

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

Roger M. Poston
District #2

Alphonso Bradley
District #3

Mitchell Kirby
District #4

Johnnie D. Rodgers, Jr.
District #5

Russell W. Culberson
District #6

Waymon Mumford
District #7

James T. Schofield
District #8

H. Morris Anderson
District #9

AGENDA
FLORENCE COUNTY COUNCIL
REGULAR MEETING
CITY-COUNTY COMPLEX
180 N. IRBY STREET
COUNCIL CHAMBERS, ROOM 803
FLORENCE, SOUTH CAROLINA
THURSDAY, JUNE 21, 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:**

MINUTES OF THE MAY 17, 2012 REGULAR MEETING

[1]

Council Is Requested To Approve The Minutes Of The May 17, 2012 Regular Meeting Of County Council.

VI. PUBLIC HEARINGS:

[14]

Council will hold Public Hearing on the following:

A. ORDINANCE NO. 28-2011/12

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.

B. ORDINANCE NO. 29-2011/12

An Ordinance Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Warehouse, And Other Matters Related Thereto.

C. ORDINANCE NO. 30-2011/12

An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Florence County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of *Ad Valorem* Taxation; And Other Matters Related Thereto.

VII. APPEARANCES:

A. HENRY M. ANDERSON, JR. – FLORENCE SOCCER ASSOCIATION

[15]

Mr. Anderson Requests To Appear Before Council To Present A Proposal Concerning New Soccer Fields.

B. HOLLY BEAUMIER – CONVENTION AND VISITORS BUREAU

[17]

Mrs. Beaumier Requests To Appear Before Council To Present Information On Area Tourism And Discuss Developments Within The Florence Convention And Visitors Bureau.

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)

<i>April 19, 2012</i>	<i>Ordinance No. 24-2011/12 (Animal Adoption Policies)</i>
-----------------------	--

Agriculture, Forestry, Military Affairs & Intergovernmental Relations

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

Ad Hoc City-County Conference Committee

(Council members Alphonso Bradley/Co-Chair, Waymon Mumford, and James Schofield.)

IX. RESOLUTIONS/PROCLAMATIONS:

A. RESOLUTION OF APPRECIATION & RECOGNITION

[19]

A Resolution Of Appreciation And Recognition For Lisa Castles, P.A. For Her Admirable Professional Achievement And Commendable Service To Her Patients And Her Community.

B. RESOLUTION NO. 29-2011/12

[21]

A Resolution To Approve A Multi-Jurisdictional Agreement And Narcotics Enforcement Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreements. (*City of Columbia*)

C. RESOLUTION NO. 30-2011/12

[33]

An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project Wood.

X. ORDINANCES IN POSITION:

A. THIRD READING

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

[37]

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. 25-2011/12

[44]

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)*

3. ORDINANCE NO. 26-2011/12 [63]

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

4. ORDINANCE NO. 01-2012/13 [68]

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.

B. SECOND READING

1. ORDINANCE NO. 27-2011/12 (*Deferral*) [80]

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.

2. **ORDINANCE NO. 28-2011/12** *(Public Hearing)* **[82]**
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.

3. **ORDINANCE NO. 29-2011/12** *(Public Hearing)* **[114]**
An Ordinance Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And ~~Project Warehouse~~ W. Lee Flowers and Company, Inc., And Other Matters Related Thereto.

4. **ORDINANCE NO. 30-2011/12** *(Public Hearing)* **[131]**
An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Florence County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of *Ad Valorem* Taxation; And Other Matters Related Thereto.

5. **ORDINANCE NO. 31-2011/12** *(Deferral)* **[143]**
An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood, And Other Matters Related Thereto.

C. INTRODUCTION

1. **ORDINANCE NO. 32-2011/12** *(By Title Only)* **[145]**
An Ordinance To Zone Properties Inclusive Of All Of Council District Three East Of I-95 For Uniformity In Zoning And Development Standards; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.

2. **ORDINANCE NO. 33-2011/12** *(By Title Only)* **[147]**

An Ordinance To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto.

XI. APPOINTMENTS TO BOARDS & COMMISSIONS:

XII. REPORTS TO COUNCIL:

A. ADMINISTRATION/FINANCE

RFP EVALUATION PANEL RECOMMENDATION

[149]

Approve The RFP Panel's Recommendation And Award The Contract For Independent Auditing Service For Florence County For The Fiscal Years Ending June 30, 2012 Through 2016 To Elliott Davis, LLC.

B. ADMINISTRATION/GRANTS

ACCEPT SCDOT ALLOCATION

[150]

Accept Allocation From The South Carolina Department Of Transportation (SCDOT) Under The Florence County Transportation Committee (FCTC) C Funds Program, PCN #41636 In The Amount Of \$42,500 For The Resurfacing Of Smith Drive.

C. FINANCE

FY2012/2013 STATE ACCOMMODATIONS TAX ALLOCATIONS

[153]

Approve The Expenditure Of \$200,000 In State Accommodations Tax Funding Allocations As Recommended By The Accommodations Tax Advisory Committee For FY2012/2013.

D. PROCUREMENT

1. **DECLARATION OF SURPLUS PROPERTY** [156]
Declare Seven (7) Vehicles And One (1) Water Truck As Surplus Property For Disposal Through Public Internet Auction Via Govdeals.
2. **CONSULTING SERVICES AGREEMENT** [158]
Approve An Agreement With Yancey Environmental Solutions, LLC For Consulting Services Related To The Lake City Park Project In The Amount Of \$75,000 To Be Funded From Grant Funding For The Project.
3. **RFQ PANEL APPOINTMENT** [163]
The Chairman Is Requested To Appoint A Member Of Council To Serve On The Review Panel For RFQ #13-11/12 Landscape Architect Services For The Lake City Park Project.

E. SHERIFF'S OFFICE

1. **ACCEPT GRANT AWARD** [164]
Accept Grant Award #1G12012 In The Amount Of \$68,303 From The South Carolina Department Of Public Safety Under The 2012 Justice Assistance Grant (JAG) Program For Operational Costs Associated With The Drug Analysis Lab At The Law Enforcement Center.
2. **ACCEPT GRANT AWARD** [166]
Accept A South Carolina Department Of Public Safety Justice Assistance Grant (JAG) #1GSI09016 In The Amount Of \$75,856 To Be Used For Equipment.
3. **ACCEPT GRANT AWARD** [168]
Accept Grant Award #1G12011 In The Amount Of \$45,000 From The South Carolina Department Of Public Safety 2012 Justice Assistance Grant (JAG) Program To Provide An Upgraded Fingerprint Capturing System For The Florence County Sheriff's Office.
4. **ACCEPT GRANT AWARD** [170]
Accept Grant Award #1V10119 In The Amount Of \$4,703 From The South Carolina Department Of Public Safety Victims Of Crime Act (VOCA) Grant Program To Provide Equipment Improvements For The Florence County Sheriff's Office.

XIII. OTHER BUSINESS:

A. INFRASTRUCTURE

1. OLANTA RURAL FIRE DEPARTMENT

[172]

Approve The Expenditure Of Up To \$2,171 From Council District 5 Infrastructure Funding Allocation To Assist The Olanta Rural Fire Department With Purchasing Class A Foam.

2. TOWN OF OLANTA

[175]

Approve The Expenditure Of Up To \$8,000 From Council District 5 Infrastructure Funding Allocation To Assist The Town Of Olanta With Costs For A New Roof And Painting The Town Hall And Museum.

B. INFRASTRUCTURE/UTILITY

1. SHERIFF'S OFFICE – ELECTRONIC RECORDS INTERFACE

[177]

Approve The Expenditure Of A Total Amount Not To Exceed \$24,000 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$2,666.67 From Each District) To Assist The Florence County Sheriff's Office With The Cost For The Interface To Have Electronic Medical Records System/Pharmacy Records Interfaced With The Existing New World Corrections Software.

2. SHERIFF'S OFFICE – VARIABLE MESSAGE DISPLAY/TRAILER

[178]

Approve The Expenditure Of A Total Amount Not To Exceed \$20,400 From Council Districts' Infrastructure/Utility Funding Allocations (Approximately \$2,266.67 From Each District) To Assist The Florence County Sheriff's Office With The Purchase Of An Additional Smart VMS HT Variable Display/Trailer To Be Used To Advise The Public Regarding Road Conditions, Amber Alerts, Etc.

C. ROAD SYSTEM MAINTENANCE FEE (RSMF)

1. BALDWIN ROAD

[179]

Approve The Expenditure Of Up To \$11,138 From Council District 5 RSMF Funding Allocation To Pay For Crushed Asphalt For A Portion Of Baldwin Road.

2. **WYLIE ROAD** [180]

Approve The Expenditure Of Up To \$14,850 From Council District 5 RSMF Funding Allocation To Pay For Crushed Asphalt For A Portion Of Wylie Road.

3. **AMES BURY POINTE** [181]

Approve The Expenditure Of Up To \$38,808 From Council District 9 RSMF Funding Allocation To Pay For The Resurfacing Of Ames Bury Pointe (1 ½" Surface Type C).

4. **HAMPTON POINTE ENTRANCE** [182]

Approve The Expenditure Of Up To \$39,985 From Council District 9 RSMF Funding Allocation To Pay For The Resurfacing Of Hampton Pointe Entrance (1 ½" Surface Type C) 6" Full Depth Patch.

D. UTILITY

1. **CITY OF LAKE CITY** [183]

Approve The Expenditure Of Up To \$15,000 From Council District 5 Utility Funding Allocation To Assist The City Of Lake City With The Installation Of Sewer In Coward, South Carolina.

2. **SOUTH LYNCHES FIRE DEPARTMENT** [185]

Approve The Expenditure Of Up To \$1,594 From Council District 5 Utility Funding Allocation For The Purchase Of Equipment For The South Lynchs Fire Department, Station 3. (*piercing nozzle and shut-off valve, foam eductor system and installation*)

XIV. EXECUTIVE SESSION:

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

- Legal Advice

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

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

June 21, 2012

AGENDA ITEM: Minutes

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Council is requested to approve the minutes of the May 17, 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, MAY 17, 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
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:

Arthur C. Gregg, Jr., Public Works Director
Kevin V. Yokim, Finance Director
Ryon Watkins, EMS Director
Jonathan B. Graham, III, Planning Director
Ray McBride, Library Director
Sheriff Kenney Boone
Barbara Coker, Sheriff's Office
Tucker Mitchell, Morning News
Tonya Brown, TV 15 News Reporter

ABSENT:

Waymon Mumford, Vice-Chairman

A notice of the regular meeting of the Florence County Council appeared in the May 16, 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 Councilman Kirby led the Pledge of Allegiance to the American Flag. Chairman Smith welcomed everyone attending the meeting. Chairman Smith expressed appreciation to Senators Leatherman, McGill and members of the Senate for their efforts to restore partial funding to the Local Government Fund, which would alleviate a tax increase for the citizens of Florence County. He asked that elected officials and emergency service providers encourage members of the House of Representatives to mimic the decision made by the Senate to restore funding.

APPROVAL OF MINUTES:

Councilman Anderson made a motion Council Approve The Minutes Of The April 19, 2012 Regular Meeting Of County Council. Councilman Rodgers seconded the motion, which was approved unanimously.

Councilman Anderson made a motion Council Approve The Minutes Of The May 3, 2012 Special Called meeting of County Council. Councilman Rodgers seconded the motion, which was approved unanimously.

PUBLIC HEARINGS:

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

ORDINANCE NO. 26-2011/12

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

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.

APPEARANCES:

PRESENTATION OF RESOLUTION OF RECOGNITION

Councilman Anderson made a motion Council approve A *Resolution Of Recognition* For Amy McAllister-Skinner, South Carolina Teacher Of The Year, For Her Laudable Achievements. Councilman Poston seconded the motion, which was approved unanimously. The Clerk published the *Resolution* in its entirety and Councilman Poston presented Mrs. Skinner with the framed Resolution.

PRESENTATION OF RESOLUTIONS OF RECOGNITION

Councilman Anderson made a motion Council approve A *Resolution Of Recognition* For The 2012 Class A State Champions, The Timmonsville High School Varsity Girls Basketball Team And Coaches. Councilman Kirby seconded the motion, which was approved unanimously. The Clerk published the *Resolution* in its entirety and Councilman Kirby presented framed resolutions to the team and coaches.

WILLIAM K. AND ELIZABETH M. MCCALLISTER

Mr. And Mrs. McCallister Appeared Before Council To Discuss The Matter Of Paving Moulds Road. Chairman Smith received information from Public Works Director Carlie Gregg and the cost to pave the mile of road in question would be a minimum of \$800,000. He stated funding was always the biggest obstacle but that the request would be taken under advisement to determine what could be done.

COMMITTEE REPORTS:

PUBLIC SERVICES & COUNTY PLANNING

Committee Chairman Schofield announced that the groundbreaking for the Museum project was scheduled for Monday, May 21, 2012.

RESOLUTIONS/PROCLAMATIONS:

RESOLUTION NO. 25-2011/12

The Clerk published the title of Resolution No. 25-2011/12: A Resolution To Approve A Multi-Jurisdictional Agreement Requested By The Florence County Sheriff And Authorizing The County Administrator To Execute Said Agreement. Councilman Culberson made a motion Council approve the Resolution as presented. Councilman Anderson seconded the motion, which was approved unanimously.

RESOLUTION NO. 26-2011/12

The Clerk published the title of Resolution No. 26-2011/12: 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. Councilman Culberson made a motion Council approve the Resolution as presented. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCES IN POSITION:

ORDINANCE NO. 21-2011/12 – THIRD READING DEFERRED

The Chairman stated third reading of Ordinance No. 21-2011/12 would be deferred: 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 – THIRD 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 third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 23-2011/12 – THIRD 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, To Authorize The Expansion Of The Boundaries Of The Park And Other Matters Related Thereto. Councilman Anderson made a motion Council approve third reading of the Ordinance. Councilman Culberson seconded the motion, which was approved unanimously.

ORDINANCE NO. 25-2011/12 – SECOND READING

The Clerk published the title of Ordinance No. 25-2011/12: 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. Councilman Schofield made a motion Council approve second 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. (The sign-in sheets are attached and incorporated by reference.)

ORDINANCE NO. 26-2011/12 – SECOND READING

The Clerk published the title of Ordinance No. 26-2011/12: An Ordinance To Ratify FY12 Budget And Grant Council Actions Previously Authorized By Council And Other Matters Related Thereto. Councilman Schofield made a motion Council approve second reading of the Ordinance. Councilman Poston seconded the motion, which was approved unanimously.

ORDINANCE NO. 27-2011/12 – SECOND READING DEFERRED

The Chairman stated second reading of Ordinance No. 27-2011/12 would be deferred: 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.

ORDINANCE NO. 01-2012/13 – SECOND READING

The Clerk published the title of 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. Councilman Schofield made a motion to approve second reading for discussion purposes. Councilman Poston seconded the motion. Chairman Smith stated he thought the concern on Council was that there was a millage increase included in the budget but there was not sufficient support by Council to approve that. Chairman Smith offered an amendment: Amend Ordinance No. 01-2012/13 To Amend Section 1.D. To Provide That The Florence County Mill Levy For FY13 Is 68.9 Mills, Contingent Upon The Receipt Of Sufficient Funding From The General Assembly In The Local Government Fund So That The Funding Set Forth In Section 1.E. Is Fully Met. Councilman Schofield made a motion to approve the Amendment. Councilman Culberson seconded the motion, which was approved unanimously. Councilman Schofield made a motion to approve second reading of the Ordinance as amended. Councilman Anderson seconded the motion, which was approved unanimously.

ORDINANCE NO. 28-2011/12 – INTRODUCED

The Clerk published the title of Ordinance No. 28-2011/12 and the Chairman declared the Ordinance introduced: 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.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

COMMISSION ON ALCOHOL & DRUG ABUSE

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

REPORTS TO COUNCIL:

ADMINISTRATION

MONTHLY FINANCIAL REPORTS

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

EMERGENCY MANAGEMENT/PROCUREMENT

SOLE SOURCE PROCUREMENT AWARD

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

FINANCE

RFP EVALUATION PANEL APPOINTMENT

Chairman Smith Appointed Councilman Schofield To Serve On The RFP Evaluation Panel For The External Audit Contract.

RECREATION/PROCUREMENT

AWARD OF BID #12-11/12

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

SHERIFF'S OFFICE/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Schofield made a motion Council Declare One (1) Handgun, A Glock SF Serial Number PAU091, As Surplus Property For The Purpose Of Awarding To A Retiring Employee. Councilman Anderson seconded the motion, which was approved unanimously.

The following two (2) items were additions to the Agenda:

SHERIFF'S OFFICE/PROCUREMENT

DECLARATION OF SURPLUS PROPERTY

Councilman Anderson made a motion Council Declare One (1) Handgun, A Glock 21 SF Serial Number PAU119, As Surplus Property For The Purpose Of Awarding It To A Retiring Employee. Councilman Bradley seconded the motion, which was approved unanimously.

SHERIFF'S OFFICE/PROCUREMENT

SOLE SOURCE PROCUREMENT

Councilman Schofield made a motion Council Authorize The Award Of A Sole Source Procurement To Madden Associates For Two (2) ELSAG MPH900 Car Tag Readers In The Amount Of \$46,248 To Be Funded From Florence County Sheriff's Office Departmental Funds. Councilman Anderson seconded the motion, which was approved unanimously.

OTHER BUSINESS:

INFRASTRUCTURE/UTILITY

PDCAP WEED AND SEED SAFE HAVEN

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

ROAD SYSTEM MAINTENANCE FEE (RSMF)

CHRISTY LANE

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

COOPER LANE

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$8,910 From Council District 7 RSMF Funding Allocation To Pay For Additional Crushed Asphalt For Cooper Lane. Councilman Anderson seconded the motion, which was approved unanimously.

UTILITY

TOWN OF OLANTA

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

WILLIAMS MIDDLE SCHOOL

Councilman Bradley made a motion Council Approve The 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 Was Needed To Complete The Project.)* Councilman Anderson seconded the motion, which was approved unanimously.

The following three (3) items were additions to the Agenda:

PROSPECT FIELD

Councilman Poston made a motion Council Approve The Expenditure Of Up To \$300 From Council District 2 Utility Funding Allocation For Electrical Upgrades At Prospect Field. Councilman Rodgers seconded the motion, which was approved unanimously.

AMERICAN LEGION STADIUM

Councilman Bradley made a motion Council Approve The Expenditure Of Up To \$3,712.50 From Council Districts 6 and 7 Infrastructure Funding Allocations (\$Approximately \$1,856.25 From Each District) For American Legion Stadium Parking Lot. *(The Total Project Cost Was \$7,425; 50% Of The Total Cost To Be Funded By The City Of Florence.)* Councilman Culberson seconded the motion, which was approved unanimously.

MAY FLY 2012

Councilman Schofield made a motion Council Approve Additional Funding In The Amount Of \$4,999 For May Fly 2012 From The Local Hospitality Tax Fund. Councilman Culberson 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, For Legal Advice, Economic Development Matter, Real Property Acquisition And A Personnel Issue. Councilman Kirby seconded the motion, which was approved unanimously.

Council entered executive session at 9:36 a.m. Council reconvened at 10:57 a.m.

ORDINANCE NO. 29-2011/12 – INTRODUCED BY TITLE ONLY

The Chairman published the title of Ordinance No. 29-2011/12 and declared the Ordinance introduced by title only: An Ordinance Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Warehouse, And Other Matters Related Thereto.

ORDINANCE NO. 30-2011/12 – INTRODUCED BY TITLE ONLY

The Chairman published the title of Ordinance No. 30-2011/12 and declared the Ordinance introduced by title only: An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Florence County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of *Ad Valorem* Taxation; And Other Matters Related Thereto.

ORDINANCE NO. 31-2011/12 – INTRODUCED BY TITLE ONLY

The Chairman published the title of Ordinance No. 31-2011/12 and declared the Ordinance introduced by title only: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood, And Other Matters Related Thereto.

LEASE AGREEMENT – JAMES M. WARD

Councilman Kirby made a motion Council Authorize The County Administrator To Execute A Lease Agreement Between Florence County And James M. Ward For Property Known As Piney Grove Park, 1300 Piney Grove Road, Timmonsville, SC, Tax Map No. 00020-04-101 For Recreational Activities. Councilman Anderson seconded the motion, which was approved unanimously.

LETTER OF RESIGNATION

Chairman Smith published in its entirety a letter of resignation from Florence County Councilman Johnnie D. Rodgers, Jr., District 5, effective June 29, 2012. (The letter is attached and incorporated by reference.)

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

PUBLIC HEARING

May 17, 2012

ORDINANCE NO. 26-2011/12

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

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

cut

PUBLIC HEARING

May 17, 2012

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 Appropriate Thereof; To Provide For Revenues For The Payment Thereof; And To Provide For Other Matters Related Thereto.

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

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

Waymon Mumford
District 7
Vice-Chairman

H. Morris Anderson
District 9
Secretary/Chaplain

Thomas B. Robinson
County Administrator

Connie Y. Haselden
Clerk to Council



FLORENCE COUNTY COUNCIL

Council Members

Mitchell Kirby
District 4

Russell W. Culberson
District 6

Johnnie D. Rodgers, Jr.
District 5

Alphonso Bradley
District 3

James T. Schofield
District 8

Roger M. Poston
District 2

May 17, 2012

The Honorable K. G. Rusty Smith, Jr.
Florence County Council Chairman
180 North Irby Street, MSC-G
Florence, South Carolina 29501

Dear Rusty,


It is with a heavy heart that I submit this letter to you and ask that you please accept this letter as my official resignation from Florence County Council, effective June 29, 2012. Declining health prevents me from participating fully in many of the functions I consider important in serving my constituents.

It has been an honor and a privilege for me to serve on the Florence County Council, representing the citizens of Council District 5. For over ten years, I have diligently striven to represent my constituency and implement policy that would benefit the greater whole, not just a select few. I appreciate the opportunity given and the confidence placed in me to continuously serve since October 2001.

I have enjoyed serving with the members of the Florence County Council. I sincerely appreciate your support and encouragement during the past year as I struggled with heart problems. I encourage you to continue to bring about local legislation that will further enhance the quality of life for the citizens of this great County. Please don't hesitate to contact me if I can ever be of service to you.

With kindest regards, I remain

Very truly yours,


Johnnie D. Rodgers, Jr.

Cc: Florence County Council Members
Thomas B. Robinson, County Administrator
Bonnie K. Andrews, Human Resources Director

FLORENCE COUNTY COUNCIL

June 21, 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. 28-2011/12

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.

B. ORDINANCE NO. 29-2011/12

An Ordinance Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Warehouse, And Other Matters Related Thereto.

C. ORDINANCE NO. 30-2011/12

An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Florence County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of *Ad Valorem* Taxation, And Other Matters Related Thereto.

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Appearances Before Council
Henry M. Anderson, Jr.
Florence Soccer Association

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mr. Anderson Requests To Appear Before Council To Present A Proposal Concerning
New Soccer Fields.

ATTACHMENT:

A Copy of the Request To Appear.

ANDERSON LAW FIRM, P.A.

HENRY M. ANDERSON, JR.

265 WEST EVANS STREET
FLORENCE, SOUTH CAROLINA 29501-3464

POST OFFICE BOX 1904
FLORENCE, SC 29503-1904

PHONE (843) 665-4300
FAX (843) 665-5511

May 20, 2012

Via Facsimile: 843-665-3042
Attention: Connie Y. Haselden
Clerk to County Council
180 N. Irby St., MSC-G
Florence, SC 29501

RE: Florence Soccer Association

Dear Connie:

Please be advised that I would like to present a proposal to the Florence County Council. I would like County Council to consider helping us buy some new soccer fields. Soccer has not only become a very popular sport in South Carolina but also the entire United States as well as the world. We presently have a facility at ESAB. We also practice and play games over at the old S&W field. The Florence Soccer Association presently has members from several neighboring counties including, Darlington County, Sumter County as well as Marion County. I believe that this is a tremendous opportunity, not only to bring in additional revenue for the County but it would also be a program that could help attract more business to Florence County. Of course, the bottom line would be that it would help many young boys as well as young girls.

I would like to request some time during the next Council meeting to represent the proposal. We have talked with the Bruce and Lee Foundation. I have been told that they are willing to support us, however they would much rather have a more stable name behind the program than the Florence Soccer Association. I have also talked with Joe Eason. He is with the Florence County recreation department. I look forward to hearing from you soon.

With kindest personal regards, I am

Sincerely,



Henry M. Anderson, Jr.

cec

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Appearances Before Council
 Holly Beaumier
 Florence Convention and Visitors Bureau

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Mrs. Beaumier Requests To Appear Before Council To Present Information On Area Tourism And Discuss Developments Within the Florence Convention and Visitors Bureau.

ATTACHMENT:

A Copy of the Request To Appear.



TO: Connie Haselden

FROM: Holly Beaumier

DATE: 6/8/2012

RE: Request to present to council

MESSAGE:

The Florence Convention and Visitors Bureau would like to request an opportunity to meet with the County Council to present information on area tourism and to discuss developments within the Florence Convention and Visitors Bureau.

Florence Convention and Visitors Bureau
3290 W. Radio Drive
Florence, SC 29501

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Presentation of Resolution of Recognition
Lisa Castles, P.A.

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve And Present A Resolution Of Appreciation And Recognition To Lisa Castles, P.A. For Her Admirable Professional Achievement And Her Commendable Service To Her Patients And Her Community.

ATTACHMENTS:

Copy Of Proposed Resolution.

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

**RESOLUTION OF APPRECIATION
AND RECOGNITION**

WHEREAS, Florence County Council seeks to recognize outstanding individuals in the community that tirelessly and consistently serve its citizenry; and,

WHEREAS, **Lisa Castles**, a 1996 graduate of the Medical University of South Carolina and Physician Assistant with Pee Dee Family Practice for fifteen years, compassionately and diligently serves the citizens of Florence County; and,

WHEREAS, Mrs. Castles has served on numerous committees/civic organizations, including TCA Board Member, Lake City Junior Women's Club Member, Lake City Homeowner's Association, Lake City First Baptist Church Member, MUSC PA Advisory/Admissions Council, TCA PTO Member and Secretary; and,

WHEREAS, her knowledge, skills, and compassion are steadfastly focused on providing the best possible medical care for patients and working to enhance the quality of life for all individuals in the community; and,

WHEREAS, Mrs. Castles' personal commitment of time and effort embodies the image of the true professional care giver and she is an exceptional role model for others to emulate.

NOW, THEREFORE, BE IT RESOLVED, by the Florence County Council, the governing body of Florence County, that **LISA CASTLES, P.A.** richly deserves recognition for her admirable professional achievement and commendable service to her patients and her community.

Presented this 21st day of June, 2012.

THE FLORENCE COUNTY COUNCIL:

K. G. Rusty Smith, Jr., Chairman

Johnnie D. Rodgers, Jr., Council District 5

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Resolution No. 29-2011/12

DEPARTMENT: Florence County Sheriff's Office

ISSUE UNDER CONSIDERATION:

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

POINTS TO CONSIDER:

1. Section 23-20-30, SC Code of Laws 1976, authorizes law enforcement agencies 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 and a Narcotics Enforcement Agreement with the City of Columbia Police Department.

OPTIONS:

1. *(Recommended)* Approve Resolution No. 29-2011/12
2. Provide An Alternate Directive

ATTACHMENT:

1. Resolution No. 29-2011/12
2. City of Columbia Police Department Multi-jurisdictional agreement.
3. City of Columbia Narcotics Enforcement Agreement

Sponsor(s) : Sheriff's Office
Adopted: : June 21, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 29-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

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

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

Council approves a Multi-jurisdictional Agreement and Narcotics Enforcement Agreement with the City of Columbia and authorizes the County Administrator to execute said agreements.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K. G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:



City of Columbia Police Department

"The Positive Difference"

*Randy Scott
Chief of Police*

May 11, 2012

Sheriff Kenney Boone
Florence County Sheriff's Office
6719 Friendfield Road
Effingham, South Carolina 29541

Dear Sheriff Boone,

Please find enclosed a proposed Mutual Aid Agreement and Narcotics Agreement (both in duplicate originals) between the City of the Columbia, the Columbia Police Department, and your agency. The Columbia City Council approved this agreement on February 7, 2012. Resolution No.: R-2012-009 is also attached.

Upon approval, if desired, please execute both duplicate originals of the Mutual Aid Agreement and the Narcotics Agreement, and send one of each to:

Chief Randy Scott
City of Columbia Police Department
1 Justice Square
Columbia, SC 29201
Attn: Assistant Chief Leslie Wiser, Jr.

Any questions may be directed to Assistant Chief Leslie Wiser, Jr. at (803) 545-3504.

Sincerely,

Randy Scott, Chief of Police
City of Columbia Police Department
803-545-3509
rscott@columbiasc.net

LGW/sll

Enclosures: 5

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2012-009


*Authorizing the City Manager and Chief of Police to execute
Mutual Aid Agreements and Narcotics Enforcement Agreements between the
City of Columbia and the City of Columbia Police Department
and thirty-five (35) South Carolina Law Enforcement Agencies*

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 7th day of February, 2012, that the City Manager and the Chief of Police are hereby authorized to execute the attached Mutual Aid Agreements and Narcotics Enforcement Agreements, or in a form approved by the City Attorney if non-material terms are amended, for the uses and purposes therein mentioned, between the City of Columbia and the City of Columbia Police Department and the thirty-five (35) South Carolina Law Enforcement Agencies referenced on the attached list.

Requested by:

Randy Scott, Chief of Police

Approved by:


City Manager

Approved as to form:

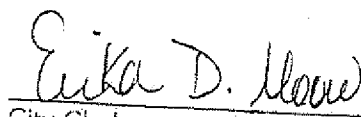

City Attorney

Introduced: 2/7/2012

Final Reading: 2/7/2012


Mayor

ATTEST:


City Clerk

)

—

—

(

b

1C

ie

•

—

...

2. 1

- d. Mass processing of arrests
- e. Transporting prisoners
- f. Operating temporary detention facilities
- g. Vehicular pursuits

3. Primary Responsibility. It is agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance.

4. Procedure for Requesting Mutual Aid.

a. Request. A request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency requiring such assistance. The request shall include a description of the situation creating the need for assistance, the number of law enforcement officers requested, the location to which the personnel are to be dispatched, and the officer in charge at such location.

b. Reply. A reply to any request for assistance shall only be made by the Sheriff or Chief of Police, if available, and otherwise by the senior duty officer of the law enforcement agency whose assistance is requested. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.

c. Officer-In-Charge. The personnel temporarily transferred or assigned by the assisting law enforcement agency shall report to the Officer-In-Charge of the requesting law enforcement agency at the designated location or by way of radio contact and shall be subject to the orders and commands of that official. The assisting law enforcement officers shall exert their best efforts to cooperate with and aid the requesting law enforcement agency.

d. Release. The law enforcement officers temporarily transferred or assigned shall be released by the Officer-In-Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

6. Radio Communication. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of the State regional radio channel system, unless a radio channel that is mutually shared by the parties hereto is otherwise available.

7. Compensation and Reimbursement. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bear the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. The host agency will provide the facilities for law enforcement operations and will designate its location at the time assistance is requested.

9. Records. The requesting law enforcement agency shall be primarily responsible to maintain records relating to the incident for which assistance has been requested. However, each law enforcement agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction including, but not limited to, incident reports, records of the application or execution of an arrest or search warrant, incident reports for arrests made by its personnel, uniform traffic tickets issued, and use of force forms. Each party shall make these records available to the other party upon request and without cost.

10. Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond, if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

11. Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.

12. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

13. No Indemnification or Third-Party Rights. 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 a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

14. Other Agreements and Investigations. This Agreement shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations.

15. Modification. This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

16. Duration. This Agreement will continue in effect until terminated by one of the parties.

17. Termination. This Agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below.

WITNESSES:

City of Columbia, South Carolina

By: [Signature]
City Manager

Date: _____

By: [Signature]
Police Chief

Date: 04-19-2012

Florence County Sheriff's Office

By: _____
Sheriff

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTIES OF RICHLAND)
AND FLORENCE) NARCOTICS ENFORCEMENT
) AGREEMENT

This agreement is made and entered by and between the City of Columbia, South Carolina for itself and the City of Columbia Police Department, the Florence County Sheriff's Office, and Florence County, South Carolina, and shall be effective on the date that the agreement has been signed by all parties and approved by their governing bodies.

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

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 investigating the illegal use of controlled substances and related crimes by this sharing of personnel and resources; and,

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, S.C. Code Ann. §5-7-120 authorizes municipalities to send law enforcement officers to other political subdivisions; and,

WHEREAS, S.C. Code Ann. §6-1-20 authorizes counties and municipalities to enter into contractual agreements with each other to provide for joint facilities and services; and,

WHEREAS, S.C. Code Ann. §17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges and immunities, including coverage under the workers compensation laws and tort liability coverage obtained pursuant to the provision of Chapter 78 of Title 15 of the South Carolina Code of Laws, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction; and,

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

WHEREAS, S.C. Code Ann. §23-1-215 authorizes agreements between multiple law enforcement jurisdictions for purposes of criminal investigations; and,

WHEREAS, S.C. Code Ann. § 23-20-10 et seq. authorizes law enforcement agencies to enter into contractual agreements with other law enforcement providers as needed for the proper and prudent exercise of public safety functions; and,

WHEREAS, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The parties request law enforcement assistance each from the other for the investigation of criminal activity involving illegal narcotics and related activities in their jurisdictions and by this document agree to provide the same, including, as necessary, the temporary assignment of its law enforcement officers on the conditions set out below.
2. Term and Renewal. This agreement shall become effective on the date it is signed by the authorized representatives of both parties and approved by their governing bodies and shall continue in effect until the last day of the calendar year in which it is signed. Thereafter, it shall automatically renew for additional one year terms unless terminated by either party.
3. Consent and Request to Send Officers to Assist. Approval by the governing bodies of the respective jurisdictions and the execution of this agreement by the authorized officials of each party constitutes an agreement by the parties to provide law enforcement assistance, as they are able, upon the request of the other party to this agreement. If such request is made, the requested party must determine whether its resources at that time permit it to render the requested assistance and there shall be no right of action by one party against another for the failure to provide assistance as requested.

If such a request is made, officers of the entering agency will work under the supervision of the host agency. The host agency will be responsible for obtaining any warrants for searches, seizures or arrests and will prepare and maintain records related to the matters investigated, including incident reports, warrants, property records and chain of evidence forms. However, the entering agency shall maintain records of activities of its personnel that would generate records in its own jurisdiction. Each party shall make these records available to the other party upon request and without cost.
4. Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, all authority, jurisdiction, rights, immunities and privileges, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the parties' duly qualified law enforcement officers acting within any portion of the jurisdiction of either party while providing law enforcement services related in any manner to this agreement. Local ordinances

adopted by one jurisdiction shall not be deemed extended into areas outside its territorial limits.

5. Costs. Each party shall bear its own costs incurred in the performance of its obligations hereunder unless otherwise agreed in writing.
6. No Indemnification or Third-Party Rights. 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 provisions 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. Bond Related Matters. The bond, if any, for any officers operating under this agreement shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regular employed officers of that municipality.
8. Insurance. Each party shall maintain such insurance coverage for general liability, workers' compensation and other such coverage as may be required by law or deemed advisable by the party.
9. Equipment and Facilities. Each party shall supply the equipment for its law enforcement officers and shall bear the risk of its damage or loss; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. The host agency will provide the facilities for law enforcement operations and will designate its location at the time assistance is requested.
10. Compensation and Reimbursement. This agreement shall in no manner affect 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 agency where they are permanently employed.

The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

11. Officers Assigned and Authority. The Chief Law Enforcement Officer for each participating agency, or his designee, will select individuals to perform duties pursuant to this agreement. The names of those selected to participate will be provided to the other agency.

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

12. Asset Forfeiture. The parties agree to divide the proceeds of any seizure and resultant asset forfeiture as provided by equity and law. Such division will be set out in a court order as prepared by the proper Circuit Solicitor based upon the facts of the individual seizure.
13. Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of the circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, cost, damages or verdicts incurred by the other party in such a legal action.
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. Termination and Amendment. The participation of either party may be terminated by providing written notice to the other party. Such termination will become effective upon receipt by the other party. This agreement may be amended by a written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the dates shown below:

WITNESSES:

City of Columbia, South Carolina

By: _____

City Manager

Date: _____

By: _____

Police Chief

Date: _____

04-19-2012

Florence County Sheriff's Office

By: _____

Sheriff

Date: _____

Florence County, South Carolina

By: _____

Chief Executive Officer

Date: _____

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Resolution No. 30-2011/12

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project Wood.)

OPTIONS:

1. *(Recommended)* Approve Resolution No. 30-2011/12.
2. Provide an alternate directive.

ATTACHMENTS:

Resolution No. 30-2011/12.

Sponsor(s)/Department : Economic Development
Adopted: : June 21, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A

RESOLUTION NO. 30-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Inducement Resolution Providing For A Fee In Lieu Of Tax Agreement Between Florence County And Project Wood.)

WHEREAS:

1. Florence County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes through which powers the industrial development of the State of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and the County and thus to utilize and employ the manpower, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and
2. Project Wood, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to expand a manufacturing facility in the County (the "Project"); and
3. The Project is anticipated to result in an investment of approximately \$150,000,000 over eight to ten years in the County; and
4. The Company has requested that the County enter into a Fee Agreement, thereby providing for a fee in lieu of tax ("FILOT") and infrastructure and/or special source revenue credits ("SSRCs") with respect to the Project; and
5. The County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and
6. Pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended and Article VIII, Section 13 of the South Carolina Constitution, the County agrees to use its best efforts to ensure that the Project is located in a multi-county industrial and business park established, or to be established, by the County (the "Park") pursuant to a

qualifying agreement with one or more contiguous South Carolina counties (the "Park Agreement").

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

Section 1. The County Council hereby finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and the inducement of the location of the Project within South Carolina is of paramount importance and the benefits of the Project to the public are greater than the cost (which latter finding has been made using an appropriate cost-benefit analysis); and (iv) it has evaluated the Project considering all relevant and required factors, including, but not limited to, the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County, and all other criteria prescribed by law.

Section 2. The County hereby agrees to enter into a fee in lieu of tax arrangement with the Company under the Act. The County agrees to provide for a fee in lieu of *ad valorem* taxes ("FILOT") for a period of 30 years for each component of the Project placed in service during the investment period (the "FILOT Term") under the Act, provided that the statutory minimum investment is achieved. The FILOT shall be calculated using a 6% assessment ratio and a fixed millage rate equal to the lowest millage rate allowable under the Act for a period of 30 years, for each component of the Project placed in service during the investment period. The parties understand that the applicable millage rate is 314.7 mills, the rate in effect on June 30, 2011. The County further authorizes a five-year extension of the initial investment period, which shall be described in more detail in the Fee Agreement. The FILOT arrangement shall apply to all property eligible as economic development property under the Act, including previously taxed property by virtue of Section 12-44-110 of the Act.

Section 3. Pursuant to Section 12-44-50(A)(1)(c)(i), the County agrees that the Company may elect to have its real property valued at fair market value for purposes of the Fee Agreement as determined by appraisal as if such property were not subject to the FILOT arrangement. In addition, pursuant to Section 12-44-50(A)(3), the Company may elect to utilize an alternative payment stream yielding a net present value of the fee schedule that would be in effect absent the use of the alternative payment method.

Section 4. The County agrees to extend the investment period and term of any existing FILOT arrangements applicable to the Company's investment in the County to the maximum extent permitted by South Carolina law.

Section 5. The SSRCs shall be structured to provide an annual credit against the FILOT payments generated by all capital purchases by the Company as reflected on the Company's returns, commencing in the property tax year beginning October 1, 2011 (including those generated as a result of the location of this Project in a multi-county business park). The SSRCs shall be 25% for any year in which the total investment in the Project (as reflected on the Company's fee in lieu of

taxes and any regular property tax returns without regard to depreciation, commencing with the investments in property tax year 2012 plus all investments thereafter) is at least a total of \$45,000,000, increasing to 50% for any year in which the total investment in the Project is at least \$100,000,000. At its election, the Company shall be eligible for a 25% SSRC for the first five years regardless of whether the investment thresholds are satisfied, provided that if the Company claims the 25% SSRC and does not reach an investment of \$45,000,000 by the end of the initial investment period (without regard to any extension), then a pro rata repayment of the SSRCs shall apply. Once the Company reaches the \$100,000,000 investment level, the SSRC shall increase to 50% and shall apply as long as the Company maintains such investment level (without regard to depreciation). If the investment level, once reached, drops below the required \$100,000,000 minimum, the SSRC shall be reduced to 25% as long as the investment is at least \$45,000,000. The SSRC will be increased again to 50% in subsequent years if the minimum \$100,000,000 investment level is reached again.

Section 6. The further details of the FILOT and the SSRCs shall be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 7. The County agrees to use its best efforts to ensure that the Property is already located in or to include the Property in a Park for at least the longer of a 30-year period or the period of time the FILOT arrangement is in place.

Section 8. This resolution shall constitute an inducement resolution for this Project within the meaning of the Act.

Section 9. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

ATTEST:

Connie Y. Haselden, Council Clerk

SIGNED

K.G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

FLORENCE COUNTY COUNCIL MEETING

June 21, 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:

OPPOSED:

ABSENT:

Approved as to Form and Content

D. Malloy McEachin, Jr., County Attorney



FLORENCE COUNTY SCHOOL DISTRICT THREE

Post Office Drawer 1389 • 125 S. Blanding Street

Lake City, South Carolina 29560

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

www.florence3.k12.sc.us

December 2, 2011

County Councilman K.G. "Rusty" Smith

P.O. Box 369

Lake City, South Carolina 29560

Re: Building Acquisition

Dear Councilman Smith:

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

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

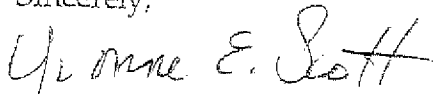
FCSD3 makes every effort to assist families within the FCSD3 attendance zones who are experiencing hardship due to circumstances beyond their control. Many of our families are homeless due to economic circumstances or as a result of losing their home in a fire. As the winter approaches, families are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

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

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

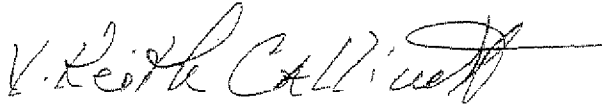
Your immediate attention and consideration to our request is greatly needed and appreciated. Thank you in advance. You may contact me at (843) 374-8652 or yvscott@florence3.k12.sc.us, if you have questions or concerns.

Sincerely,



Yvonne E. Scott

Senior Director of Student Services



Dr. V. Keith Callicutt, Interim Superintendent, FCSD3

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

Title Not Certified By D. Malloy McEachin, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE) QUIT CLAIM DEED

Grantee's Address:

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

All that certain lot of land situate on the Western side of Epps Street, in the City of Lake City, County of Florence, State of South Carolina, being shown and designated as Lot No. 2 on a plat of the Anderson Heirs' property in Lake City, made by Ebert E. Floyd, Surveyor, November 7, 1958. Said lot of land, according to said plat, is described as follows: Beginning at a point in the Western margin of Epps Street 289.25 feet South of the intersection of Epps Street and John Street, thence running along said Epps Street S.41 degrees 45 minutes West 149.25 feet to a point; thence running N.45 degrees 14 minutes West 224.4 feet to a point; thence running N.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

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named , K. G. Smith, Jr., Chairman, Florence County Council, seal and, as her act and deed, deliver the within written Deed for the uses and purposes therein mentioned, and that (s)he with the below signed Notary Public witnessed the execution thereof.

SWORN to before me this _____
day of February, 2012

_____(SEAL)
Notary Public for
My Commission Expires: _____

012

_____(SEAL)

Expires: _____

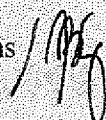
DRAFT

FLORENCE COUNTY COUNCIL MEETING

Thursday, June 21, 2012

AGENDA ITEM: Ordinance No. 25-2011/12
Third 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
Block 06, Parcels 001-004, 006-009
50006, Block 01, Parcels 001-003, 011-015, 019, Block 03, Parcels 004, 005
Block 04, Parcels 001-003, 008-012
Block 05, Parcels 001-008, 010, 011
Block 06, Parcels 001-009
Block 07, Parcels 001-003,
Block 08, Parcels 007-009
Block 09, Parcels 004, 005, 010, 011
Block 10, Parcels 005-008, 010
Block 11, Parcels 001, 008, 010-013
Block 12, Parcels 004, 005, 009, 011
50007, Block 04, Parcels 001-004, 006-009, Block 06, Parcels 002-005, 007

COUNCIL DISTRICT(S): 2; County Council

OWNER(S) OF RECORD: See Property Owners' Information Attached

APPLICANT: The City of Johnsonville's City Council o/b/o
City of Johnsonville and Property Owners

LAND AREA: Approx. 207.04 acres

WATER /SEWER AVAILABILITY: Water and sewer services are provided by the City
of Johnsonville.

**ADJACENT WATERWAYS/
BODIES OF WATER:** None

FLOOD ZONE: N/A

STAFF ANALYSIS:

1. Existing Land Use and Zoning:

The subject properties are currently occupied by residential, school, educational support, and commercial uses, along with wooded and vacant properties.

The subject properties are currently zoned R-3, Single-Family Residential District.

2. Proposed Land Use and Zoning:

There have been no proposals submitted for the development of new land uses or the redevelopment of the existing land uses at this time.

The request is to zone the properties to an R-3A, Single-Family Residential Zoning District.

3. Surrounding Land Use and Zoning:

North: Residential, commercial, wooded, vacant/R-2/R-4/R-5/B-2/B-4/City of Johnsonville

South: Residential, commercial, wooded, vacant/R-2/R-4/B-2/B-4/B-6/City of Johnsonville

West: Residential, industrial, wooded, /R-2/R-4/B-5/B-6/City of Johnsonville

East: Commercial, vacant/B-2/B-4/City of Johnsonville

4. Transportation Access and Circulation:

Main access and circulation to the subject properties are by way of N. and S. Georgetown Hwy., N. and S. Railroad Street, E. and W. Broadway Street, N. and S. Hampton Streets.

5. Traffic Review:

The rezoning of the subject properties will not have an effect on traffic flow for the area.

6. Florence County Comprehensive Plan:

The subject properties are located in the following land use designations-Residential Preservation, Suburban Development and Public Facilities- according to the Land Use Map of the Comprehensive Plan

The Land Use Element of the Comprehensive Plan establishes criteria for each of the above-referenced land use designations as follows:

Residential Preservation (RP) – Protect and sustain existing low density single-family residential areas, including property values and amenities, and provide for the growth of suburban or developing rural areas consisting of single-family homes and their accessory uses. (Zoning Districts Permitted: R-1, R-2, R-3, PD)

Suburban Development (SD) – Provide areas in suburban settings that are expected to have increasing community significance with opportunities for residential, commercial, and institutional uses that enhance the area as a whole. (Zoning Districts Permitted: R-2, R-3, R-4, B-1, B-2, RU-1, PD)

Public Facilities (PF) – Provide areas that local, state, or federal government maintained areas for public interest uses including, but not limited to water and sewer facilities, offices, recreation facilities, law enforcement, emergency response facilities and schools. (Zoning District Permitted: All Districts)

The zoning amendment request for the rezoning of the subject properties in the City of Johnsonville to an R-3A, Single-Family Residential District does comply with the Land Use Map and Land Use Element of the Comprehensive Plan.

7. Chapter 30-Zoning Ordinance:

The R-3A, Single-Family Residential District has all the same permitted and conditional uses, excluding manufactured homes and the same setback requirements as the R-3, Single-Family Residential District.

Additionally, the intent of the R-3, Single-Family Residential District is to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.

STAFF RECOMMENDATION:

Staff recommends approval of the zoning amendment request based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

FLORENCE COUNTY PLANNING COMMISSION ACTION-TUESDAY, MARCH 27, 2012:

The Florence County Planning Commission approved the zoning amendment request with a vote of five in favor and one in opposition at the meeting held on Tuesday, March 27, 2012.

FLORENCE COUNTY PLANNING COMMISSION RECOMMENDATION:

The Florence County Planning Commission recommends approval of the zoning amendment request to Florence County Council based on the request being in compliance with the Land Use Map and Land Use Element of the Comprehensive Plan.

Page 4-PC#2012-01



City of Johnsonville
Post Office Box 428
JOHNSONVILLE, SOUTH CAROLINA 29555
TELEPHONE (843) 386-2069
FAX (843) 386-2626

February 13, 2012

Mr. Jay Graham
Florence County Planning and Zoning
518 S. Irby Street
Florence, SC 29501

RR: City of Johnsonville re-zoning request


Dear Mr. Graham:

Please find the attached application requesting that current R-3 zoned properties within the City of Johnsonville be re-zoned to R-3A. This re-zoning will result in these properties being subject to the same restrictions they were under prior to July 1, 2008.

The manufactured home restriction was lifted due to a re-structuring of Florence County Planning and Zoning in 2008. In 2008, the R-3 restrictions were changed as they pertained to the City of Johnsonville, creating a loophole that permitted manufactured homes in these areas. The new, R-3A designation will once again eliminate manufactured homes (mobile homes and doublewides) in these districts.

Johnsonville City Council officially authorized the requested change in session on January 10th, 2012 (resolution attached). Thank you for your assistance with this request, and please let me know if I can offer additional support.

Sincerely,


Scott Tanner/Administrator
City of Johnsonville

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

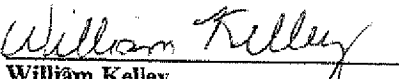
WHEREAS, the City wishes to protect property values in the residential zoned areas of the city limits, and

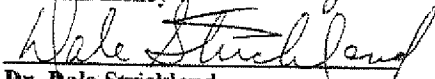
WHEREAS, it is the responsibility of City Council to improve and preserve the current areas of the City designated for residential use,

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.

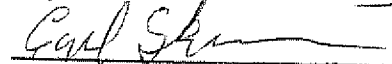

Diane Marsh


William Kelley


Dr. Dale Strickland


Cindy Powell/Clerk/Attest


Mayor Steve Duker


Carl Skinner


Johnny Hannah


David Eaddy

Florence County Planning Department
518 South Irby Street
Florence, South Carolina 29501
Phone (843)676-8600 Fax (843)676-8667
Toll Free Phone (866)258-9232 Toll Free Fax (866)259-2068
ZONING MAP AMENDMENT REQUEST APPLICATION

FOR OFFICE USE ONLY:

Date filed: _____ Request No. _____
Hearing Date: _____ Fee Paid: _____ Notice Published: _____
Planning Commission Recommendation: _____
Date of Recommendation: _____
Florence County Council Action: _____
Date of Action: _____

INSTRUCTIONS

A zoning map amendment may be initiated by the property owner, agent of the property owner(as authorized by the property owner), Planning Commission, or Governing Council. The Florence County Planning Commission must then hold a public hearing. The applicant and/or agent must appear at the hearing to present the case before the Planning Commission. After the Planning Commission has made its recommendation, the issue will then go to Florence County Council.

If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent section.

A \$100.00 fee must accompany this application.

THE APPLICANT (S) HEREBY REQUEST (S) that the property(ies) described below be zoned/rezoned from R-3 to R-3A

[Pertinent zoning district information required here]

THE APPLICANT (S) is/are the () property owner(s), () agent of property owner(s)

APPLICANT (S) (Please print or type):

Name(s): City of Johnsonville
Address: 111 W. BROADWAY ST; JOHNSONVILLE, SC 29555
Telephone Number: 843-386-2069 [work] _____ [home] _____

[Use reverse side if more space is needed]

PROPERTY ADDRESS: See Attachment LIST (106 PROPERTIES)
Tax Map No. _____, Block _____, Parcel _____, Lot _____

Are there Restrictive Covenants on this property that would prohibit the proposed use? ☐ Yes ☒ No
[If yes, a copy must accompany this application.]

Subdivision _____
Plat Book: _____ Page: _____
Lot Dimensions: _____ Area: _____
Zoning District: _____ Zoning Map Page: _____
[Use reverse side if more space is needed]

DESIGNATION OF AGENT [complete only if owner is not applicant]:

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for the zoning map amendment.

Signature: _____ Date: _____

I (we) certify that the information in this request is correct.

Applicant(s) signature: Scott Tinsell Date: 2-12-2012

Printed name: Scott Tinsell / City Administrator Date: 2/12/2012

IV. Proposed Change:

☐ Amendment to Map. It is requested that the property described and shown on the attached site plan be zoned to _____.

☒ Amendment to Map. It is requested that the property described and shown on the attached site plan be rezoned from R-3 to R-3A.

Present use of property: Residential

Proposed use of property: Residential

I certify that I have received and read the attached copy of Section 30-30 Table III: Zoning Setbacks for Residential, Business, and Rural Districts and understand that the property must meet these requirements.

I understand that other conditions such as a bufferyard or special setbacks may also be imposed by the Zoning Ordinance.

Applicant(s) signature: _____ Date: _____

VI. Adjacent Property Owners:

List all property adjacent to the subject property.

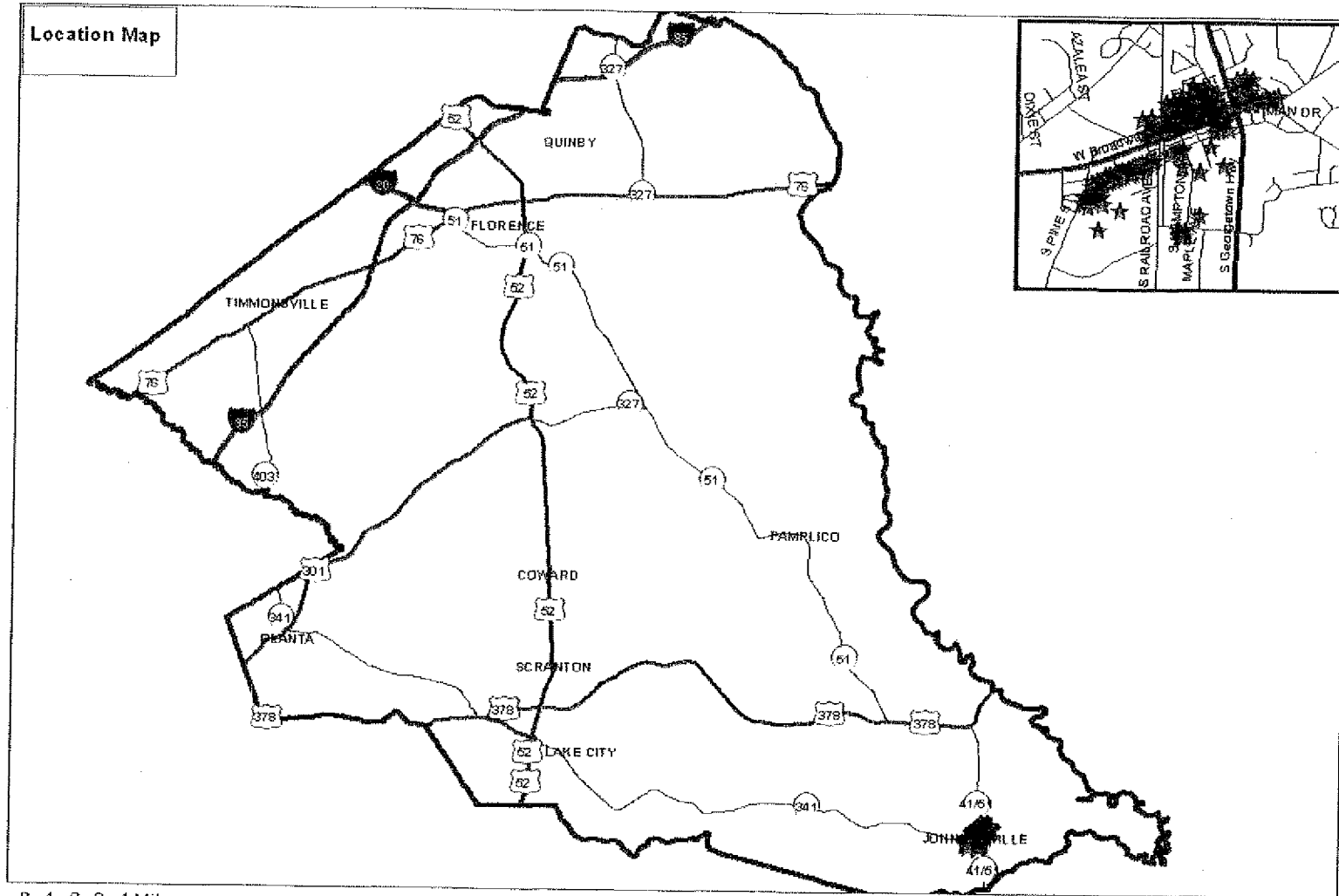
Name	Address	Present Use

I certify that all of the above information including any attachments provided along with this application is true and accurate to the best of my knowledge.


Signature

2-12-12
Date

Location Map



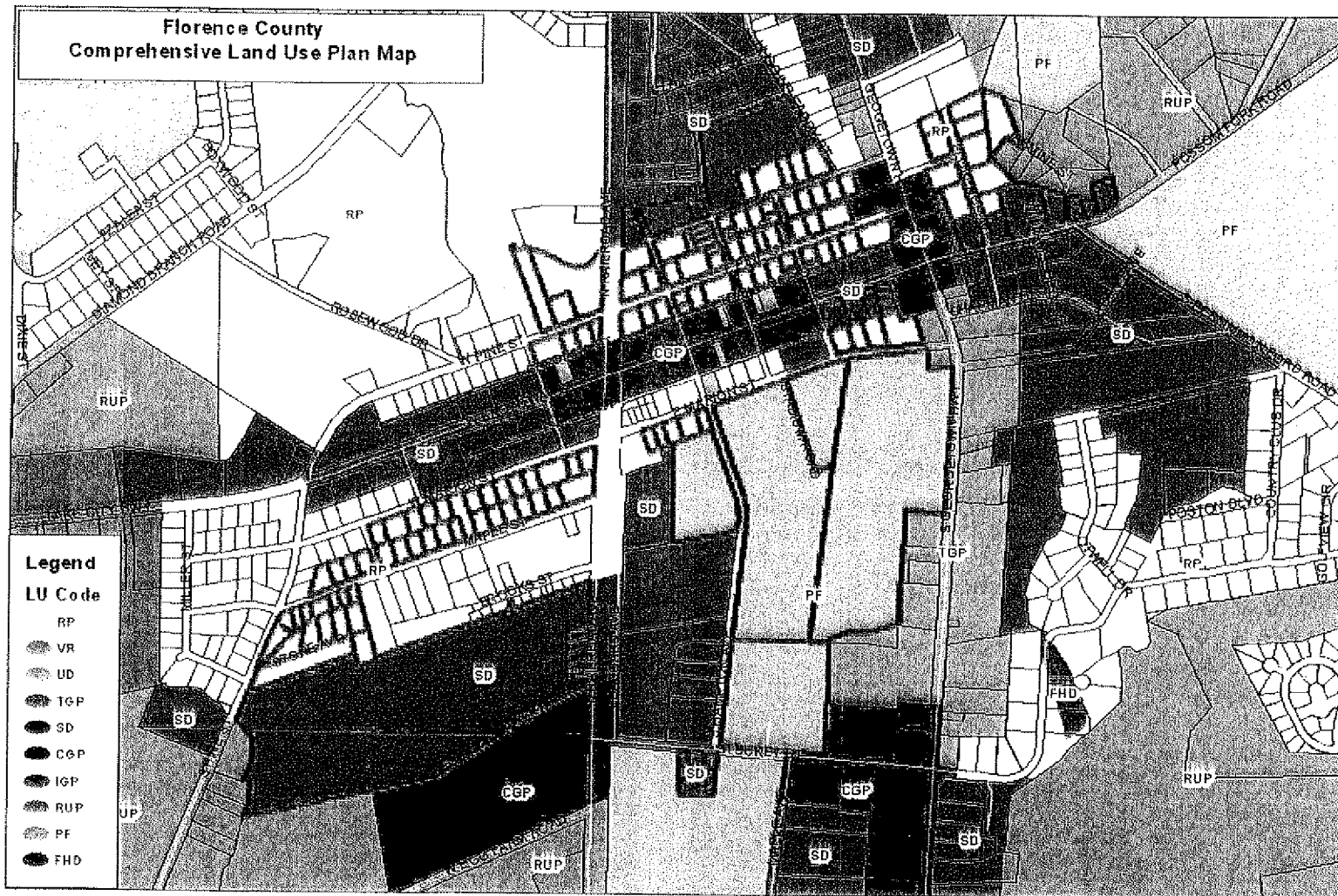
0 1 2 3 4 Miles



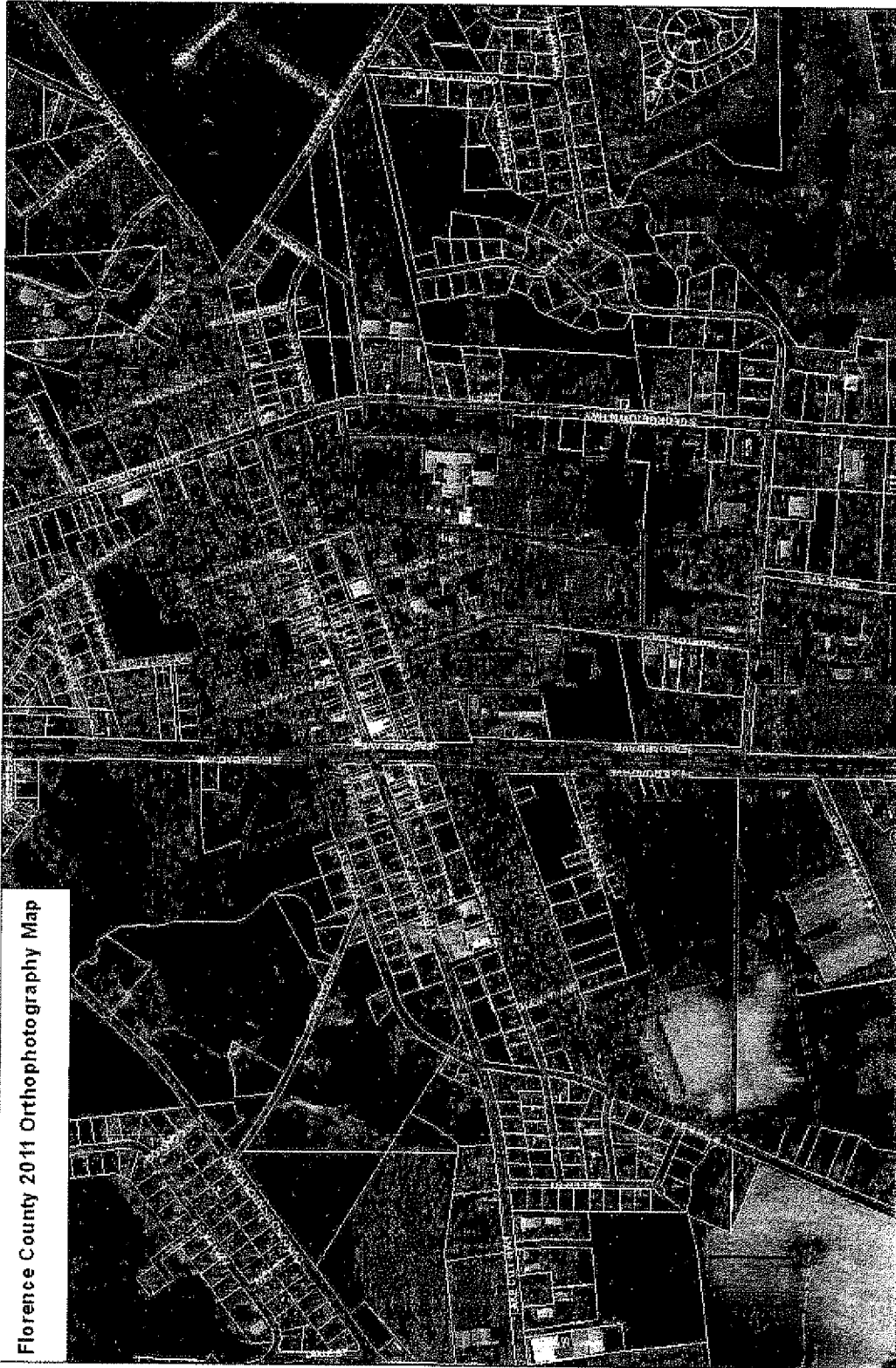
Map Prepared by: RWE
 Copyright 2010: Florence County Planning
 & Building Inspections Department
 Geographic Information Systems
 08/12/2012



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

TMS	OWNERNAME	ADD1	ATTACHMENT "A"	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
00433-05-103	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	EADY 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 HELEN 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 TRUSTEES	15482 CHOPPEE RD	HEMINGWAY	SC29554	50006	5	8	0.137567	44443	510
50006-05-010	MATTHEWS J C & BETTY (LE)	C/O SARA L MARCHMAN PER REP	707 TRIPLE OAK LN	MURRELLS INLET	SC29576	50006	5	10	0.1607	15956	510
50006-05-011	US DEPT OF AGRICULTURE	RURAL DEVELOPMENT	4300 GOODFELLOW BLVD	ST LOUIS	MO63120	50006	5	11	0.206478	39251	510
50006-06-001	ALTMAN ELIZABETH D (LE)	C/O HARRY J ALTMAN	472 COUNTRY CLUB DR	JOHNSONVILLE	SC29555	50006	6	1	0.344368	61119	510
50006-06-002	SAMPIT RIVER INVESTMENTS LLC		894 TROUT ST	GEORGETOWN	SC29440	50006	6	2	0.688698	0	510
50006-06-003	PLAYER GERALD M	PUC ROSA MEZIER	689 S GEORGETOWN HWY	JOHNSONVILLE	SC29555	50006	6	3	0.23388	13440	510
50006-06-004	MARSH SHERVEY L (LE)	MARSH BILLY L &	205 S BLANDING ST	LAKE CITY	SC29560	50006	6	4	0.172178	10291	510
50006-06-005	CRAFT LESLIE L		2401 PIERING DR	LITHONIA	GA30038	50006	6	5	0.172178	9432	510
50006-06-006	GOURDINE WILLIE ALLEN &	GOURDINE RONALD	234 HUGGINS EADDY ST	JOHNSONVILLE	SC29555	50006	6	6	0.172167	15741	510
50006-06-007	ABRAMS THALMER		297 E LAWRIEMORE RD	HEMINGWAY	SC29554	50006	6	7	0.17216	0	510
50006-06-008	ABRAMS THALMER		297 E LAWRIEMORE RD	HEMINGWAY	SC29554	50006	6	8	0.699075	0	510
50006-06-009	ALTMAN CARROLL J		PO BOX 994	JOHNSONVILLE	SC29555	50006	6	9	0.117452	0	510
50006-07-001	OLSEN LAVONIA H		2017 OLD RIVER RD	JOHNSONVILLE	SC29555	50006	7	1	0.530882	0	510
50006-07-002	PONTIUS KAY M		200 E PINE ST	JOHNSONVILLE	SC29555	50006	7	2	0.344351	27175	510
50006-07-003	COOK CHARLIE H ETAL		145 N HAMPTON ST	JOHNSONVILLE	SC29555	50006	7	3	0.654102	42356	510
50006-08-007	COOK CHARLIE H ETAL		145 N HAMPTON AVE	JOHNSONVILLE	SC29555	50006	8	7	0.344351	31876	510
50006-08-008	STONE GILBERT ANDREW &	STEWART ELLISON	PO BOX 920	JOHNSONVILLE	SC29555	50006	8	8	0.344351	21672	510
50006-08-009	NETTLES TED		PO BOX 82	JOHNSONVILLE	SC29555	50006	8	9	0.523204	219974	510
50006-09-004	HUGGINS MAE WITT		PO BOX 487	JOHNSONVILLE	SC29555	50006	9	4	0.691379	11824	510
50006-09-005	EADDY SANDRA (LE)		140 E PINE ST	JOHNSONVILLE	SC29555	50006	9	5	0.344351	46798	510
50006-09-010	COCKFIELD PHILLIP P JR &	COCKFIELD SHARON T	966 VOX HWY	JOHNSONVILLE	SC29555	50006	9	10	0.19	18771	510
50006-10-005	COOK JERRY DONALD &	SONDRA FAYE	PO BOX 931	JOHNSONVILLE	SC29555	50006	10	5	0.206615	18999	510

50006-10-006	FOGNER RODNEY D &	FOGNER MAGDELINE J	PO BOX 189	JOHNSONVILLE	SC29555	50006	10	6	0.344376	18025	510	
50006-10-008	PONTIUS WILLIAM D &	PONTIUS KAY M	200 E PINE ST	JOHNSONVILLE	SC29555	50006	10	8	0.333597	19035	510	
50006-11-001	MARTIN KASEY NICOLE		275 OWENS CORNER DR	HEMINGWAY	SC29554	50006	11	1	0.114777	0	510	
50006-11-008	ALTMAN MICHAEL K		481 INDIANTOWN SWAMP RD	HEMINGWAY	SC29554	50006	11	8	0.77292	108644	510	
50006-11-011	WALL KACEY (LE)		PO BOX 434	JOHNSONVILLE	SC29555	50006	11	11	0.241049	0	510	
50006-11-012	FOGNER KACEY W		PO BOX 434	JOHNSONVILLE	SC29555	50006	11	12	0.344348	66574	510	
50006-12-005	POWELL CLAYTON D		131 FLORENCE AVE	JOHNSONVILLE	SC29555	50006	12	5	0.70675	117795	510	
50007-04-001	EDGEWORTH NORMAN K SR (LE) &	EDGEWORTH JEAN H (LE)	C/O RENEE HARRELL PO BOX 932	JOHNSONVILLE	SC29555	50007	4	1	0.444078	37116	510	
50007-04-002	DOUGLAS MICHAEL W & WANDA H		245 E MARION ST	JOHNSONVILLE	SC29555	50007	4	2	0.43285	39780	510	
50007-04-003	JONES SHANDA R (LE)		PO BOX 611	JOHNSONVILLE	SC29555	50007	4	3	0.5866	50186	510	
50007-04-004	MILES ANNIE MARGARET (LE)		259 E MARION ST	JOHNSONVILLE	SC29555	50007	4	4	1.034353	76218	510	
50007-04-006	DECAMPS JARED M		PO BOX 917	JOHNSONVILLE	29555	50007	4	6	0.445746	72409	510	
50007-04-007	HANNA LINDA F &	JONATHAN E	PO BOX 834	JOHNSONVILLE	SC29555	50007	4	7	0.374026	85091	510	
50007-04-008	CAMPBELL CHARLES F JR		2116 S KNOLLWOOD RD	FLORENCE	SC29501	50007	4	8	0.448211	78593	510	
00433-05-093	FLORENCE COUNTY SCHOOL	DISTRICT NO 5	PO DRAWER 98	JOHNSONVILLE	SC29555	433	5	93	4.099481	29130	510	
00433-05-179	STASNEY THOMAS A JR ETAL	C/O PATRICIA CAPPS	PO BOX 163	JOHNSONVILLE	SC29555	433	5	179	1.919354	0	510	
00433-05-224	GREEN CATHERINE S (LE) C/O	INEZ SINGLETARY & MATTIE L	365 COLUMBIA AVE	JOHNSONVILLE	SC29555	433	5	224	0.288768	0	510	
00440-05-070	ANDERSON JAMES TAYLOR		PO BOX 1116	JOHNSONVILLE	SC29555	440	5	70	0.451461	124900	510	
00440-05-071	EVANS DIXIE H		PO BOX 641	JOHNSONVILLE	SC29555	440	5	71	0.452414	142654	510	
50002-02-007	CARTER KAREN DENNIS		125 W PINE ST	JOHNSONVILLE	SC29555	50002	2	7	1.296146	14757	510	
50002-03-007	EVANS VAUGHAN EADDY ETAL		PO BOX 323	JOHNSONVILLE	SC29555	50002	3	7	0.235535	23926	510	
50003-04-009	SMITH ADAM B		527 N RAILROAD AVE	JOHNSONVILLE	SC29555	50003	4	9	0.387765	49497	510	
50003-04-011	LYERLY CHARLES T		PO BOX 190	JOHNSONVILLE	SC29555	50003	4	11	0.342353	31829	510	
50003-04-013	HASELDEN BOBBY RAY &	DORETHA T	2368 VOX HWY	JOHNSONVILLE	SC29555	50003	4	13	0.346819	0	510	
50003-04-019	EVANS THOMAS A JR &	MARY ETTA	216 W MARION ST	JOHNSONVILLE	SC29555	50003	4	19	0.344356	27125	510	
50003-04-025	HASELDEN BEELAH M		114 W MARION ST	JOHNSONVILLE	SC29555	50003	4	25	0.286364	56352	510	
50003-06-007	GRAHAM ELMA		266 MAPLE ST	JOHNSONVILLE	SC29555	50003	6	7	0.24172	27996	510	
50006-04-008	GRIMES JOHN J		264 ELM ST	JOHNSONVILLE	SC29555	50006	4	8	0.344366	46572	510	
50006-04-010	COX MARION GENE		PO BOX 93	JOHNSONVILLE	SC29555	50006	4	10	0.344359	0	510	
50006-09-011	PONTIUS WILLIAM D AND	PONTIUS KAY M	200 E PINE ST	JOHNSONVILLE	SC29555	50006	9	11	0.15	9961	510	
50006-10-007	SMITH CLARA &	DAVIS ENOCH	206 E PINE ST	JOHNSONVILLE	SC29555	50006	10	7	0.34435	11905	510	
50006-10-010	WILLIAMS IILENE		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

June 21, 2012

AGENDA ITEM: Third 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 \$38,479 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.
7. At its regular meeting on May 17, 2012, Florence County Council approved additional funding for the 2012 May Fly event in the amount of \$4,999.

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 \$118,479 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.
7. The additional funding for the 2012 May Fly event is being taken from the Local Hospitality Tax Fund fund balance.

OPTIONS:

1. *(Recommended)* Approve Third Reading of Ordinance No. 26-2011/2012.
2. Provide An Alternate Directive

ATTACHMENT:

1. Ordinance No. 26-2011/2012

Sponsor(s) : County Council
 Introduction : April 19, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Recommendation : N/A
 Public Hearing : May 17, 2012
 Second Reading : May 17, 2012
 Third Reading : June 21, 2012
 Effective Date : June 21, 2012

I, _____,
 Council Clerk, certify that the
 ad for a Public Hearing on this
 Ordinance ran on: _____.

ORDINANCE NO. 26-2011/2012

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

1. The previous adoption of various resolutions by County Council requires supplemental appropriations for unanticipated revenues received after the adoption of the budget; and
2. As a result of these resolutions, the County Council will adopt a final budget amendment ordinance ratifying budget resolutions authorized by Council during the fiscal year, as well as grants, any other supplemental appropriation actions, and other non-recurring allocations in accordance with the 1976 South Carolina Code of Laws, as amended.

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

1. The Florence County Council hereby amends the FY12 budgetary appropriations and directs the allocation of the receipt of nonrecurring revenue as detailed hereinafter, and authorizes and directs the Florence County Administrator to make the following changes to the FY11 appropriated budgets:

a. GENERAL FUND (FUND #10)

- 1) Based on the fact that the reimbursement from the State of South Carolina for poll worker expenditures for the January 2012 Republican Presidential Preference Primary was funded directly by the State, Florence County Council hereby directs that budgeted revenue and expenditures be increased accordingly as follows:

Revenue	10-341-335-085-0000	\$ 38,479
Expenditures	10-411-410-200-8952	\$ 38,479

- 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. LOCAL HOSPITALITY TAX FUND (FUND #124)

Based on action taken by Florence County Council at its regular scheduled meeting on May 17, 2012 approving additional funding for the 2012 May Fly event, Florence County Council hereby directs the appropriation of the following expenditure and the use of fund balance for its funding:

Revenue	124-399-999-999-9500	\$ 4,999
Expenditures	124-501-501-000-0000	\$ 4,999

d. **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	\$ 7,571
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	\$ 1,350
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	\$ 30,000

Records Improvement – Clerk of Court	4392	\$ 26,000
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

June 21, 2012

AGENDA ITEM: Third 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 handed out at the April 19, 2012 meeting.
3. Proposed budget is maintenance of effort budget reflecting three years of progressive cost cutting of 1%, 2%, and 3% respectively.
4. Proposed budget seeks to address the top Council priorities as identified in the March 22 Budget Workshop including providing a 2% Cost of Living raise for employees.
5. The proposed budget also seeks to achieve a sustainable budget by providing increased capital and operating reserves.
6. Decisions at the State level have left the State Local Government Fund revenue to the Florence County General Fund at the FY2012 level, resulting in a total loss of \$6,300,000 in revenue over the past five years.
7. Ordinance No. 01-2012/13 originally addressed this negative impact by increasing the General Fund millage rate by 4 mills as a direct result of unfunded State Mandates; however, County Council took action at its regular meeting on May 17, 2012 to amend this Ordinance "To Provide That The Florence County Mill Levy For FY13 Is 68.9 Mills, Contingent Upon The Receipt Of Sufficient Funding From The General Assembly In The Local Government Fund So That The Funding Set Forth In Section 1.E. Is Fully Met." As of the submission of this fact sheet, the General Assembly has not completed its work on the FY13 State budget.

FUNDING FACTORS:

NONE

OPTIONS:

1. ***(Recommended)*** Defer Third Reading of Ordinance No. 01-2012/13, Pending action by the General Assembly on the State budget and funding of the LGF.
2. Approve Third Reading of Ordinance No. 01-2012/13.
3. Provide An Alternate Directive.

ATTACHMENTS:

1. Ordinance No. 01-2012/13

Sponsor(s) : County Council
Introduction : April 19, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Public Hearing : May 17, 2012
Second Reading : May 17, 2012
Third Reading : June 21, 2012
Effective Date : July 1, 2012

I, _____,
Council Clerk, certify that the
ad for a Public Hearing on this
Ordinance ran on: _____.

ORDINANCE NO. 01-2012/13

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

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

WHEREAS:

1. The Florence County Council, pursuant to state statutes, is authorized and required to adopt an annual budget for all departments, offices, and agencies (hereinafter collectively termed offices or departments) of the County Government; and
2. Pursuant to state statutes, total funds appropriated in fiscal year 2012-2013 for the above purposes do not exceed estimated revenues and funds available for expenditure in fiscal year 2012-2013.

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

SECTION 1. APPROPRIATIONS

a. Procedures Compliance: The fiscal year 2012-2013 County Budget for Florence County, South Carolina is hereby adopted and detailed budget appropriation documentation attached hereto is incorporated herein by reference. The Florence County Council certifies that it has complied with all state laws and regulations regarding readings, notices, and public hearings for mills levied herein, and that it will comply in the case of mill levies which may be adjusted by resolution based on more current information at the time of final issuance of the levies and after the adoption of this ordinance.

b. Levy Process: In all cases, all property shall be taxed unless otherwise exempt from taxation pursuant to the South Carolina Code of Laws, 1976, as amended. The taxes are due and payable and shall be collected in the manner as provided for collection of taxes the South Carolina Code of Laws, 1976, as amended, and in accordance with procedures established in County enacting ordinances.

(1) Motor Vehicle Taxes: Taxes levied on motor vehicles shall be collected pursuant to the schedules and procedures as established by State Statute and nothing herein shall be deemed to extend or defer the time of payment for such motor vehicle taxes.

(2) Motor Vehicle Owner Responsibility for Taxes: No motor vehicle registered in the State of South Carolina and property of a person, a resident of the County, shall be operated on the streets and public ways of the County unless all the motor vehicle taxes and fees duly assessed against such vehicle shall have first been paid. In

the event that any person violates the provisions of this Section, he shall be guilty of a misdemeanor and subject to the penalties prescribed in Title 46, 1976 South Carolina Code of Laws, as amended. Nothing in this section shall preclude the collection of taxes and fees upon such motor vehicle after the prosecution of the offender for failure to pay such tax.

c. Appropriation Management:

(1) Reallocation: Unless otherwise restricted by state law or specific limitation of accounting standards, all of the appropriations hereinafter and those in the budgetary detail incorporated herein by reference are subject to adjustment and reallocation by County Council by voice motion or resolution. Any amount appropriated in this Ordinance may be discontinued at any time by appropriate action of a majority of the County Council. Expenditures from the General Fund contingency are generally done by resolution or voice motion.

(2) Duplication: If any of the items, or portions thereof, for which funds are herein appropriated is taken over by the State or Federal government and appropriations therefrom be made by either or paid by either directly to a County Office, or if the same shall become available in any manner, then the amounts for said Office herein appropriated shall be reduced in the amount of said appropriation, direct payment, or other available funds or support, unless otherwise restricted by law.

(3) Direct Assistance: All agencies receiving direct assistance payments from the County shall be funded quarterly in arrears no more than twenty-five (25%) percent of their direct assistance line item or on an alternate schedule at the discretion of the County Administrator in the case of emergencies. The quarterly allotments shall be paid around the 15th of the month following the end of each quarter. The final 4th quarter funding may be withheld by the Finance Director pending the reconciliation of outstanding obligations between the County and the Agency receiving funding or in the case of grant irregularities. Agencies, boards, and commissions, which are partially funded by Florence County Government, must provide annual audited financial statements to include a copy of the management letter and a copy of the A-133 Single Audit report, if applicable. State funded agencies must provide an annual report or a summary of local office-specific funding. Quarterly funding may be withheld pending the County's receipt of an agency's annual audited financial statements.

d. Mill Levy: The following mills are levied to provide the property tax revenues to fund a portion of the appropriated expenditures noted directly below in Section e, which shall be reflected on tax bills:

	<u>FY12</u>	<u>FY13</u>
Florence County	68.9	72.9
Debt Service	8.0	8.0

Additionally, the following mill levies for the operation of the special purpose fire districts and the mill levy for Florence-Darlington Technical College are hereby approved: (Estimated FY13 debt service millages are shown for informational purposes and may be subject to adjustment by the County Auditor.)

	<u>Operating</u>			<u>Operating</u>			<u>Estimated</u>
	<u>Mills</u>	<u>Debt Mills</u>	<u>Total</u>	<u>Mills</u>	<u>Debt Mills</u>	<u>Total</u>	
	<u>FY12</u>	<u>FY12</u>	<u>FY12</u>	<u>FY13</u>	<u>FY13</u>	<u>FY13</u>	
Johnsonville Rural Fire District	25.5	7.6	33.1	25.5	7.6	33.1	
Sardis-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*	\$ 1,315,000
133	District Rocking and Paving Fund*	\$ 1,660,000
145	Sheriff Camps Fund*	\$ 53,291
146	Sex Offender Registry Fund*	\$ 42,500
151	Law Library Fund*	\$ 87,787
153	Road Maintenance Fund*	\$ 3,098,767
154	Victim/Witness Fund*	\$ 192,119
155	Solicitor Check Law Fund*	\$ 230,690
421	Solid Waste Management Fund*	\$ 4,131,276
431	E-911 System Fund*	\$ 486,254

* At the close of the fiscal year, any unexpended budgeted monies within these funds and within all capital project funds shall be carried forward with their respective fund balance for the continued established use of that fund subject to appropriations, unless specifically authorized otherwise by ordinance or directed by State law.

f. County General & Debt Service Funds: The Florence County Auditor is authorized and directed to levy upon all taxable property in Florence County, South Carolina, and the Florence County Treasurer is directed to collect, taxes sufficient to meet all County General Fund appropriations directed by this Ordinance, except as provided for by other revenue sources for the operation of the County Government for the Fiscal Year beginning July 1, 2012 through June 30, 2013. The Florence County Auditor is authorized and directed to levy upon taxable property in Florence County, South Carolina and the Florence County Treasurer is directed to collect taxes sufficient to meet the appropriation of \$3,723,817 for Debt Service provided by this Ordinance.

g. Major Funds Determination: In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34 and other appropriate regulations requiring Government-wide Financial Statements, major funds will be determined annually at the end of the fiscal year during the audit process.

h. Grants Management:

(1) Grant Fund Balances: Notwithstanding any other provisions of this ordinance, all unexpended balances from previous appropriations of state and federal grant funds, any State Accommodations Tax Funds not committed to the County General Fund, and capital improvement or special project appropriations outstanding as of June 30th in the calendar year in which this budget ordinance is effective, shall be carried forward into the subsequent fiscal year budget appropriations. All grants are to be budgeted and accounted for in a special revenue fund, and authorized local match transfers will be completed by the County Finance Director based on County Council's acceptance of the grant.

(2) County Acceptance: The expenditure of funds for grant programs included in this budget shall not be authorized unless evidence that the respective grants have been approved by the grantor agency is provided to the County Administrator, who is authorized to accept grants. The County Administrator may require that the grant be accepted and funded by proper action of County Council. In all cases, total program expenditures shall be limited to the lesser of the total grant award(s), or the amount(s) designated in the current budget appropriations, as amended, or as approved by County Council. The County Finance Director must be listed as a contact on all grant applications and awards; all correspondence must be copied to the County Grants Coordinator.

(3) Budgeting: Grant funds requiring matching County funds not budgeted shall be authorized by County Council approving the grant application and identifying matching expenditure funds from other previously appropriated funds. Grants requiring no new local match appropriation may be approved by the County Administrator or County Council, and the budget amended accordingly. The Finance Director is authorized to create the necessary general ledger accounts; the opening of bank accounts, when necessary, shall be executed by the County Treasurer in coordination with the Finance Director. When grant award payments are received, the Treasurer's Office or County Offices shall provide the Grants Coordinator with copies of all checks received for the reimbursement of grant expenditures and any other related documentation determined by the Finance Director as necessary to ensure audit compliance. All grant revenues shall be credited to the appropriate revenue line item as established by the Finance Director. Grant revenues will not be applied directly to expenditure line items. All grant disbursements shall be authorized only through the Finance Office unless State or Federal law specifically provides otherwise and the County is exempt from financial reporting on those funds at both the State and Federal levels.

(4) Federal Reporting: In accordance with Federal A-133 Audit Requirements related to Federal grants, all County offices and Component Units must report the expenditures and provide copies of grant awards and any other grant related reports to the County Grants Manager. All offices must present all voucher requests for payments related to grants to Procurement for purchase and the Finance Office before the disbursement of grant related funds, as well as coordinating with the County Grants Manager. County offices that do not comply with this ordinance and any other published administrative procedures necessary for complete and timely reporting of grants such that the County incurs additional independent audit costs or loses grants funds will have these costs deducted from the Office or Component Unit's budget appropriations annually until any unfunded expenditures are fully recouped.

SECTION 2. FUND BALANCE MANAGEMENT

a. Compliant Fund Balance Policy: Florence County Council utilizes a compliant fund balance methodology based on the cash-flow needs of the County to maintain sufficient reserves in order to maintain County operations. End of year fund balance estimations and associated cash flow projections for all cash-discrete funds are developed annually in the budget process to maintain a minimum of annualized appropriations in operational funds to ensure routine operations remain uninterrupted and in sinking funds (debt service fund) balances as required to timely service all scheduled debt.

Should any individual fund balance fall below the required minimum balance, inter-fund cash transfers are hereby authorized, provided that the allocation of interest is accounted for appropriately no less than once per fiscal year.

b. Tax Anticipation Note Authority: The County is hereby empowered to borrow in anticipation of tax or other revenues for County purposes any sum not exceeding the amount anticipated to be received from taxes and other revenues during the current or following fiscal year, and not only to pledge the taxes or other revenues anticipated in the current or succeeding fiscal year, but to pledge, also, the full faith and credit of Florence County for the repayment of any sums so borrowed. Such sums shall be borrowed from any banking institution or lending agency and shall be payable at such time, upon such terms, and in such sums as may be negotiated between the County and the lender.

SECTION 3. BUDGET YEAR END

a. Purchase Authority Cutoff: The budget year shall expire on June 30 of this fiscal year. No monies shall be disbursed pursuant to this Ordinance unless such funds have been obligated (i.e. an order has been placed or a contract signed for the delivery of goods or services in accordance with County procurement procedures) prior to the close of the fiscal year, which is June 30. The County Administrator will take action to preclude all purchase order activity except business required for expedient operations and emergencies after June 15 of the fiscal year; no capital purchases other than emergencies will be initiated after May 31 of the fiscal year without the express written approval of the County Administrator. In addition, all items must be received and invoiced June 30th or earlier, or the items will be deducted from the originating office's subsequent fiscal year budget.

b. Purchase Order Liquidation: All offices are responsible for providing documentation regarding outstanding obligations for this fiscal year to the Finance Department on or before June 15th to facilitate the proper accrual of outstanding obligations of the County or the obligation(s) may be deducted from the office's budget for the subsequent fiscal year.

c. No Roll-Forward: Budget line item balances shall under no circumstances roll forward at the end of this fiscal year into the next fiscal year's budget, except for bond funds and grants crossing the fiscal year or as otherwise specified or appropriated within this budget ordinance.

SECTION 4. NATURE OF REVENUES, EXPENDITURES, AND CHART OF ACCOUNTS

a. Transfers Prohibited: Unbudgeted transfers are prohibited except as approved herein and in accordance with generally accepted accounting principles.

b. Overspending: Any office which overspends its straight-line spending levels for two consecutive months shall be reviewed by the County Administrator, who may freeze position vacancies, capital expenditures, and funds transfers, and remove sufficient personnel from the County payroll to offset fully the impending budget overrun prior to the close of the fiscal year. The County Administrator is authorized to transfer County Government functions and allocated appropriations among the various County divisions and offices in order to combine compatible employee positions and functions, eliminate duplicate work, gain performance efficiencies, or reduce overall operating costs of the County Government.

c. Intra-departmental Transfers by Finance Department: In order to process claims for payment submitted to the Finance Department, the Finance Director, or his designee, is hereby authorized to make intra-departmental transfers between line items in any department's budget in order to ensure that no line item is over-spent by the processing of these claims.

SECTION 5. FIXED ASSETS

a. Reporting: The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the useful life of the asset are not capitalized. The threshold for determining if an item is considered to be a fixed or capital asset is the value or the purchase price (whichever is higher) of \$5,000 or greater and the item must have a useful life of more than one year. Appropriate depreciation schedules are maintained on the straight-line basis over the estimated useful life of each asset in accordance with Generally Accepted Accounting Principles (GAAP). The estimated useful life is determined by guidelines developed by the State of South Carolina Office of Comptroller General, and in some cases, applicable Federal IRS regulations and/or Governmental Accounting Standards Board (GASB) 34 implementation guidelines.

b. Inventory Control: Each Office is responsible for verification of all of its items required to be listed in the Fixed Asset System maintained by County Finance and for providing documentation of the annual inventory review to Finance on or before the third week in June annually. Finance will distribute forms for the inventory verification process and will provide current inventory listings to County Offices for verification of inventory on hand by May 30th annually.

c. Insurance Proceeds: In order to comply with GASB42 regulations, all insurance payments will be processed by the County Finance Office.

SECTION 6. RECEIPT, MANAGEMENT, AND REPORTING OF CASH:

a. Timely Deposit: All service charges, fees, fines, reimbursements, grant funds etc. received by County Offices shall be deposited with the County Treasurer or directly to the bank that serves as checking depository as soon as possible after collection. All County Offices that collect funds on a daily basis shall reconcile receipts to funds received and submit funds to the Treasurer's Office by the following business day in the format as prescribed by the County Treasurer. Offices collecting less than \$200 on any single day may delay one business day. This policy does not apply where State law specifically provides authority for other actions to a specific official.

b. Bank Reconciliation: The Treasurer is responsible for reconciling bank accounts maintained in the Treasurer's Office in order to properly record revenues to the books of the County in accordance with the County's chart of accounts and properly allocating interest and all other funds to various funds and bank accounts as required by SC Law.

c. Cash Accounting: The County Treasurer's Office is responsible for annual external audit reporting of revenues to the State Comptroller's Office and for providing the Finance Office and External Auditors with sufficient data to convert revenues from the cash basis of accounting to the modified accrual basis of accounting in order to ensure legal and annual audit compliance with Governmental Accounting Standards Board (GASB) regulations, in particular GASB Statement No. 34 which requires revenue reporting on the modified accrual basis of accounting during the fiscal year and year-end conversion to accrual basis to produce Government-Wide Financial Statements.

SECTION 7. ANNUAL FISCAL REPORTING REQUIREMENTS

Boards, Commissions, Agencies, and Institutions: All boards, commissions, agencies, and institutions receiving County funds shall make a full detailed annual fiscal report to the County Council at the end of the fiscal year. Agencies receiving less than \$5,000 annually in direct assistance from the County may submit internally prepared financial statements in lieu of an audited statement. The County governing body, the County Administrator, or the Finance Office may require reports, estimates, and statistics from any County office as may be necessary in the preparation of annual budgets or supplemental appropriations. Prior year audits are required for acceptance of annual budget requests.

SECTION 8. COMPENSATION AND CLASSIFICATION PLAN AND PERSONNEL

a. Solicitor and Public Defender Funding Supplement Commitments: Salary supplements are included for various employees in the Solicitor's and Public Defender's departments' budgets. Disbursement of these supplements is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these supplements, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the supplements shall be removed from the payroll system of Florence County and the salaries reduced accordingly.

b. FY13 Christmas Bonus: A Christmas bonus is hereby included in the budget in the amount of \$100 per employee, to be paid between the first and second pay dates in December 2012, if authorized by County Council by

motion. All full-time and regular part-time employees who are in pay status during the first pay period in December are eligible to receive this bonus. In addition, all PRN employees who have worked at least 1,000 hours in each of the last two fiscal years and who are also in pay status during the first pay period in December are eligible to receive this bonus.

c. Travel: When employees are required to travel on official business, the County pays reasonable amounts for transportation, meals, and lodging in accordance with the County's Personnel Policies, Administrative Directives, and this ordinance. When an office has County Vehicles assigned to it, employees in that particular office should utilize a County Vehicle if this use does not impede County Operations. If the employee's personal vehicle is utilized, the employee shall be reimbursed at the same rate per mile traveled as is paid to state employees. This includes use of an employee's personal vehicle for travel within Florence County as required by their supervisor. Meal expenses will be \$40.00 for a twenty-four hour period and will be \$25.00 for periods less than twenty-four hours. Per diem is not provided for meals related to meetings inside Florence County, unless the meeting is an official, required function. Per diem is provided for in-state, one-day meetings for which an employee leaves the county and returns to the county in the same day. However, if lunch is provided for this meeting, then per diem will not be provided. Travel advances for meals shall not include per diem for the day of departure or the day of return. For a Law Enforcement employee transporting a prisoner, the employee will be reimbursed at per diem rates for his own meal at any food stop mandated by statute on behalf of the prisoner. In all other cases, Law Enforcement employees shall be required to follow the regular requirements for reimbursement of meal expenses provided for other County employees. There is no provision for advance per diems to the individual for Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or all other costs related to travel; all Hotel Reservations, Airline Tickets, Conference/Seminar registration costs or other costs related to travel will normally be paid directly to the vendor providing the service. Original, dated, detailed receipts must accompany all travel reimbursement requests. County Departments and Elected Officials Offices shall have no authority to waive the requirement for receipt of original, dated, detailed receipts under this section. Under no circumstances shall the County reimburse any persons eligible for travel reimbursement by the County for alcoholic beverages, personal purchases of any kind not specifically authorized in the personnel policy, or any amounts for which appropriated funds are not available or which are a violation of the State Ethics Laws and regulations.

d. Credit Cards and Accounts: Credit cards which obligate Florence County directly are not permitted unless specifically authorized by written resolution of County Council. Requests for establishing credit accounts in the name of the County must be forwarded to the County Finance Office which is responsible for establishing credit accounts with vendors upon written approval by the County Administrator or the Finance Director. The County Finance Department is also responsible for the control and monitoring of all credit accounts in the County's name, verification of goods received and reconciling of such credit purchases to invoices received. Accounts not established in accordance with this ordinance are the sole responsibility of the initiating person, and the County shall not be liable or obligated to make payment on behalf of the initiator or the person using the account.

e. Tuition Assistance Program: An amount of \$8,510 has been appropriated in Department 412, Division 900 of the General Fund to assist County employees who wish to further their education in a field of study beneficial to their employment with Florence County. Tuition will be reimbursed for courses only at accredited colleges and for which college credit can be obtained toward a two-year or higher degree. This assistance will be available based on the recommendation of the department head and the approval of the County Administrator. The Human Resources Director is authorized and directed to establish the administrative procedures necessary to operate this program, including but not limited to the establishment of an annual credit hour and dollar reimbursement per employee caps. All expenditures under this program will be for tuition and/or book and supply fees and will not include such other charges such as application fees, matriculation fees, or late fees. In addition, all expenditures will be reimbursement-based according to the grade received. Employees will be reimbursed 90% of the costs noted above for a grade of "A", 75% for a grade of "B", 50% for a grade of "C", and nothing for any grade lower. If the employee receives any other funding such as state or federal grant or any other allocation, the reimbursement percentages above apply only to the remaining unpaid portion of tuition. If the funding for this program becomes exhausted, the program will be suspended until it is funded further.

f. Retirees' Health Insurance Assistance: All post-retirement health insurance assistance available to eligible retirees, including any established by the Florence County Personnel Policy Manual, is subject to annual appropriation by County Council each fiscal year. For any employee commencing full time employment after June 30, 2011, the baseline financial assistance is as follows: 20 years of continuous full-time County employment service – 50%, over 25 years of continuous full-time County employment service – 75%. Financial assistance is a percentage of the current retiree only premium which is based on continuous years of employment service attained with Florence County. All financial assistance ceases when the employee first becomes Medicare eligible.

g. Blood Borne Pathogens Standards: Emergency Medical Services, Sheriff's Office, and Detention Center are to provide a copy of the department's current Infection Control Plan to the Human Resources Director annually to demonstrate conformance with Federal and other guidelines.

h. Victim/Witness Fund: The Solicitor agrees to sign a Memorandum of Understanding with the County stating that he will reimburse Florence County for any payments made from his portion of the Victim/Witness Fund that the State of South Carolina may find to be ineligible expenditures of Victim/Witness funds.

i. Beginning Of Fiscal Year Payroll Changes: Payroll changes made as a result of the FY13 budget will become effective on the first day of the first full payroll period of the fiscal year.

j. Workers' Compensation Benefit: Upon adoption of the budget ordinance, all General Fund budgeted workers compensation amounts included in line 0112 in various departmental/divisional budgets will be transferred to Division 010-411-489-300 – Employee Non-Departmental. As workers compensation claims are incurred, twenty percent (20%) of each claim will be paid from the respective department/division, up to a maximum total per claim of \$2,000. In addition, with the exception of 24/7 shift workers, while an employee is on workers compensation leave, the budgeted salary or wages for this employee during the workers compensation leave period will be transferred from the respective department/division salary and wage budget line (account 0100) to the Employee Non-Departmental Division.

k. Solicitor and Public Defender Funding of Certain Positions: The Solicitor and Public Defender are hereby authorized, upon approval by the County Administrator and in accordance with the County's compensation and classification plan, to add positions to the payroll system of Florence County, to be funded with non-County funds. Disbursement for these positions is contingent upon available funding received from these offices. The Solicitor and Public Defender shall reimburse Florence County for the cost of these positions, including applicable fringe benefits, on a monthly basis. Should this funding become unavailable, the positions shall be removed from the payroll system of Florence County.

SECTION 9. INDEPENDENT AUDIT

An independent annual audit of all financial records and transactions of the County shall be made by a Certified Public Accountant or firm of public accountants with no personal interest, direct or indirect in the fiscal affairs of the County government of Florence County or any of its officers. The County Council may, without requiring competitive bids, designate such accountant or firm. Unless included in the annual County audit, an annual audit of each county agency, board, bureau, or commission of Florence County, funded in whole or in part by County funds, shall be made. Copies of the annual County audit shall be filed in the office of the Clerk of Court for Florence County and provided for the Florence County Administrator.

The County Administrator is hereby authorized to continue work with the County's existing software programming vendor, Strawn & Neil, for the purpose of providing automation efficiencies at the departmental level to the extent budgeted funds are available.

SECTION 10. FEES AND CHARGES

a. Disposition of Collections: All taxes, fees, charges, and assessments not otherwise allocated specifically by this ordinance with the supporting detail incorporated herein by reference or by law shall be deposited in the Florence County General Fund with other general fund revenues. All such taxes, fees, charges, and assessments shall be appropriated and allocated by the Florence County Council in the same manner as other general revenues. No such taxes, fees, charges, or assessments shall be paid to or shall accrue to the personal benefit of any officer or employee of Florence County. Use of fees, fines, and charges to reimburse expenditure budget line items through deposit credits is prohibited.

b. Manned Convenience Centers: Commercial use and non-County residential use of the Florence County manned convenience centers (MCCs) is prohibited, subject to a fine of up to \$500 per incident plus court costs, which is hereby established. Law enforcement officers with appropriate jurisdiction and Florence County environmental services officers are hereby authorized to write tickets and the Florence County Magistrate's Office is hereby authorized to try the cases. The County Administrator is hereby authorized to amend the manned convenience center contract with Waste Management to reduce hours of operation in accordance with appropriations.

c. Outstanding EMS Bills: Outstanding EMS bills totaling \$993,399.43 posted from the period of January 2000 through December 2008 on which no payment has been made for a period in excess of three years, and which are uncollectible under the three year statute of limitations provision of South Carolina Code of Laws Section 12-54-85, are hereby written off as uncollectible.

d. Rental Fee for County Storage Units: The rental fee at the County storage units is hereby increased to \$100 per month, effective July 1, 2012.

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:

Connie Y. Haselden
Clerk to Council

SIGNED:

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

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

COUNCIL VOTE:
OPPOSED:
ABSENT:

FLORENCE COUNTY COUNCIL MEETING
Thursday, June 21, 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
Planning Commission Consideration	:	
Planning Commission Public Hearing	:	
Planning Commission Action	:	
First Reading/Introduction	:	May 3, 2012
Committee Referral	:	N/A
County Council Public Hearing	:	N/A
Second Reading	:	
Third Reading	:	
Effective Date	:	Immediately

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

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

June 21, 2012

AGENDA ITEM: Second Reading - 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)* Approve Second Reading of 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
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Recommendation : N/A
Second Reading : June 21, 2012
Public Hearing : June 21, 2012
Third Reading :
Effective Date : Immediately

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

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.

TABLE OF CONTENTS

ARTICLE I FINDINGS OF FACT

Section 1.01	Findings.....	1
Section 1.02	Statutory Authorization.....	1
Section 1.03	Recital of Applicable Constitutional Provisions.....	2
Section 1.04	Holding of Public Hearing and Notice Thereof.....	2
Section 1.05	Ability to Meet Arbitrage Requirements.....	2

ARTICLE I DEFINITIONS AND AUTHORITY

Section 2.01	Definitions.....	3
Section 2.02	Construction.....	4

ARTICLE III ISSUANCE OF BOND

Section 3.01	Ordering the Issuance of the Bond.....	5
Section 3.02	Maturity Schedule of Bond.....	5
Section 3.03	Medium of Payment; Form and Denomination of Bond; Place of Payment of Principal.....	5
Section 3.04	Execution and Authentication.....	5
Section 3.05	Exchange of the Bond.....	6
Section 3.06	Transferability and Registry.....	6
Section 3.07	Transfer of the Bond.....	6
Section 3.08	Regulations with Respect to Exchanges and Transfers.....	6
Section 3.09	Mutilated, Destroyed, Lost and Stolen Bond.....	6
Section 3.10	Holder As Owner of Bond.....	7
Section 3.11	Cancellation of the Bond.....	7
Section 3.12	Payments Due on Saturdays, Sundays and Holidays.....	7
Section 3.13	Tax Exemption in South Carolina.....	7
Section 3.14	Order to Levy Ad Valorem Taxes to Pay Principal and Interest of Bond.....	8
Section 3.15	Notice to Auditor and Treasurer.....	8
Section 3.16	Form of Bond.....	8

ARTICLE IV REDEMPTION OF BOND

Section 4.01	Redemption of Bond.....	9
--------------	-------------------------	---

ARTICLE V
SALE OF BOND

Section 5.01	Award of Bond.....	10
Section 5.02	Notice of Private Sale.....	10

ARTICLE VI
DISPOSITION OF PROCEEDS OF SALE OF BOND

Section 6.01	Disposition of Bond Proceeds Including Temporary Investments.....	11
Section 6.02	Redemption of Refunded Bonds	11

ARTICLE VII
DEFEASANCE OF BOND

Section 7.01	Discharge of Ordinance - Where and How the Bond is Deemed to have been PAID AND DEFEASED	12
--------------	--	----

ARTICLE VIII
CERTAIN TAX CONSIDERATIONS

Section 8.01	Covenants to Comply with Requirements of the Code.....	13
Section 8.02	Ability to Meet Arbitrage Requirements.....	13
Section 8.03	Qualified Tax-Exempt Obligation.....	13

ARTICLE IX
MISCELLANEOUS

Section 9.01	Savings Clause	15
Section 9.02	Successors	15
Section 9.03	Ordinance to Constitute Contract.....	15
Section 9.04	Filing of Copies of Ordinance.....	15
Section 9.05	Continuing Disclosure Covenant	15
Section 9.06	Further Action by Officers of County	16
Section 9.07	Effective Date of Ordinance.....	16

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 Instalments 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.

* * *

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.

* * *

DRAFT

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.

* * *

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.

* * *

DRAFT

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:

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:

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

(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.

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

(Cust) Custodian (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)

does hereby irrevocably constitute and appoint _____ the within bond and 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

DRAFT

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

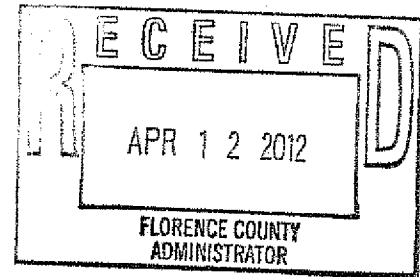
First Reading: May 17, 2012
Second Reading: June 21, 2012
Third Reading: July 19, 2012
Public Hearing: June 21, 2012

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.

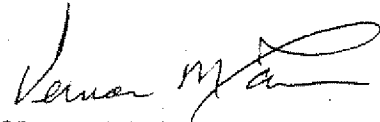
Accordingly, the Commissioners of the District respectfully request that Florence County issue a not to exceed \$925,000 general obligation bond of the County for the purpose of providing funds to pay the cost of the repairs and upgrades set forth above, to refinance the outstanding principal amount 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 dark ink, appearing to read "Vernon M. Tanner", with a stylized flourish at the end.

Vernon M. Tanner
Chairman

ENCLOSURE – JUSTIFICATIONS

1. 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	\$6,000
Subtotal	\$100,622

Administration Cost:

All Part-time Employees (3)	<u>\$57,860</u>
-----------------------------	-----------------

Totals: \$232,000

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 pumpers. 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	<u>\$50,000</u>
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	<u>\$10,000</u>
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	<u>\$56,457.50</u>
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

June 21, 2012

AGENDA ITEM: Second Reading - Ordinance No. 29-2011/12

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And ~~Project Warehouse~~ W. Lee Flowers and Company, Inc., And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 29-2011/12.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 29-2011/12.

Sponsor(s) : Economic Development
First Reading/Introduction : May 17, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Reconsideration : N/A
Second Reading : June 21, 2012
Public Hearing : June 21, 2012
Third Reading
Effective Date : Immediately

I, _____,
Council Clerk, certify that this
Ordinance was advertised for
Public Hearing on _____, 2012.

ORDINANCE NO. 29-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement By And Between Florence County, South Carolina And Project Warehouse W. Lee Flowers and Company, Inc., And Other Matters Related Thereto.)

BE IT ORDAINED BY THE COUNTY COUNCIL OF FLORENCE COUNTY, SOUTH CAROLINA:

SECTION I: The County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving Florence County or the Project (as defined below) and for improved and unimproved real estate and personal property used in the operation of a commercial enterprise in order to enhance the economic development of Florence County, and other such purposes as may be described therein.

SECTION II: W. Lee Flowers and Company, Inc. (the "Company") is considering investing in the expansion of its distribution facility in the County, including the addition of approximately 75,000 square feet and the retrofitting of approximately 30,000 square feet, the estimated cost of which is approximately \$6,500,000 over five years (the "Project").

SECTION III: The County has agreed to exert its best efforts to ensure that the Project will be located in a multi-county industrial park (the "Park") for the duration of this Agreement.

SECTION IV: The Project is or will be initially located in a Park with Williamsburg County pursuant to an Agreement for the Development of a Joint Industrial and Business Park (the "Park Agreement").

SECTION V: Pursuant to the provisions of the Park Agreement, the Company is or will be obligated to make or cause to be made payments in lieu of taxes which will be distributed to Williamsburg County (the "Williamsburg Fee Payments") and to Florence County (the "Florence Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Project within the Park.

SECTION VI: The County has agreed to provide a special source revenue credit (the "SSRC"), pursuant to the Act, to the Company, to assist the Company in acquiring and constructing

certain Infrastructure (as defined in the Act) for the Project in the County, by means of providing a credit against the payments in lieu of taxes due with respect to the Company's property in the County, as an inducement for the Project, to further the economic development of the County.

SECTION VII: The County desires to provide certain special source revenue financing, pursuant to the Act, in support of the Project.

SECTION VIII: The Company has caused to be prepared and presented to this meeting the form of an Infrastructure Credit Agreement by and between the County and the Company (the "Infrastructure Credit Agreement"), which provides for payments in lieu of taxes and infrastructure credits for the Project, calculated as set forth in the Infrastructure Credit Agreement.

SECTION IX: It appears that the Infrastructure Credit Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

SECTION X: In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand its distribution facility in the State of South Carolina, the Infrastructure Credit Agreement is hereby authorized, ratified, and approved.

SECTION XI: It is hereby found, determined, and declared by the County Council, as follows:

- (a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

SECTION XII: The form, terms, and provisions of the Infrastructure Credit Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Infrastructure Credit Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council is authorized, empowered, and directed to execute, acknowledge, and deliver the Infrastructure Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Infrastructure Credit Agreement to be delivered to the Company. The Infrastructure Credit Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Infrastructure Credit Agreement now before this meeting.

SECTION XIII: The Chairman of the County Council, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Infrastructure Credit Agreement and the performance of all obligations of the County under and pursuant to the Infrastructure Credit Agreement.

SECTION XIV: 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 XV: All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K.G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

I, the undersigned, Clerk to County Council of Florence County, South Carolina ("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 _____, _____, and _____, 2012. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, 2012, and notice of the public hearing was published in the _____ on _____, 2012. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

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

Signature: _____
Name: Connie Y. Haselden
Clerk to Florence County Council

INFRASTRUCTURE CREDIT AGREEMENT

between

FLORENCE COUNTY, SOUTH CAROLINA

and

W. LEE FLOWERS AND COMPANY, INC.,
a South Carolina corporation

Dated as of _____, 2012

INFRASTRUCTURE CREDIT AGREEMENT

THIS INFRASTRUCTURE CREDIT AGREEMENT, dated as of _____, 2012 (the "Agreement"), between FLORENCE COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and W. LEE FLOWERS AND COMPANY, Inc., a South Carolina corporation (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide special source revenue financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving Florence County or the Project (as defined below) and for improved or unimproved real estate and personal property used in the operation of a commercial enterprise in order to enhance the economic development of Florence County, and other such purposes as may be described therein; and

WHEREAS, W. Lee Flowers and Company, Inc. (the "Company") is considering investing in the expansion of its distribution facility in the County as identified more particularly in Exhibit A attached hereto (the "Warehouse Property"), including the addition of approximately 75,000 square feet and the retrofitting of approximately 30,000 square feet, the estimated cost of which is approximately \$6,500,000 over five years (the "Project"); and

WHEREAS, the County has agreed to exert its best efforts to ensure that the Warehouse Property will be located in a multi-county industrial park (the "Park") for the duration of this Agreement; and

WHEREAS, the Warehouse Property is or will be initially located in a Park with Williamsburg County pursuant to an Agreement for the Development of a Joint Industrial and Business Park (the "Park Agreement"); and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is or will be obligated to make or cause to be made payments in lieu of taxes which will be distributed to Williamsburg County (the "Williamsburg Fee Payments") and to Florence County (the "Florence Fee Payments") in the total amount equivalent to the ad valorem property taxes that would have been due and payable but for the location of the Warehouse Property within the Park; and

WHEREAS, the County has agreed to provide a special source revenue credit (the "SSRC"), pursuant to the Act (as defined herein), to the Company, to assist the Company in

acquiring and constructing certain Infrastructure (as defined herein) for the Project in the County, by means of providing a credit against the payments in lieu of taxes due on the Warehouse Property, as an inducement for the Project, to further the economic development of the County; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council in compliance with the terms of the Act.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29 and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Company" shall mean W. Lee Flowers and Company, Inc., its successors and assigns.

"Cost" or *"Cost of the Infrastructure"* shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"County" shall mean Florence County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 5.01 hereof.

"Florence Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Warehouse Property in the Park, as required by the Park Agreement.

"Infrastructure" shall mean all portions of the Project which are eligible to constitute qualifying infrastructure under the Act, as the same may be amended from time to time, provided that the Special Source Revenue Credits shall pay first for real property and infrastructure improvements prior to payment for any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

"Ordinance" shall mean Ordinance No. 29-2011/12, enacted by the County Council on _____, 2012, authorizing the execution and delivery of this Agreement.

"Park Agreement" shall mean the Agreement for the Development of a Joint Industrial and Business Park dated _____, 2012, between the County and Williamsburg County, as amended.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any comparable entity, any unincorporated organization, or a government or political subdivision.

"Special Source Revenue Credits" shall mean the credits to the Company's payments in lieu of taxes to reimburse the Company for a portion of the Cost of the Infrastructure in the amounts set forth in Section 3.02 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement, and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the cost of the construction of the Infrastructure for the purpose of promoting the economic development of Florence County, South Carolina.

(c) The County, to its knowledge, is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound. To the County's knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best knowledge of the County is there any basis therefor.

SECTION 2.02. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation incorporated under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally. In the event that the Company files for bankruptcy protection during the term of this Agreement, the Company hereby admits for purposes of the bankruptcy protection proceedings that the Company's pre-and post petition fee in lieu of tax payments are to be accorded the same treatment and priority as property tax payments.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The financing of a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire and construct the Project in Florence County and in the State of South Carolina.

(e) The Company anticipates that the Project will result in the investment of approximately \$6,500,000 over a period ending five years from the last day of the year of execution of this Agreement.

SECTION 2.03. Covenants of County.

(a) The County will use its best efforts to maintain its corporate existence and to maintain, preserve, and renew all of its rights, powers, privileges, and franchises at all times; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all costs of the Infrastructure as and when due. The Company intends to complete the acquisition and construction of the Infrastructure pursuant to such plans and specification as are approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Special Source Revenue Credits.

(a) The County hereby agrees to provide or allow Special Source Revenue Credits, pursuant to the Act, in an amount equal to 20% of the payments in lieu of taxes attributable to the Warehouse Property for a 30-year period, provided that in no case may the cumulative amount of the Special Source Revenue Credits claimed under this Agreement exceed the Company's investment in the Project. THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE PAYMENT IN LIEU OF TAXES DERIVED BY THE COUNTY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(b) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Special Source Revenue Credits. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Florence Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional certificates (including certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Transfers of Project. The County hereby acknowledges that the Company may from time to time, and in accordance with applicable law, sell, transfer, lease, convey, or grant

the right to occupy and use the Project, in whole or in part, to others. No such sale, lease, conveyance, or grant to another lawful entity, for lawful purposes, shall relieve the County from the County's obligations to provide Special Source Revenue Credits to the Company, or its proper assignee of such payments, under this Agreement.

SECTION 4.03. Assignment by County. The County shall not attempt to assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

ARTICLE V

EVENTS OF DEFAULT; LEGAL PROCEEDINGS; REMEDIES; NON-WAIVER

SECTION 5.01. Events of Default. If the County shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the County to be performed, which failure shall continue for a period of 30 days after written notice by the Company specifying the failure and requesting that it be remedied is given to the County by first-class mail, the County shall be in default under this Agreement (an "Event of Default"). Likewise, if the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on the part of the Company to be performed, which failure shall continue for a period of 30 days after written notice by the County specifying the failure and requesting that it be remedied is given to the Company by first-class mail, the Company shall be in default under this Agreement (likewise an "Event of Default").

SECTION 5.02. Legal Proceedings. Upon the happening and continuance of any Event of Default, then and in every such case, the Company or the County, as the case may be, in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) by action or suit in equity require the other party to account as if it were the trustee of an express trust for the Company or the County, as the case may be;
- (d) exercise any or all rights and remedies provided by the Uniform Commercial Code in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company or the County, as the case may be; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company is intended to be exclusive of any other remedy or remedies, and each and

every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Non-waiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Term. The term of this Agreement shall be 30 years from the last day of the year of execution of this Agreement.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Credits or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Florence County, South Carolina
Attn: Florence County Administrator
180 North Irby Street, MSC-G
Florence, SC 29501

(b) if to the Company: W. Lee Flowers and Company, Inc.
Attn: Property Tax Manager
P. O. Drawer 1629
Lake City, SC 29560

with a copy to: Haynsworth Sinkler Boyd, P.A.
Attn: William R. Johnson
1201 Main Street, Suite 2200
Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

IN WITNESS WHEREOF, Florence County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and W. Lee Flowers and Co., Inc. has caused this Agreement to be executed by its President, all as of the day and year first above written.

**FLORENCE COUNTY,
SOUTH CAROLINA**

(SEAL)

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: _____

W. LEE FLOWERS AND CO., INC.

Signature: _____
Name: _____
Title: _____

EXHIBIT A

Warehouse Property

TMS 00193-31-007 (real)

TMS 00193-31-009 (real)

TMS 00193-31-016 (real)

TMS 05968-13-000 (personal)

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Second Reading - Ordinance No. 30-2011/12

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

(An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Florence County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.)

OPTIONS:

1. *(Recommended)* Approve Second Reading of Ordinance No. 30-2011/12.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 30-2011/12.

Sponsor(s) : Economic Development
 First Reading/Introduction : May 17, 2012
 Committee Referral : N/A
 Committee Consideration Date : N/A
 Committee Reconsideration : N/A
 Second Reading : June 21, 2012
 Public Hearing : June 21, 2012
 Third Reading :
 Effective Date : Immediately

I, _____,
 Council Clerk, certify that this
 Ordinance was advertised for
 Public Hearing on _____, 2012.

ORDINANCE NO. 30-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

(An Ordinance To Develop A Jointly Owned And Operated Industrial And Business Park In Conjunction With Williamsburg County, Such Industrial And Business Park To Include Property Initially Located In Florence County And Established Pursuant To Sec. 4-1-170 Of The Code Of Laws Of South Carolina, 1976, As Amended, To Provide For A Written Agreement With Williamsburg County To Provide For The Expenses Of The Park, The Percentage Of Revenue Application, And The Distribution Of Fees In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.)

BE IT ORDAINED BY THE COUNTY COUNCIL OF FLORENCE COUNTY, SOUTH CAROLINA:

SECTION I: Florence County is hereby authorized to develop an industrial and business park jointly with Williamsburg County (the "Park"). The Park shall initially consist of land located only in Florence County as authorized by Sec. 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

SECTION II: Florence County will enter into a written agreement to develop the Park jointly with Williamsburg County in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Park Agreement"). The Chairman of Florence County Council is hereby authorized to execute the Park Agreement on behalf of Florence County, with such changes thereto as the Chairman shall deem, upon advice of counsel, necessary, provided that such changes do not materially change the import of the matters contained in the form of agreement set forth in Exhibit A.

SECTION III: The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in their respective FILOT agreements which fees will be divided between the two Counties as set forth in the Park Agreement. With respect to properties located in the Florence County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Florence County. That portion of such revenues allocated pursuant to the Park Agreement to Williamsburg County shall be thereafter paid by the Treasurer of Florence County to the Treasurer of Williamsburg County as soon as practical but no later than forty-five (45) business days following receipt thereof. With respect to properties located in the Williamsburg County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Williamsburg County. That portion of such revenues allocated pursuant to

the Park Agreement to Florence County shall be thereafter paid by the Treasurer of Williamsburg County to the Treasurer of Florence County as soon as practical but no later than forty-five (45) business days following receipt thereof. Penalties for late payment by taxpayers will be assessed at the same rate as late tax payments. Any late payment by the counties to each other beyond the dates set forth herein will accrue interest at the rate of statutory judgment interest. The counties, acting by and through the Treasurers of Florence County and Williamsburg County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

SECTION IV: Any ordinances of Florence County and Williamsburg County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Florence County and Williamsburg County. In no event, for example, will the zoning, health and safety regulations, and building code requirements in Williamsburg County apply to property located solely in Florence County.

SECTION V: The Sheriffs' Departments of Florence County and Williamsburg County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Florence County and Williamsburg County.

SECTION VI: Revenues generated from industries or businesses located in the Park to be retained by Florence County pursuant to the Park Agreement shall be distributed within Florence County in the following manner:

First, unless Florence County elects to pay or credit the same from only those revenues which Florence County would otherwise be entitled to receive as provided under "Third" below, to pay annual debt service on any special source revenue bonds issued by Florence County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina, 1976, as amended, or any successor statutes or provisions, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, at the option of Florence County, to reimburse Florence County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein and to fund economic development activities (including any incentives provided to industries and businesses) inside and outside the Park as determined by the County Council of Florence County from time to time; and

Third, to taxing districts within Florence County, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts;

provided, that (i) all taxing districts which overlap the applicable properties in the Park shall receive some portion of the revenues generated from such properties; (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) the County may, by

ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION VII: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Florence County Council pertaining to the Park.

SECTION VIII: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION IX: This Ordinance shall be effective after third and final reading thereof.

ATTEST:

SIGNED:

Connie Y. Haselden, Council Clerk

K.G. Rusty Smith, Jr., Chairman

COUNCIL VOTE:

OPPOSED:

ABSENT:

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

Exhibit A

Form of Park Agreement

DRAFT

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR THE DEVELOPMENT
)	OF A JOINT INDUSTRIAL
COUNTY OF WILLIAMSBURG)	AND BUSINESS PARK
COUNTY OF FLORENCE)	(W. LEE FLOWERS)

This multi-county park agreement initially applies only to the following property located entirely in Florence County: (i) the W. Lee Flowers Property, as more fully described on Exhibit A (Florence) hereto.

This multi-county park agreement does not initially apply to any property in Williamsburg County.

More specific information on the property subject to the agreement, which can be expanded from time to time, may be found in the body of this agreement and in the exhibits.

This agreement for the development of a joint industrial and business park to be located within Williamsburg County, South Carolina ("Williamsburg County") and Florence County, South Carolina ("Florence County") is made and entered into as of this ____ day of _____, 2012, by and between Williamsburg County and Florence County (the "Agreement").

WITNESSETH:

WHEREAS, Williamsburg County and Florence County are contiguous counties which, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, as well as Ordinance No. 30-2011/12, adopted by Florence County Council on _____, 2012, and Ordinance No. _____ adopted by Williamsburg County Council on _____, 2012 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Florence County and in Williamsburg County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A (Florence) and Exhibit B (Williamsburg) hereto, respectively; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption, in accordance with their agreements with the County where such property is located.

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

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Williamsburg County and Florence County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in the State of South Carolina. Section 4-1-170 of the Code satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Florence County, as further identified in Exhibit A (Florence) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Williamsburg County and Florence County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property in the Park. As of the date of the Agreement, no property subject to the Agreement is located within the boundaries of a municipality.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Florence) or Exhibit B (Williamsburg), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Williamsburg County Council and Florence County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Williamsburg County Council and by Florence County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Williamsburg County Council and by Florence County Council. Notice of such public hearings shall be published in newspapers of general circulation in Williamsburg County and Florence County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the

owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Williamsburg County and Florence County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Williamsburg County portion of the Park:

(1)	Williamsburg County	100%
(2)	Florence County	0%

If property is in the Florence County portion of the Park:

(1)	Williamsburg County	0%
(2)	Florence County	100%

6. Allocation of Revenues. Williamsburg County and Florence County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes (net of any special source revenue credits provided by either county) in the following proportions:

If property is in the Williamsburg County portion of the Park:

(1)	Williamsburg County	99%
(2)	Florence County	1%

If property is in the Florence County portion of the Park:

(1)	Williamsburg County	1%
(2)	Florence County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Williamsburg County and to Florence County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Williamsburg County or Florence County by way of fees in lieu of taxes generated from property located within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County;

provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Williamsburg County by way of fees in lieu of taxes generated from property located within Florence County shall be distributed solely to Williamsburg County. Revenues allocated to Florence County by way of fees in lieu of taxes generated from property located within Williamsburg County shall be distributed solely to Florence County.

8. Fees in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as Amended. It is hereby agreed that the entry by Williamsburg County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina, 1976, as amended ("Negotiated FILOT Agreements"), with respect to property located within the Williamsburg County portion of the Park and the terms of such agreements shall be at the sole discretion of Williamsburg County. It is further agreed that entry by Florence County into any one or more Negotiated FILOT Agreements with respect to property located within the Florence County portion of the Park and the terms of such agreements shall be at the sole discretion of Florence County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Williamsburg County and Florence County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law.

12. Counterpart Execution. This Agreement may be executed in multiple counterparts.

13. Termination. Notwithstanding any provision of this Agreement to the contrary, Williamsburg County and Florence County agree that this Agreement may be terminated only

upon approval of an ordinance to that effect by the governing body of each county. Notwithstanding the foregoing, this Agreement may not be terminated to the extent that either Williamsburg County or Florence County has outstanding contractual commitments to any owner or lessee of property located in the Park requiring designation of such property as part of a multi-county industrial or business park pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), unless such County shall first (i) obtain the written consent of such owner or lessee or (ii) designate such parcel as part of another multi-county industrial or business park pursuant to the Act effective immediately upon termination of this Agreement.

IT IS HEREBY AGREED.

FLORENCE COUNTY, SOUTH CAROLINA

Signature: _____
Name: K.G. Rusty Smith, Jr., Chairman

ATTEST:

Signature: _____
Name: Connie Y. Haselden, Council Clerk

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

WILLIAMSBURG COUNTY, SOUTH
CAROLINA

Signature: _____
Name: Stanley S. Pasley, Supervisor/Chairman

ATTEST:

Signature: _____
Name: Tammi McClary, Council Clerk

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

FLORENCE COUNTY PROPERTY

W. LEE FLOWERS PROPERTY

TMS 00193-31-007 (real)

TMS 00193-31-009 (real)

TMS 00193-31-016 (real)

TMS 05968-13-000 (personal)

DRAFT

EXHIBIT B

WILLIAMSBURG COUNTY PARCELS

None as of _____, 2012

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Second Reading - Ordinance No. 31-2011/12 - Deferral

DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

Council Is Requested To Defer Second Reading of Ordinance No. 31-2011/12: An Ordinance Authorizing The Execution And Delivery Of A Fee In Lieu Of Taxes Agreement By And Between Florence County, South Carolina And Project Wood And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Defer Second Reading of Ordinance No. 31-2011/12.
2. Provide An Alternate Directive.

ATTACHMENT:

Ordinance No. 31-2011/12 Title.

Sponsor(s) : Economic Development
First Reading/Introduction : May 17, 2012
Committee Referral : N/A
Committee Consideration Date : N/A
Committee Reconsideration : N/A
Second Reading :
Public Hearing :
Third Reading :
Effective Date : Immediately

I, _____,
Council Clerk, certify that this
Ordinance was advertised for
Public Hearing on _____, 2012.

ORDINANCE NO. 31-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

**(An Ordinance Authorizing The Execution And Delivery Of Fee In Lieu Of Taxes Agreement
By And Between Florence County, South Carolina And Project Wood, And Other Matters
Related Thereto.)**

DRAFT

FLORENCE COUNTY COUNCIL MEETING
Thursday, June 21, 2012

AGENDA ITEM: Ordinance No. 32-2011/12
Introduction – By Title Only

DEPARTMENT: Planning and Building Inspections

ISSUE UNDER CONSIDERATION:

[An Ordinance To Zone Properties Inclusive Of All Of Council District Three East of I-95 For Uniformity In Zoning And Development Standards; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

POINTS TO CONSIDER:

OPTIONS:

ATTACHMENTS:

1. Ordinance No. 32-2011/12 (title only)

Sponsor(s)	:	Planning Commission
Planning Commission Consideration	:	
Planning Commission Public Hearing	:	
Planning Commission Action	:	
First Reading/Introduction	:	June 21, 2012
Committee Referral	:	N/A
County Council Public Hearing	:	N/A
Second Reading	:	
Third Reading	:	
Effective Date	:	Immediately

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

ORDINANCE NO. 32-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

[An Ordinance To Zone Properties Inclusive Of All Of Council District Three East of I-95 For Uniformity In Zoning And Development Standards; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.]

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Introduction of Ordinance No. 33-2011/12
By Title Only

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

An Ordinance To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The Darlington County, South Carolina Boundary Line With Florence County, South Carolina And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed; And Other Matters Related Thereto.

OPTIONS:

1. *(Recommended)* Introduce Ordinance No. 33-2011/12.
2. Provide an alternate directive.

ATTACHMENTS:

Copy of proposed Ordinance No. 33-2011/12 Title.

Sponsor(s) : County Council
First Reading : June 21, 2012
Committee Referral : N/A
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. 33-2011/12

COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR FLORENCE COUNTY

AN ORDINANCE

**To Provide For A Barricade Of Salem Road At Or Near Its Intersection With The
Darlington County, South Carolina Boundary Line With Florence County, South Carolina
And To Further Provide For The Appropriate Signage And Structure(s) To Be Installed;
And Other Matters Related Thereto.**

DRAFT

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Report to Council

DEPARTMENT: Finance
Administration

ISSUE UNDER CONSIDERATION: Approval of contract for independent auditing services for fiscal years ending June 30, 2012 through 2016.

POINTS TO CONSIDER:

1. Ten proposals were received for the County's independent audit.
2. The proposals were reviewed by the RFP evaluation panel comprised of Councilman Schofield, the County Administrator, and the Finance Director. It is the unanimous recommendation of the panel that the contract for independent auditing services be awarded to Elliott Davis, LLC, based largely upon this firm's direct experience with performing audits of county governments.
3. The contract can be cancelled after the first two years.

FUNDING FACTORS:

1. The annual fixed fee for the independent audit for each of the five years included in the contract is as follows:

June 30, 2012	\$42,250
June 30, 2013	\$42,250
June 30, 2014	\$43,250
June 30, 2015	\$43,500
June 30, 2016	\$43,500

2. The funding for the first year of this contract has been included in the FY13 budget.

OPTIONS:

1. *(Recommended)* Approve the RFP panel's recommendation and award the contract for independent auditing service for Florence County for the fiscal years ending June 30, 2012 through 2016 to Elliott Davis, LLC.
2. Provide An Alternate Directive

ATTACHMENT:

[None]

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration
Grants Department

ISSUE UNDER CONSIDERATION:

Accept allocation from the South Carolina Department of Transportation (SCDOT) under the Florence County Transportation Committee (FCTC) C funds program, PCN #41636 in the amount of \$42,500 for the resurfacing of Smith Drive.

POINTS TO CONSIDER:

1. The South Carolina Department of Transportation under the C Funds Program, PCN#41636 has allocated \$42,500 for the resurfacing of Smith Drive.
2. Acceptance of the grant includes authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

OPTIONS:

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

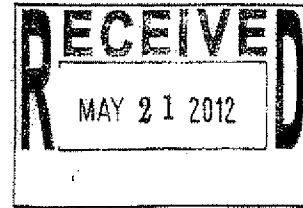
ATTACHMENTS:

Letter from South Carolina Department of Transportation dated May 17, 2012.



South Carolina
Department of Transportation

May 17, 2012



Mr. Arthur C. Gregg, Jr.
Public Works Director
Florence County
180 N. Irby Street, MSC-G
Florence, South Carolina 29501

Dear Mr. Gregg:

I am pleased to inform you that Florence County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds for an improvement project in Florence County.

Per the CTC's approval, \$42,500.00 was allocated to Florence County for local paving project **C PCN 41636**. This project is identified as resurfacing of Smith Drive. Please note that the Project Control Number (PCN) shown above will identify this project in our records and should be included on all correspondence.

Florence County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.



Mr. Arthur C. Gregg, Jr.


Page 2

May 17, 2012

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

If you have any questions or concerns, please contact me at 803-737-4832 for assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Batina Feaster".

Batina Feaster
Program Coordinator
C Program Administration

BF:bmf

Enclosures

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Reports

DEPARTMENT: FY2012/2013 State Accommodations Tax Allocations Recommended
Finance

ISSUE UNDER CONSIDERATION: Approval of FY2012/2013 State Accommodations Tax allocations to be distributed to the various recipients.

POINTS TO CONSIDER:

1. The Florence County Accommodations Tax Advisory Committee met on June 5, 2012 and received applications for the FY2012/2013 State Accommodations Tax funds.
2. The Committee deliberated allocation of the available funding.
3. Attached is their recommendation to County Council regarding the allocation of the funds.

FUNDING FACTORS:

1. \$200,000 = Total one-time costs for FY2012/2013
2. \$200,000 is funded from State Accommodations Tax funds budgeted in Fund 121. (See p. 170 in FY12/13 budget book)

OPTIONS:

1. *(Recommended)* Approve the expenditure of \$200,000 in State accommodations tax funding allocations as recommended by the Accommodations Tax Advisory Committee for FY2012/2013.
2. Refer all or some of the allocation recommendations to an Accommodations Tax Reconciliation Committee

ATTACHMENT:

1. Minutes of the meeting of the Accommodations Tax Advisory Committee.
2. Spreadsheet listing the recommendation of the Accommodations Tax Advisory Committee.

Minutes of Florence County Accommodations Tax Advisory Committee
6-05-12 5:30pm Hilton Garden Inn

Attending: Kanti Patel, Holly Beaumier, Johnny Fryar, Robert Hawkins, Shelby Kirby, Gregg Parsons

The meeting was called to order. There was discussion regarding the disbursement of accommodations tax funds.

It was concurred that the attached recommendations be forwarded to the county.

There being no further business, the meeting was adjourned.

Respectfully submitted by:
Holly Beaumier, 6-6-12

Reviewed by:

Kanti C. Patel

Kanti Patel
Chairperson

Organization / Event/Project Name	FY12-13 request	FY12-13 recommendation
Florence County Recreation	\$ 11,900.00	\$ 2,000.00
Florence Regional Arts Alliance	\$ 16,000.00	\$ 6,000.00
The Frontage Road Association	\$ 18,000.00	\$ 4,000.00
Freedom Florence (City of Florence)	\$ 55,000.00	\$ 20,000.00
Francis Marion University - Arts International Festival	\$ 25,000.00	\$ 1,000.00
Florence Tennis Association	\$ 10,000.00	\$ 3,000.00
Boys & Girls Clubs of the Pee Dee - CC Basketball Tournament	\$ 8,000.00	\$ -
Florence City-County Civic Center	\$ 82,500.00	\$ 37,000.00
Masterworks Choir	\$ 5,000.00	\$ 500.00
Florence Museum of Art, Science and History	\$ 5,000.00	\$ 500.00
The Florence CVB	\$ 140,000.00	\$ 98,400.00
Pee Dee Tourism - Darlington Car Hauler Parade	\$ 10,000.00	\$ 7,000.00
Pepsi Junior Tennis Tournament	\$ 3,000.00	\$ -
Florence Symphony Orchestra	\$ 5,000.00	\$ 500.00
Florence Downtown Development Corp. / Pecan Festival	\$ 10,000.00	\$ 500.00
Lake City Community Theatre	\$ 4,000.00	\$ 1,800.00
Southeastern Bluegrass Association of SC	\$ 5,000.00	\$ 500.00
Woods Bay State Natural Area Interpretive	\$ 600.00	\$ 300.00
Florence Area Sports Council	\$ 10,000.00	\$ 3,500.00
Timmonsville Country Christmas Festival	\$ 5,500.00	\$ 250.00
Heritage Arts Festival	\$ 12,500.00	\$ 500.00
Pee Dee Tourism Commission - Welcome Center	\$ 20,000.00	\$ 10,000.00
SC Senior Sports Classic	\$ 5,000.00	\$ 750.00
City of Johnsonville	\$ 25,000.00	\$ 1,000.00
Spirit of Florence	\$ 2,500.00	\$ -
Daffodil Festival	\$ 1,500.00	\$ 1,000.00
Florence Co. Sheriff's Dept.	\$ 191,669.00	\$ -

\$ 687,669.00 \$ 200,000.00

**funding to promote Heritage Festival

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Report to Council
Declaration of Surplus Property

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Declaration of seven (7) vehicles and one (1) water truck as surplus property for disposal through public internet auction via GovDeals.

POINTS TO CONSIDER:

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

FUNDING FACTORS:

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

OPTIONS:

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

ATTACHMENTS:

List of vehicles/equipment.

<u>UNIT</u>	<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>MILEAGE</u>	<u>COMMENTS</u>	<u>VIN #'S</u>
V0756	FORD	F-150	2004	210,542	ENG & TRAN FAIR BODY DAMAGE	1FTRF12W44NC72511
V0964	CHEVY	1500 SILVERADO	2006	124,686	ENG & TRAN FAIR, THROTTLE BODY BAD	2GCEC14V06G187902
V0965	CHEVY	1500 SILVERADO	2006	158,053	ENG & TRANS FAIR	2GCEC14V36G184590
V0975	CHEVY	1500 Z71	2006	180,147	ENG FAIR TRANS GOOD	2GCEK13Z761319392
VS143	FORD	CROWN VIC	2008	154,300	ENG & TRANS GOOD	2FAFP71V48X132979
VS193	DODGE	CHARGER	2008	131,827	ENG & TRANS GOOD	2B3KA43H58H220130
V1215	FORD	EXPLORER XLS	2001	127,608	ENG & TRANS GOOD	1FMZU62E51ZA64065
V1204	CHEVY	C8500	1998	99,081	ENG USES LOT OF OIL & TRAN GOOD	1GBS7H4CXJ100280

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Approve Agreement With Yancey Environmental Solutions, LLC For Consulting Services Related To The Lake City Park Project In The Amount Of \$75,000 To Be Funded From Grant Funding For The Project.

POINTS TO CONSIDER:

- 1) Yancey Environmental Solutions, LLC has been contracted by the Drs. Bruce and Lee Foundation for the past twelve months providing preliminary planning, design and feasibility studies for the Lake City Park Project. The grant terms require the County to assume the Foundation's role and continue the contractual relationship with Yancey Environmental Solutions, LLC through the completion of the project.
- 2) Florence County deems it appropriate and prudent to continue its relationship with Yancey Environmental Solutions, LLC as the project moves forward into future phases and therefore, Council is requested to approve an agreement with Yancey Environmental Solutions, LLC to extend consulting services throughout the final design and development of the park.
- 3) The consulting services will include assistance with application and approval to SCDHEC Brownfields voluntary Cleanup Program, as well as coordination of excavation of pond feature at the park.
- 4) The consulting services will be funded from Drs. Bruce and Lee Foundation grant funding for the project in the amount of \$75,000.

FUNDING FACTORS:

\$75,000 = Consulting services agreement with Yancey Environmental Solutions, LLC for the Lake City Park Project to be funded from grant funding for the project.

OPTIONS:

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

ATTACHMENTS:

Copy of proposed agreement with Yancey Environmental Solutions, LLC.

STATE OF SOUTH CAROLINA)

CONSULTING SERVICES AGREEMENT

COUNTY OF FLORENCE)

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

This Consulting Services Agreement entered this ____ day of June, 2012, and between Florence County, hereinafter known as Client, and Yancey Environmental Solutions, LLC, hereinafter known as YES.

Whereas, Yancey McLeod has been working with Drs. Bruce & Lee Foundation, Florence County and Lake City over the course of approximately twelve months in connection with preliminary planning, design and feasibility for a park to be located adjacent to Lake Swamp in Lake City, SC; and

Whereas, in anticipation of funding for the proposed park project in the amount of two million five hundred thousand (\$2,500,000) dollars as approved by the Drs. Bruce & Lee Foundation; and

Whereas, Florence County and Lake City officials have entered into an oral agreement as to the ownership, maintenance and management framework for the park; and

Whereas, Florence County deems it appropriate and prudent to continue its relationship with Yancey McLeod as the project moves forward into future phases.

Now therefore in consideration of the services to be performed by Yancey McLeod DBA YES for the Client as set forth herein, the Client agrees to pay YES three (3%) percent of the park project costs, payable on the 5th of each month, as follows:

- Four thousand (\$4,000) dollars per month beginning July, 2012, and each month thereafter until project is completed, or, \$75,000 has been expended, whichever comes first.

SCOPE OF SERVICES

Working with Florence County and Lake City officials:

1. Meetings with county and city officials and third party contractors as requested and necessary to consider and discuss park plans, design and implementation;
2. Assist in preparation of Requests For Qualifications (RFQs);
3. Review and discuss RFQ responses and assist in interview process as requested;
4. Coordinate and supervise all aspects of park design and construction;
5. Insure compliance with all county, state and federal laws, regulations and permit requirements; and
6. As part of the Scope of Services, YES will be responsible for any professional fees of biologist and consulting forester used in connection with planned excavated pond feature of project.

SCHEDULE

The work on this project will commence upon receipt of the executed agreement. Client acknowledges and agrees that YES will participate in the selection of the appropriate professionals. The completion of their respective services in the process will be the responsibility of such professionals and YES shall not be responsible or liable in any manner for any substantive work, work product, deliverables, acts or omissions of such professionals.

EXPENSES

All travel, lodging, meals and administrative expenses incurred by YES in the performance of this agreement will be billed in addition to the consulting fees herein. Statements will be forwarded monthly and are due ten (10) days after receipt.

CHANGE OF SCOPE

The Parties hereto agree that should any of the elements of the Scope of Services listed above materially change, this Agreement will be amended to set forth

such additional services, the additional performance time required to completion, and the additional fees to be paid to YES for such services.

OWNERSHIP OF DOCUMENTS

All reports, plans, files, computer generated documents, or any other documents produced by YES as part of this Agreement shall remain the property of YES and shall not be used by Client for any other purpose or project without the written consent of YES. All reports, plans, contracts or other documentation provided by Client to YES for purposes of this Agreement shall not be provided by YES to any other third party without Client's consent.

DISPUTE RESOLUTIONS

All claims, disputes, and other matters arising out of or relating to this Agreement or the breach thereof, not resolved by agreement of the Parties, shall be decided by binding arbitration in accordance with the then most current rules of the American Arbitration Association.

ATTORNEY FEES AND COSTS

In the event of Arbitration to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of its damages, its reasonable costs, expenses, and attorney fees.

AMENDMENT

This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

NO GUARANTEE

YES cannot and does not guarantee the approval of any portion of this project by any regulatory agency, or the issuance of any permit regarding this project. Any comments of YES regarding the outcome of the Client's matter are expressions of professional opinion only. No subsequent statement by YES or its employees will be construed as a promise or guarantee as to the outcome of the Client's matter unless expressly set forth in writing and signed on behalf of YES. Payment of YES's fees shall not be contingent on the outcome of any work to be performed by YES hereunder.

TERMINATION

Upon the execution of this agreement, the right to terminate by either party will be available in the event of a breach of the terms of the contract or by either party hereto upon 45 days written notice to either party. The Client agrees to pay YES for all fees and expenses advanced and/or incurred for services rendered through the date of termination of the Agreement. YES agrees to provide Client the right to reproduce copies of all documents produced by YES or which YES has accumulated on behalf of the Client.

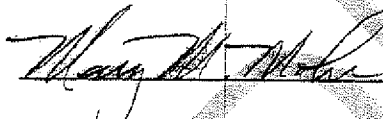
DISCLAIMER

In connection with this Agreement, YES will not provide legal, accounting or tax advice for services. As there are tax and legal issues with this Project, Client is encouraged to seek advice from tax and legal professionals.

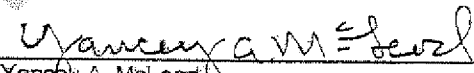
This Agreement is subject to and will be governed by the laws of the State of South Carolina.

In witness whereof, the undersigned have set their hands and seals the date above mentioned.

WITNESS


6-6-12
Print Name

YANCEY ENVIRONMENTAL SOLUTIONS, LLC

By: 
Yancey A. McLeod
Date: 6-6-12

FLORENCE COUNTY

Print Name

By: _____
Its: _____
Date: _____

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Reports to Council

DEPARTMENT: Procurement Department

ISSUE UNDER CONSIDERATION:

Request the appointment of a Council member to serve on the review panel for RFQ #13-11/12 Landscape Architect Services for the Lake City Park Project.

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Grant Award
South Carolina Department of Public Safety

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUES UNDER CONSIDERATION:

Accept Grant Award #1G12012 In The Amount Of \$68,303 From The South Carolina Department Of Public Safety Under The 2012 Justice Assistance (JAG) Grant Program For Operational Costs Associated With The Drug Analysis Lab At The Law Enforcement Center.

POINTS TO CONSIDER:

1. Florence County will utilize the South Carolina Department of Public Safety 2012 JAG Grant to assist with the personnel cost and supplies necessary to operate the Drug Analysis Lab at the Law Enforcement Center.
2. The total estimated cost for the third year operation of the Drug Analysis Lab is \$75,892.
3. The grant requires a 10% match which has been included in the Florence County Sheriff's Office FY13 departmental budget request.
4. This award is granted as the third and final year of funding through this program. Florence County Sheriff's Office will be required to maintain and fully fund staff position/s at the end of the last grant period funded from the departments appropriated funds.
5. Acceptance of the grant includes authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

FUNDING FACTORS:

1. \$75,892 = Total cost for personnel and supplies for year three operations of the drug analysis lab under the South Carolina Department of Safety JAG grant #1G12012.
2. \$7,589 = Required local match included in the FY 13 Sheriff's Office departmental budget request.

OPTIONS:

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

ATTACHMENTS:

Grant Award Letter from the South Carolina Department of Public Safety.

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Florence County
Grant Title: Drug Analysis Laboratory
Grant Period: 7/1/2012 - 6/30/2013 Date of Award: May 25, 2012
Amount of Award: \$68,303 Grant No.: 1G12012

In accordance with the provisions of the Edward Byrne Memorial Justice Assistance Grant Program (JAG), CFDA No. 16.738, and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Justice Assistance Grant program grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the Budget Detail Page of the grant application is available on our website for the subgrantee's use in completing the request for payment forms.

The grant shall become effective, as of the date of the award, upon return to Accounting-Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date above, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted to Accounting-Grants in accordance with regulations.



Bonnie Burns, Program Manager
Office of Justice Programs

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign



Burke O. Fitzpatrick, Administrator
Office of Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Grant Award
South Carolina Department of Public Safety

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUE UNDER CONSIDERATION:

Accept A South Carolina Department of Public Safety Justice Assistance (JAG) Grant #1GSI09016 In The Amount Of \$75,856 To Be Used For Equipment.

POINTS TO CONSIDER:

- 1) Florence County Sheriff's Office will utilize the South Carolina Department of Public Safety Justice Assistance (JAG) Grant #1GSI09016 in the amount of \$75,856 for the purchase of protective body armor and tasers.
- 2) Matching funds are included in the FY 13 Sheriff's Office departmental budget request.
- 3) Acceptance of the grant includes the authorization of appropriate general ledger accounts within the Grant Fund.

FUNDING FACTORS:

- 1) \$84,285 = Total cost of body armor and tasers for the Florence County Sheriff's Office.
- 2) \$8,429 = Required match requested in the FY 13 Sheriff's Office departmental budget request.

OPTIONS:

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

ATTACHMENTS:

Grant Award Notice.

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD


Subgrantee: Florence County
Grant Title: Protective Body Armor Acquisition and Taser Procurement
Grant Period: 6/1/2012 - 12/31/2012 Date of Award: May 22, 2012
Amount of Award: \$75,856 Grant No.: 1GSI09016

In accordance with the provisions of the Edward Byrne Memorial Justice Assistance Grant Program (JAG), CFDA No. 16.803 (Federal Grant #2009-SU-B9-0024), and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Justice Assistance Grant program grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the Budget Detail Page of the grant application is available on our website for the subgrantee's use in completing the request for payment forms.


The grant shall become effective, as of the date of the award, upon return to Accounting-Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date above, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted to Accounting-Grants in accordance with regulations.



Bonnie Burns, Program Manager
Office of Justice Programs

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign



Burke O. Fitzpatrick, Administrator
Office of Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Grant Award
South Carolina Department of Public Safety

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUES UNDER CONSIDERATION:

Accept Grant Award #1G12011 In The Amount Of \$45,000 From The South Carolina Department Of Public Safety 2012 Justice Assistance (JAG) Grant Program To Provide An Upgraded Fingerprint Capturing System For The Florence County Sheriff's Office.

POINTS TO CONSIDER:

1. Florence County will utilize the South Carolina Department of Public Safety 2012 JAG Grant to purchase a finger print capturing system for the Florence County Sheriff's Office to aid in the Records Division and Sex Offender Registry.
2. The total cost of the replacement equipment is \$50,000.
3. The grant requires a 10% match which has been included in the Florence County Sheriff's Office FY13 departmental budget request.
4. Acceptance of the grant includes authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

FUNDING FACTORS:

1. \$50,000 = Total cost for the finger print capturing system upgrade under the South Carolina Department of Safety JAG grant.
2. \$5,000 = Required local match included in the Florence County Sheriff's Office FY13 departmental budget request.

OPTIONS:

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

ATTACHMENTS:

Grant Award Letter from the South Carolina Department of Public Safety.

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF JUSTICE PROGRAMS
POST OFFICE BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

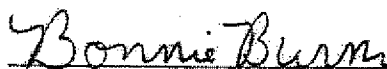
Subgrantee: Florence County
Grant Title: LIVE SCAN Device
Grant Period: 7/1/2012 - 6/30/2013 Date of Award: May 25, 2012
Amount of Award: \$45,000 Grant No.: 1G12011

In accordance with the provisions of the Edward Byrne Memorial Justice Assistance Grant Program (JAG), CFDA No. 16.738, and on the basis of the application submitted, the South Carolina Department of Public Safety hereby awards to the foregoing Subgrantee a grant in the federal amount shown above, for the projects specified in the application and within the purposes and categories authorized for Justice Assistance Grant program grants.

This grant is subject to the terms and conditions set forth in the application and to the special conditions attached to the grant award.

Payment of Funds: Grant funds will be disbursed to subgrantees (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the Budget Detail Page of the grant application is available on our website for the subgrantee's use in completing the request for payment forms.

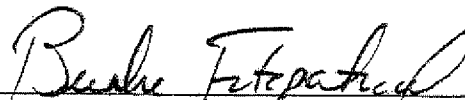
The grant shall become effective, as of the date of the award, upon return to Accounting-Grants of an originally signed copy of this form signed by the Official Authorized to Sign in the space provided below. This award must be accepted within thirty (30) days from the date above, and such quarterly and other reports required by the South Carolina Department of Public Safety must be submitted to Accounting-Grants in accordance with regulations.



Bonnie Burns, Program Manager
Office of Justice Programs

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign



Burke O. Fitzpatrick, Administrator
Office of Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED.

FLORENCE COUNTY COUNCIL MEETING

June 21, 2012

AGENDA ITEM: Grant Award
South Carolina Department of Public Safety

DEPARTMENT: Florence County Sheriff's Office
Grants Department

ISSUES UNDER CONSIDERATION:

Accept Grant Award #1V10119 In The Amount Of \$4,703 From The South Carolina Department Of Public Safety Victims of Crime Act (VOCA) Grant Program To Provide Equipment Improvements For The Florence County Sheriff's Office.

POINTS TO CONSIDER:

1. Florence County will utilize the South Carolina Department of Public Safety VOCA Grant to purchase equipment improvements for the Florence County Sheriff's Office to aid the Victim/Witness Advocate.
2. The total cost of the equipment improvements is \$5,880.
3. The grant requires a 20% match which is included in the Florence County Sheriff's Office FY13 departmental budget request.
4. Acceptance of the grant includes authorization of appropriate general ledger accounts within the Grant Fund to account for the grant.

FUNDING FACTORS:

1. \$5,880 = Total cost for the equipment improvements under the South Carolina Department of Safety VOCA grant.
2. \$1,177 = Required local match which is included in the Florence County Sheriff's Office FY13 departmental budget request.

OPTIONS:

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

ATTACHMENTS:

Grant Award Letter from the South Carolina Department of Public Safety.



South Carolina Department of Public Safety
Office of Justice Programs

June 4, 2012

Mr. Thomas B. Robinson
County Administrator
Florence County
180 North Irby Street, MSC-G
Florence, South Carolina 29501-3456

RE: Victims of Crime Act Program Grant No. IV10119
Victim/Witness Advocate Equipment Improvements

Dear Mr. Robinson:

Enclosed is the original grant award approved by this office in the amount of \$4,703. In order to complete the contract for this award, it is necessary that the Official Authorized to Sign return the original grant award with an original signature within 30 days from the date of this award. The signed original should be sent to:

Ms. Daphne B. Shook, Senior Accountant
S.C. Department of Public Safety, Accounting-Grants
Post Office Box 1993, Building D, Floor 1
Blythewood, South Carolina 29016-1993

Copies of the grant *Request for Financial Payment/Quarterly Fiscal Report Forms* can be found on our website at www.scdps.org/oag. The financial reports should be completed for each calendar quarter ending date, and are due 30 days after the end of each quarter. The *Programmatic Progress Report Form* also can be found in GMIS. The due dates and periods covered for programmatic progress reports are indicated on the GMIS version of the *Programmatic Progress Report Form*.

Sincerely,


Burke O. Fitzpatrick
Administrator

BOF:lg
Enclosures

c: Ms. Kathy N. Nephew
VOCA Official File

Post Office Box 1993, 10311 Wilson Boulevard
Blythewood, South Carolina 29016

Florence County Council Meeting
June 21, 2012

AGENDA ITEM: Other Business
Infrastructure Project
Requested by Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$2,171 From Council District 5 Infrastructure Funding Allocation To Assist The Olanta Rural Fire Department With Purchasing Class A Foam.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
 Johnnie D. Rodgers, Jr.

Date:

ATTACHMENTS:

Request from the Olanta Rural Fire Department

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

Oianta Rural Fire Department

P. O. Box 366

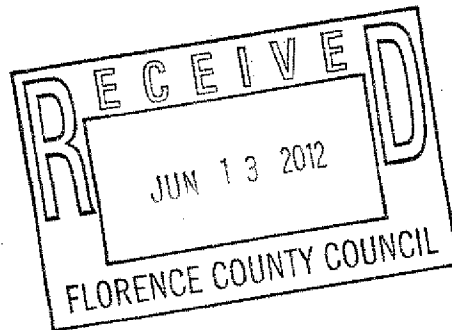
Oianta, S.C. 29114

Phone 843-659-4556

James L. Coker, Jr., Chief

June 11, 2012

Florence County Council
City County Complex
180 N. Irby St.
Florence, S.C. 29501



Dear County Council,

Please find attached a copy of a quote from Wally's Fire and Safety Equipment, Inc. for a five gallon pail of Class A foam in the amount of \$2,170.80. We are asking for your assistance with this purchase and would greatly appreciate any help given. As aiways, thanks for all that you do to help all of the fire departments.

Sincerely,

Chief Jimmy Coker

Wally's Fire & Safety Equipment, Inc.
PO BOX 1023 / 1317 S. HWY. 41
MULLINS SC 29574

TOLL FREE: 888-784-2224

FAX: 843-464-1001

www.wallysfire.com

Quote	QTE08747
Date	6/11/2012
Page	1

QUOTE

Bill To:

OLANTA RURAL FIRE DEPT.
ATTN: ACCOUNTS PAYABLE
PO BOX 366
OLANTA SC 29114

Ship To:

OLANTA RURAL FIRE DEPT.
ATTN: CHIEF JIMMY COKER
3505 OLANTA HWY.
OLANTA SC 29114

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	
	OLANTARURALFD	JEFF	PICKUP	Net 30	0/0/0000	
QTY	Item Number	Description	Unit Price	Ext. Price		
30	NF 2170-0340-6	RESPONDER, CLASS A, 5 GALLON PAIL	\$67.00	\$2,010.00		
1	WF&S NOTE	***** NOTE ***** FREE FREIGHT IF PICKED UP AT WALLY'S FIRE & SAFETY	\$0.00	\$0.00		

CHIEF JIMMY COKER (M) 843-472-1710

Subtotal	\$2,010.00
Misc	\$0.00
Tax	\$160.80
Freight	NOT INCLUDED
Trade Discount	\$0.00
Total	\$2,170.80

THANK YOU FOR THIS OPPORTUNITY!

Florence County Council Meeting
June 21, 2012

AGENDA ITEM: Other Business
Infrastructure Project
Requested by Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$8,000 From Council District 5 Infrastructure Funding Allocation To Assist The Town Of Olanta With Costs For A New Roof And Painting The Town Hall And Museum.

FUNDING SOURCE:

XXX Infrastructure _____ Road System Maintenance _____ Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
 Johnnie D. Rodgers, Jr.

Date:

ATTACHMENTS:

Request from the Town of Olanta

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

Connie Y. Haselden, Clerk to Council



TOWN OF OLANTA
POST OFFICE BOX 396
OLANTA, SOUTH CAROLINA 29114

Mayor
Jimmy McCutcheon
Mayor Pro-tem
Mary M. Huggins

Mitch Driggers
Eric Evans
Lossie J. Hyman
Council Members

June 8, 2012

To: Johnny Rodgers
Florence County Council

From: Jimmy McCutcheon
Mayor of Olanta

Subject: Olanta Town Hall and Museum Project

The Town of Olanta is in the process of establishing a combination Town Hall and Museum to be located at 103 Park Avenue and is in need of financial assistance in completing the project.

On behalf of the Town, I would like to request \$8,000 to cover the estimated cost of the new roof and painting.

Please let me know if you need additional information.

Best regards,


Jimmy McCutcheon
Mayor of Olanta

Florence County Council Meeting
June 21, 2012

AGENDA ITEM: Other Business
Infrastructure/Utility Project

DEPARTMENT: County Council/Sheriff

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of A Total Amount Not To Exceed \$24,000.00 From Council Districts' Infrastructure/Utility Funding Allocations As Indicated Below (Approximately \$2,266.67 From Each District) To Assist The Florence County Sheriff's Office With The Cost For The Interface To Have Electronic Medical Records System/Pharmacy Records Interfaced With The Existing New World Corrections Software.

FUNDING SOURCE:

<u>XXX</u> Infrastructure	<u> </u> Road System Maintenance	<u>XXX</u> Utility
Requested by Councilmember: Johnnie D. Rodgers, Jr., District 5		
Amount: <u>\$2,666.67 (I / U)</u>	<u>\$2,666.67 (I / U)</u>	<u>\$2,666.66 (I / U)</u>
Signed: <u>K. G. Rusty Smith, Jr.</u>	<u>Roger M. Poston</u>	<u>Alphonso Bradley</u>
Amount: <u>\$2,666.67 (I / U)</u>	<u>\$2,666.67 (I / U)</u>	<u>\$2,666.66 (I / U)</u>
Signed: <u>Mitchell Kirby</u>	<u>Johnnie D. Rodgers, Jr.</u>	<u>Russell W. Culberson</u>
Amount: <u>\$2,666.67 (I / U)</u>	<u>\$2,666.67 (I / U)</u>	<u>\$2,666.66 (I / U)</u>
Signed: <u>Waymon Mumford</u>	<u>James T. Schofield</u>	<u>H. Morris Anderson</u>

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
June 21, 2012

AGENDA ITEM: Other Business
Infrastructure/Utility Project

DEPARTMENT: County Council/Sheriff

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of A Total Amount Not To Exceed \$20,400.00 From Council Districts' Infrastructure/Utility Funding Allocations As Indicated Below (Approximately \$2,266.67 From Each District) To Assist The Florence County Sheriff's Office With The Purchase Of An Additional Smart VMS HT Variable Message Display/Trailer To Be Used To Advise The Public Regarding Road Conditions, Amber Alerts, Etc.

FUNDING SOURCE:

<u>XXX</u> Infrastructure	Road System Maintenance	<u>XXX</u> Utility
Requested by Councilmember: Johnnie D. Rodgers, Jr., District 5		
Amount: <u>\$2,266.67 (I / U)</u>	<u>\$2,266.67 (I / U)</u>	<u>\$2,266.66 (I / U)</u>
Signed: _____ K. G. Rusty Smith, Jr.	_____ Roger M. Poston	_____ Alphonso Bradley
Amount: <u>\$2,266.67 (I / U)</u>	<u>\$2,266.67 (I / U)</u>	<u>\$2,266.66 (I / U)</u>
Signed: _____ Mitchell Kirby	_____ Johnnie D. Rodgers, Jr.	_____ Russell W. Culberson
Amount: <u>\$2,266.67 (I / U)</u>	<u>\$2,266.67 (I / U)</u>	<u>\$2,266.66 (I / U)</u>
Signed: _____ Waymon Mumford	_____ James T. Schofield	_____ H. Morris Anderson

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

June 21, 2012

AGENDA ITEM Other Business
Council District #5

DEPARTMENT County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$11,138.00 from Council District #5 funding allocations to pay for crushed asphalt for a portion of Baldwin Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE

____ Infrastructure
____ Road System Maintenance
____ Utility

SIGNED:

Requested by Councilmember: 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

June 21, 2012

AGENDA ITEM: Other Business
Road System Maintenance Fee (RSMF) Project
Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$14,850.00 From Council District 5 RSMF Funding Allocation To Pay For Crushed Asphalt For A Portion Of Wylie Road.

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

_____ Infrastructure
XXX Road System Maintenance
_____ Utility

SIGNED: _____ verbally approved – signature pending

Requested by Councilmember: 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

June 21, 2012

AGENDA ITEM Other Business
Council District #9

DEPARTMENT County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$38,808.00 from Council District #9 funding allocations to pay for resurfacing of Ames Bury Pt. (1 1/2" Surface Type C)


The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED:


Requested by Councilmember: Dr. Morris Anderson

Date: 6/13/12

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

June 21, 2012

AGENDA ITEM Other Business
Council District #9

DEPARTMENT County Council

ISSUE UNDER CONSIDERATION:

Approval of the expenditure of up to \$39,985.00 from Council District #9 funding allocations to pay for resurfacing of Hampton Pt. Entrance (1 1/2" Surface Type C) 6" Full Depth Patch

The cost estimate was prepared by Florence County Public Works.

Funding availability subject to confirmation by Finance Department.

FUNDING SOURCE:

☐ Infrastructure
☒ Road System Maintenance
☐ Utility

SIGNED:


Requested by Councilmember: Dr. Morris Anderson

Date:

6/13/12

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
June 21, 2012

AGENDA ITEM: Other Business
Utility Project
Requested by Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$15,000 From Council District 5 Utility Funding Allocation To Assist The City Of Lake City With The Installation Of Sewer In Coward, South Carolina.

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
 Johnnie D. Rodgers, Jr.

Date:

ATTACHMENTS:

Request from the City of Lake City

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

(040) 374-0420 p. 1

CITY OF LAKE CITY

Lovith Anderson, Jr.
Mayor

Gloria C. Tisdale
Mayor Pro Tem

Marion C. Lowder
City Administrator

John H. Whittleton, Sr., Esq.
Assistant City Administrator

Cherline L. Wolf, CMC
Clerk to Council



Members of Council

Billy H. Brown, Jr.

Sondra Fleming-Crosby

Wilhelmena W. Scott

William J. Sebnick

Jason M. Springs

June 8, 2012

Fax: Ms. Connie Haselden 665-3042
Chairman K. G. "Rusty" Smith, Jr. 210-7370

The Honorable Johnny Rodgers
Florence County Council
Florence, SC 29501

Dear Councilman Rodgers:

The City of Lake City is requesting assistance with funding to place sewer in Coward, South Carolina. The funding amount needed is \$15,000. We ask for your approval of this very worthwhile project.

Thank you for any consideration you can give us with this project. If you have any questions concerning this, please contact me at (843) 598-1472.

Sincerely

Marion C. Lowder
City Administrator

cw

Florence County Council Meeting
June 21, 2012

AGENDA ITEM: Other Business
Utility Project
Requested by Council District 5

DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Approve The Expenditure Of Up To \$1,594 From Council District 5 Utility Funding Allocation For The Purchase Of Equipment For The South Lynches Fire Department, Station 3. *(piercing nozzle and shut-off valve, foam eductor system and installation)*

FUNDING SOURCE:

_____ Infrastructure _____ Road System Maintenance XXX Utility

Requested by Councilmember:

Signed: verbally approved – signature pending
 Johnnie D. Rodgers, Jr.

Date:

ATTACHMENTS:

Request from South Lynches Fire Department

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



SOUTH LYNCHES FIRE DEPARTMENT

STATION 1 - LAKE CITY
STATION 2 - COWARD
STATION 3 - CAMP BRANCH
STATION 4 - CADES
STATION 5 - LEO-CAMERONTOW
STATION 6 - SCRANTON

May 23, 2012

Councilman Johnnie D. Rodgers, Jr.
832 Trifalia Road
Scranton, SC 29591

Dear Councilman Rodgers:

I was sad to hear about your resignation from the Florence County Council after serving the Camp Branch community for so many years.

You have always been a supporter of the South Lynches Fire Department and especially the Camp Branch Station Three.

They are in need of several pieces of equipment to enhance their ability to serve the Camp Branch community. A piercing nozzle and shut-off valve will greatly enhance their ability to more efficiently control tobacco bulk barn fires, vehicle engine compartment fires, attic fires and etc. A foam educator system added to the existing brush truck unit will improve the extinguishment of brush and grass fires, and regulate vs batch mixing the amount of foam used, reducing the amount used and cost for foam.

The cost of these items is:

- Piercing nozzle and shut-off valve - \$793.80.
- Foam educator system and installation - \$900.00

I am asking by copy of this letter if you may be able to assist with the cost of these items.

If not, they understand. If so, the members of this fire station would be very appreciative of your contribution to their efforts of providing the best fire protection to the community.

Sincerely,

John Baker - Administrator
South Lynches Fire Department

PROPOSED ADDITIONS TO THE
JUNE 21, 2012 AGENDA

DESCRIPTION
(Requested by)

DATE REC'D

ITEM

ORDINANCES:

Council District 3	06/19/12	Replace/Amend the title of Ordinance No. 32-2011/12 to read as follows: An Ordinance To Zone Properties Inclusive Of All Unzoned Properties In Council District Three East Of I-95 To R-3A; Consistent With The Land Use Element And Map Of The Florence County Comprehensive Plan; And Other Matters Related Thereto.
--------------------	----------	--

OTHER
BUSINESS:

Council District 5	06/18/12	Approve The Expenditure Of Up To \$40,000 From Council District 5 Utility Funding Allocation To Aid The City Of Lake City With The Expansion Of The Water Line On North Matthews Road And Crane Neck Road.
--------------------	----------	--

Council District 5	06/20/12	Approve The Expenditure Of Up To \$15,000 From Council District 5 Infrastructure Funding Allocation To Assist The Town Of Coward With The Purchase Of One (1) Police Vehicle.
--------------------	----------	---