62,069.00	51,305.00
	Paving	136,662.00	-	136,662.00
	Utility	266,303.00	20,000.00	246,303.00
	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 January 31, 2012

EXPENDITURES	Project Budget	Design or Engineering	Right of Way	Construction	Total Expended	Balance Unexpended	Budget % Expended
Pine Needles Road Widening	\$ 17,676,768.00	\$ 708,398.84	\$ 1,223,779.18	\$ 14,045,830.53	\$ 15,978,008.55	\$ 1,698,759.45	90.39%
US 378 Widening	\$ 138,751,620.00	\$ 3,878,727.66	\$ 2,819,614.39	\$ 244,763.76	\$ 6,943,105.81	\$ 131,808,514.19	5.00%
US 76 Widening	\$ 31,641,621.00	\$ 2,068,178.68	\$ 718,940.60	\$ 2,562.16	\$ 2,789,681.42	\$ 28,851,939.58	8.82%
TV Road Widening	\$ 34,519,290.00	\$ 1,925,594.70	\$ 625,509.31	\$ 1,625.53	\$ 2,552,729.54	\$ 31,966,560.46	7.40%
SC 51 Widening	\$ 151,533,817.00	\$ 1,146,802.57	\$ -	\$ 2,394.71	\$ 1,149,197.28	\$ 150,384,619.72	0.76%
US 301 Bypass Extension*	\$ 73,464,146.00	\$ -	\$ -	\$ -	\$ -	\$ 73,464,146.00	0.00%
	\$ 447,587,262.00	\$ 9,727,702.43	\$ 5,387,843.48	\$ 14,297,176.69	\$ 29,412,722.60	\$ 418,174,539.40	6.57%

REVENUES	Revenue Budget				Received/Earned to Date	Balance To Be Rcvd/Earned	Balance % Rcvd/Earned
Capital Project Sales Tax	\$ 148,000,000.00				\$ 89,709,931.16		
Sales Tax Interest Earnings	\$ -				\$ 5,638,588.50	\$ 58,290,068.84	64.42%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 190,697,039.32	\$ 59,302,960.68	76.28%
	\$ 398,000,000.00				\$ 286,045,558.98	\$ 117,593,029.52	71.87%

NOTE 1: Revenue Received/Earned to Date is as of December 31, 2011, since capital project sales tax is received from the state on a quarterly basis.

NOTE 2: Merchant collection of sales tax will conclude on April 30, 2014, unless total collections, excluding interest, exceed \$148,000,000 prior to that date.

* US 301 is anticipated to be funded only partially.

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department
Sheriff's Office

ISSUE UNDER CONSIDERATION:

Declaration Of Various Equipment And Office Furniture From The Florence County Sheriff's Office As Surplus Property For Disposal In The Manner Most Advantageous To The County.

POINTS TO CONSIDER:

1. Attached listing of various equipment and furniture is recommended to be declared surplus by the using department.
2. The equipment has little value or is 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 equipment and furniture will be disposed of in the manner most advantageous to the County.

OPTIONS:

1. *(Recommended)* Approve as presented.
2. Provide alternate instructions.

ATTACHMENTS:

List of various equipment and furniture.

**FLORENCE COUNTY SHERIFF'S OFFICE
SURPLUS PROPERTY**

Item	Model	Serial number
Groen brasing pan - LP gas	NHFP/4	N13522hcf
(3) Pitco deep fryers - Nat. gas	F185/CV	G92DD07333 ,G92DD07334 &335
(2) Market forge brasing pan - LP gas	40TG	198988 & 208935
Groen steamer	NGB2	25088
(9) round table tops	4 ft. dia.	2 inches thick
(2) Wolfe ranges	FS-4-27 & FS-0-27	79821-001-F92 & 79821-002-F92
Hobart meat slicer	1712E	56-933-691
commerical vaccum for car wash		
Stainless steel table		
Miscellaneous office furniture		
(34) plastic chairs		
(44) desk		
(27) Misc. office chairs		
(1) blue rolling chair		
Finger print machine	LSS 2000	1917
Finger print machine	touch print identix	
Pitco filler	BF18S-C	F92DD21394
Blodgett double conv. Oven		1291E9436102
Servolift conveyor	995-12	8928749

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Grant Application
United States Department of Justice

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUE UNDER CONSIDERATION:

Approve The Submission Of A Grant Application For The FY 2012 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation In The Amount Of \$30,257 To Provide A Replacement Vehicle For The Florence County Sheriff Office and Replacement Equipment For The Detention Center.

POINTS TO CONSIDER:

1. Florence County Sheriff's Office will utilize the Fiscal Year 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation grant appropriation to cover replacement of a vehicle for the Florence County Sheriff's Office and replacement equipment for the Detention Center.
2. Florence County will make the application available to the public at the County Administrator's Office, City-County Complex, Room 802, from April 19 until May 19, 2012 for comment per the grant requirements.
3. The grant does not require matching funds.

FUNDING FACTORS:

1. \$30,257 = Total costs for the Fiscal Year 2012 USDOJ Edward Byrne Memorial Justice Grant (JAG) Program Local Solicitation to be used for capital replacement costs for the Florence County Sheriff's Office.
2. \$0 = no matching funds required.

OPTIONS:

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

ATTACHMENTS:

1. Letter of Recommendation from the Florence County Sheriff.
2. Program Narrative.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

April 4, 2012

Thomas B. Robinson
County Administrator
180 North Irby Street
Florence, South Carolina 29501

RE: Edward Byrne Memorial Justice Assistance Grant Program
FY2012 Local Solicitation

Dear Mr. Robinson:

In efforts to streamline resources, the Florence County Sheriff's Office would like to request Council's approval for the submission of the Edward Byrne Memorial Justice Assistance Grant Program's Local Solicitation to provide for one replacement vehicle in our fleet and replacement equipment in support of the Detention Center.

Thank you for your assistance in this matter.

Sincerely,

William K. Boone
Florence County Sheriff

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

USDOJ Edward Byrne Memorial JAG Grant Program
FY12 Local Solicitation
Program Narrative

The Florence County Sheriff's Office (FCSO) proposes to utilize funds made available by the United States Department of Justice (USDOJ) under the Edward Byrne Memorial JAG Grant Program Local Solicitation for the purpose area of Law Enforcement. Equipment purchased through the grant will benefit the Patrol Division and Detention Center.

The FCSO will utilize funding to purchase a marked police cruiser for our Patrol Division. We patrol over 800 square miles, traveling nearly 4 million miles in service to Florence County annually, responding to an average of 60,000 to 65,000 calls annually. In order to maintain safety at the optimum level, vehicle safety and maintenance regulations are adhered to. We propose to purchase a new vehicle to replace one that is recommended to be replaced by our Fleet Maintenance Department. This will help ensure we are operating a safe vehicle, but will also prove better fuel efficient and reduce maintenance costs for repairs.

The remaining funds will be used to procure replacement equipment for the Detention Center. The Detention Center is in need of compartment gun boxes to house weapons of sworn officers prior to entry into the facility. Funding is also requested for a cell detector to enhance officer protocol. Finally, the Training Department proposes to purchase replacement CERT (Cell Extraction Team) equipment for officer training and implementation of CERT duties.

FLORENCE COUNTY COUNCIL MEETING

April 19, 2012

AGENDA ITEM: Other Business
Council District #4

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$81,314.00.00 from Council District #4 funding allocations to pay for rock and crushed asphalt for Old Sansbury Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED: 
Requested by Councilmember: Mitchell Kirby

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

April 19, 2012

AGENDA ITEM: Other Business
Utility Project
Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$18,573 From Council District 5 Utility Funding Allocation To Pay For A Water Line Extension For Ben Gause Road.

FUNDING SOURCE:

_____ Infrastructure
_____ Road System Maintenance
XXX Utility

SIGNED: verbally approved – signature pending
Requested by: Councilman Johnnie D. Rodgers, Jr.

Date: _____

ATTACHMENTS:

Correspondence From The City Of Florence Regarding The Proposed Project.

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

MEMORANDUM

TO: Connie Haselden, Clerk to Council, Florence County, Florence, South Carolina

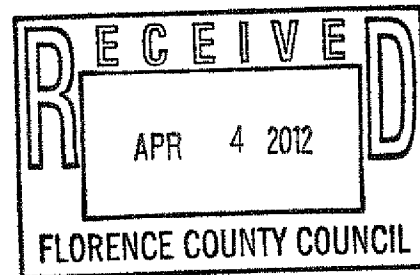
FROM: Drew Griffin, City Manager, City of Florence, Florence, South Carolina

SUBJ: Ben Gause Road – Water line extension

DATE: April 4, 2012

Please find attached the information requested regarding a water line extension request for Ben Gause Road. Please note that we have estimated the cost of the water line extension at \$27,000 and the Revenues generated from the project - if all existing customers agree to connect to the system at \$8,427. Therefore, to make the project feasible the cost share from the County would be \$18,573.

Please let us know if you have any questions.



**BEN GAUSE RD.
WATER LINE EXTENSION
COST ESTIMATE**

Item	Description	Quantity	Unit Price	Amount
1	8" X 6" TS&V	1 EA	\$1,500	\$1,500
2	BORE UNDER ROAD	50 LF	\$50	\$2,500
3	6" PVC WATER LINE	1900 LF	\$9	\$17,100
4	6" GATE VALVE & BOX	1 EA	\$900	\$900
6	FIRE HYDRANT (COMPLETE)	1 EA	\$2,100	\$2,100
7	EROSION CONTROL/STABILIZATION	1 LS	\$445	<u>\$445</u>
Estimated Construction Cost				\$24,545
Estimated Engineering				<u>\$2,455</u>
Estimated Project Cost				<u>\$27,000</u>

April 3, 2012

**BEN GAUSE RD.
WATER LINE EXTENSION
ECONOMIC FEASIBILITY ANALYSIS**

COST

<u>\$27,000</u>	X	1.00	=	<u>\$27,000</u>
TOTAL PRESENT WORTH OF COST				<u>\$27,000</u>

REVENUES

TAP FEES

<u>0</u>	X	<u>\$2,670</u>	=	\$0				
PAID CUSTOMERS		(FY12 FEE)						
<u>0</u>	X	<u>0.5</u>	X	<u>\$2,670</u>	X	<u>0.6139</u>	=	\$0
FUTURE CUSTOMERS			(FY12 FEE)			(PV: 5%, 10-YR.)		

WATER BILLINGS:

<u>7</u>	X	<u>\$32.20</u>	X	<u>12</u>	X	<u>0.25</u>	X	<u>12.4622</u>	=	\$8,427
<small>PAID CUSTOMERS</small>		<small>(FY12 RATE)</small>						<small>(PVA: 5%, 20-YR.)</small>		
<u>0</u>	X	<u>0.5</u>	X	<u>\$32.20</u>	X	<u>12</u>	X	<u>0.25</u>	X	
<small>FUTURE CUSTOMERS</small>			<small>(FY12 RATE)</small>							
				<u>7.7217</u>	X	<u>0.6139</u>	=	\$0		
				<small>(PVA: 5%, 10-YR.)</small>		<small>(PV: 5%, 10-YR.)</small>				

TOTAL PRESENT WORTH OF REVENUES **\$8,427**

<u>\$8,427</u>	/	<u>\$27,000</u>	=	<u>0.31</u>
TOATAL REVENUES		TOTAL COST		REVENUE / COST RATIO

IF REVENUE / COST RATIO IS 1.0 OR GREATER, RECOMMEND PROJECT
IF REVENUE / COST RATIO IS LESS THAN 1.0, REJECT PROJECT

**NOTE: THE ABOVE ANALYSIS IS DESIGNED TO BE USED ONLY AS A GUIDE
FOR THE STUDY OF ECONOMIC FEASIBILITY IN THE CONSIDERATION
OF THE EXTENSION OF WATER SERVICE TO A PROSPECTIVE
CUSTOMER (S) IN THE CITY'S SERVICE AREA**

April 3, 2012

Florence County Council Meeting
April 19, 2012

AGENDA ITEM: Other Business
Utility Project
Requested by Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$7,500 From Council District 3 Utility Funding Allocation To Erect Area Lighting at Brooks McCall Park.

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
Alphonso Bradley

Date:

ATTACHMENTS:

None

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

April 19, 2012

AGENDA ITEM: Other Business
Council District #9

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$165,800.00 from Council District #9 funding allocations to pay for the resurfacing of Cypress Glenn Subdivision.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

____ Infrastructure
____ Road System Maintenance
✓ ____ Utility

SIGNED:


Requested by Councilmember: Dr. Morris Anderson

Date: 3/21/12

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

3/21/2012

Florence County Council Meeting
April 19, 2012

AGENDA ITEM: Other Business
Utility Project
Requested by Council District 2

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$5,000 From Council District 2 Utility Funding Allocation For Facility Improvements At Laverne Ard Park.

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
Roger Poston

Date:

ATTACHMENTS:

None

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
April 19, 2012

AGENDA ITEM: Other Business
Utility Project
Requested by Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$600 From Council District 3 Utility Funding Allocation For Asphalt To Repair Edges Of Basketball Court At Savannah Grove Community Park.

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
Alphonso Bradley

Date:

ATTACHMENTS:

None

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
April 19, 2012

AGENDA ITEM: Other Business
Infrastructure/Utility Project

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$50,000 From Council Districts' Infrastructure/Utility Funding Allocations (As Indicated Below) To Assist The Johnsonville Fire District With The Replacement Of An Outdated, Inoperable Tanker Truck.

FUNDING SOURCE:

<u>XXX</u> Infrastructure	Road System Maintenance	<u>XXX</u> Utility
Requested by Councilmember:		
Amount: \$5,556 (I / U)	\$5,556 (I / U)	\$5,556 (I / U)
Signed:		
K. G. Rusty Smith, Jr.	Roger M. Poston	Alphonso Bradley
Amount: \$5,556 (I / U)	\$5,556 (I / U)	\$5,556 (I / U)
Signed:		
Mitchell Kirby	Johnnie D. Rodgers, Jr.	Russell W. Culberson
Amount: \$5,556 (I / U)	\$5,556 (I / U)	\$5,556 (I / U)
Signed:		
Waymon Mumford	James T. Schofield	H. Morris Anderson
Date:		

ATTACHMENTS:

Request from the Johnsonville Fire District

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

JOHNSONVILLE FIRE DISTRICT

April 9, 2012

Honorable Roger Poston
Councilman
Florence County Council
Florence, S.C.

Dear Councilman Poston,

With regards to our most recent conversation, I am submitting this formal request.

For many years we have provided a high level of fire protection for our citizens while operating within our normal funding. While we are all volunteers, we have been fortunate to do so without asking for any assistance in funding from Florence County Council.

However, due to a short-fall in funding from our Tax base, it has had a major impact on our ability to sustain the level of fire protection that is vitally necessary and needed. This reduction has placed us in a very precarious position. No longer do we have the funds to "keep-up" with our mission requirements. The prestigious I.S.O. rating of Class 4, which our citizens enjoy is being placed in jeopardy. This is a result of one on our "tanker trucks" is and out of service and cannot be repaired due to its age and condition. We do not have the funds necessary to replace this apparatus, due to the short-fall in funding we are experiencing at this time.

We need to replace this apparatus immediately to be able to sustain our operation. We are asking that you consider our request seriously of a contribution of \$50,000.00. This contribution, at this time, will allow us to replace this vital piece of equipment and continue to operate and maintain a level of fire protection our citizen need and expect.

Florence County Council has always been a staunch supporter of the Counties Volunteer Firefighters. We urgently need your help in getting us through this special period of need.

I look forward to your response and reply.

Sincerely yours,

Kerry Tanner 
Fire Chief, Johnsonville Fire District

cc: Honorable Rusty Smith, Chairman, FCC

159 EAST BROADWAY STREET • P.O. BOX 594 • JOHNSONVILLE, SC 29555
PHONE: 843-386-2500 • FAX: 843-386-2282
E-MAIL: JVILLEFD@FRONTIER.COM