

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. Culbertson
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, MAY 17, 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 APRIL 19, 2012 REGULAR MEETING** [1]

Council Is Requested To Approve The Minutes Of The April 19, 2012 Regular Meeting Of County Council.

B. **MINUTES OF THE MAY 3, 2012 SPECIAL CALLED MEETING** [21]

Council Is Requested To Approve The Minutes Of The May 3, 2012 Special Called meeting.

VI. PUBLIC HEARINGS:

[32]

Council will hold Public Hearing on the following:

A. ORDINANCE NO. 26-2011/12

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

B. ORDINANCE NO. 01-2012/13

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.

VII. APPEARANCES:

A. PRESENTATION OF RESOLUTIONS OF RECOGNITION

[33]

The Timmons ville High School Varsity Girls Basketball Team Will Be Present To Receive A *Resolution Of Recognition* For The 2012 Class A State Champions The Timmons ville High School Varsity Girls Basketball Team And Coaches, As Approved At Council’s Regular Meeting Of April 19, 2012.

B. WILLIAM K. AND ELIZABETH M. MCCALLISTER

[35]

Mr. & Mrs. McCallister Request To Appear Before Council To Discuss The Matter Of Paving Moulds Road.

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)

<i>November 17, 2011</i>	<i>Howe Springs Fire District GO Bond Issue</i>
<i>November 17, 2011</i>	<i>Voter Registration/Elections Personnel Matter</i>
<i>March 22, 2012</i>	<i>Capital Project Sales Tax (CPST)</i>

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)

April 19, 2012

Ordinance No. 24-2011/12 (Animal Adoption Policies)

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 NO. 25-2011/12

[37]

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

B. RESOLUTION NO. 26-2011/12

[46]

A Resolution Authorizing The Submission Of An Application By Florence County To The Drs. Bruce And Lee Foundation In The Amount Of \$2,500,000 For The Design And Development Of The Lake City Park Project And Approve A Memorandum Of Understanding With The City Of Lake City Concerning Said Park.

X. ORDINANCES IN POSITION:

A. THIRD READING

1. ORDINANCE NO. 21-2011/12 (*Deferral*) **[49]**

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 **[55]**

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 **[84]**

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, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

B. SECOND READING

1. ORDINANCE NO. 25-2011/12 **[88]**

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** (*Public Hearing*) **[105]**
An Ordinance To Ratify FY12 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

3. **ORDINANCE NO. 27-2011/12** (*Deferral*) **[110]**
An Ordinance To Zone Property Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

4. **ORDINANCE NO. 01-2012/13** (*Public Hearing*) **[112]**
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.

C. INTRODUCTION

- ORDINANCE NO. 28-2011/12** **[124]**
An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Nine Hundred Twenty-Five Thousand Dollar (\$925,000) General Obligation Refunding And Improvement Bond Of Florence County, South Carolina (Johnsonville Rural Fire District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

COMMISSION ON ALCOHOL & DRUG ABUSE

[156]

The Commission On Alcohol & Drug Abuse Requests The Re-Appointment Of W. Joe McMillan, Jr. To Seat 8, Council District 8, With Appropriate Expiration Term.

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION

MONTHLY FINANCIAL REPORTS

[157]

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

B. EMERGENCY MANAGEMENT/PROCUREMENT

SOLE SOURCE PROCURMENT AWARD

[163]

Authorize The Award Of A Sole Source Procurement To Fisher Safety For A Chemical Detection Meter For The Emergency Management Department In The Amount Of \$54,000 To Be Funded From South Carolina Law Enforcement Division (SLED) Homeland Security Grant Funds.

C. FINANCE

RFP EVALUATION PANEL APPOINTMENT

[166]

The Chairman Is Requested To Appoint One Member Of County Council To Serve On The RFP Evaluation Panel For The External Audit Contract.

D. RECREATION/PROCUREMENT

AWARD OF BID #12-11/12

[167]

Approve The Award Of Bid #12-11/12 For Construction Of A Restroom Facility At Ebenezer Park To Thomas Construction, Effingham, SC In The Amount Of \$27,950 To Be Funded From Insurance Proceeds. (3 compliant bids)

E. SHERIFF'S OFFICE/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

[170]

Declare One (1) Handgun, A Glock SF Serial Number PAU091, As Surplus Property For The Purpose Of Awarding To A Retiring Employee.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE/UTILITY

PDCAP WEED AND SEED SAFE HAVEN

[172]

Approve The Expenditure Of Up To \$12,762 From Council Districts 3 And 7 Infrastructure/Utility Funding Allocations (Approximately \$6,381 From Each District) To Purchase Equipment To Be Used For Youth Programs At The Pee Dee Community Action Partnership (PDCAP) Weed And Seed Safe Haven.

B. ROAD SYSTEM MAINTENANCE FEE (RSMF)

1. CHRISTY LANE

[174]

Approve The Expenditure Of Up To \$20,582 From Council District 5 RSMF Funding Allocation To Pay For Rock And Crushed Asphalt For Christy Lane.

2. COOPER LANE

[175]

Approve The Expenditure Of Up To \$8,910 From Council District 7 RSMF Funding Allocation To Pay For Additional Crushed Asphalt For Cooper Lane.

C. UTILITY

1. TOWN OF OLANTA

[176]

Approve The Expenditure Of Up To \$198 From Council Districts 1 and 5 Utility Funding Allocations (Approximately \$99 From Each District) To Pay For 20' Of 15" Concrete Pipe To Be Installed On The Road Leading To The Town Of Olanta's New Well.

2. WILLIAMS MIDDLE SCHOOL

[177]

Approve The Additional Expenditure Of Up To \$2,000 From Council District 3 Utility Funding Allocation For Repairs/Upgrades To The Outdoor Basketball Court At Williams Middle School.(*Project Request Approved At The March 15, 2012 Meeting But Additional Funding Is Needed To Complete The Project.*)

XIV. EXECUTIVE SESSION:

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

- Legal Advice
- Economic Development Matter

XV. INACTIVE AGENDA:

A. 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)

B. ORDINANCE NO. 24-2011/12

[178]

At its regular meeting of April 19, 2012, Council deferred second reading of this item and referred the item to the Committee on Education, Recreation, Health & Welfare For Further Review And Recommendation: An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

XVI. ADJOURN:

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the April 19, 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, APRIL 19, 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
James T. Schofield, Council Member
Roger M. Poston, Council Member
Thomas B. Robinson, County Administrator
D. Malloy McEachin, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Andrew Stout, Museum Director
Jonathan B. Graham, III, Planning Director
Ray McBride, Library Director
David Alford, Voter Registration/Elections Director
Mike Nunn, Sheriff's Office
Barbara Coker, Sheriff's Office
John Sweeney, Morning News

ABSENT:

Alphonso Bradley, Council Member

A notice of the regular meeting of the Florence County Council appeared in the April 18, 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 Council was entering into the budget process and would set up a budget workshop within the next couple of weeks. Council had been trying to wait to find out what action the State would take with regard to funding the Local Government Fund.

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council Approve The Minutes Of The March 15, 2012 Regular Meeting Of County Council. Councilman Kirby seconded the motion, which was approved unanimously.

Councilman Anderson made a motion Council Approve The Minutes Of The March 22, 2012 Council Retreat. Councilman Schofield 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. 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.

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.

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.

APPEARANCES:

JOHN C. MOYLAN, ATTORNEY

Chairman Smith stated there were no scheduled appearances, however there was an important legal issue that needed to be addressed and asked, pursuant to the Rules of the Florence County Council, for the consent of at least two members of Council for Mr. John C. Moylan, Attorney to address Council concerning lawsuits filed by the Florence County Treasurer against Florence County. Council unanimously consented to the appearance of Mr. Moylan, the County's attorney of record in the lawsuits. Mr. Moylan presented background information and an overview of lawsuits recently ruled on by the Court and the Orders handed down in relation to the suits. Mr. Moylan stated that for two years the County had been fighting two lawsuits filed by the Florence County Treasurer against the County Council, Administrator and the most recent lawsuit also against the Finance Director. The first lawsuit arose when the Treasurer sought to give raises to two employees in his office. He was told by the Finance Director and County Administrator that pay raises had to be approved by County Council. Those raises were approved by

County Council, but prior to Council's approval, the Treasurer hired a private attorney and sued, arguing that he had sole discretion as to whether or not to approve those pay increases. In response, the County filed a counterclaim and asked the Court to rule on three very important legal issues.

The first was specifically related to the pay increases. According to general law on that issue, an elected official did have control over his staff, choosing whom he will hire/fire/suspend or other personnel decisions. But when it came to appropriations, that power and authority belonged to the legislative body.

The second issue was related to the Treasurer's decision to hire a private attorney to bring suit against the County. The position taken by County Council was the South Carolina Legislature had given County Council, and only County Council, the ability to enter into contractual obligations. If every elected official could enter into a contract at their discretion, County Council would lose all authority over appropriations, because each official could engage in contracts at will and the County would be bound to pay for those contracts.

The third issue was the Treasurer wrote a check to pay his private attorney from taxpayer funds without a check warrant or without any other authority from County government. The check was written from a revenue account, not an expense account. The Treasurer was informed by the Finance Director and the County Administrator that a check warrant and County Council approval were required prior to a check being written.

The second lawsuit the Treasurer filed against the County dealt with the Delinquent Tax Fund. That was the fund from which the Treasurer requested he be given a \$20,000 raise. The Treasurer took the position in that case that the County Council should be enjoined by law from taking funds that remained in that account at the end of the fiscal year and transferring them to the general fund. The argument from the County was that the Treasurer did not have discretion over the Delinquent Tax Fund any more than he had discretion over any other funds, with the exception that the Statute provides that the cost of collecting delinquent taxes were to be charged by the Treasurer.

Mr. Moylan then presented an overview of the Court Orders on each suit. In conclusion, the Court Order stated *"The Treasurer asked this Court to grant him the fundamental legislative power, the appropriation of public funds. He does this by asking the Court to allow him to give pay raises without Council approval, to enter into binding contracts without authority, to write checks without authority, and to retain delinquent tax funds without authority. The South Carolina Constitution, the South Carolina Code, the South Carolina Supreme Court and Florence County Ordinances, as well as the controls and protocols necessary for the protection of the public treasury, all prevent the Treasurer from usurping the County's authority in responsibility for appropriations. For the foregoing reasons, the Court orders and declares the following by way of final judgment and disposition of all claims: a) the Treasurer cannot expend Florence County funds without a warrant from the County Administrator, pursuant to Florence County Code Section 11-144(6), State Law and the State Constitution; b) the Treasurer cannot enter into contracts without the approval of County Council if that contract involves the appropriation or expenditure of County funds or other public funds collected on behalf of*

the citizens of Florence County; c) the Treasurer cannot obligate Florence County tax dollars by granting salary increases without the approval of County Council or the appropriation of funds for such raises by County Council; d) the Treasurer cannot use delinquent tax funds for purposes other than the cost of delinquent tax collection."

Mr. Moylan commended County Council for having the courage to stand up and fight the lawsuits; clearly the Council stood up for the Constitution and, in baseball analogy, Council just pitched a perfect game. The Court ruled in the County's favor in every issue raised. He expressed appreciation to Council, the County Administrator, Finance Director and County Attorney for their assistance. Vice Chairman Mumford commended Mr. Moylan for his presentation and the excellent job he did in representing the County.

Councilman Schofield stated the following: "Mr. Chairman, I'm just going to give you some facts and my conclusions about these matters before us as regard to the Treasurer and these lawsuits and other lawsuits. I don't like to have to do this; I don't like to have to point out the facts on someone who was my childhood friend, but Mr. Chairman I was elected to this office and I promised to call it as I see it, friendship or not. When you're wrong, you're wrong. The public needs to know the facts and I have the facts and the documents and anyone of the public that wants to see them can come to my office and I will sit down and take the time and show them to you. Mr. Chairman I will reveal my age and say that I am sort of like the character on the old TV show, Dragnet, Joe Friday, 'Just give me the facts, ma'am.' Sort of amusing in the court a few weeks ago when the Treasurer's attorney started to present his side of the case. I was there. He said something like this, 'your Honor let me give you some of the background history of these ongoing disputes between the Treasurer and the County Council.'" The Judge cut him off and said, 'Mr. Attorney (something to these words - not exact), I'm not worried as much about what these two parties relations are as I am about what the law says their obligations are.' Just give me the facts. Well I'm going to give you some facts today and it is time for these lawsuits to end. If you hear anything I say today, IT IS TIME FOR ALL OF THESE LAWSUITS TO END. I constantly read with amazement some of the things the Treasurer has written, such as his comment in the News Journal that 'Like a thief in the night the County Council stole your money.' No, Mr. Treasurer, as the Court is now telling you, it is not your money, it is the taxpayers' money and any excess in the delinquent tax account belongs to the tax payers to help reduce the need for tax millage in this County. Mr. Fowler, you are just another elected official in this County and you have a very simple and ministerial job to do; that is to receive the taxpayers' money, put it in the bank, to disburse it to the school districts, the towns and cities, and to write checks for the County government when properly requested. That is part of the essential checks and balances. It isn't as you have said that you can write checks as you will; you can only write them when you give a proper warrant and that you cannot withhold them as you have done. That is to protect the public, you hold the cash, we don't. We set the policies as to how it is spent. You have no discretion over issuing a check with a properly executed warrant from the Administrator.

I attended the hearing on this case a few weeks ago, as I said, and it is very troubling what the Treasurer was contending. Even the Judge asked his attorney, 'So the Treasurer thinks that after County Council sets and approves the budget' (which we will do within

the next few months) 'that the Treasurer could then fire two employees and raise his or anyone else's pay.' Of course, his attorney did not directly answer the Judge's question. What is as equally troubling to me (and I apologize because I will probably bounce around all over this case, but it is very complex) is some of the attitude that is shown here.

This is a copy of a page from a Writ of Prohibition that the Treasurer filed; it is his Affidavit to the Supreme Court of the State of South Carolina in the Lawhon/Waverly Woods case. In it, he states, 'the South Carolina Code does not allow any decision that I make, with respect to tax related penalties, to be reviewed by any other governmental body, not the judicial, the legislative, or the executive.' I cannot imagine filing a brief with the Supreme Court telling them that even the judicial has no review over me. 'I am the only person associated with Florence County that has any authority, duties and responsibilities under South Carolina Law with respect to the subject matter of this litigation. Neither the County Council nor the County Administrator has any constitutional or statutory authority to dictate anything associated with collecting taxes and tax related penalties.' Mighty funny you didn't file in the court, County Council was first in the court on that case, but when we decided, and rightfully so, not to appeal the Judge's order, we knew there were some technical difficulties there, but we knew it was going to cost the taxpayers a lot of money to challenge it and so we decided not to file an appeal. It's mighty funny that then and after that case you decided to file the appeal on behalf of the County, which we had to go to court and get the court to order that you were not the County, then you went back to the court to file as the Treasurer.

You know, really, this thing really gets you, because it all started, this started with this pay raise thing. Can you imagine filing a lawsuit against this County Council, when we didn't grant a pay raise three months before the pay raises were going to be granted? During that budget year, we were under tight constraints; we were losing money in the Local Government Fund. We didn't have any language in the adopting ordinance that gave merit raises or anything like that so, properly so, the County Council tells the Treasurer we will handle this in three months. Well, he files a lawsuit. Who thinks that anything's going to happen in three months in a court? You know, obviously the money was going to be wasted.

I have all the documents of where the emails between his office, Mr. Yokim's office, Mr. Starks' office, where he sent the check as our attorney has told you. June 25, 2010, the Treasurer sent a memo to the Finance Director with a copy of the check, internal payment voucher and attached. In the memo the Treasurer states that 'the Treasurer's office does not need, nor must it request authorization to expend the funds indicated.' Mr. Treasurer, the Court just told you, you do. This Council got an audit finding for the period ending June 30, 2010. The Treasurer's office did not comply with Section 11-146(a) when he issued that check. The Treasurer makes a great deal of citing Code 4-9-650, that the County Administrator shall exercise no authority over any elected official of the county whose offices were created either by the Constitution or by the general laws of the State. However the Treasurer did not, as is his usual practice, quote the entire Section. The Section begins by stating 'With the exception of organizational policies established by the governing body...' Mr. Treasurer, that is the Florence County Council.

On March 16, 2011, this is another thing that is especially troubling to me, the weekly run of ... accounts payable checks, along with the required warrant, were delivered by the Finance Department to the Treasurer's Office for his signature. Included was a check to the law firm of Wyche, Burgess, Freeman & Parham in the amount of \$4,193.11. Later that same day, the checks were returned to the Finance Department with the exception of the check to the law firm. The Treasurer's office staff member returning the checks informed the County Finance Department staff member that the check was being held pursuant to Dean Fowler's instructions. March 25, 2011, a memo was written by the Finance Director to the County Attorney informing the County Attorney that the check had not yet been received. March 29th the County Attorney wrote a letter to Mr. Fowler's personal attorney requesting that the check be forwarded to the Finance Director. April 13, 2011, 9:04 a.m., the County Attorney called the County Finance Director in order to determine if the check had been received; it had not. From March 16th to April 13th the Treasurer unlawfully withheld payment to a County vendor, simply because the vendor happened to be the law firm the County was using to represent itself in the lawsuits the Treasurer had instigated. Even after the County Attorney sent the letter to Mr. Fowler's attorney requesting the check, it took two weeks to get the check.

Mr. Fowler, you left a paper up here a few weeks ago, I think you were planning to come deliver it to us, but you never did, telling us all about what has been done wrong the whole time you have been here and telling us about how we should remember our civics lesson in high school about the three branches of government and how you are an executive and that we were the legislative, but yet you contend you decide where the money is spent. Not the civics I learned in school. When have you ever seen anybody but the legislative branch decide where the money is spent? Mr. Treasurer, if you won't listen to what County Council says, if you won't listen to the courts, the Appeals Court, the Supreme Courts say, maybe you will to what the public says to you when they have the facts.

The most dangerous thing here is, and the most troubling to me, is this attitude that he has to answer to no one. That is not the case. He does answer; he answers to the law. Just recently in a matter of procurement in the County the Treasurer contended that he did not have to abide by the policy in getting three bids on tax forms. In the end, he didn't sue us over one, and he complied. This continued assault on our laws and policies is troubling.

Oh, yes, it is time for the lawsuits to end, but if the Treasurer follows his usual pattern, he will file an appeal in this case. We will end up paying Mr. Moylan some more money. More of the taxpayer's money will be wasted. The legal bills in these cases is staggering. In the Waverly Woods/Lawhon case, as of February, \$37,000 had been expended by this County Council; and in the other case, over \$72,000. Listen to the words that he filed before the Supreme Court in his Writ of Prohibition (which I covered with you) that he doesn't even answer to them in certain matters. To me, what kind of contempt is that for our system of laws? What kind of attitude is that? The Treasurer has stated and written that he answers to no one but the voters, but that is a dangerous attitude. When he thinks he can write a check, spending the taxpayer's funds without any legal authority, that is wrong. When he says he doesn't answer to anyone, he is wrong, he does; he answers to the law. You are not above the law and you are not above the policies and regulations of

the County. The policies and regulations of this County and State bind us all, and sometimes this Council has tripped up on getting things right, but we are accountable and we all should listen. When the law speaks or the courts we should listen. This Council has, when the Treasurer raised the issue of how the road fee money was being administered years ago, we got an attorney general's opinion stating that it would take a vote of the Council to decide the expenditures, it changed its policies and it did that. He was right to point it out and the Council listened at that time. Mr. Treasurer it is time for you to listen to what the Courts are telling you. We have a representative form of government, isn't it better when the decisions for policy for this County come from the collective wisdom of nine, rather than thoughts of one person? Isn't that what our founding fathers through our Constitutional laws fought for? No individual was all powerful and that all of us answer to the law.

I'm just going to rehash one thing that Mr. Moylan said. Despite two separate notices that Fowler needed County approval under warrant to process the payment, and despite his attorney having already received full payment in the entire amount over a month earlier, Fowler personally requested, personally approved, personally wrote, personally signed and personally delivered a County check in the amount of \$7,833 payable to his attorneys without any authorization from anyone in the County government. Fowler disbursed the funds for the check without a warrant or any other authorization from the County or County Administrator. He violated the Constitution, State Law and at least two County ordinances. The County's computer system will not let you write a check to an expense account unless you have a warrant. So since it won't let you do that, what you do is you write a check to the revenue account, and that is what he did.

In the Lawhon case, I want to read you something that the Supreme Court has said, because it is time for this case to end, too. As the County and Petitioner, (this is the Supreme Court speaking) have repeatedly asserted in the applicable sections of Title 12 of South Carolina Code clearly established the Assessor, Auditor, and Treasurer have distinct duties. It is the Assessor's duty to assess the value of real property including applying the multi-lot discount when applicable. It is the Auditor's duty to accept that valuation and issue the tax bill based on that value and it is the Treasurer's duty to collect the amount set forth in the tax bill. These are ministerial duties. The Circuit Court ordered the Assessor to apply the multi-lot discount to the petitioner's property. Once the Assessor did so, Joye was required to issue a new tax bill based on that value, as he was requested to do on two occasions by the Assessor, but has refused to do. Joye does not have the authority to question the assessment or to refuse to issue a tax bill based on that assessment. Likewise, Fowler has a duty to accept the amount set forth on the bill issued by Joye as a result of the Assessor's valuation and not to continue to insist that Pee Dee pay a higher amount. We therefore conclude a Writ of Mandamus is warranted and hereby issue a Writ of Mandamus compelling Joye to issue a revised tax notice in accordance with the September 30, 2009 Order of the Circuit Court, which reflects the multi-lot discount as applied by the Assessor at issue and eliminates any penalties and interest and compelling Fowler to accept petitioners payment in the amount set forth in the revised tax notice as full payment for the taxes issued; which shall preclude a tax sale of the petitioner's property and end all litigation concerning payment of the taxes at issue. That is an Order of the Supreme Court of the State of South Carolina and as of today, it

has not been complied with by the Auditor or the Treasurer. They are asking for a re-hearing before the Supreme Court. More money of the taxpayers for lawyers.

Mr. Treasurer, you and you alone have violated the law and this Civil Court has said so, clearly today. This is not the voice of County Council that you have so much contempt for. This is the voice of our legal system in this State that you do answer to. Mr. Treasurer, you have broken the law of the State and the County and you have to answer for that. It is time for the lawsuits to end and it is time for those who would violate the laws of the State and County to answer. This is a serious breach of ethical conduct. This is a breach of fiduciary responsibility to the taxpayers of this County. It is time for the lawsuits to end. Mr. Treasurer, you do answer, and you will answer, to the law. The Treasurer will tell you he is not part of the County. Why did he try to appeal in the Lawhon case and get rejected? He took that all the way to the Supreme Court and they sent him back down and took him to the Circuit Court and he lost it again. He tried to sell the man's property at the tax sale and the taxpayer had to get an Order from the Supreme Court stopping the sale and the Supreme Court has now spoken; reduce the tax notice and take the man's money. Yes, there may have been some technical difficulties at the front. It is a very complicated case but it's a very simple case. A taxpayer in this County was in receivership and a receiver was appointed in a court and the receiver got challenged. At the time you could file for a multi-lot discount, there was no competent party to file, so the taxpayer asked the Court to grant an extension at the time. Potentially he might have asked the wrong Court, the Circuit Court instead of the Administrative Law Court, but what's all said and done is that in a matter of equity to the taxpayer the taxpayer could not file. When this County Council looked at that years ago, we first, we were on the side of saying 'no, he should pay' but when our attorney came to us and said look, you're going to spend a lot more money than this case is worth and it is a real unusual case. What taxpayer, if any taxpayer deserves an extension in time, and to my knowledge no one has ever been granted an extension of time, but if anyone deserves it, it is a taxpayer who was in court, who the court took control of his company, who appointed a receiver, the receiver had been challenged in court and no competent party to receive and file the extension? If any taxpayer, that taxpayer deserves an extension. That's equity and this County Council realizes that. The Supreme Court has spoken and Mr. Fowler and Mr. Joye need to do their job. Mr. Treasurer and Mr. Auditor it is time for you to do your job what the Supreme Court has told you to do and it is time for the lawsuits to end.

Mr. Treasurer, do you really think you are going to get anywhere with County Council when you write emails like this one? (And I'm just about through) This is the situation we face up here and it troubles me and I have a passion for this. I got into this office because I came up here to do what the public wants me to do and to do it right. When I get an email copied to me that came from Dean Fowler on February 8, 2010, and its talking about pay raises, and its back there when he asked for the \$20,000 pay raise, he states, to Mr. Starks: 'I can only surmise that to get the kind of salary your directors make is to kiss the butts of County Council and apparently yourself.' That is very troubling to me. Is that the attitude that we should have in government?

Today, I would hope the Treasurer would understand his clear responsibilities and duties and stop these attacks on this Council. This Judge has spoken clearly to the Treasurer, he

has spoken clearly on two occasions in the Waverly Woods/Lawhon matter, the taxpayers are expending big funds here with the hope the Treasurer would do his job as the bank and custodian of public funds. He constantly tells the public that Council tries to interfere and usurp his authority. Read the last part of the Judge's Order. Clearly, the Treasurer was trying to usurp legislative authority in this case that has just been won. Mr. Treasurer, we do get to tell you what to do about a budget, personnel, procurement; that is our job and we will do it. Mr. Fowler, you will abide by procurement and personnel policies of the County. You will abide by the laws in regards to the disbursement of funds and protections of the taxpayer's funds and this Council will take whatever actions is necessary when you step outside of those bounds, as you have done in this case. No, we are not telling you how to run your office, you get to decide who you hire and fire and collect the money down there. It is time for the adversarial relationship between County Council and the Treasurer, on both sides, to end. And above all, it is time for all of these lawsuits to end and the public's money being spent frivolously. That concludes my remarks, Mr. Chairman."

Councilman Anderson stated there were three things he wanted to say: "What about the money that he spent? Does he have to pay/repay the County for his legal fees?" Mr. Moylan responded that that issue was not directly raised in the lawsuit. The thought was that the cost of pursuing that would cost the taxpayers more than the amount the Treasurer would reimburse the County. He stated the next two statements were: "One of them is something my father told me when I was a young boy. He said, 'Son, none are as blind as those who will not see.' And I just get that feeling that he will not see. The last thing I wanted to say was, why can't he attend to his office and the duties of that office and not be trying to run the County's business? We have nine elected officials by the people of this County. Why does he want to run this office? I just ... it makes me sad."

Councilman Kirby stated it seemed that through all of this, the media had been on the Treasurer's side and what saddened him was that County Council put up with all of the attacks from the Treasurer's office because Council didn't want to incur costs on the taxpayer's back. He asked the costs the County had incurred due to these lawsuits by the Treasurer. Councilman Schofield responded that the figures he gave (approximately \$100,000) were through February, but if the Treasurer continues the re-hearing on the Lawhon case and if he appealed the Judge's Order discussed today, the County would continue to incur expenses. Councilman Kirby stated it was sad that that kind of money was being spent on this type of issue when there were so many other projects the money could really be used for in these critical economic times that would benefit the taxpayers.

TOMMY JACKSON

Members of Council requested that Tommy Jackson be allowed to speak regarding a water/sewer issue. Mr. Jackson stated the City of Florence had installed a new sewer station at the corner of Broad Drive and Pamplico Highway and the smell was horrible. Calls placed to the City of Florence had not been returned. The Chairman asked Mr. Jackson to provide his contact information and the County would write a letter on his behalf to the City, requesting assistance. Additionally, he suggested that DHEC be contacted to determine if they could assist.

COMMITTEE REPORTS:

ADMINISTRATION & FINANCE

Chairman Smith stated the Committee on Administration & Finance had no report, however a meeting would be set up to begin budget worksessions and Council as a whole would be invited to participate.

PUBLIC SERVICES & COUNTY PLANNING

Committee Chairman Schofield stated the bids for the Museum project would be opened that afternoon.

JUSTICE & PUBLIC SAFETY

Committee Chairman Mumford stated the Committee met prior to the regular meeting of Council to discuss litter issues. Another meeting would be scheduled prior to the next meeting in May.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION OF RECOGNITION

The Clerk published the title of a Resolution of Recognition: A Resolution Of Recognition For The 2012 Class A State Champions The Timmonsville High School Varsity Girls Basketball Team And Coaches. Councilman Kirby made a motion Council approve the Resolution. Councilman Mumford seconded the motion, which was approved unanimously. The Timmonsville Team was unable to attend the meeting and asked that the item be presented at the May regular meeting of Council.

PROCLAMATION: PEACE OFFICERS' MEMORIAL DAY

The Clerk published in its entirety A Proclamation Recognizing May 15, 2012 As Peace Officers' Memorial Day and Councilman Rodgers presented the Proclamation to Sheriff's Office representative Mike Nunn. Councilman Mumford made a motion to approve the Proclamation as presented. Councilman Anderson seconded the motion, which was approved unanimously.

PROCLAMATION: WEEK OF THE YOUNG CHILD

The Clerk published in its entirety 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* and Councilman Mumford presented the Proclamation to Ms. Harlana Vaughan of North Vista Elementary School. Councilman Mumford made a motion to approve the Proclamation as presented. Councilman Rodgers seconded the motion, which was approved unanimously.

RESOLUTION NO. 22-2011/12

The Clerk published the title of Resolution No. 22-2011/12: A Resolution Designating April 2012 As Fair Housing Month In Florence County. Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Anderson seconded the motion, which was approved unanimously.

RESOLUTION NO. 23-2011/12

The Clerk published the title of Resolution No. 23-2011/12: 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. Councilman Rodgers made a motion Council approve the Resolution as presented. Councilman Schofield seconded the motion, which was approved unanimously.

RESOLUTION NO. 24-2011/12

The Clerk published the title of Resolution No. 24-2011/12: 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*) Councilman Mumford made a motion Council approve the Resolution as presented. Councilman Rodgers seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 18-2011/12 – THIRD 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 Rodgers made a motion Council approve third reading of the Ordinance. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 20-2011/12 – THIRD 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 [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. Councilman Anderson made a motion Council approve third reading of the Ordinance. Councilman Poston 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. 21-2011/12 – SECOND READING

The Clerk published the title of 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. Councilman Rodgers made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously. Chairman Smith asked the Clerk to make a note that for third reading that this Ordinance be deferred to address some issues with the school.

ORDINANCE NO. 22-2011/12 – SECOND READING

The Clerk published the title of 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. Councilman Anderson made a motion Council approve second reading of the Ordinance. Councilman Kirby seconded the motion, which was approved unanimously.

ORDINANCE NO. 23-2011/12 – SECOND READING

The Clerk published the title of 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. Councilman Anderson made a motion Council approve second reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 24-2011/12 – SECOND READING DEFERRED

The Chairman stated that second reading of Ordinance No. 24-2011/12 was deferred and the Ordinance was referred to the Committee on Education, Recreation, Health & Welfare for further review and recommendation: An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.

ORDINANCE NO. 25-2011/12 – INTRODUCED

The Clerk published the title of Ordinance No. 25-2011/12 and the Chairman declared the Ordinance introduced: 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 Eddy 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.

ORDINANCE NO. 26-2011/12 – INTRODUCED

The Clerk published the title of Ordinance No. 26-2011/12 and the Chairman declared the Ordinance introduced: An Ordinance To Ratify FY12 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto.

ORDINANCE NO. 01-2012/13 – INTRODUCED

The Clerk published the title of Ordinance No. 01-2012/13 and the Chairman declared the Ordinance introduced: 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.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

PEE DEE WORKFORCE INVESTMENT BOARD

Council Unanimously Approved The Recommendation Of The Pee Dee Workforce Investment Board For The Re-Appointment Of The Following Individuals To Serve On The Board 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).

PLANNING COMMISSION

Council Unanimously Approved The Re-Appointment Of Linda Borgman to the Planning Commission representing Council District 9, With Appropriate Expiration Term.

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

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

PROCUREMENT/ SHERIFF'S OFFICE

DECLARATION OF SURPLUS PROPERTY

Councilman Mumford made a motion Council 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. Councilman Anderson seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE/GRANTS

UNITED STATES DEPARTMENT OF JUSTICE GRANT APPLICATION

Councilman Anderson made a motion Council 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. Councilman Mumford seconded the motion, which was approved unanimously.

OTHER BUSINESS:

ROAD SYSTEM MAINTENANCE FEE (RSMF)

OLD SANSBURY ROAD

Councilman Kirby made a motion Council 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. Councilman Rodgers seconded the motion, which was approved unanimously.

UTILITY

BEN GAUSE ROAD

Councilman Rodgers made a motion Council Approve The Expenditure Of Up To \$18,573 From Council District 5 Utility Funding Allocation For A Water Line Extension For Ben Gause Road. Councilman Mumford seconded the motion, which was approved unanimously.

BROOKS MCCALL PARK

Councilman Mumford made a motion Council Approve The Expenditure Of Up To \$7,500 From Council District 3 Utility Funding Allocation To Erect Area Lighting At Brooks McCall Park. Councilman Kirby seconded the motion, which was approved unanimously.

CYPRESS GLENN SUBDIVISION

Councilman Anderson made a motion Council 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. Councilman Rodgers seconded the motion, which was approved unanimously.

LAVERNE ARD PARK

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$5,000 From Council District 2 Utility Funding Allocation For Facility Improvements At Laverne Ard Park. Councilman Anderson seconded the motion, which was approved unanimously.

SAVANNAH GROVE COMMUNITY PARK

Councilman Mumford made a motion Council 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. Councilman Rodgers seconded the motion, which was approved unanimously.

INFRASTRUCTURE/UTILITY

JOHNSONVILLE FIRE DISTRICT

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$50,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$5,556 From Each District) To Assist The Johnsonville Fire District With The Replacement Of An Outdated, Inoperable Tanker Truck. Councilman Anderson seconded the motion, which was approved unanimously.

The following item was an addition to the Agenda:

OTHER BUSINESS:

INFRASTRUCTURE

PARKS AND RECREATION MAINTENANCE BUILDING

Councilman Rodgers made a motion Council Approve The Expenditure Of Up To \$2,600 From Council District 5 Infrastructure Funding Allocation To Install An Ice Machine At Parks And Recreation Maintenance Building. Councilman Mumford seconded the motion, which was approved unanimously.

EXECUTIVE SESSION:

Councilman Anderson made a motion Council Enter Executive Session, Pursuant To Section 30-4-70 Of The South Carolina Code Of Laws 1976, As Amended, To Discuss Two Personnel Matters. Councilman Culberson seconded the motion, which was approved unanimously.

Council entered executive session at 10:18 a.m. Council reconvened at 10:53 a.m.

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

COUNCIL MEETING ADJOURNED AT 10:53 A.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

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

DRAFT

PUBLIC HEARING

April 19, 2012

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.

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PUBLIC HEARING

April 19, 2012

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 Med 3000, Inc. And Matters Relating Thereto.

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PUBLIC HEARING

April 19, 2012

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, 2012, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto.

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FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 3, 2012 Special Called meeting of County Council.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed Minutes.

SPECIAL CALLED MEETING OF THE FLORENCE COUNTY COUNCIL, THURSDAY, MAY 3, 2012, 3:30 P.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, Jr., County Attorney
Connie Y. Haselden, Clerk to Council

ALSO PRESENT:

Kevin V. Yokim, Finance Director
Suzanne S. King, Administrative Services Director
Andrew Stout, Florence County Museum Director
Ray McBride, Library Director
David Alford, Voter Registration/Elections Director
Barbara Coker, Sheriff's Office
Tucker Mitchell, Morning News

Notice of the special called meeting of the Florence County Council appeared in the May 2, 2012 edition of the **MORNING NEWS**. Copies of the agenda were faxed to members of the media, posted in the lobby of the City-County Complex, at 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.

ORDINANCES IN POSITION:

ORDINANCE NO. 27-2011/12 – INTRODUCED BY TITLE ONLY

The Clerk published the title of Ordinance No. 27-2011/12 and Chairman Smith declared the Ordinance introduced: An Ordinance To Zone Property Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

REPORTS TO COUNCIL:

PROCUREMENT

BID AWARD

Chairman Smith recognized Mrs. Jean Leatherman, Chairman of the Florence County Museum Board and thanked her for attending the meeting and the excellent job being done on the museum project. Councilman Schofield made a motion Council Award The Museum Construction Bid To M.B. Kahn Construction Company, Inc., Conway, SC In The Amount Of \$8,873,990 And Authorize Additional Funding For The Project In The Amount Of \$750,000 From Local Hospitality Tax Funding And Authorize Said Transfer Of Funds To The Museum Capital Project Fund. Councilman Anderson seconded the motion, which was approved unanimously.

FACILITIES PROJECT MANAGER

Councilman Schofield made a motion Council Retain The Services Of A Facilities Project Manager During The Construction Of The Florence Museum And Authorize The County Administrator To Negotiate And Execute Said Contract To Be Funded From The Museum Capital Project Fund. Councilman Culberson seconded the motion. Councilman Schofield made a motion to Amend the Motion To Retain The Services Of Collins & Almers In The Amount Of \$75,000 And Authorize The County Administrator To Execute The Contract. Councilman Anderson seconded the motion to amend, which was approved unanimously. The motion as amended was approved unanimously.

BUDGET WORKSESSION:

The Chairman announced Council would proceed with the Budget Worksession to discuss matters relating to the proposed Fiscal Year 2013 budget. County Administrator Tom Robinson provided a brief overview of the proposed FY2013 budget. A 4 mill increase was included in the proposed budget, however if the General Assembly were to fully fund the Local Government Fund, the 4 mill increase would not be necessary. (A copy of the presentation is attached and incorporated by reference.)

Chairman Smith stated, for the benefit of the public and the media, he wanted to clarify that if the solid waste fee were no longer subsidized by the County General Fund, that it would only be charged to residents in the non-municipal limits, other than the City of Lake City; Lake City was the only municipality that paid the solid waste fee. Mr. Robinson confirmed that was the case; residents outside of municipal limits, with the exception of Lake City, would be charged the solid waste fee.

Councilman Kirby expressed a desire for the inclusion of replacement equipment for the rescue squads to enable those volunteer departments to continue providing much needed service to the rural areas of the County. He stated emergency care should be at the top of the list.

Councilman Schofield expressed concerns that about half of the millage increase included capital replacement items. He asked that Council and staff look very carefully at capital replacement items to determine if those items could potentially be deferred. He asked for clarification on the comment in the budget that talks about 13 new positions being requested and he would like to know where those positions would be located. Mr. Robinson stated a list of those requests were included in the package provided to Council but that none of the new positions requested were funded in the budget. Finance Director Kevin Yokim pointed out that several items in the capital replacement list were included to assist in sustaining the budget.

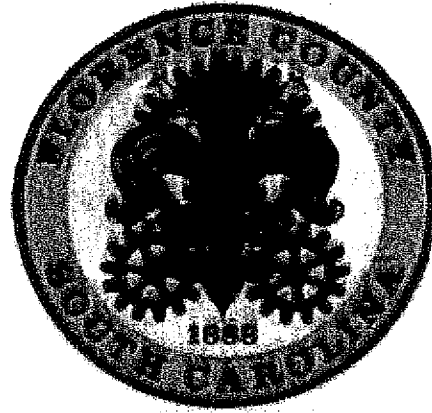
The Chairman asked Mr. Robinson to get a definitive clarification on the Proviso in effect regarding the level of funding that can be cut on the local government level to those agencies/offices mandated by the State. Councilman Kirby expressed concerns that the County was becoming a taxing agency for the State.

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

COUNCIL MEETING ADJOURNED AT 4:33 P.M.

**H. MORRIS ANDERSON
SECRETARY-CHAPLAIN**

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



FLORENCE COUNTY

FY 2012/13

Budget Overview

The proposed total County budget is \$72,991,645, with the General fund comprising \$49,926,330 of this amount. For the most part, it is a maintenance of effort budget.

**Budget Summary
All Funds
FY2012 - FY2013**

	FY2012	FY2013	Difference
General Fund	\$ 48,229,641	\$ 49,926,330	\$1,696,689
Debt Service Fund	3,817,770	3,723,817	(93,953)
Special Revenue Funds	14,613,587	14,723,968	110,381
Enterprise Funds	4,568,122	4,617,530	49,408
Total	<u>\$ 71,229,120</u>	<u>\$ 72,991,645</u>	<u>\$1,762,525</u>

At the March 22, 2012 County Council Retreat, a majority of the Council expressed a strong interest in moving forward with the following items:

- Hire an architect to begin planning and preliminary design for a new courthouse,
- Renew the Capital Project Sales Tax to fund the new courthouse and other capital needs in the County,
- Provide a Cost-of-Living Adjustment (COLA) for employees since it has been over three years since the last increase,
- Develop a Wellness Program for county employees to improve employee health and to help hold down health care costs,
- Look for ways to improve efficiency and effectiveness of county programs and services, including areas for possible reduction,
- Educate and inform the public about county services and needs,
- Work with volunteer Fire and Rescue Services to examine the need to supplement the declining number of volunteers and provide sufficient revenue to cover basic fire and rescue operation and capital needs, and
- Work with Magistrates, Sheriff and others to reduce littering in the county.

Additionally the County will:

- Continue to monitor the planning, design and construction of the Florence County Forward road projects, and
- Monitor the construction and plan for the opening of the new regional Museum in downtown Florence.

These objectives have been incorporated into the budget and County work program for FY 2012-2013.

All County Departments and Agencies have sustained 1%, 2% and 3% across the Board reductions for the past three years help to deal with the Great Recession and State withholding of funds needed to cover mandated State programs administered at local level.

State programs mandated to be funded at the county level include:

Dept. of Health and Environmental Control	Dept. Of Social Services	Clerk of Court
Building Commission	Probation	Probate Court
Family Court	Veterans Affairs	Juvenile Justice
Public Defender	General Sessions Court	Court of Appeals
Medically Indigent Assistance Program	Solicitor	Magistrates

South Carolina law requires 4.5% of State's budget total budget be set aside to cover these State mandated programs. These funds are called Local Government Funds (LGF). The LGF amounts to \$6,179,115 to cover an estimated \$7,334,310 in mandated County expenses.

This past year the South Carolina General Assembly suspended its rules to withhold a major portion of the LGF payments to counties needed to cover these mandated State programs. This loss amounts to \$1,746,784 in withheld LGF funds.

The following chart shows how funding for various functional areas of county government have been decreased to cope with the unfunded State mandates.

MILLAGE RATES FY2007 - FY2012						
	2012	2011	2010	2009	2008	2007
General County	17.1	17.0	18.3	20.9	21.8	21.8
Sheriff/Jail	30.8	30.6	31.2	31.5	31.5	31.5
Emergency Management	5.7	5.6	5.7	5.8	5.8	5.8
County Library	7.7	7.7	7.8	7.9	7.9	7.9
Senior Citizens Center	0.9	0.9	0.9	0.9	0.9	0.9
County Bonds	8.0	9.0	9.0	9.0	9.0	9.0
Unfunded State Mandates	6.7	6.1	4.0	0.9	-	-
Total	76.9	76.9	76.9	76.9	76.9	76.9

Many county department and agency budgets are now stretched too tight and are not sustainable in both operating and capital funds.

I do not believe county residents want the Sheriff's Office, Parks and Recreation, the Library or the Emergency Medical Service budgets to be cut further.

A 4 mill property tax rate increase is proposed to replace a portion of the withheld State funds and alleviate the unsustainable operating and capital funding in county departments and agencies.

This 4 mill increase provides:

A 2% employee Cost of Living raise	\$560,000
10 Additional Vehicles for the Sheriff's Office	250,000
IT Equipment	200,000
2 Vehicles for Constables	50,000
Wellness Program/PIO/Website	100,000
Sustainable Capital Budget Items	289,000
Sustainable Operating Budget Reserve	248,000

If the Legislature fully funds the Local Government Fund in FY 2012/13 State Budget, this mill increase will be unnecessary.

In addition to the millage increase, a \$1.00 increase in the solid waste household fee, to \$77.85, is included in order to fund the anticipated CPI increase in the Waste Management contracts.

The General Fund currently subsidizes the Solid Waste Fund in the amount of \$990,020, which represents 24% of the revenue of the Solid Waste Fund. If this subsidy were eliminated entirely, the 4.0 mill increase above could be reduced to 1.7 mills, but the solid waste household fee would have to increase to \$103.25.

One other option, (although not a good option) remains instead of the proposed millage increase. In order to cover the currently anticipated FY2013 LGF funding shortfall of \$1,746,784, the FY2012 budget of the following state mandated functions could be cut by 24.5% - Clerk of Court, Solicitor, Probate Judge, Public Defender, Magistrates, Veterans Affairs, DHEC, MIAP, and DSS. This budget cut would have to be made in the FY2012 year-end budget amendment in order to be able to carry this over into FY2013, since the Legislature has taken away the flexibility to make this cut in the FY2013 budget.

FLORENCE COUNTY COUNCIL

May 17, 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. 26-2011/12

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

B. ORDINANCE NO. 01-2012/13

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.

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

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

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

The Timmons ville High School Varsity Girls Basketball Team Will Be Present To Receive A Resolution Of Recognition For The 2012 Class A State Champions The Timmons ville High School Varsity Girls Basketball Team And Coaches, As Approved At Council's Regular Meeting Of April 19, 2012.

ATTACHMENT:

Copy of the 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

May 17, 2012

AGENDA ITEM: Appearances Before Council
William K. & Elizabeth M. McCallister

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. & Mrs. McCallister Request To Appear Before Council To Discuss The Matter Of Paving Moulds Road.

ATTACHMENT:

A Copy of the Request To Appear.

Connie Haselden

From: Kelly McCallister <kelly.mccallister@yahnis.com>
Sent: Wednesday, May 02, 2012 11:25 AM
To: ClerkToCouncil
Cc: mcallbk@ftc-i.net
Subject: Agenda Request for May 17, 2012 meeting (Second Request)

To the Chair of County Council:

This email will serve as our written request to appear before Florence County Council at the Thursday, May 17, 2012 meeting.

Please place the matter of paving Moulds Road on the upcoming meeting agenda. Please confirm when on the agenda.

Should you have questions regarding this request, please contact us via email or at 244-1444.

Thank you,
William K.
& Elizabeth M. McCallister
923 Moulds Road
Lake City, SC

This email and any files transmitted with it are confidential and intended solely for the individual (s) or the entity to which they are addressed. It may also be privileged or otherwise protected by Work Product Immunity or other legal rules. If you received this email in error please notify sender via reply email and delete the material from your computer.

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Resolution #25-2011/12

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

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

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 a multi-jurisdictional agreement with City of Florence Police Department.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 25-2011/12.
2. Provide an alternate directive.

ATTACHEMENTS:

1. Resolution No. 25-2011/12.
2. City of Florence Police Department Multi-jurisdictional agreement.

Sponsor(s) : Sheriff's Office
Adopted: : May 17, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 25-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

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 a multi-jurisdictional agreement with City of Florence Police Department and authorizes the County Administrator to execute said agreement.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

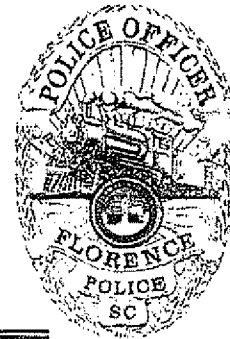
K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:
OPPOSED:
ABSENT:



City of Florence, South Carolina
Police Department

City-County Complex, JJ
180 N. Irby Street
Florence, South Carolina 29501-3456
Administration: (843) 676-8800
FAX: (843) 679-5677
24-Hour Non-Emergency Calls: (843) 665-3191



April 17, 2012

Sheriff William Kenney Boone
Florence County Sheriff's Department
6719 Friendfield road
Effingham, SC 29541

RE: Inter-Agency Law Enforcement Cooperation Agreement
City of Florence and Florence County

Dear Sheriff Boone:

As you are probably aware, the South Carolina Supreme Court issued its decision entitled *State v. Robert A. Boswell*, Opinion No. 26941, last year. We believe this opinion provides new detailed guidance regarding our ability to enter into mutual aid and inter-agency cooperation agreements. In particular, the Court specified certain legal requirements for such agreements.

In an effort to continue our long time cooperation between our jurisdictions, we have prepared a new Agreement for the consideration of all of our cooperating neighbors. Since *State v. Robert A. Boswell* made it clear that these agreements must be approved by our respective governing bodies, we have attached a Resolution that we intend to have passed by Florence City Council specifically approving these agreements. We believe you would need similar approval from your Council.

Enclosed are two signed copies of the agreement. Please sign both copies and return one to us in the envelope provided. We will send you a copy of the resolution signed by Florence City Council. Please send us a copy of the resolution signed by your governing body.

If you have any questions, please feel free to call me anytime.

With kind regards,

Yours very truly,

Anson Shells
Chief of Police

A-155

STATE OF SOUTH CAROLINA) INTER-AGENCY LAW ENFORCEMENT
) COOPERATION AGREEMENT
COUNTY OF FLORENCE)

This agreement is made and entered into this 7th day of April, 2012, by and between Florence County Sheriff's Department and the Florence Police Department.

WHEREAS, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance and mutual cooperation in the rendering of law enforcement and public safety functions by the mutual cooperative efforts and 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 fully cooperating with each other in law enforcement and public safety efforts 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 investigations;

WHEREAS, South Carolina Code Ann. § 23-20-10, *et seq.* provides for agreements between multiple law enforcement jurisdictions for the purpose of promoting public safety;

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 Department and Florence Police Department are each requesting assistance and cooperation for law enforcement and public safety activities to include the temporary transfer of deputies and officers 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 set out below.

1. SCOPE OF SERVICES

It is agreed that each law enforcement agency parties agree to cooperate fully with and to provide assistance to one another upon request under the following circumstances:

- a. Each party shall, upon request, assign officers, deputies, and/or agents hereinafter jointly referred to as "officers") on a temporary basis to assist the other jurisdiction in law enforcement, public safety, and interdiction efforts brought about by emergency situations, manpower shortages, riot or disorder, natural disaster, mass processing of arrests, transportation of prisoner needs, and operating temporary detention centers. The party requesting assistance hereunder shall be referred to herein as the "initiating party," and the party responding to the request shall be referred to as the "responding party".
- b. In the event an ongoing investigation or law enforcement activity leads one party (hereinafter referred to as the "initiating party") to believe that expansion of the investigation or law enforcement activity into the other party's jurisdiction (hereinafter referred to as the "responding party") is reasonably necessary in order to properly continue the law enforcement activity or investigation, then initiating party shall, before initiating activity within the jurisdiction of the responding party, request permission for specified officers or deputies to engage in activities in the responding party's jurisdiction with the assistance of assigned officers or deputies from the responding party. If reasonably possible, the responding party agrees to assign officer(s) or deputies to assist in the activity as a liaison officer, to permit said

activity to be conducted, and to cooperate in said activity. In the event that the responding party is unable to provide assistance in the form of an officer participating in the investigative or law enforcement activity due to a temporary manpower shortage or manpower demands of other law enforcement activities, then the responding party will notify the initiating party of that inability and request that the initiating party provide the officers to carry out the investigation or law enforcement activity needed. In such a situation, the officers or deputies from the initiating party shall be deemed to be assigned to the responding party for the purpose of continuing the investigation or activity.

- c. This agreement does not, and is not intended to, address or in any way alter the authority and actions of officers or deputies involved in activities governed by Sections 17-13-40 and 17-13-45 of the South Carolina Code of Laws.
- d. It is agreed and understood that the primary responsibility of each of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. As a result, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to the extent to which it can provide the requested assistance.

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 either party hereto 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.

It is specifically agreed and recognized, however, that 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. RECORDS, COMMAND AND CONTROL

- a. The initiating party shall be responsible for maintaining the primary case file or record of activities, and the responding party shall maintain records regarding the activities of their individual officers in accordance with their normal practice (this would include the possible use of witness statements and/or incident reports).
- b. Whenever an officer is carrying out law enforcement or public safety activity in a location outside the officer's normal geographical jurisdiction under this agreement, said officer shall be subject to the direction of the law enforcement agency for the geographical jurisdiction in which the activity is taking place.

5. COSTS

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

6. 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.

7. INSURANCE

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

8. 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 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 set out 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.

9. 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.

10. TERMINATION AND RIGHT TO RESCIND

This 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 party.

11. 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.

12. 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. In the event that the responding party to such a request is unable to provide assistance in the form of an officer participating in the investigative or law enforcement activity, then the responding party will notify the initiating party of that inability. In such a situation, the officers or deputies making the request shall be deemed to be assigned to the responding party for the purpose of continuing the investigation. This is in no way intended to limit an officer acting in his original jurisdiction.

13. 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.

14. 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.

15. 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.

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

Sheriff Kenney Boone
Florence County Sheriff's Department

Chief Anson Shells
Florence Police Department

Witness

Angela Watson
Witness

THOMAS B. ROBINSON
COUNTY ADMINISTRATOR

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Resolution No. 26-2011/12

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A Resolution Authorizing The Submission Of An Application By Florence County To The Drs. Bruce and Lee Foundation In The Amount Of \$2,500,000 For The Design And Development Of The Lake City Park Project And Approve A Memorandum Of Understanding With The City Of Lake City Concerning Said Park.

POINTS TO CONSIDER:

1. Drs. Bruce and Lee Foundation has formally approved funding in the amount of \$2,500,000 for the design and development of a recreation park in the City of Lake City.
2. The Foundation desires for the County of Florence to assist the City of Lake City with the design and development of said park.
3. The properties required for the development of the park will be deeded to the County by the City of Lake City and other property owners.
4. The County must enter into a Memorandum of Understanding concerning the development and operation of the park with the City of Lake City.
5. The total project cost is estimated to be \$2,500,000 and no matching funds by the County are required.

OPTIONS:

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

ATTACHMENTS:

1. Resolution No.26-2011/12.
2. Proposed Memorandum of Understanding.

Sponsor(s)/Department : County Council
Adopted: : May 17, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 26-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(A Resolution Authorizing The Submission Of An Application By Florence County To The Drs. Bruce and Lee Foundation In The Amount Of \$2,500,000 For The Design And Development Of The Lake City Park Project And Approve A Memorandum Of Understanding With The City Of Lake City Concerning Said Park.)

WHEREAS:

1. Drs. Bruce and Lee Foundation has formally approved funding in the amount of \$2,500,000 for the design and development of a recreation park in the City of Lake City; and
2. The Foundation desires for the County of Florence to assist the City of Lake City with the design and development of said park; and
3. The properties required for the development of the park will be deeded to the County by the City of Lake City and other property owners; and
4. The County must enter into a Memorandum of Understanding concerning the development and operation of the park with the City of Lake City; and
5. The total project cost is estimated to be \$2,500,000 and no matching funds by the County are required.

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

1. Florence County is authorized to submit an application to the Drs. Bruce and Lee Foundation for grant funding in the amount of \$2,500,000 to provide for the design and development of a recreation park in the City of Lake City.
2. Florence County is authorized to enter into a Memorandum of Understanding with the City of Lake City for the design and development of the recreation park in the City of Lake City.
3. The Council Chairman is authorized to execute all documents related to said application and Memorandum of Understanding.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) establishes an agreement between the City of Lake City (hereinafter City) and Florence County (hereinafter County), and sets forth the mutual undertakings of both parties as it relates to the development of a recreation park in the City of Lake City.

This agreement is effective when signed by an authorized agent for the County and for the City.

Under this MOU, the City will:

1. Deed those parcels to the County which are to be submitted to the DHEC Brownfields program for protection and other properties that are to be developed as part of the park project, excluding "Lions Park".
2. Own, operate and maintain those properties known as "Lions Park".
3. Relocate the existing sewer lines to a location other than under the proposed lake.
4. Agree that any failure to comply with the terms stated herein, shall terminate this Memorandum of Understanding.

Under this MOU, Florence County will:

1. Work jointly with the City of Lake City and Drs. Bruce and Lee Foundation to develop a master plan for the recreation park that is agreeable for all parties.
2. Develop a list of steps and tasks for the project with proper assignment to the responsible party and communicate to all parties involved.
3. Contract with a landscape architect and engineer for the design of the park in consultation with the City of Lake City and Drs. Bruce and Lee Foundation.
4. Accept grant funding for the development of the park from the Drs. Bruce and Lee Foundation and comply with all grant terms of said funding.
5. Pursue other grant funding as additional funding for the project.
6. Submit an application to SCDHEC's Brownfield program for voluntary clean-up of those properties which may present a future liability and receive DHEC approval prior to accepting the deed for the properties from the City of Lake City.
7. Secure deeds for additional properties that are required for the development of the park from the donors in coordination with Drs. Bruce and Lee Foundation and the City of Lake City.
8. Procure construction services related to the development of the park in accordance with County Procurement Code.
9. Choose firms who have been pre-qualified for their expertise with this type of project for the design, permitting and construction.
10. Upon completion of the park, operate and maintain the park with the exception of the portion known as "Lions Park".
11. County will proceed with the park development contingent upon any cost not fully covered by Bruce and Lee Foundation and other grant funding being acceptable to the County.

City of Lake City

Date

Florence County

Date

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Third Reading - Ordinance No. 21-2011/12 (Deferral)

DEPARTMENT: Procurement

ISSUE UNDER CONSIDERATION:

Request Deferral Of Third Reading of 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.

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)* Defer Third 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:

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

OPPOSED:
 ABSENT:



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.

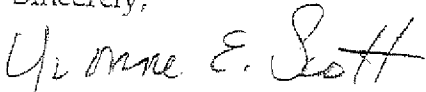
FCSD3 makes every effort to assist families within the FCSD3 attendance zones who are experiencing hardship due to circumstances beyond their control. Many of our families are homeless due to economic circumstances or as a result of losing their home in a fire. As the winter approaches, families are 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".

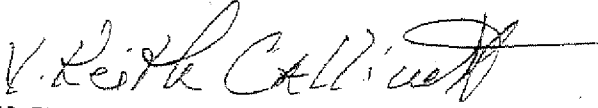
Your immediate attention and consideration to our request is greatly needed and appreciated. Thank you in advance. You may contact me at (843) 374-8652 or yvonne.scott@florence3.k12.sc.us, if you have questions or concerns.

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 (\$.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

DRAFT

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Third 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 Third 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 : May 17, 2012
 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(I) 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

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

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

FEE AGREEMENT

AMONG

FLORENCE COUNTY, SOUTH CAROLINA

XEL FLORENCE, L.P.

AND

MED3000, INC.

DATED
EFFECTIVE AS OF

_____, 2012

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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. 22-2011/12 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. 22-2011/12 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. 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 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 Fee 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 one Party and thereafter waived by another Party, 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.

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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.7~

DRAFT

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Ordinance No. 23-2011/12
Third Reading

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 Third 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 : May 17, 2012
 Effective Date : Immediately

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, 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.

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:

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

Thursday, May 17, 2012

AGENDA ITEM: Ordinance No. 25-2011/12
Second Reading

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	: May 17, 2012	
Third Reading	: June 21, 2012	
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
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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.



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

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

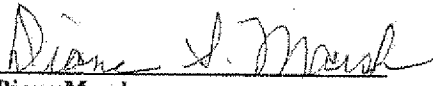
WHEREAS, prior to July 1, 2008 manufactured homes were not allowed within the corporate limits, and

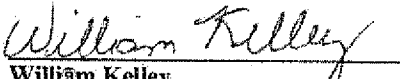
WHEREAS, the City wishes to protect property values in the residential zoned areas of the city limits, and

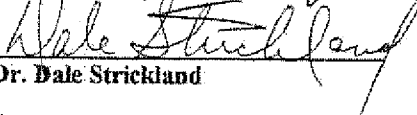
WHEREAS, it is the responsibility of City Council to improve and preserve the current areas of the City designated for residential use,

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.

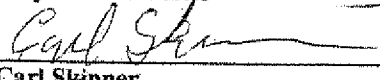

Diane Marsh


William Kelley


Dr. Dale Strickland

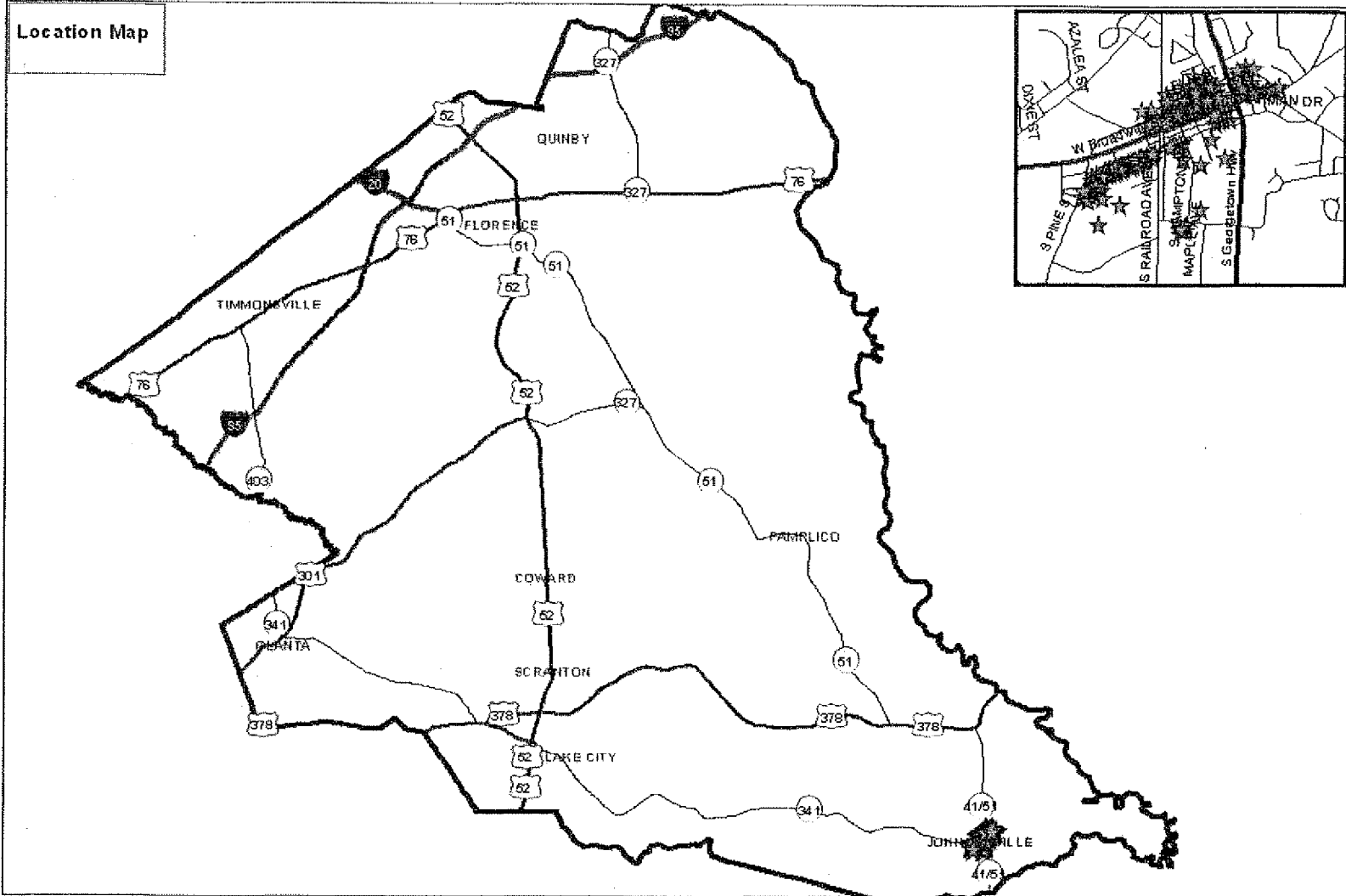

Cindy Powell/Clerk/Attest


Mayor Steve Dukos


Carl Skinner


Johnny Hannah


David Eaddy

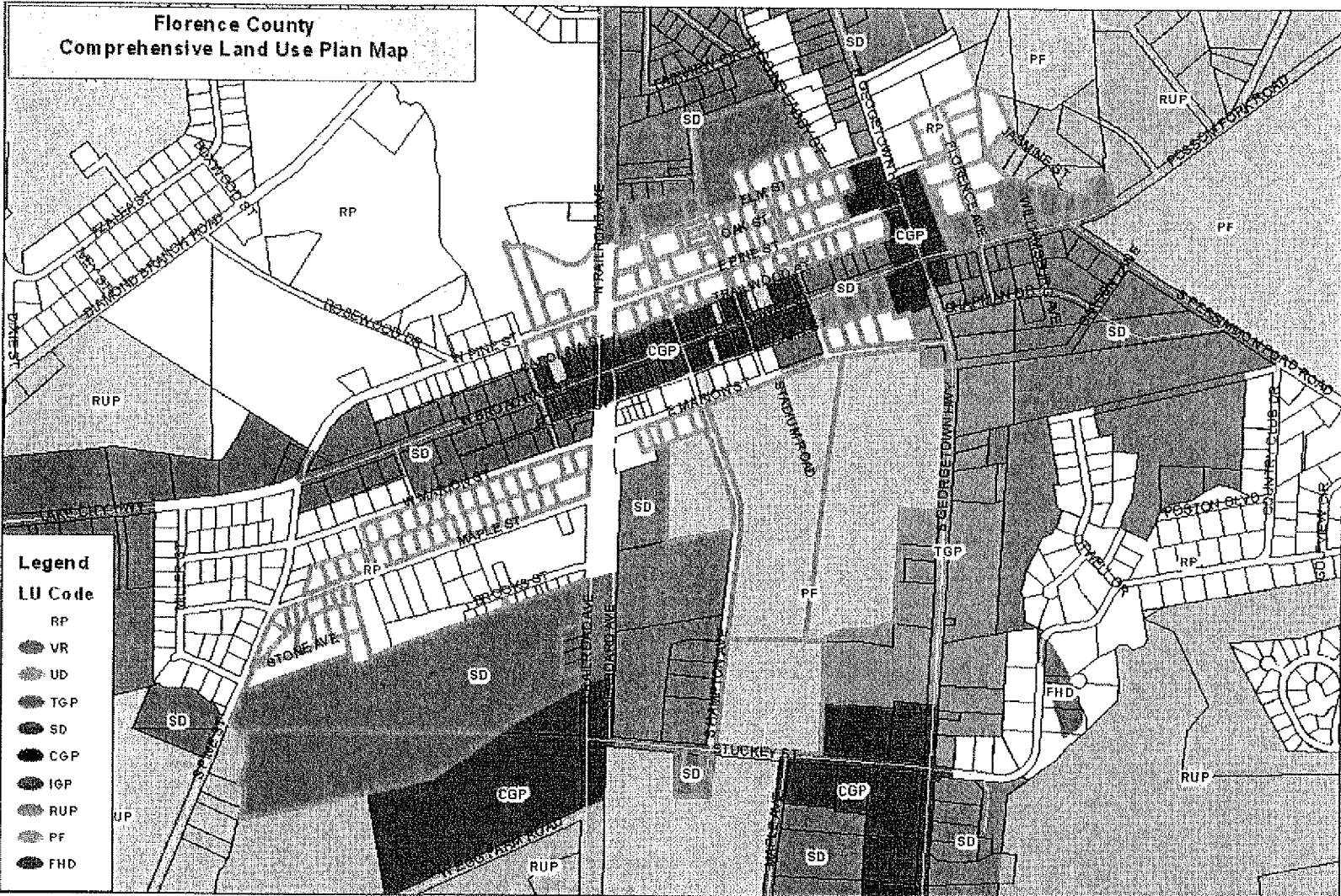


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Map Prepared by: RWE
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 & Building Inspections Department
 Geographic Information Systems
 03/12/2012



COUNTY COUNCIL DISTRICT(S): 2
PC#2012-01





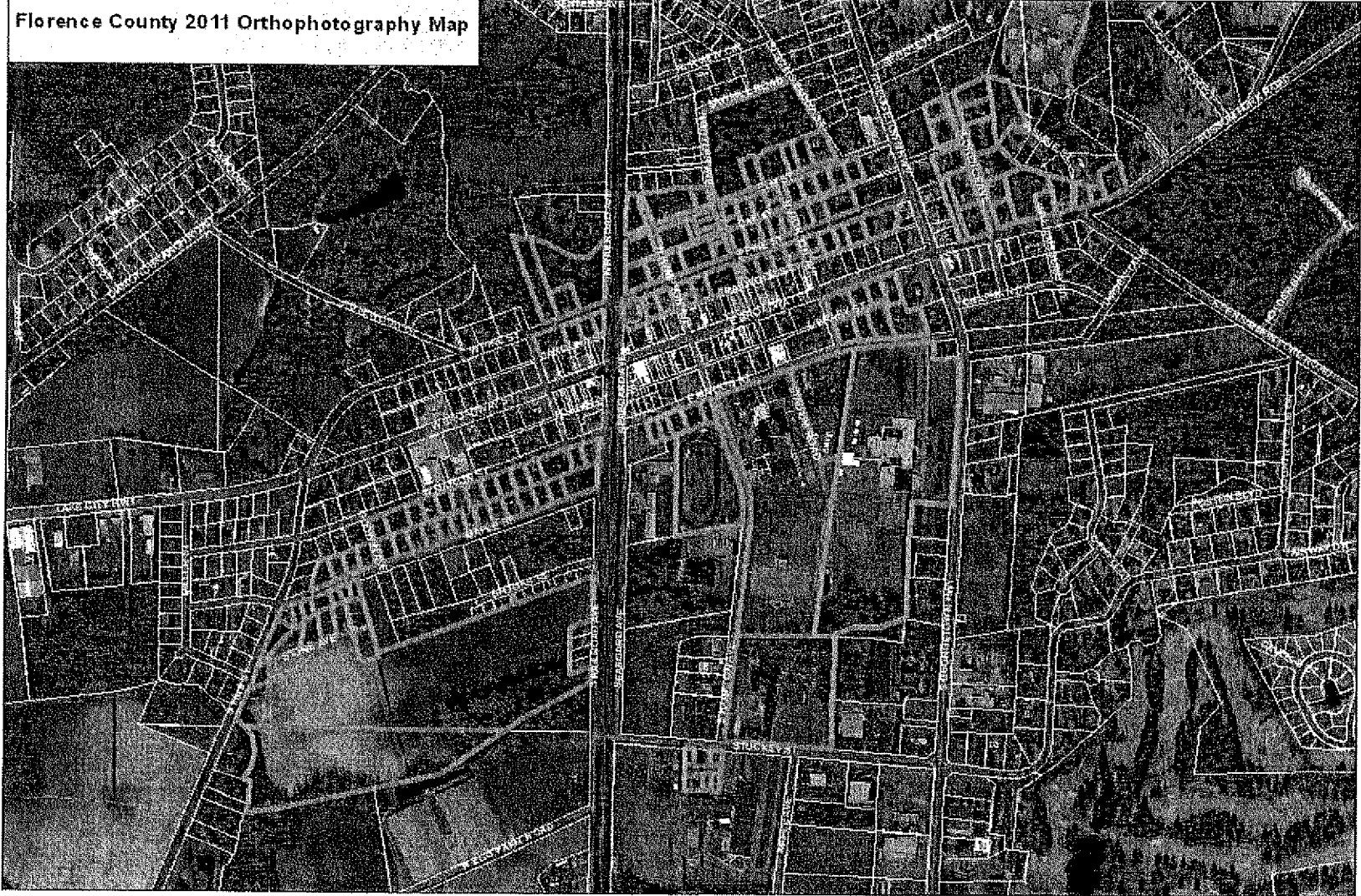
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 & Building Inspections Department
 Geographic Information Systems
 03/12/2012



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 HELON 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	HUGGINS 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 EADY ST	JOHNSONVILLE	SC29555	50006	6	6	0.172167	15741	510
50006-06-007	ABRAMS THALMER		297 E LAWRIMORE RD	HEMINGWAY	SC29554	50006	6	7	0.17216	0	510
50006-06-008	ABRAMS THALMER		297 E LAWRIMORE 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	EADY 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	0.241172	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

May 17, 2012

AGENDA ITEM: Second Reading 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 and anticipated reimbursement from the State of South Carolina for the June 12th primary and June 26th runoff elections requires an additional appropriation of \$80,000 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.
6. At its special called meeting on May 3, 2012, Florence County Council awarded the construction contract bid for the new Florence County Museum and directed the transfer of \$750,000 for additional costs associated with this project from the Local Hospitality Tax Fund to the Museum Capital Project Fund.

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 \$111,385 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.
6. The transfer for the \$750,000 in addition costs for the Florence County Museum is being funded from the Local Hospitality Fund fund balance.

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 26-2011/12.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance No. 26-2011/12

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. 26-2011/12

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

- 5) Based on anticipated costs on the June 12th primary and the anticipated June 26th runoff elections and the anticipated reimbursement from the State of South Carolina of a majority of these costs, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-341-335-085-0000	\$ 80,000
Expenditures	10-411-410-200-8952	\$ 80,000

b. LOCAL HOSPITALITY TAX FUND (FUND #124) AND MUSEUM CAPITAL PROJECT FUND (FUND #316)

Based on action taken by Florence County Council at its May 3, 2012 Special Called Meeting awarding the construction contract bid for the new Florence County Museum and associated additional funding required for this project, Florence County Council hereby directs the following transfer of funds between the Local Hospitality Tax Fund and the Museum Capital Project Fund as follows:

Operating Transfer In	316-371-391-113-0000	\$ 750,000
Operating Transfer Out	124-371-391-113-0000	(\$ 750,000)

c. 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	\$ 20,233
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
SCCCED – 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 – Pee Dee 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
Library – SCSL – Summer Reading	4394	\$ 1,000
EMD – SLED – 8SHSP71	4395	\$ 90,002
SLED – 11SHSP65	4396	\$ 14,000
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
Thursday, May 17, 2012

AGENDA ITEM: Ordinance No. 27-2011/12
Second Reading - Deferral

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Properties Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

ATTACHMENTS:

1. Ordinance No. 27-2011/12 (title only)

Sponsor(s)	:	Planning Commission	I. _____
Planning Commission Consideration	:		Council Clerk, certify that
Planning Commission Public Hearing	:		this Ordinance was
Planning Commission Action	:		advertised for Public Hearing
First Reading/Introduction	:	May 3, 2012	on _____
Committee Referral	:	N/A	
County Council Public Hearing	:	N/A	
Second Reading	:		
Third Reading	:		
Effective Date	:	Immediately	

ORDINANCE NO. 27-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Located On Pisgah Road, Enterprise Drive, Florence Park Drive, Mechanicsville Road, Prosperity Way, Range Way, Success Way And Cecil Road, Florence, SC, As Shown On Florence County Tax Map No. 00120, Block 01, Parcels 001-003, 022, 025, 034, 039-040, 052, 058-059, 061-063, 065, 073, 075, 077-082, 085-086, 088-090, 092-093; Florence County Tax Map No. 00145, Block 01, Parcels 076-077, 085-089, 093, 095, 100, 103-104; Consisting Of 773.14 Acres To B-6, Industrial District, Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

DRAFT

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Second Reading 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 was provided at the April 19, 2012 regular 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 22nd 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. 1-2012/13 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)* Approve Second Reading of Ordinance No. 01-2012/13.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Proposed 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-Timmonsville 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	\$50,076,330
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*	\$ 1,515,000
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.

e. Participation Fee for County Recreation Soccer Program: The annual participation fee for the County Recreation soccer program is hereby increased to \$40, 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:

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

May 17, 2012

AGENDA ITEM: Introduction of Ordinance No. 28-2011/12

DEPARTMENT: Administration
Finance

ISSUE UNDER CONSIDERATION:

(An Ordinance To Provide For The Issuance And Sale Of A Not Exceeding Nine Hundred Twenty-Five Thousand Dollar (\$925,000) General Obligation Refunding And Improvement Bond Of Florence County, South Carolina (Johnsonville Rural Fire District), To Prescribe The Purposes For Which The Proceeds Of Said Bond Shall Be Expended, To Provide For The Payment Of Said Bond, And Other Matters Relating Thereto.)

POINTS TO CONSIDER:

1. Ordinance No. 28-2011/12 provides for the issuance of a general obligation bond for Johnsonville Rural Fire District.
2. The proceeds of the bond will be used to refund the approximately \$155,000 remaining portion of the Series 2000 general obligation bond issued for Johnsonville Rural Fire District and to purchase additional fire trucks and fire-fighting equipment, and for repairs and upgrades to existing equipment and facilities.
3. These repairs and upgrades are essential to maintaining the District's ISO rating of 4.

FUNDING FACTORS:

1. This general obligation bond will be repaid by a property tax levied solely within Johnsonville Rural Fire District.
2. The existing debt service millage for Johnsonville Rural Fire District is 7.4 mills. This bond will require a debt service millage of approximately 13.7 mills, resulting in an increase of 6.3 mills.

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 28-2011/2012.
2. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 28-2011/2012
2. Correspondence from Vernon Tanner, Chairman of Johnsonville Rural Fire District, dated April 5, 2012

Sponsor(s)	: County Council	
First Reading	: May 17, 2012	I, _____,
Committee Referral	: N/A	Council Clerk, certify that this
Committee Consideration Date	: N/A	Ordinance was advertised for
Committee Recommendation	: N/A	Public Hearing on _____.
Second Reading	:	
Public Hearing	:	
Third Reading	:	
Effective Date	:	

ORDINANCE NO. 28-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING NINE HUNDRED TWENTY-FIVE THOUSAND DOLLAR (\$925,000) GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND OF FLORENCE COUNTY, SOUTH CAROLINA (JOHNSONVILLE RURAL FIRE DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO.

DRAFT

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EXHIBIT A – NOTICE OF PUBLIC HEARING
EXHIBIT B – FORM OF BOND
EXHIBIT C – NOTICE OF PRIVATE SALE

BE IT ORDAINED BY THE GOVERNING BODY OF FLORENCE COUNTY, THE FLORENCE COUNTY COUNCIL, IN COUNCIL ASSEMBLED, AS FOLLOWS:

ARTICLE I

FINDINGS OF FACT

Section 1.01 Findings.

As an incident to the adoption of this Ordinance, the Florence County Council (the "Council"), the governing body of Florence County, South Carolina (the "County"), finds that the facts set forth in this Article exist and the statements made with respect thereto are in all respects true and correct:

1. Pursuant to the authorizations contained in Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the County, acting by and through the Council, created the Johnsonville Rural Fire District by ordinance enacted on December 10, 1981 for the provision of fire service within an unincorporated area of the County designated in the Ordinance. By Ordinance No. 18-2010/11, adopted April 21, 2011 (the "Enabling Ordinance"), the Council reestablished and created a fire protection district known as the Johnsonville Rural Fire District, which is comprised of certain unincorporated areas of the County (the "District"), as a special tax fire district under Section 4-19-10, et seq. of the Code.

2. Pursuant to the Enabling Ordinance, the District was created in order to provide fire protection within the District and to provide a means for the financing of improvements to the District.

3. On June 21, 2000, the County issued its \$500,000 original principal amount General Obligation Bond, Series 2000A (the "2000A Bond"), to provide funds to purchase additional fire trucks and fire fighting equipment. The 2000A Bond is outstanding in the principal amount of approximately \$155,000 and is subject to redemption at any time without penalty upon thirty (30) days notice to the registered holder of the 2000A Bond.

4. After due investigation, the Council has determined that in order to carry out the purposes of the Enabling Ordinance, and to provide adequate fire protection within the District it is necessary (i) to repair and upgrade existing equipment and facilities (the "Improvements"); and (ii) to refund the 2000A Bond (the "Refunding"). It is presently estimated that the cost of the Improvements, the cost of the Refunding, and the cost of issuance of a general obligation refunding and improvement Bond issued to finance such Equipment will be approximately \$925,000. The Council is minded to issue a General Obligation Refunding and Improvement Bond of the County (the "Bond") in an amount not to exceed \$925,000 to finance the cost of the Improvements, the cost of the Refunding, and the cost of issuance of such Bond.

Section 1.02 Statutory Authorization

Section 4-19-50 of the Code authorizes the County to issue general obligation bonds to establish, maintain and operate fire protection districts and to construct, acquire and build necessary fire stations within such districts and to acquire sites for such stations.

Sections 11-15-410 through 11-15-600, inclusive, of the Code, and as amended and supplemented by Act No. 113 of the Acts and Joint Ordinances of 1999 of the General Assembly of South Carolina, the County is authorized to issue general obligation bonds, the proceeds of which are used to refund outstanding bonds of the County.

Pursuant to Section 11-27-40(4), Code of Laws of South Carolina, as amended, a general obligation bond of the County may be sold at private sale and without advertisement therefore if such bond matures not more than ten years from its date of issuance and the principal amount of the bond does not exceed \$1,500,000. The Council finds that the bond authorized by this Ordinance may be lawfully sold at private sale pursuant to the provisions of Section 11-27-40(4), provided that it is issued with a maturity of not in excess of ten years.

Section 1.03 Recital of Applicable Constitutional Provisions.

Pursuant to the provisions of paragraph (7) of Section 14 of Article X of the South Carolina Constitution, the County is authorized to issue general obligation debt which is incurred pursuant to and within the limitations described by Section 12 of Article X. In accordance with the provisions of Section 12 of Article X and pursuant to the provisions of this Ordinance, the Council shall impose upon all taxable property within the District an ad valorem tax in an amount designed to provide debt service on the Bond authorized hereby. Further, pursuant to the provisions of Section 12 and paragraph (7) of §14 of Article X, debt incurred in this manner is not to be considered in computing the general obligation debt limit of the County.

Section 1.04 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth as Exhibit A attached hereto.

Section 1.05 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures of the proceeds of the Bond authorized hereby will be made, and it has been ascertained that all of the money received from the proceeds of the Bond will be expended within the limitations imposed by Section 148(c) of the Internal Revenue Code of 1986, as amended, so that the Council will be able to certify upon reasonable grounds that the Bond is not an "arbitrage Bond" within the meaning of Section 148(c) of the Internal Revenue Code of 1986, as amended.

* * *

ARTICLE II

DEFINITIONS AND AUTHORITY

Section 2.01 Definitions.

As used in this Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Authorized Investments” means any securities which are authorized legal investments for political subdivisions pursuant to the Code of Laws of South Carolina.

“Authorized Officer” means the Chairman, or the Vice-Chairman of the Council and any other officer or employee of the Council designated from time to time as an Authorized Officer by resolution of the Council, and when used with reference to any act or document also means any other person authorized by resolution of the Council to perform such act or sign such document.

“Bond” means the Bond issued in accordance with the provisions of this Ordinance.

“Bondholder” or “Holder” or “Holder of Bond” or “Owner” or similar term means, when used with respect to the Bond means any person who shall be registered as the owner of the Bond outstanding.

“Bond Payment” means the annual payments of principal of and interest on the Bond.

“Bond Payment Date” means each date on which the Bond Payment shall be payable.

“Council” means the Florence County Council, South Carolina, the governing body of said County or any successor governing body of said County.

“County” means Florence County, South Carolina.

“District” means the Johnsonville Rural Fire District.

“Enabling Act” means Chapter 19, Title 4, Code of Laws of South Carolina, 1976, as amended and supplemented by Act No. 113 of the 1999 Acts of the South Carolina General Assembly.

“Government Obligations” means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

“Holder” means the registered owner, from time to time, of the Bond as shown on the registration books of the County maintained by the Registrar.

“Ordinance” shall mean this ordinance of County Council authorizing the issuance of the Bond.

“Outstanding”, when used in this Ordinance with respect to the Bond, means as of any date, the Bond theretofore delivered pursuant to this Ordinance except:

- (a) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(b) any Bond deemed to have been paid in accordance with the provisions of Section 7.01 hereof and;

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of this Ordinance.

“Paying Agent” means the County, acting through its Treasurer.

“Person” means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

“Record Date” means the 15th day immediately preceding each Bond Payment Date.

“Registrar” means the County.

Section 2.02 Construction.

In this Ordinance, unless the context otherwise requires:

1. Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Ordinance.
2. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms refer to this Ordinance, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of adoption of this Ordinance.
3. Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.
4. Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

* * *

ARTICLE III

ISSUANCE OF BOND

Section 3.01 Ordering the Issuance of the Bond.

Pursuant to the provisions of the Enabling Act, and for the purpose of obtaining funds to defray the costs of the Improvements, the Refunding, and costs of issuance of the Bond described in Section 1.01 hereof, there shall be issued a not exceeding Nine Hundred Thousand Dollars (\$925,000) General Obligation Refunding and Improvement Bond of the County, designated General Obligation Refunding and Improvement Bond, Series 2012, of Florence County, South Carolina (Johnsonville Rural Fire District). The County Administrator of the County (the "County Administrator") is hereby authorized, in consultation with the District and the Finance Director of the County (the "County Finance Director"), to determine the exact principal amount of the issue authorized hereby based upon the cost of the Improvements described in Section 1.01(4) hereof and the cost of issuance of the Bond.

Section 3.02 Maturity Schedule of Bond.

The Bond shall be dated as of the date of its delivery and shall bear interest from its dated date. The Bond shall be payable by way of ten (10) equal annual installments of principal and interest, each due on the anniversary date of the issuance of the Bond, commencing with the first such anniversary date, until the Bond be paid in full. The County Administrator, in consultation with the County Finance Director, is authorized to determine and designate an alternative schedule for payment of the Principal Installments of the Bond, provided, however, that the final maturity of principal on the bond shall be due not more than ten (10) years from the date of issuance of the Bond.

Section 3.03 Medium of Payment; Form and Denomination of Bond; Place of Payment of Principal.

(a) The Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bond shall be issued in the form of one (1) fully registered bond.

(c) The County, acting through its Treasurer, shall serve as Paying Agent for the Bond, and the Bond Payments shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the County, which books shall be held by the County as Registrar as provided in Section 3.06 hereof, as the registered owner thereof, by check or draft mailed to such registered owner at his address as it appears on such registration books in sufficient time to reach such registered owner on the Bond Payment Dates. Payment of the final Bond Payment shall be made when the same is due and payable upon the presentation and surrender for cancellation of the Bond.

Section 3.04 Execution and Authentication.

(a) The Bond shall be executed in the name and on behalf of the County by the manual signature of an Authorized Officer or Officers, with its corporate seal impressed, imprinted or otherwise reproduced thereon, and attested by the manual signature of its Secretary or other Authorized Officer (other than the officer or officers executing the Bond). The Bond may bear the manual signature of any person who shall have been such an Authorized Officer authorized to sign the Bond at the time such Bond was so executed, and shall bind the County notwithstanding the fact that his or her authorization may have ceased prior to the authentication and delivery of the Bond.

(b) The Bond shall not be valid or obligatory for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on the Bond a certificate of authentication in the form set forth in this Ordinance, duly executed by the manual signature of the Registrar, and such certificate of authentication upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Resolution.

Section 3.05 Exchange of the Bond.

The Bond, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for a new Bond of the same interest rate and maturity. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the exchange of the Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.06 Transferability and Registry.

The Bond shall at all times, when the same is Outstanding, be payable to a Person, and shall be transferable only in accordance with the provisions for registration and transfer contained in this Ordinance and in the Bond. So long as the Bond remains Outstanding, the County, as Registrar, shall maintain and keep, at its administrative office, books for the registration and transfer of the Bond, and, upon presentation thereof for such purpose at such office, the County shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, such Bond. So long as the Bond remains Outstanding, the County shall make all necessary provisions to permit the transfer of such Bond at its administrative office.

Section 3.07 Transfer of the Bond.

The Bond shall be transferable only upon the books of the Registrar, upon presentation and surrender thereof by the Holder of the Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of the Bond, the County shall execute, authenticate and deliver, in the name of the Person who is the transferee, a new Bond of the same principal amount and maturity and rate of interest as the surrendered Bond. Such new Bond shall reflect the principal amount thereof as then yet unpaid.

Section 3.08 Regulations with Respect to Exchanges and Transfers.

The Bond surrendered in any exchange or transfer shall forthwith be cancelled by the Registrar. For each such exchange or transfer of the Bond, the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The County shall not be obligated to issue, exchange or transfer the Bond during the 15 days next preceding any (a) Bond Payment Date, or (b) date upon which the Bond will be redeemed.

Section 3.09 Mutilated, Destroyed, Lost and Stolen Bond.

(a) If the Holder surrenders a mutilated Bond to the Registrar or the Registrar receives evidence to its satisfaction of the destruction, loss or theft of the Bond, and there is delivered to the Registrar

such security or indemnity as may be required by it to save it harmless, then, in the absence of notice that the Bond has been acquired by a bona fide purchaser, the County shall execute and deliver, in exchange for the mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor, maturity and interest rate bearing a number unlike that of such mutilated, destroyed, lost or stolen Bond, and shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is to become due for final payment within one year, the County in its discretion may, instead of issuing a new Bond, pay the Bond.

(b) Upon the issuance of any new Bond under this Section 3.09, the County may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the County or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the County, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with the Bond duly issued pursuant to the Resolution.

(d) The Bond shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of the mutilated, destroyed, lost or stolen Bond and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of the mutilated, destroyed, lost or stolen Bond or securities.

Section 3.10 Holder As Owner of Bond.

In its capacity as Registrar, the County may treat the Holder of the Bond as the absolute owner thereof, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Bond Payment on the Bond and for all other purposes, and payment of the Bond Payment shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and the County shall not be affected by any notice to the contrary.

Section 3.11 Cancellation of the Bond.

The Registrar shall destroy the Bond when the same shall be surrendered to it for cancellation. In such event, the Bond shall no longer be deemed Outstanding under this Ordinance and no Bond shall be issued in lieu thereof.

Section 3.12 Payments Due on Saturdays, Sundays and Holidays.

In any case where the Bond Payment Date shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the Bond Payment need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.13 Tax Exemption in South Carolina.

The Bond Payments shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed

for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.14 Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond.

For the payment of principal of and interest on the Bond as the same become due and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged. Pursuant to the provisions of Section 12 of Article X of the Constitution there shall be levied an ad valorem tax upon all taxable property located within the District sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.15 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Florence County, South Carolina, shall be notified of the adoption of this Ordinance and directed to levy and collect annually upon all taxable property within the District ad valorem property taxes in an amount sufficient to pay the principal of and interest on the Bond as the same become due and to create such sinking fund as may be necessary therefor.

Section 3.16 Form of Bond.

The form of the Bond, and registration provisions to be endorsed thereon shall be substantially as set forth in Exhibit B attached hereto and made a part of this Ordinance.

* * *

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ARTICLE IV

REDEMPTION OF BOND

Section 4.01 Redemption of Bond.

The Bond may, at the determination of the County Administrator in consultation with the County Finance Director prior to the delivery of the Bond, be subject to redemption, upon such terms as shall be determined by the County Administrator in consultation with the County Finance Director.

* * *

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ARTICLE V
SALE OF BOND

Section 5.01 Award of Bond.

The County Administrator is hereby authorized to solicit bids for the purchase of the Bond at a price not less than par from at least three (3) financial institutions, and to award the Bond to the financial institution offering to purchase it with the lowest net interest cost. Net interest cost shall consist of the total interest to be paid on the Bond from the date of its delivery until its final maturity, less any cash premium offered therefor.

Section 5.02 Notice of Private Sale.

As required by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, there shall be published in a newspaper of general circulation within the County a notice of private sale, which publication shall take place not less than seven (7) days prior to the delivery of the bond authorized hereby. The form of such notice is attached hereto as Exhibit C.

* * *

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ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bond shall be paid to the Treasurer of Florence County, to be deposited in a separate Bond Account, and shall be expended and made use of by the Council to defray the cost of issuing the Bond and to defray the costs of the Refunding and acquiring the Improvements described in Section 1.01 hereof. Pending the use of Bond proceeds, the same shall be invested and reinvested by the Treasurer of Florence County in Authorized Investments. All earnings from such investments shall be applied, at the direction of the Council, either (1) to defray the cost of the undertakings for which the Bond is issued and if not required for this purpose, then (2) to pay the first maturing installments of interest on the Bond from the proceeds of which such earnings were derived; if any balance remains, it shall be held by the Treasurer of Florence County in a special fund, invested in Government Obligations with a yield not in excess of the yield on such Bond and used to effect the retirement thereof.

Neither the purchaser nor Holder of the Bond shall be liable for the proper application of the proceeds thereof.

Section 6.02 Redemption of Refunded Bonds

The Council hereby irrevocably elects to redeem the 2000A Bond and authorizes the Registrar/Paying Agent with respect to the 2000A Bond to give notice of such redemption in the name of the County.

* * *

ARTICLE VII

DEFEASANCE OF BOND

Section 7.01 Discharge of Ordinance - Where and How the Bond is Deemed to have been paid and Defeased.

If the Bond and the interest thereon shall have been paid and discharged, then the obligations of the County under this Ordinance and all other rights granted hereby shall cease and determine. The Bond shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(1) A third party fiduciary, which shall be any bank, trust company or national banking association which is authorized to provide corporate trust services (the "Fiduciary"), shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of all Bond Payments due thereunder; or

(2) If default in the payment of the Bond Payment due shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time the Fiduciary shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(3) If the County shall elect to provide for the payment of the Bond prior to its stated maturity and shall have deposited with the Fiduciary, in an irrevocable trust, moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Fiduciary at the same time, shall be sufficient to pay when due the Bond Payments due and to become due, together with any redemption premium applicable thereto.

Neither the Government Obligations nor moneys deposited with the Fiduciary pursuant to this Section nor the Bond Payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Payments and redemption premium, if any, on the Bond; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Fiduciary, if not then needed for such purpose, shall to the extent practicable be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Bond Payments and redemption premium, if any, to become due on the Bond on and prior to the Bond Payment Dates thereof, and interest earned from such reinvestments not required for the payment of the Bond Payments and redemption premium, if any, may be paid over to the County, free and clear of any trust, lien or pledge.

* * *

ARTICLE VIII

CERTAIN TAX CONSIDERATIONS

Section 8.01 Covenants to Comply with Requirements of the Code.

The County hereby represents and covenants that it will comply with all requirements of the Code, and that it will not take any action which will, or fail to take any action (including, without limitation, filing the required information reports with the Internal Revenue Service) which failure will, cause interest on the Bond to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of each of the Bond. Without limiting the generality of the foregoing, the County represents and covenants that:

1. All property financed or refinanced with the net proceeds of the Bond will be owned by the County in accordance with the rules governing the ownership of property for federal income tax purposes.

2. The County shall not permit the proceeds of the Bond or any facility financed or refinanced with the proceeds of the Bond to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

3. The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bond that do not conform to the guidelines set forth in Revenue Procedure 97-13.

4. The County will not sell or lease the Improvements or any property provided by the Bond to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bond.

5. The Bond will not be federally guaranteed within the meaning of Section 149(b) of the Code. The County is not a party to any leases or sales or service contracts with any federal government agency with respect to the projects and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bond.

Section 8.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148 of the Code and the Treasury regulations promulgated pursuant thereto. Accordingly, the Council will be able to certify upon reasonable grounds that the Bonds herein provided for are not "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 8.03 Qualified Tax-Exempt Obligation.

The Council reasonably expects that the County and all entities subordinate thereto will not issue tax-exempt obligations in calendar year 2012 in principal amount exceeding \$10,000,000; accordingly, the

County hereby designates the Bond as a “qualified tax exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code.

* * *

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ARTICLE IX
MISCELLANEOUS

Section 9.01 Savings Clause.

If any one or more of the covenants or agreements provided in this Ordinance should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Ordinance.

Section 9.02 Successors.

Whenever in this Ordinance the County is named or referred to, it shall be deemed to include any entity, which may succeed to the principal functions and powers of the County, and all the covenants and agreements contained in this Ordinance or by or on behalf of the County shall bind and inure to the benefit of said successor whether so expressed or not.

Section 9.03 Ordinance to Constitute Contract.

In consideration of the purchase and acceptance of the Bond by those who shall purchase and hold the same from time to time, the provisions of this Ordinance shall be deemed to be and shall constitute a contract between the County and the Holders from time to time of the Bond, and such provisions are covenants and agreements with such Holders which the County hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the County shall be for the benefit, protection, and security of the Holders of the Bond.

Section 9.04 Filing of Copies of Ordinance.

Copies of this Ordinance shall be filed in the offices of the Council, and in the office of the Clerk of Court for Florence County (as a part of the Transcript of Proceedings).

Section 9.05 Continuing Disclosure Covenant.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the County covenants to file with a central repository for availability in the secondary bond market when requested:

- (a) An annual independent audit, within thirty days of the County's receipt of the audit; and
- (b) Event specific information within thirty days of an event adversely affecting more than five percent of revenue or the County's tax base.

The only remedy for failure by the County to comply with the covenant in this Section 9.05 shall be an action for specific performance of this covenant. The County specifically reserves the right to amend this covenant to reflect any change in Section 11-1-85, without the consent of any Bondholder.

Section 9.06 Further Action by Officers of County.

The proper officers of the County are fully authorized and empowered to take the actions required to implement the provisions of this Ordinance and to furnish such certificates and other proofs as may be required of them, which includes but is not limited to providing the notice and conducting the public hearing described in Section 1.04 hereof. In the absence of any officer of the County Council herein authorized to take any act or make any decision, the County Administrator is hereby authorized to take any such act or make any such decision.

Section 9.07 Effective Date of Ordinance.

This Ordinance shall take effect upon its third reading and shall be forthwith codified in the Code of County Ordinances and indexed under the general heading **“TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING NINE HUNDRED TWENTY-FIVE THOUSAND DOLLAR (\$925,000) GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND OF FLORENCE COUNTY, SOUTH CAROLINA (JOHNSONVILLE RURAL FIRE DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO.”**

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman
COUNCIL VOTE:

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

OPPOSED:
ABSENT:

First Reading: May 17, 2012
Second Reading: June 21, 2012
Third Reading: July 19, 2012
Public Hearing: June 21, 2012

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Florence County Council will conduct a public hearing on the proposed adoption of an Ordinance entitled "TO PROVIDE FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING NINE HUNDRED TWENTY-FIVE THOUSAND DOLLAR (\$925,000) GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND OF FLORENCE COUNTY, SOUTH CAROLINA (JOHNSONVILLE RURAL FIRE DISTRICT), TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS OF SAID BOND SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT OF SAID BOND, AND OTHER MATTERS RELATING THERETO" on the ____ day of _____, 2012 at _____, South Carolina, at _____.m., on _____, _____, 2012, in conjunction with a regularly scheduled meeting of the County Council. At such hearing, public comment will be received, orally or in writing, concerning the proposed ordinance. The public is invited to attend.

For the payment of the principal of and interest on the Bond authorized by said Ordinance, there shall be pledged the full faith, credit and taxing power of Florence County and there shall be levied on all taxable property within the Johnsonville Rural Fire District (the "District") ad valorem taxes sufficient in amount to pay said principal and interest on the Bond. Proceeds of the Bond shall be applied to purchase new equipment to include three (3) tanker trucks and other fire fighting equipment within the District.

Connie Y. Haselden
Clerk, Florence County Council

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(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2003
(JOHNSONVILLE RURAL FIRE DISTRICT)

No. 1

Registered Holder:

Principal Amount: NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$925,000)

FLORENCE COUNTY, SOUTH CAROLINA (the "County"), a public body corporate and politic and a political subdivision of the State of South Carolina (the "State"), created and existing by virtue of the laws of the State, acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount stated above.

This Bond is issued in the principal amount of Nine Hundred Twenty-Five Thousand Dollars (\$925,000) for purposes authorized by and pursuant to and in accordance with the Constitution and Statutes of the State of South Carolina, including particularly the provisions of Section 4-19-50, Code of Laws of South Carolina, 1976, as amended, and an Ordinance duly adopted by the County Council of Florence County (the "Ordinance"). [This Bond is [not] subject to redemption _____].

The principal and interest on this Bond shall be paid by way of an annual payments of principal and interest (the "Bond Payment") in the amount of \$ _____ due and payable on _____ of each of the years _____ through _____, inclusive (the "Bond Payment Dates").

This Bond shall bear interest at the rate of _____ per centum (____%) per annum calculated on the basis of a 360 day year consisting of twelve 30 day months, from _____, 2012 and shall be paid by way of the Bond Payments to the person in whose name this Bond is registered at the close of business on the fifteenth day of the month next preceding each Bond Payment date. The Bond Payments shall be payable by check or draft mailed at the times provided herein from the County to the person in whose name this Bond is registered at the address shown on the registration books. The Bond Payments are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinance. Certified copies of the Ordinance are on file in the office of the Clerk of Court of Florence County and in the office of the County Council of Florence County.

This Bond is initially payable from a tax levied on all taxable property within the Johnsonville Rural Fire District. For the prompt payment of the Bond Payments as the same shall become due, the full faith, credit and taxing power of the County are irrevocably pledged.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

The Bond is issued in the form of one (1) fully registered Bond and is transferable, as provided in the Ordinance, only upon the registration books of the County kept for that purpose at the offices of the County by the registered Holder in person or by his duly authorized attorney upon, (i) surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney, and (ii) payment of the charges, if any, prescribed in the Ordinance. Thereupon a new fully registered Bond of interest rate and like principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of the Bond Payment due hereon and for all other purposes.

For every exchange or transfer of the Bond, the County may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

It is hereby certified and recited that all acts, conditions and things required to exist, happen and to be performed precedent to and in the adoption of the Ordinance and in the issuance of the Bond in order to make the legal, valid and binding general obligation of the County in accordance with its terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Bond does not exceed or violate any constitutional, statutory or other limitation upon the amount of indebtedness prescribed by law.

DRAFT

IN WITNESS WHEREOF, FLORENCE COUNTY, SOUTH CAROLINA, has caused this bond to be signed by the manual signature of the Chairman of the Florence County Council, attested by the manual signature of the Clerk to the Florence County Council and the seal of the County impressed hereon.

FLORENCE COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, Florence County Council

ATTEST:

Clerk, Florence County Council

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the issue described in the within mentioned Ordinance.

Registrar/Paying Agent

By: _____
Authorized Officer

Date of Authentication: _____, 2012

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

_____ Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors Act _____
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

_____ the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (STAMP))

Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

NOTICE OF PRIVATE SALE

Florence County, South Carolina will, on _____, 2012, deliver to _____ its \$925,000 General Obligation Refunding and Improvement Bond, Series 2012 (the "Bond"). The Bond, which was sold at par to _____, bears interest at a rate of _____ percentum per annum (____%) and is payable by way of equal annual payments of principal and interest, due on _____ of each year, until the Bond is paid in full.

Chairman, Florence County Council

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STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

I, the undersigned, Clerk of the Florence County Council ("County Council"), the governing body of Florence County, South Carolina, DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council on July 19, 2012. The Ordinance was read at three public meetings of the County Council on three separate days, May 17, 2012, June 21, 2012 and July 19, 2012. An interval of at least six days occurred between each reading of the Ordinance. At each such meeting, a quorum of the County Council was present and remained present throughout the meeting.

The meetings held on May 17, June 21 and July 19, 2012 were regular meetings of the County Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the "Freedom of Information Act").

The original of the Ordinance is duly entered in the permanent records of County Council, in my custody as Clerk.

The Ordinance is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Florence County, South Carolina, this ____ day of July, 2012.

(SEAL)

Clerk, Florence County Council, Florence County,
South Carolina

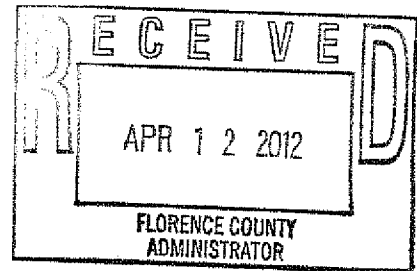
First Reading: May 17, 2012
Second Reading: June 21, 2012
Third Reading: July 19, 2012
Public Hearing: June 21, 2012

JOHNSONVILLE RURAL FIRE DISTRICT

"Serving our Citizens on a personal basis"

April 5, 2012

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



Re: Request for General Obligation Bond for Johnsonville Rural Fire District

Dear Chairman Smith:

Further to our conversation of recent months, the Johnsonville Rural Fire District (the "District"), a special purpose tax district of Florence County, continues to struggle in providing its traditional high level of fire protection service with an increasingly inadequate tax base. The District is pleased to learn that County Administration is working to find ways to relieve the revenue constraints which are impacting all of the County's fire districts. We look forward to working with you in this important endeavor, and ask you to let us know if there is any input we can provide. Nothing less than the safety of our residents is at stake.

In the mean time, the District finds itself in the position of requiring capital funds for repairs and upgrades to existing equipment and facilities. These repairs and upgrades are those the District feels are essential to maintaining the District's presently strong ISO rating of 4, which, as you know, results in significant savings in the fire insurance premiums paid by the homeowners and businesses in the District. Total cost of these repairs and upgrades is approximately \$720,000.

In addition, the District currently has approximately \$155,000 in outstanding general obligation debt of the County issued on behalf of the District, which debt bears interest at the rate of 5.30%. The District Commissioners and staff have determined that a refinancing of this debt as part of the bond to be issued for the repairs and upgrades set forth above would result in a debt service savings to the District and its taxpayers.

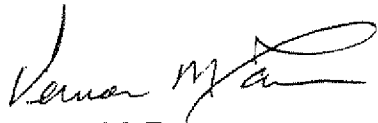
Accordingly, the Commissioners of the District respectfully request that Florence County issue a not to exceed \$925,000 general obligation bond of the County for the purpose of providing funds to pay the cost of the repairs and upgrades set forth above, to refinance the outstanding principal amount of the County's original principal amount \$500,000 General Obligation Bond (Johnsonville Rural Fire District) of 2000, and to pay the cost of issuing such bond.

We have communicated this request to the County's Bond Counsel, Mr. Zeigler, who has conferred with County Finance Director Kevin Yokim and County Administrator Thomas Robinson as to how the County would like for the District to proceed in this matter. Based on these discussions, I am sending you this formal request on behalf of the District, with which I enclosed a draft ordinance for first reading.

159 East Broadway Street, Post Office Box 594
Johnsonville, S. C. 29554
Office-843-386-2500, Administrator-843-380-1481, Fax-843-380-1542

Your support is crucial in this endeavor and appreciated. Questions or comments can be addressed to me at 843-386-3825 or 843-621-0834.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vernon M. Tanner".

Vernon M. Tanner
Chairman

159 East Broadway Street, Post Office Box 594
Johnsonville, S. C. 29554
Office-843-386-2500, Administrator-843-380-1481, Fax-843-380-1542

ENCLOSURE – JUSTIFICATIONS

I. REVENUE RESTRAINTS.

The Johnsonville Rural Fire District (JFD) receives its revenue through two sources. We have contracted with the City of Johnsonville to provide fire suppression and protection services. The City is not within the boundaries of the JFD. We do this for \$30,000.00 each year.

The second source of revenue comes through mills requested by us and approved by County Council. Additional mills are added by the County Auditor to pay for general obligation bonds.

The JFD received approximately \$69,336.00 from Wellman INC for taxes designated to our Operational and Maintenance Budget. When the County gave Fee in Lieu to Wellman Plastics and Recycling LLC (WPR) their taxes to us dropped to only \$4,072.00. **We took a direct hit on our revenue base by a loss of \$65,264.00 each year.** The present mill rate is 32.9. I am using a printout dated Feb 29, 2012 from the County's Financial Officer to provide this data.

Our Operational and Maintenance 2011-2012 FY Budget is \$232,000.00. Last year our budget was \$229,200.00 and our expenditures were \$257,920.00. The deficiency was covered by a combination of savings and grant money.

It is anticipated that no or little grant money will be obtained this year. Also we believe that we will come close in exhausting our savings because of the decrease in mill value and loss of revenue from WPR.

The JFD is only allowed to raise our mills by one this year based on instructions from the County Financial Officer. This will only generate about \$7,000.00. The mill value for the JFD is steadily declined since the early 1990s.

2. OPERATIONAL AND MAINTENANCE BUDGET DEMANDS.

The JFD manages three fire stations and sixteen apparatuses plus many pieces of required equipment. There are 23 line items in the budget. The following data is furnished to show how little we can control our expenditures. For the last four years, we have cut every line item possible, but still had increase our budget due to Federal and State mandates.

Federal and State Mandates:

Firefighter Health Program	\$5,000
Computer Equipment and Repair	\$4,000
Educational Development	\$4,000
Equipment Testing	\$5,500
Protective Clothing	\$3,000
Specialized Department Items	\$8,000
Employee Health Care	\$8,000
Federal and State Taxes	\$10,000
Retirement Program	\$4,800
Maintenance Contracts/Rentals	<u>\$21,218</u>
Subtotal:	\$73,518

Operational Cost:

Dues and Subscriptions	\$450
Office Supplies	\$2,000
Travel	\$2,500
Utilities	\$16,000
Communication Repair	\$5,000
Part-time Maintenance Labor	\$22,672
Station Supplies	\$2,000
Vehicle Repair	\$12,000
Station Repair	\$3,000
Insurance	\$20,000
Diesel Fuel	\$9,000
Technical and Legal Fees	<u>\$6,000</u>
Subtotal	\$100,622

Administration Cost:

All Part-time Employees (3)	<u>\$57,860</u>
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Totals:	\$232,000
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This budget does not meet all of our needs, but the mills levied can't support any more expenditure.

The JFD receives the bulk of our revenue in January. The other months only brings in about \$4,000 - \$5,000. This is mainly late taxes and vehicle taxes. For the first six months, we usually have to borrow \$50,000 from the bank on the Chairman's credit and security.

3. PROJECTED NOT FUNDED EXPENDITURES - VEHICLES

The JFD maintains sixteen pieces of fire apparatuses. We are still paying for the last general obligation bonds of \$500,000 used to purchase three 2001 International pumper. The bond payment will be completed in 2015. This data illustrates our theory of "If it is running, keep on using it". We believe that we can get good results by using used vehicle chassis's and new tanks compared to manufactured products at a third of the cost. The following vehicle data is furnished to show present conditions and needed replacements:

<u>VEHICLE</u>	<u>AGE</u>	<u>REQUIREMENT</u>
1. 2001 International Pumper	11 Yrs. Old	Repairs Needed
2. 2001 International Pumper	11 Yrs. Old	Repairs Needed
3. 2001 International Pumper	11 Yrs. Old	Repairs Needed
4. 2004 Brush Truck (Donated-Used)	8 Yrs. Old	Chassis Replacement
5. 2001 Pickup Station 1	11 Yrs. Old	Replacement
6. 2001 Pickup (County Surplus) Sta. 3	10 Yrs. Old	Repairs
7. 2000 Command Vehicle (Blazer)	12 Yrs. Old	Replacement
8. 1990 Pumper-Tanker (Home made)	22 Yrs. Old	* Replacement Chassis/Tank
9. 1990 Pickup Station 2	22 Yrs. Old	Replacement
10. 1990 Tanker (Home made)	22 Yrs. Old	* Replacement Chassis/Tank
11. 1988 Utility Service (Home made)	24 Yrs. Old	Replacement Chassis/Tank
12. 1984 Tanker	28 Yrs. Old	Replacement Chassis

13. 1984 Tanker	28 Yrs. Old	Replacement Chassis
14. 1978 Tanker (Donated)	34 Yrs. Old	Replacement Chassis/Tank
15. 1974 Pumper	38 Yrs. Old	Replacement 1990+Chassis
16. 1968 Aerial Ladder Truck	44 Yrs. Old	* Replacement 1990+ Chassis

NOTE: *-Not operational and not feasible to repair.

Total Repair/Replacement Cost: \$500,000

4. PROJECTED NOT FUNDED EXPENDITURES – SPECIALIZED EQUIPMENT

a. Turn-Out Gear 40 Sets @ \$2,250.00 each	\$90,000
b. Fire Hose 2 ½”, 3”, 5”	\$35,000
c. 800 MHs Radio Replacement 8 each	\$50,000
Total Replacement Cost:	\$175,000

5. PROJECTED NOT FUNDED EXPENDITURES – CAPITAL IMPROVEMENT

a. Repair Roof at Station 1	\$27,000
b. Replace A/C Station 1	\$8,000
c. Replace Computers Station 1 & 2 & 3	\$10,000
Total Repairs/Replacement Cost:	\$45,000

6. PROJECTED BOND EXPENDITURES – 2000 SERIES BOND PAYOFF

<u>CALENDAR YEAR</u>	<u>PRINCIPAL DUE</u>	<u>INTEREST DUE</u>	<u>TOTAL FOR YEAR</u>
2013	\$50,000	\$6,890	\$56,890
2014	\$50,000	\$4,240	\$54,240
2015	\$55,000	\$1,457.00	\$56,457.50
TOTAL DUE LAST THREE YEARS:			\$167,587.50

EARLY PAY OFF PROJECTIONS: \$155,000.

7. PROJECTED LEGAL FEES AND RELATED COST - \$50,000

8. TOTAL OF BOND ISSUE: \$925,000

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Boards & Commissions
Commission on Alcohol & Drug Abuse

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

The Commission On Alcohol & Drug Abuse Requests The Reappointment Of W. Joe McMillan, Jr. To Seat 8, District 8, With Appropriate Expiration Term.

FLORENCE COUNTY COUNCIL MEETING

May 17, 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 March 31, 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 03/31/12

	BUDGETED REVENUE	YEAR-TO-DATE ACTUAL REVENUE	REMAINING BALANCE	PCT
REVENUES				
Taxes	33,750,554	31,170,610	2,579,944	7.64%
Licenses & Permits	1,339,176	1,045,244	293,932	21.95%
Fines & Fees	3,183,380	2,354,028	829,353	26.05%
Intergovernmental	5,047,026	2,581,525	2,465,501	48.85%
Sales and Other Functional	5,445,906	4,064,823	1,381,083	25.36%
Miscellaneous	947,942	204,659	743,283	78.41%
Operating Transfers	(1,484,343)	-	(1,484,343)	100.00%
Use of Fund Balance	-	-	-	
TOTAL	48,229,641	41,420,888	6,808,753	14.12%

**FLORENCE COUNTY GOVERNMENT
GENERAL FUND
REVENUE & EXPENDITURE REPORT FY12
7/1/11 TO 03/31/12**

		BUDGETED	YEAR-TO-DATE	REMAINING	
EXPENDITURES		EXPENDITURE	EXPENDITURE	BALANCE	PCT
10-411-401	County Council	348,800	243,597	105,203	30.16%
10-411-402	Administrator	620,162	446,258	173,904	28.04%
10-411-403	Clerk of Court	1,805,403	1,326,995	478,408	26.50%
10-411-404	Solicitor	1,064,277	703,793	360,484	33.87%
10-411-405	Judge of Probate	499,075	362,128	136,947	27.44%
10-411-406	Public Defender	758,618	493,223	265,395	34.98%
10-411-407	Magistrates	2,158,294	1,549,777	608,517	28.19%
10-411-409	Legal Services	79,650	69,845	9,805	12.31%
10-411-410	Voter Registration & Elections	463,240	317,820	145,420	31.39%
10-411-411	Finance	743,944	548,398	195,546	26.29%
10-411-412	Human Resources	330,297	243,055	87,242	26.41%
10-411-413	Procurement & Vehicle Maintenance	589,575	319,149	270,426	45.87%
10-411-414	Administrative Services	380,624	285,596	95,028	24.97%
10-411-415	Treasurer	1,189,141	790,073	399,068	33.56%
10-411-416	Auditor	473,893	326,452	147,441	31.11%
10-411-417	Tax Assessor	1,280,644	844,222	436,422	34.08%
10-411-418	Planning and Building	2,054,406	1,209,270	845,136	41.14%
10-411-419	Complex	1,186,224	885,874	300,350	25.32%
10-411-420	Facilities Management	730,031	459,933	270,098	37.00%
10-411-427	Information Technology	1,234,124	959,036	275,088	22.29%
10-411-446	Veteran's Affairs	146,090	100,402	45,688	31.27%
10-411-480	Senior Citizen Centers	327,736	185,087	142,649	43.53%
10-411-485	General Direct Assistance	204,648	172,922	31,726	15.50%
10-411-488	Contingency	153,510	105,716	47,794	31.13%
10-411-489	Employee Non-Departmental	404,665	534,235	(129,570)	-32.02%
10-421-421	Sheriff's Office	15,028,252	10,593,204	4,435,048	29.51%
10-421-422	Emergency Management	2,388,209	1,712,796	675,413	28.28%
10-421-481	Rural Fire Departments	15,140	764	14,376	94.95%
10-451-423	EMS	4,371,988	2,966,639	1,405,349	32.14%
10-451-424	Rescue Squads	388,035	174,811	213,224	54.95%
10-451-425	Coroner	278,786	186,503	92,283	33.10%
10-451-441	Health Department	80,934	63,288	17,646	21.80%
10-451-442	Environmental Services	725,508	514,804	210,704	29.04%
10-451-485	Health Direct Assistance	14,502	2,258	12,245	84.43%
10-461-485	Welfare - MIAP & DSS	439,075	383,319	55,756	12.70%
10-471-451	Recreation	1,738,869	1,190,429	548,440	31.54%
10-471-455	County Library	3,523,757	2,545,059	978,698	27.77%
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	33,818,989	14,410,652	29.88%

Percent of Fiscal Year Remaining = 25.00%

**FLORENCE COUNTY
BUDGET REPORT - OTHER FUNDS
CURRENT PERIOD: 7/1/11 TO 03/31/12**

	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	1,604,450	2,213,320	57.97%	3,817,770	3,368,751	449,019	11.76%
112 Economic Development Partnership Fund	434,253	292,360	141,893	32.68%	434,253	50,827	383,427	88.30%
123 Local Accommodations Tax Fund	2,473,875	1,560,736	913,139	36.91%	2,473,875	1,829,402	644,473	26.05%
124 Local Hospitality Tax Fund	655,116	386,856	268,260	40.95%	655,116	513,174	141,942	21.67%
131 District Utility Allocation Fund	2,409,871	229,156	2,180,715	90.49%	2,409,871	2,042,568	367,303	15.24%
132 District Infrastructure Allocation Fund	1,719,884	353,405	1,366,479	79.45%	1,719,884	1,404,884	315,000	18.32%
151 Law Library Fund	82,548	29,435	53,113	64.34%	82,548	38,018	44,530	53.94%
153 Road System Maintenance Fee Fund	3,081,973	2,155,449	926,524	30.06%	3,081,973	2,150,353	931,620	30.23%
154 Victim/Witness Assistance Fund	187,594	159,566	28,028	14.94%	187,594	193,515	-	0.00%
421 Landfill Fund	4,114,470	2,353,092	1,761,378	42.81%	4,114,470	2,824,830	1,289,640	31.34%
431 E911 System Fund	453,632	209,781	243,851	53.76%	453,632	427,225	26,407	5.82%
TOTALS:	19,430,986	9,334,285	10,096,701	51.96%	19,430,986	14,843,547	4,593,360	23.64%

Percent of Fiscal Year Remaining: 25.00%

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

#####

**Florence County Council
District Allocation Balances
March 31, 2012**

Council District #	Type of Allocation	Beginning Budget FY12	Commitments & Current Year Expenditures	Current Available Balances
1	Infrastructure	160,521.00	22,891.00	137,630.00
	Paving	114,692.00	-	114,692.00
	Utility	272,522.00	18,800.00	253,722.00
	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	79,342.00	12,196.00	67,146.00
	In-Kind	19,800.00	166.00	17,258.00
3	Infrastructure	47,298.00	47,298.00	-
	Paving	216,473.00	57,028.00	159,445.00
	Utility	148,751.00	6,173.00	142,578.00
	In-Kind	19,800.00	72.00	19,728.00
4	Infrastructure	244,251.00	90,230.00	154,021.00
	Paving	250,893.00	121,014.00	129,879.00
	Utility	95,586.00	20,000.00	75,586.00
	In-Kind	19,800.00	2,562.00	16,643.00
5	Infrastructure	72,073.00	27,783.00	44,290.00
	Paving	107,120.00	13,596.00	93,524.00
	Utility	100,815.00	-	100,815.00
	In-Kind	19,800.00	-	19,800.00
6	Infrastructure	257,655.00	16,041.00	241,614.00
	Paving	211,954.00	11,477.00	200,477.00
	Utility	349,770.00	6,000.00	343,770.00
	In-Kind	19,800.00	1,667.00	18,133.00
7	Infrastructure	98,557.00	58,039.00	40,518.00
	Paving	198,307.00	30,809.00	167,498.00
	Utility	331,581.00	26,047.00	305,534.00
	In-Kind	19,800.00	-	19,800.00
8	Infrastructure	193,960.00	43,984.00	149,976.00
	Paving	49,922.00	23,870.00	26,052.00
	Utility	103,635.00	60,000.00	43,635.00
	In-Kind	19,800.00	-	19,800.00
9	Infrastructure	113,374.00	62,803.00	50,571.00
	Paving	136,662.00	-	136,662.00
	Utility	308,762.00	20,000.00	288,762.00
	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	\$ 2,068,178.66	\$ 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				\$ 95,140,569.20		
Sales Tax Interest Earnings	\$ -				\$ 5,638,588.50	\$ 52,859,430.80	68.09%
Earned State SIB Fund Match	\$ 250,000,000.00				\$ 201,658,315.40	\$ 48,441,684.60	80.62%
	\$ 398,000,000.00				\$ 302,337,473.10	\$ 101,301,115.40	75.96%

NOTE 1: Revenue Received/Earned to Date is as of March 31, 2012, 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

May 17, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Emergency Management
Procurement Department

ISSUE UNDER CONSIDERATION:

Authorization To Award A Sole Source Procurement To Fisher Safety For A Chemical Detection Meter For The Emergency Management Department In The Amount Of \$54,000 To Be Funded From South Carolina Law Enforcement Division (SLED) Homeland Security Grant Funds.

POINTS TO CONSIDER:

1. Thermo Fisher Scientific is the manufacturer of the chemical detection meter and Fisher Safety is the only authorized seller in the State of South Carolina.
2. The HazMat Team of the Emergency Management Department will use the chemical detection meter in emergency situations.
3. The equipment is being funded by a SLED Homeland Security grant.

FUNDING FACTORS:

\$54,000 = Total cost of the chemical detection meter to be funded by a SLED Homeland Security Grant.

OPTIONS:

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

ATTACHMENTS:

1. Sole Source Procurement Justification Form.
2. Letter from Thermo Fisher Scientific.

SOLE SOURCE JUSTIFICATION

Based upon the following determination, the proposed procurement action described below is requested pursuant to the authority of the current Florence County Code.

This department, Florence Co. EMD, proposes to procure FIRST DEFENDER RM (Chemical Detection meter) from Fisher Scientific (Thermo)

based on the following: (check all that apply)

- Item 1: Sole Source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist.) Item 4 must also be checked
- Item 2: Sole Source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers - not the distributor's - written certification that identifies all regional distributors.) Item 4 must also be checked
- Item 3: The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain below or in separate memorandum.)
- Item 4: This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Explain below or in separate memorandum describing basis for standardization request)
- Item 5: The parts/equipment is required for trial basis or testing.
- Item 6: None of the above apply. A detailed explanation and justification for this sole source request is contained below or in the attached memorandum.

Purchase of this meter with Homeland Security Funds has been approved by SLED (The State SAA). Thermo Fisher Scientific is the only vendor for this meter in S.C. (see attached letter from vendor).

5-1-12
Date

[Signature]
Department Head

Date

Procurement Dir. or County Administrator

June 8, 2011

To Whom It May Concern:

This letter is to provide you with information and definitions about Ahura Scientific. (now part of Thermo Fisher Scientific) manufactured products and the relationship with Fisher Safety (also part of Thermo Fisher Scientific) as they represent the Ahura Scientific Safety and Security product lines in the State of South Carolina.

The Safety and Security product line includes the following products:

1. FirstDefender RM & RMX
2. TruDefender FT &FTi

Currently Fisher Safety is the only authorized re-seller of Ahura Scientific manufactured products in South Carolina. This relationship is limited to the public safety domain which includes Law Enforcement, Health Departments, Fire Departments, and Environmental clean-up agencies. Ahura Scientific, Inc. is solely owned by and is now part of Thermo Fisher Scientific

If you have any further questions please call me.

Sincerely,

DL Massingham

Dave Massingham
Manager, US Safety & Security
Thermo Scientific Portable Optical Analysis
Thermo Fisher Scientific
(Incorporating Ahura Scientific)
(978) 642-2544

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Report to Council

DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Appoint one member of County Council to RFP evaluation panel for the external audit contract.

POINT TO CONSIDER:

1. With the completion of the fiscal year 2011 comprehensive annual financial report (CAFR) in December 2011, Florence County's contract with its external auditors ended.
2. Request for proposals for the new audit contract are due May 24th.
3. The Chairman is requested to appoint a member of Council to serve on the RFP Evaluation Panel.

OPTIONS:

1. *(Recommended)* Appoint one member to the RFP panel.
2. Provide An Alternate Directive

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Reports to Council
Bid Award

DEPARTMENT: Recreation Department
Procurement

ISSUE UNDER CONSIDERATION:

Approve Award Of Bid #12-11/12 For Construction Of A Restroom Facility At Ebenezer Park To Thomas Construction, Effingham, SC In The Amount Of \$27,950 To Be Funded From Insurance Proceeds. (3 Compliant Bids).

POINTS TO CONSIDER:

- 1) Bid #12-11/12 was publicly offered.
- 2) Four (4) bids were received; three (3) bids were compliant.
- 3) Thomas and Associates, DBA Thomas Construction, Effingham, SC was the lowest compliant bidder for construction of a restroom facility at Ebenezer Park in the amount of \$27,950.
- 4) The restroom facility at Ebenezer Park was totally destroyed by fire in February 2012. Insurance proceeds will be used to fund the construction of the new facility.
- 5) Florence County Recreation Director recommends this award.
- 6) The bid expires August 30, 2012.

FUNDING FACTORS:

- 1) \$27,950 = Total cost of the construction of a restroom facility at Ebenezer Park to be funded from insurance proceeds.

OPTIONS:

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

ATTACHMENTS:

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

Dept: Parks and Recreation Department			Bid Opening Date: 04-30-12	
			Time: 11:00 AM	
Invitation to Bid # 12-11/12 Ebenezer Park Restroom Facility			Advertisement Dates MN: 04-15-2012 SCBO:04-16-2012	
			Invitation to Bids Distributed:	
			Bid Expiration Date: August 30, 2012	
Name of Bidder	Base Bid	Meets Specs	Total Bid	Total Non-Local (+2%)
Thomas & Associates, LLC Effingham, SC	\$27,950.00	Yes	\$27,950.00	
Carolina Construction, Inc. Cheraw, SC	\$34,655.00	Yes	\$34,655.00	\$35,348.10
Carraway Construction Sumter, SC	\$43,200.00	No	\$43,200.00	\$44,064.00
Mimms Construction Hartsville, SC	\$49,460.00	Yes	\$49,460.00	\$50,449.20
Notes: 2% Local Preference Florence County Code, Section 11-62				



FLORENCE COUNTY
Recreation

Memorandum

To: Angelia Jackson, Procurement Specialist II
From: Joe Eason, Parks and Recreation Director
Date: 5/2/2012
Re: Award of Bid #12-11/12

I have reviewed the bids for the Ebenezer Park Restroom Facility and recommend award to Thomas & Associates of Effingham, SC. Thomas & Associates met all of the minimum qualifications and appears capable of completing the desired work on the established timeline. Your assistance in processing this information for Council on behalf of our Department is greatly appreciated.

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Florence County Sheriff's Office
Procurement Department

ISSUE UNDER CONSIDERATION:

Declare One (1) Handgun As Surplus Property For The Purpose Of Awarding To A Retiring Employee.

POINTS TO CONSIDER:

1. The Florence County Sheriff's Office is recommending one (1) Glock 21 SF Serial number PAU091 be declared surplus.
2. Disposal will not impact on-going operations.
3. Florence County Code requires County Council approval for disposal of surplus property.
4. It is the policy of the Florence County Sheriff's Office to award a service handgun to sworn employees retiring in good status.
5. Investigator Russell Cox will retire on May 31, 2012 from the Florence County Sheriff's Office.

FUNDING FACTORS:

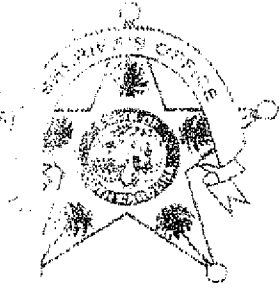
1. \$0=Costs of disposal

OPTIONS:

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

ATTACHMENTS:

Letter of Recommendation from the Florence County Sheriff.



FLORENCE COUNTY SHERIFF'S OFFICE

Kenney Boone, Sheriff

May 3, 2012

Thomas B. Robinson
County Administrator
180 North Irby Street
Florence, South Carolina 29501

Dear Mr. Robinson:

It is the policy of the Florence County Sheriff's Office to award a service handgun to sworn employees retiring in good status. I would like to request that County Council declare one (1) Glock 21 SF serial number PAU091 as surplus for the purpose of award to Investigator Russell Cox who retires May 31, 2012.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenney Boone", is written over the typed name.

Kenney Boone
Florence County Sheriff

WKB:bc

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

Florence County Council Meeting
May 17, 2012

AGENDA ITEM: Other Business
Infrastructure/Utility Project
Council Districts 3 and 7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$12,762 From Council Districts 3 And 7 Infrastructure/Utility Funding Allocations (\$6,381 From Each District) To Purchase Equipment To Be Used For Youth Programs At The PDCAP Weed And Seed Safe Haven.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmembers:

Signed: verbally approved – signature pending
Councilman Alphonso Bradley

verbally approved – signature pending
Councilman Waymon Mumford

Date: _____

ATTACHMENTS:

1. Letter of Request from PDCAP.

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

Walter Fleming, Jr.
Executive Director

PDCAP Weed and Seed Safe Haven

(843) 676-1076

May 1, 2012

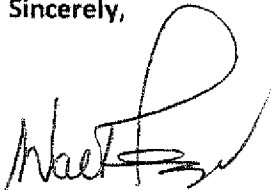
Dear Mr. Al Bradley:

Enclosed you will find a list of equipment needed at PDCAP Weed and Seed Safe Haven. Thank you in advance for all of your assistance with helping our children.

ITEMS	PRICE
2 -Nordic Track C 900 Treadmill (\$900.00 each)	\$ 1,800.00
30-Inspiration Combo Desk (\$109.95 each)	\$ 2,986.40
1- Full Floor Lectern	\$ 147.59
4- MXL Computer Tables (\$269.00)	\$ 1,262.21
2- Wall mount -7 panel (\$870.00)	\$ 1,858.57
1-Dots Rectangle Carpet (639.00)	\$ 783.42
1-Flat Screen TV with DVD	\$ 169.98
5- Desk top Computer	\$ 2,140.00
2- PA System (\$92.00)	\$ 184.00
2- Deluxe Pool Ball Set and Sticks	\$ 129.40
Wii Fit Sport	\$ 1,299.99
Total	\$12,761.58

Thanks for any support you can give.

Sincerely,



Mr. Walter Fleming, Jr.

Executive Director

Serving: Florence / Marion / Dillon Counties

2685 S. Irby Street • Post Office Box 12670 • Florence, SC 29505
Office: (843) 678-3400 • Fax: (843) 678-3404 • Email: Flopdcaa@aol.com

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM Other Business
Council District #5

DEPARTMENT County Council

ISSUE UNDER CONSIDERATION:

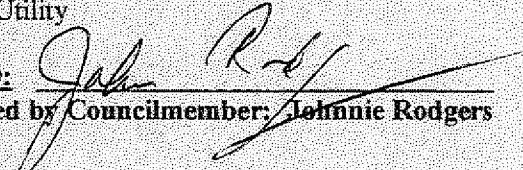
Approval of the expenditure of up to \$20,582.00 from Council District #5 funding allocations to pay for rock and crushed asphalt for Christy Lane.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Dept.

FUNDING SOURCE:

Infrastructure
 Road System Maintenance
 Utility

SIGNED: 
Requested by Councilmember: Johnnie Rodgers

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
May 17, 2012

AGENDA ITEM: Other Business
Council District #7

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$8,910.00 from Council District #7 funding allocations to pay for additional crushed asphalt for Cooper Lane.

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: Rev. Waymon Mumford

Date: 05/10/12

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

Florence County Council Meeting
May 17, 2012

AGENDA ITEM: Other Business
Utility Project
Council Districts 1 and 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$198 From Council Districts 1 And 5 Utility Funding Allocations (Approximately \$99 From Each District) To Pay For 20' Of 15" Concrete Pipe To Be Installed On The Road Leading To The Town Of Olanta's New Well.

Pipe will be taken out of Public Works' inventory and Finance will reimburse Public Works.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
Councilman K. G. Rusty Smith, Jr.

verbally approved – signature pending
Councilman Johnnie D. Rodgers, Jr.

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
May 17, 2012

AGENDA ITEM: Other Business
Utility Project
Council District 3

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Additional Expenditure Of Up To \$2,000 From Council District 3 Utility Funding Allocation For Repairs/Upgrades To The Outdoor Basketball Court At Williams Middle School. *(Project Request Approved At The March 15, 2012 Meeting But Additional Funding Is Needed To Complete The Project.)*

FUNDING SOURCE:

Infrastructure
 Road System Maintenance Fee
 XXX Utility

Signed: verbally approved – signature pending
Requested by Councilman 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: 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.

FLORENCE COUNTY COUNCIL MEETING

May 17, 2012

AGENDA ITEM: Inactive Agenda
Ordinance No. 24-2011/12

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

At Its Regular Meeting Of April 19, 2012 The Following Ordinance Was Referred To The Committee On Education, Recreation, Health & Welfare For Further Review and Recommendation:

Ordinance No. 24-2011/12: [An Ordinance To Amend Section 6-8. Animal Rescue Agency Adoption Policies Of The Florence County Code Of Ordinances.]

ATTACHMENTS:

Copies of the information provided in the April 19, 2012 agenda package.

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