

REGULAR MEETING OF FLORENCE CITY COUNCIL

MONDAY, SEPTEMBER 8, 2008 - 1:00 P.M.

CITY-COUNTY COMPLEX, CITY COUNCIL CHAMBERS, ROOM 604

FLORENCE, SOUTH CAROLINA

AGENDA

I. CALL TO ORDER

II. INVOCATION

Pledge of Allegiance to the American Flag

III. APPROVAL OF MINUTES

Special Meeting - August 7, 2008

Regular Meeting - August 11, 2008

Special Meeting - August 14, 2008

IV. SPECIAL HONORS AND RECOGNITIONS

Service Certificates

Tommy Rotan - 35 years - Public Works Department

Edward Johnson - 25 years - Public Works Department

Jimmy Brown - 15 years - Public Works Department

V. APPEARANCE BEFORE COUNCIL

- a. *Lori Phillips, SC DHEC - to make a brief educational/informational presentation regarding the issue of a smoke free ordinance for the City of Florence.*
- b. *Mr. Jim Crooks - to speak on behalf of Strengthening Florence Families - "Keep Sunday Safe & Sober - Vote No" on the referendum to allow Sunday alcohol sales.*
- c. *Mr. George Jebaily, Downtown Development Corporation - to discuss the possibility of the City of Florence providing funding for the purchase of a downtown property.*

VI. ORDINANCES IN POSITION

- a. **Bill No. 2008-13 - Second Reading**
An Ordinance to amend Section 2.5-Table III, Section 3.21, Section 5.2-Table VIII, Section 7.6, and Section 7.7 of the City of Florence Zoning Ordinance for setbacks, text errors, accessory structure rules and commercial and industrial property access.
(Note: Staff has requested this item be deferred to a future meeting)
- b. **Bill No. 2008-16 - Second Reading**
An Ordinance to amend Section 2.9 of the Consolidated Zoning Ordinance by adding to the existing Ordinance in order to create the Wilson Road Residential Overlay District associated with Design Guidelines and to provide for their enforcement and administration.
- c. **Bill No. 2008-42 - Second Reading**
An Ordinance to abandon unopened right-of-way on North Guerry St.
- d. **Bill No. 2008-43 - Second Reading**
An Ordinance to authorize the execution and delivery of various documents in order to fund a portion of the costs associated with soil remediation of the former Bush Recycling Center; to authorize the execution and delivery of those documents in connection therewith; and other matters relating thereto.
- e. **Bill No. 2008-46 - Second Reading**
An Ordinance authorizing the conveyance of two parcels designated as Tax Map Parcels 90168-02-009 and 90168-02-011 in the records of the Florence County Tax Assessor to the Florence Downtown Development Corporation.

VII. INTRODUCTION OF ORDINANCES

- a. **Bill No. 2008-45 - First Reading**
An Ordinance authorizing the sale of a parcel containing approximately 1.84 acres and being more fully shown on a plat of said parcel made for Florence County by Heller and Associates, Inc. dated November 29, 1989 and recorded in the Office of the Clerk of Court for Florence County in Plat Book 36 at page 38 and being the parcel designated as Tax Map 246-01-030 in the records of the Florence County Tax Assessor.
- b. **Bill No. 2008-47 - First Reading**
An Ordinance to annex and zone property owned by Mr. Rodney Moody, located at 601 N. Wiltshire Drive.

- c. Bill No. 2008-48 - First Reading
An Ordinance to annex property owned by South Florence Developers, LLC, located on Third Loop Road.*
- d. Bill No. 2008-49 - First Reading
An Ordinance to annex property owned by South Florence Developers, LLC, and Mr. F. Prosser, located on Howe Springs Road.*

VIII. REPORTS TO COUNCIL

- a. Appointments to Boards and Commissions*
- b. Mr. David Williams - A report on a request for funding for roof improvements by the Boys and Girls Club*

IX. EXECUTIVE SESSION

- a. Personnel Matter*

X. ADJOURN

**SPECIAL MEETING OF FLORENCE CITY COUNCIL
THURSDAY, AUGUST 7, 2008 - 3:00 P.M.
CITY-COUNTY COMPLEX, CITY MANAGER'S CONFERENCE ROOM, #605
FLORENCE, SOUTH CAROLINA**

PRESENT: Mayor Frank E. Willis called the special meeting to order at 3:00 p.m. with the following members present: Mayor Pro tem Billy D. Williams, Councilman William C. Bradham, Jr.; Councilman Frank J. Brand, II; Councilman Richard L. Woodard; and Councilman Robert C. Holland, Jr. Councilman Edward Robinson arrived at 3:07 p.m.

ALSO PRESENT: David N. Williams, City Manager; Dianne M. Rowan, Municipal Clerk; James W. Peterson, Jr., City Attorney; and Tom Shearin, Special Services Administrator.

Notices of this special meeting were sent to the media informing them of the date, place and time of the special meeting. Chuck Tomlinson of the Morning News was present for the meeting.

ORDINANCES IN POSITION

BILL NO. 2008-41 - SECOND READING

AN ORDINANCE TO AMEND ORDINANCE NO. 2008-04 TO CHANGE THE DEADLINE FOR PARTIES TO CERTIFY CANDIDATES TO THE MUNICIPAL ELECTION COMMISSION FROM AUGUST 15, 2008 TO SEPTEMBER 5, 2008, WHICH MATCHES THE STATUTORY GUIDANCE THAT THE DEADLINE BE 60 DAYS PRIOR TO THE GENERAL ELECTION.

An Ordinance to amend Ordinance No. 2008-04 to change the deadline for parties to certify candidates to the Municipal Election Commission from August 15, 2008 to September 5, 2008 which matches the statutory guidance that the deadline be 60 days prior to the General Election was adopted on second reading.

Mayor Willis recused himself from the discussion and voting of this Ordinance due to a potential conflict of interest.

Mayor Willis requested Mayor Pro tem Williams to preside during the voting on this Ordinance.

Councilman Holland made a motion to adopt Bill No. 2008-41 on second reading. Councilman Bradham seconded the motion, which carried unanimously.

Mayor Willis was not present during the voting related to this Ordinance.

INTRODUCTION OF ORDINANCES

BILL NO. 2008-44 - FIRST READING

AN ORDINANCE TO PROVIDE FOR A PUBLIC REFERENDUM TO BE HELD AT THE GENERAL ELECTION IN NOVEMBER, 2008, TO DETERMINE WHETHER OR NOT TO AUTHORIZE TEMPORARY PERMITS FOR THE SALE OF ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY OF FLORENCE PURSUANT TO SOUTH CAROLINA CODE § 61-6-2010.

An Ordinance to provide for a Public Referendum to be held at the General Election in November 2008, to determine whether or not to authorize temporary permits for the sale of

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alcoholic beverages on Sunday in the City of Florence pursuant to South Carolina Code § 61-6-2010 was passed on first reading.

Mr. Jim Symons, addressed Council, as a citizen and resident of Florence, with his concerns regarding this Ordinance. Mr. Symons urged Council to vote against allowing a referendum being placed on the November General Election ballot that would allow on premise sales of alcoholic beverages on Sunday. Mr. Symons questioned if allowing Sunday alcohol sales would be progress for the city. Mr. Symons also asked about the proposed economic benefits to the city as it will cost more for police and rescue services due to more alcohol related situations.

Mr. Mike Alexander, President of the S. C. Hotel and Motel Association, stated to Council that passing this Ordinance would give the citizens a chance to vote on the issue of whether or not to allow on premise Sunday sale of alcoholic beverages and that City Council would not be deciding this for the City of Florence. This Ordinance does not address package sales.

Councilman Holland made a motion to pass Bill No. 2008-44 on first reading. Councilman Williams seconded the motion.

Voting in favor of the proposed Ordinance was Councilman Edward Robinson, Mayor Pro tem Billy D. Williams, Councilman William C. Bradham, Jr., Councilman Frank J. Brand, II and Councilman Robert C. Holland, Jr.

Voting against the proposed Ordinance was Mayor Frank E. Willis and Councilman Richard L. Woodard.

ADJOURN

There being no further business to discuss, Councilman Holland made a motion to adjourn the meeting. Mayor Pro tem Williams seconded the motion, which carried unanimously. The Special Meeting was adjourned at 3:10 p.m.

Dated this _____ day of August, 2008.

Dianne M. Rowan, Municipal Clerk

Frank E. Willis, Mayor

MEMORANDUM

TO: City Council and Dianne Rowan, Municipal Clerk

FROM: Frank E. Willis, Mayor

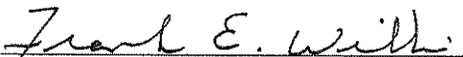
DATE: August 7, 2008

RE: Notification of Recusal

1. The purpose of this Memo is provide my written notice of my recusal from any participation in the consideration of a possible amendment of Ordinance 2008-04 to change the deadline for parties to certify their candidates to the Municipal Election Commission from August 15, 2008 to September 5, 2008. Since the Democratic Primary for Mayor is the contested election involved, I feel I have a conflict of interest and should not take part in this matter at the Special Meeting of Council set for 3:00 on August 7, 2008.

~~2. In order to avoid any appearance of participation on this issue, I will not be present at the Special Meeting.~~

~~3. As a result, I would request that the Mayor Pro Tem be notified that he should be prepared to chair this meeting.~~


Frank E. Willis
Mayor

**REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, AUGUST 11, 2008 - 1:00 P.M.
CITY-COUNTY COMPLEX, CITY COUNCIL CHAMBERS, ROOM 604
FLORENCE, SOUTH CAROLINA**

MEMBERS PRESENT: Mayor Frank E. Willis called the regular meeting to order at 1:00 p.m. The following members were present for the meeting: Councilman Frank J. Brand, II; Councilman Rick Woodard; Councilman William C. Bradham, Jr.; Councilman Ed Robinson; Mayor Pro tem Billy D. Williams; and Councilman Robert C. Holland, Jr.

ALSO PRESENT: David N. Williams, City Manager; Dianne M. Rowan, Municipal Clerk; Phillip Lookadoo, Director of Urban Planning and Downtown Development; Chief Randy Osterman, Florence Fire Department; Thomas Chandler, Director of Finance; Darene Stankus, Director of Human Resources; Tom Shearin, Special Services Administrator; Scotty Davis, Director of Community Services; and Drew Griffin, Director of Public Works.

Notices of this regular meeting were sent to the media informing them of the date, place and time of the meeting. Chuck Tomlinson of the Morning News was present. Also present from the media were Tonya Brown of WPDE TV-15; Lindsay Housaman of WMBF TV-10; and Patricia Burkett of WBTW TV-13.

INVOCATION

Mayor Pro tem Billy D. Williams gave the invocation, which was followed by the Pledge of Allegiance to the American Flag.

APPROVAL OF MINUTES

Councilman Bradham made a motion to approve the minutes of the Regular Meeting of July 14, 2008 and the special meeting of July 31, 2008. Councilman Holland seconded the motion, which carried unanimously.

SPECIAL HONORS AND RECOGNITIONS

Mayor Willis presented Adgie Kelly a certificate recognizing his 35 years of service with the City of Florence Public Works Department.

Naomi Eaddy was recognized for completing 25 years of service with the City of Florence Police Department.

Mayor Willis presented Allen Heidler a certificate recognizing 25 years of service with the City of Florence Police Department.

Joseph Wallace received a certificate from Mayor Willis in recognition of completing 20 years of service with the City of Florence Public Works Department.

Mayor Willis presented Drew Griffin with a certificate recognizing his 20 years of service with the City of Florence Public Works Department.

Chief Randy Osterman accepted a certificate from Mayor Willis on behalf of Phillip Leake for completing 20 years of service with the City of Florence Fire Department.

Larry King was presented a certificate by Mayor Willis for completing 10 years of service with the City of Florence Public Works Department.

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APPEARANCES BEFORE COUNCIL

Commandant Don Jones and Committee Chairman Clifford N. Gade - to request Council's support for the naming of the Florence Veterans' Clinic in honor of Major Julian D. Dusenbury, USMC.

Committee Chairman Clifford N. Gade reported that a request has been sent to Congressman James E. Clyburn to support the naming of the building that will house the new Veterans' Administration Medical Clinic in Florence, SC, in honor of Major Julian D. Dusenbury, USMC. Congressman Clyburn has been requested to endorse a petition that has been sent to Washington, D.C. to name the building in honor of Major Dusenbury.

Chairman Gade requested that City Council endorse the petition that was sent to Washington, DC, with a letter to Congressman Clyburn supporting their request to name the building in honor of Major Dusenbury.

Councilman Brand made a motion to approve this request. Councilman Holland seconded the motion, which carried unanimously.

The Florence International Basketball Association 15U Team - Bronze Medal winners in the International Children's Games.

Mr. George Washington introduced the coaches and members of the 15U Basketball Team that competed and won the bronze medal at the Children's International Games that were held in San Francisco, California.

Mr. Carlos Washington presented a plaque to City Council and to the City Manager's Office in appreciation of their support of the International Children's Games for the past 7 years.

Mr. Wayne George, Senior Field Services Manager for the Municipal Association of South Carolina - to make a presentation to City Council.

Mr. Wayne George, Senior Field Services Manager for the Municipal Association of South Carolina presented the Municipal Achievement Award for the Mayor's Coalition to Prevent Juvenile Crime to Council. The award was presented to the City of Florence at the annual meeting of the Municipal Association of South Carolina that was held in Charleston, SC in July. The City of Florence won the award in the category of Public Service. The Coalition is made up of government officials, private citizens, municipal officials, county and state government agencies, educators, business leaders and human service agencies. Some of the Coalition's most successful strategies have been after school programming, job placement services and parenting tips on how to discuss difficult issues with children.

Mr. George congratulated the City of Florence on winning this award.

Florence Phantoms - 2008 American Indoor Football Association Champions

Mayor Willis introduced Ms. Barbara Spivey, owner of the Florence Phantoms; Mr. Bennie King, Vice President and General Manager; Mr. Tavares Bowens, Head Coach; Ms. Crystal Spigner-Williams; Mr. Robert Williams; Mr. Preston Johnson; Mr. Antonio Ray; Mr. Mike Watson; and Mr. Robert Honney.

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Mayor Willis read a proclamation designating August 11, 2008 as "Florence Phantoms Day" in the City of Florence and congratulated the Florence Phantoms on their many accomplishments and for winning the Championship.

PUBLIC HEARING

A PUBLIC HEARING TO RECEIVE CITIZENS INPUT ON THE PROPOSED ORDINANCE TO ALLOW A REFERENDUM TO BE PLACED ON THE NOVEMBER 2008 GENERAL ELECTION BALLOT, TO ALLOW FOR RESTAURANT SALES OF ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY OF FLORENCE.

Mayor Willis declared the public hearing open at 1:28 p.m.

Mr. Larry E. Norris and Mr. Steve Hondrous spoke in opposition of the referendum to allow for sales of alcoholic beverages on Sunday in the City of Florence.

Mr. Tim Norwood; Ms. Fran Willis; Mr. Kyle Edney; Mr. Craig Hearon; Ms. Rennie Lunn-McAllister; Mr. Mark Barnes; and Mr. Tom Sponseller spoke in favor of the referendum to allow Sunday sales of alcoholic beverages in the City of Florence.

Mayor Willis closed the public hearing at 2:07 p.m.

ORDINANCES IN POSITION

BILL NO. 2008-13 - SECOND READING

AN ORDINANCE TO AMEND SECTION 2.5 TABLE III, SECTION 3.21, SECTION 5.2-TABLE VIII, SECTION 7.6 AND SECTION 7.7 OF THE CITY OF FLORENCE ZONING ORDINANCE FOR SETBACKS, TEXT ERRORS, ACCESSORY STRUCTURE RULES AND COMMERCIAL AND INDUSTRIAL PROPERTY ACCESS

An Ordinance to amend Section 2.5 Table III, Section 3.21, Section 5.2-Table III, Section 7.6 and Section 7.7 of the City of Florence Zoning Ordinance for Setbacks, Text Errors, Accessory Structure Rules and Commercial and Industrial Property Access was deferred on second reading.

BILL NO. 2008-16 - SECOND READING

AN ORDINANCE TO AMEND SECTION 2.9 OF THE CONSOLIDATED ZONING ORDINANCE BY ADDING TO THE EXISTING ORDINANCE IN ORDER TO CREATE THE WILSON ROAD RESIDENTIAL OVERLAY DISTRICT ASSOCIATED WITH DESIGN GUIDELINES AND TO PROVIDE FOR THEIR ENFORCEMENT AND ADMINISTRATION

An Ordinance to amend Section 2.9 of the Consolidated Zoning Ordinance by adding to the existing Ordinance in order to create the Wilson Road Residential Overlay District associated with Design Guidelines and to provide for their enforcement and administration was deferred on second reading.

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BILL NO. 2008-39 - SECOND READING

AN ORDINANCE TO ANNEX AND ZONE 35 +/- ACRES OF PROPERTY OWNED BY THE PRESBYTERY HOME OF SOUTH CAROLINA LOCATED AT 2350 WEST LUCAS STREET BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE

An Ordinance to annex and zone 35 +/- acres of property owned by the Presbytery Home of South Carolina located at 2350 West Lucas Street by amending the Zoning Atlas of the City of Florence was adopted on second reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council at the regular meeting of July 14, 2008, that an annexation and zoning request has been received by the Presbyterian Home of South Carolina for property located at 2350 West Lucas Street. This property is shown more specifically on Florence County Tax Map 00121, Block 1, Parcel 19 and 79 and consists of approximately 35 acres. The property is contiguous to the city limits with water and sewer services provided by the City of Florence. The public hearing for the zoning request to a Planned Development District was heard on June 24, 2008 at the County/Municipal Planning Commission meeting and was approved unanimously.

Mayor Pro tem Williams made a motion to adopt Bill No. 2008-39 on second reading. Councilman Bradham seconded the motion, which was unanimously approved.

BILL NO. 2008-40 - SECOND READING

AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY LAMAR C. AND DELORIS C. HORNE LOCATED AT 118 E. SHENANDOAH LANE TO R-3, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE

An Ordinance to annex and zone property owned by Lamar C. and Deloris C. Horne located at 118 E. Shenandoah Lane to R-3, Single-Family Residential District by amending the Zoning Atlas of the City of Florence was adopted on second reading.

Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council at the regular meeting of July 14, 2008, that an annexation and zoning request has been received by Lamar C. and Deloris C. Horne for property located at 118 E. Shenandoah Lane. The property is shown more specifically on Florence County Tax Map 90096, Block 5, Parcel 3 and consists of approximately 0.685 acres. The property is contiguous to the city limits with water and sewer services provided by the City of Florence. The zoning request to R-3, Single-Family Residential District was approved unanimously at the Florence County/Municipal Planning Commission meeting held June 24, 2008.

Mayor Pro tem Williams made a motion to adopt Bill No. 2008-40 on second reading. Councilman Holland seconded the motion, which carried unanimously

INTRODUCTION OF ORDINANCES

BILL NO. 2008-42 - FIRST READING

AN ORDINANCE TO ABANDON UPOPENED RIGHT-OF-WAY ON NORTH GUERRY STREET

An Ordinance to abandon unopened right-of-way on North Guerry Street was passed on first reading.

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Mr. Phillip Lookadoo, Director of Urban Planning and Development reported to Council that this is a request by Shaw Lumber Company to abandon the northern end of the right-of-way of North Guerry Street. The street dead ends into the railroad right-of-way and is currently unopened.

The right-of-way in question is unopened and has been used for many years by Shaw Lumber Company as part of their work space. It appears that some buildings even extend into the right-of-way. The owners of Shaw Lumber Company have recently established ownership of both sides of this unopened portion of the street. Access will continue to be available to all other properties located on North Guerry Street. There are no city utilities located within this section of North Guerry Street.

Public notice of this request has been published in the Morning News three times as required by Section 2-28 of the City of Florence Code of Ordinances.

The applicant is requesting that the City abandon its interest in the unopened 40 foot right-of-way extending south from the CSX right-of-way for approximately 200 feet which is contiguous to properties on either side owned by Shaw Lumber Company.

Councilman Woodard made a motion to pass Bill No. 2008-42 on first reading. Councilman Holland seconded the motion, which carried unanimously.

BILL NO. 2008-43 - FIRST READING

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN ORDER TO FUND A PORTION OF THE COSTS ASSOCIATED WITH SOIL REMEDIATION OF THE FORMER BUSH RECYCLING CENTER; TO AUTHORIZE THE EXECUTION AND DELIVERY OF THOSE DOCUMENTS IN CONNECTION THEREWITH; AND OTHER MATTERS RELATING THERETO.

An Ordinance to authorize the execution and delivery of various documents in order to fund a portion of the costs associated with soil remediation of the former Bush Recycling Center; to authorize the execution and delivery of those documents in connection therewith; and other matters relating thereto was passed on first reading.

Mr. David N. Williams, City Manager reported to Council that in November of 2007 City Council adopted an Ordinance authorizing a loan in the amount of \$625,000 to fund a portion of the contaminated soil remediation activities at the Bush Recycling Center site. As explained in an earlier meeting, some additional contamination was encountered at the site and it requires the City to borrow an additional \$400,000 from the same source of funding for this low interest loan. This Ordinance will replace the previous financing to allow the City to make the loan in the larger amount to cover most of the cost of the clean up of the site.

Councilman Woodard made a motion to pass Bill No. 2008-43 on first reading. Councilman Holland seconded the motion.

REPORTS TO COUNCIL

APPOINTMENTS TO BOARDS AND COMMISSIONS

HISTORICAL COMMISSION

Appointments to this Commission were deferred until the next meeting.

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HOUSING AUTHORITY BOARD

Mayor Pro tem Williams made a motion to reappoint Mr. John R. Etheridge, III to serve on the Housing Authority Board. Councilman Holland seconded the motion, which carried unanimously.

Mr. John R. Etheridge, III was reappointed to serve on the Housing Authority Board for a term to begin immediately and end June 30, 2013.

PARKS, BEAUTIFICATION, AND LEISURE SERVICES COMMISSION

Appointments to this Commission were deferred until the next meeting.

ADJOURN

There being no further business on the agenda, Mayor Pro tem Williams made a motion to adjourn the meeting. Councilman Holland seconded the motion, which carried unanimously.

The meeting was adjourned at 2:16 p.m.

Dated this _____ day of September, 2008.

Dianne M. Rowan, Municipal Clerk

Frank E. Willis, Mayor

**SPECIAL MEETING OF FLORENCE CITY COUNCIL
THURSDAY, AUGUST 14, 2008 - 9:00 A.M.
CITY-COUNTY COMPLEX, CITY MANAGER'S CONFERENCE ROOM, #605
FLORENCE, SOUTH CAROLINA**

PRESENT: Mayor Frank E. Willis called the special meeting to order at 9:00 a.m. with the following members present: Mayor Pro tem Billy D. Williams, Councilman William C. Bradham, Jr.; Councilman Frank J. Brand, II; Councilman Richard L. Woodard; Councilman Robert C. Holland, Jr., and Councilman Edward Robinson.

ALSO PRESENT: David N. Williams, City Manager; Dianne M. Rowan, Municipal Clerk; James W. Peterson, Jr., City Attorney; Drew Griffin, Director of Public Works and Utilities; Scotty Davis, Director of Community Services; Phillip Lookadoo, Director of Urban Planning and Development; and Tom Shearin, Special Services Administrator.

Notices of this special meeting were sent to the media informing them of the date, place and time of the special meeting. Chuck Tomlinson of the Morning News was present. Also present were Tonya Brown of WPDE TV-15 and Lindsay Housaman of WMBF TV-10.

INVOCATION

Mayor Pro tem Williams gave an invocation.

ORDINANCES IN POSITION

BILL NO. 2008-44 - SECOND READING

AN ORDINANCE TO PROVIDE FOR A PUBLIC REFERENDUM TO BE HELD AT THE GENERAL ELECTION IN NOVEMBER, 2008, TO DETERMINE WHETHER OR NOT TO AUTHORIZE TEMPORARY PERMITS FOR THE SALE OF ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY OF FLORENCE PURSUANT TO SOUTH CAROLINA CODE § 61-6-2010.

An Ordinance to provide for a Public Referendum to be held at the General Election in November, 2008, to determine whether or not to authorize temporary permits for the sale of alcoholic beverages on Sunday in the City of Florence pursuant to South Carolina Code § 61-6-2010 was adopted on second reading.

Councilman Brand clarified for the media present that Council was not necessarily in full support of this referendum nor were they opposed to it. This Ordinance, if passed, will give the public the right to choose if alcoholic beverages will be allowed to be sold in restaurants on Sunday.

Councilman Holland made a motion to adopt Bill No. 2008-44 on second reading. Mayor Pro tem Williams seconded the motion.

Voting aye were Councilman William C. Bradham, Jr., Councilman Frank J. Brand, II, Councilman Robert C. Holland, Jr., Councilman Edward Robinson and Mayor Pro tem Billy D. Williams.

Voting nay were Mayor Frank E. Willis and Councilman Richard L. Woodard.

APPEARANCES BEFORE COUNCIL

Mr. George Jebaily - to make a request of City Council to purchase the Kimbrell's building on behalf of the Florence Downtown Development Corporation and the Florence Museum and a discussion relating to other city-owned properties in downtown Florence.

Mr. George Jebaily appeared before Council and requested that the City transfer ownership of some of the properties that the City has in the downtown area to the Florence Downtown Development Corporation so that the FDDC can move forward with the Dargan Street corridor master plan. The Corporation would like to focus on the redevelopment of Dargan Street from Evans Street to Cheves Street on the west side of Dargan Street. The properties that the FDDC are interested in are located at 117 and 119 South Dargan Street, 129 South Dargan Street and the one acre parcel at the northwest corner of the intersection of Dargan and Cheves Streets. The FDDC would like a one year option on the property located at Cheves and Dargan Street to market it to developers. (Mr. Jebaily requested that the issue regarding the purchase of the Kimbrell's building be removed from the agenda.)

Councilman Robinson raised a concern that if property is deeded to the FDDC would they have the authority to give the property away to a developer without approval from the City.

Mayor Willis suggested that this could be a stipulation placed in the agreement between the City and the FDDC that City Council would have to give approval to the FDDC if they wanted to give the property away.

Mr. Jim Peterson reminded Council that an Ordinance must be adopted by Council before any property can be deeded to another party.

Councilman Robinson also had some concerns regarding the minority vendors that are presently located in downtown Florence and them being relocated when development begins to take place in the downtown area. Councilman Robinson added that the minorities need to be incorporated into these redevelopment plans and that their interests need to be included.

Councilman Robinson asked if the FDDC would be willing to assist the City with the marketing and development of the proposed Teen Center to be located in downtown Florence. Mr. Jebaily responded that he felt the FDDC would be glad to assist with this.

Councilman Holland made a motion to request staff prepare an Ordinance that would transfer the requested properties to the FDDC. Mayor Pro tem Williams seconded the motion, which carried unanimously.

MR. JOHN BANKSON - TO MAKE A REQUEST FOR ASSISTANCE FROM THE CITY OF FLORENCE ON BEHALF OF THE FLORENCE LITTLE THEATER.

Mr. Drew Griffin, Director of Public Works and Utilities reported that the desire of the Florence Little Theater is to develop the area that is presently a vacant lot that is located immediately south of the Wachovia Bank building into a principal entrance and parking area. The cost estimate for the entire project is \$35,169. Mr. Griffin stated that the City will provide as much assistance as possible and the remainder of the project will be coordinated with a contractor. The Florence Little Theater will provide matching funds in the amount of \$18,000. The request of the City is to approve \$25,000 for the remainder of this project. This will allow some contingency funds. Mr. Griffin requested that the work that can not be completed by the City, be coordinated with a contractor that can do the work within the design budget and can meet the quickest schedule as outlined by the Florence Little Theater. The theater has a scheduled

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opening date of September 12, 2008 and they would like to have as much of this work completed as possible.

Councilman Woodard made a motion to approve the request of \$25,000. Councilman Brand seconded the motion, which carried unanimously.

ADJOURN

Mayor Pro tem Williams made a motion to adjourn the meeting. Councilman Holland seconded the motion, which carried unanimously.

The meeting was adjourned at 9:42 a.m.

Dated this _____ day of September, 2008.

Dianne M. Rowan, Municipal Clerk

Frank E. Willis, Mayor

**STAFF REPORT
TO THE
FLORENCE CITY COUNCIL
December 3, 2007
PC#2007-63**

SUBJECT: Request for amendments to Section 2.5-Table III, Section 3.21, Section 5.2-Table VIII, Section 7.6, and Section 7.7 of the Consolidated Zoning Ordinance for setbacks, text errors, accessory structure rules and commercial and industrial property access.

APPLICANT: Florence County/Municipal Planning Department Staff

STAFF ANALYSIS:

During recent reviews of continuing issues in the community for setbacks and buffers between conflicting land uses, the Planning Commission and staff have determined that several changes should be made.

1. The amendments to Section 2.5 Table III (a) shall re-establish the minimum rear and side yard setback requirements between development of non-residential uses in the commercial zoning districts and adjacent residential zoning districts to lessen the potential negative impact between these uses. Non-residential use development adjacent to like uses shall observe the current setbacks and (b) shall correct typographical errors to the lot width requirements for the B-5, B-6, RU-1 and RU-2 Zoning Districts.
2. The amendment to Section 5.2-Table VIII shall delete reference to information that has been removed from the Ordinance as a part of the amendment process.
3. The amendment to Section 3.21 shall establish minimum required setbacks for all other uses other than commercial and industrial uses in unzoned areas.
4. The amendment to Section 7.6 shall specifically establish a maximum square footage of accessory structures in residential districts.
5. The amendment to Section 7.7 shall establish criteria for prohibiting access to commercial and industrial properties by way of residential zones.
6. If adopted, the amendment for Section 2.5 Table III shall become effective June 1, 2008. All other amendments shall be effective upon adoption.

NOTE:

Text amendments to the Sections for revisions to current text shall be designated by strikethrough and with amended text in bold. Amendment to the text of the Sections for additions shall be designated by bold lettering only.

AMENDMENT REQUEST (1):

A. The current text of Section 2.5 Table III: Schedule of Lot Area, Yard, Setback, Height, Density, Floor area, and Impervious Surface Requirements for Residential, Business and Rural Districts reads as follows:

District	Minimum Lot Area (a)		Lot Width (ft)	Front Yard Setback (b)	Side Yard Setback		Rear Yard Setback		Max Hgt. (ft) (c)	Max Impervious Surface Ratio (%)	Max. Floor Area Ratio: Non-Res. Uses (d)
	Residential	Non-Residential			Res	Non Res	Res	Non Res			
R-1	15,000	30,000	100	25	10	50	30	60	38	40	0.25
R-2	10,000	20,000	80	25	8	25	25	50	38	45	0.30
R-3	6,000	12,000	50	25	5	25	25	50	38	45	0.30
R-4	6,000	12,000	50	25	5	25	20	40	38	45	0.30
R-5	6,000	12,000	50	25	5	25	20	40	4 stories	70	0.30
B-1	5,000	5,000	50	35	5	5	20	20	38	70	0.30
B-2	5,000	5,000	50	35	5	5	20	20	38	80	0.50
B-3	5,000	5,000	50	35	5	5	20	20	(e)	90	None
B-4	NA	None	None	None	NA	None	NA	None	(e)	100	None
B-5	NA	10,000	10,000	35	NA	10	NA	25	(e)	90	None
B-6	NA	10,000	10,000	35	NA	10	NA	25	(e)	90	None
RU-1	15,000	15,000	15,000	35	10	10	30	30	38	40	0.25
RU-2	87,120	43,560	43,560	35	15	50	30	60	38	20	0.15

Notes to Table III

a – Lot area is expressed in square feet.

b – Measurement from front property line.

c – Measurement from average elevation of finished grade of the front of the structure.

d – Total floor measured as a percent of total lot area

e – There is no maximum: provided side and rear setbacks shall increase by one (1) foot for each two (2) feet in height over thirty-five (35) feet for buildings outside of the B-4 District; further provided that approval of buildings over thirty-five (35) feet shall be based on fire ladder capabilities as determined by the Fire Department with jurisdiction.

N/A = Not Applicable

B. The amended text to Section 2.5 Table III: Schedule of Lot Area, Yard, Setback, Height, Density, Floor area, and Impervious Surface Requirements for Residential, Business and Rural Districts for setbacks requirements and corrections for typographical errors shall read as follows:

District	Minimum Lot Area (a)		Lot Width (ft)	Front Yard Setback (b)	Side Yard Setback		Rear Yard Setback		Max Hgt. ft (c)	Max Impervious Surface Ratio (%)	Max. Floor Area Ratio: Non-Res. Uses (d)
	Residential	Non Residential			Res	Non Res	Res	Non Res			
R-1	15,000	30,000	100	25	10	50	30	60	38	40	0.25
R-2	10,000	20,000	80	25	8	25	25	50	38	45	0.30
R-3	6,000	12,000	50	25	5	25	25	50	38	45	0.30
R-4	6,000	12,000	50	25	5	25	20	40	38	45	0.30
R-5	6,000	12,000	50	25	5	25	20	40	4 stories	70	0.30
B-1	5,000	5,000	50	35(j)	5	5(f)	20	20(f)	38	70	0.30
B-2	5,000	5,000	50	35(j)	5	5(g)	20	20(g)	38	80	0.50
B-3	5,000	5,000	50	35(j)	5	5(h)	20	20(h)	(e)	90	None
B-4	NA	None	None	None	NA	None	NA	None	(e)	100	None
B-5	NA	10,000	10,000 100	35	NA	10(i)	NA	25(i)	(e)	90	None
B-6	NA	10,000	10,000 100	35	NA	10(i)	NA	25(i)	(e)	90	None
RU-1	15,000	15,000	15,000 100	35	10	10	30	30	38	40	0.25
RU-2	87,120	43,560	43,560 200	35	15	50	30	60	38	20	0.15

Notes to Table III

a – Lot area is expressed in square feet.

b – Measurement from front property line.

c – Measurement from average elevation of finished grade of the front of the structure.

d – Total floor measured as a percent of total lot area

e – There is no maximum: provided side and rear setbacks shall increase by one (1) foot for each two (2) feet in height over thirty-five (35) feet for buildings outside of the B-4 District; further provided that approval of buildings over thirty-five (35) feet shall be based on fire ladder capabilities as determined by the Fire Department with jurisdiction.

The following side and rear yard setbacks shall be observed in the commercial zoning districts when non-residential development is proposed adjacent to a residential zoning district:

f – 20 feet

g – 20 feet

h – 30 feet

i – 100 feet

j – The minimum front yard setback requirement shall be 20' if parking is established either in the side or rear of the property.

N/A = Not Applicable

AMENDMENT REQUEST (2):

A. The current text reads as follows:

**Table VIII
Number, Dimension, and Location of Permitted Signs,
By Zoning District**

	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS (B)	UZ (1)
Freestanding										
Number Permitted (E)										
Per Lot										
Billboards	N	N	N	NA	N	NA	NA	N	N	NA
Other	1 (A)	1	1	1	1	1	1	1 (A)	1	NA
Per Feet of St. Frontage										
Billboards (C)	N	N	N	1:1,200 (J)	N	1:1,200 (J)	1:1,200 (J)	N	N	1:1,200
Other	NA	NA	NA	(D)	NA	(D)	(D)	NA	NA	NA
Maximum Sign Area (s.f.)										
Billboards	NA	NA	NA	(F)	NA	(F)	(F)	NA	NA	NA
Other	20	20	32	3 s.f. for each ft. st. frontage (G)	80	80	32	20	20	NA
Minimum Setback from Property Line										
Billboards	NA	NA	NA	10'	NA	10'	10'	NA	NA	10'
Other	5'	5'	5'	5'	0'	5'	5'	5'	5'	NA
Maximum Height	12'	12'	24'	(H)	24'	(H)	(H)	12'	12'	(H)
Building Signs										
Number Permitted	1	1	2	2	2	2	2	1	1	NA
Maximum Sign Area (s.f.)	4	12	NA	NA	NA	NA	NA	12	12	NA
Maximum Wall Area (%)	NA	NA	25%	25%	25%	15%	25%	NA	NA	NA
Temporary Signs (2)	See Section 5.5									

Table Notes: NA = Not Applicable N= Not Allowed s.f. = Square Feet

A – One-use identification signs, not exceeding 20 s.f. each, are permitted for each entrance of a subdivision, residential project, or agricultural operation.

B – This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted under the Zoning Ordinance in residential zoning district, i.e. churches, schools, parks, etc.

C – Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.

D – One per lot or one for each 300 linear feet of street frontage, whichever is less.

E – Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

F – 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.

G – Not to exceed 160 square feet.

H – Maximum height of billboards shall not exceed 100 feet. Where located within 600 feet of Interstate ROW, shall not exceed 40 feet.

I – Un-zoned areas – Billboards must be within 600 feet of business operation for 12 months, with at least one employee available to public at least 36 hours per week for four (4) days. Business to be equipped with all utilities, including restroom and permanent floor.

B. The amended text shall read as follows after the deletion of reference to information that has been removed from the Ordinance as a part of the Planning Department's ongoing amendment process:

**Table VIII
Number, Dimension, and Location of Permitted Signs,
By Zoning District**

	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS (B)	UZ (1)
Freestanding										
Number Permitted (E)										
Per Lot										
Billboards	N	N	N	NA	N	NA	NA	N	N	NA
Other	1 (A)	1	1	1	1	1	1	1 (A)	1	NA
Per Feet of St. Frontage										
Billboards (C)	N	N	N	1:1,200 (J)	N	1:1,200 (J)	1:1,200 (J)	N	N	1:1,200
Other	NA	NA	NA	(D)	NA	(D)	(D)	NA	NA	NA
Maximum Sign Area (s.f.)										
Billboards	NA	NA	NA	(F)	NA	(F)	(F)	NA	NA	NA
Other	20	20	32	3 s.f. for each ft. st. frontage (G)	80	80	32	20	20	NA
Minimum Setback from Property Line										
Billboards	NA	NA	NA	10'	NA	10'	10'	NA	NA	10'
Other	5'	5'	5'	5'	0'	5'	5'	5'	5'	NA
Maximum Height	12'	12'	24'	(H)	24'	(H)	(H)	12'	12'	(H)
Building Signs										
Number Permitted	1	1	2	2	2	2	2	1	1	NA
Maximum Sign Area (s.f.)	4	12	NA	NA	NA	NA	NA	12	12	NA
Maximum Wall Area (%)	NA	NA	25%	25%	25%	15%	25%	NA	NA	NA
Temporary Signs (2)	See Section 5.5									

Table Notes: NA = Not Applicable N= Not Allowed s.f. = Square Feet

A – One-use identification signs, not exceeding 20 s.f. each, are permitted for each entrance of a subdivision, residential project, or agricultural operation.

B – This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted under the Zoning Ordinance in residential zoning district, i.e. churches, schools, parks, etc.

C – Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.

D – One per lot or one for each 300 linear feet of street frontage, whichever is less.

E – Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.

F – 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.

G – Not to exceed 160 square feet.

H – Maximum height of billboards shall not exceed 100 feet. Where located within 600 feet of Interstate ROW, shall not exceed 40 feet.

I – Un-zoned areas – Billboards must be within 600 feet of business operation for 12 months, with at least one employee available to public at least 36 hours per week for four (4) days. Business to be equipped with all utilities, including restroom and permanent floor.

AMENDMENT REQUEST(3)

A. The current text of Section 7.6 reads as follows:

Section 7.6 Accessory Buildings and Uses

Section 7.6-1 Accessory Uses to Observe Required Setbacks

Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

Section 7.6-2 General Requirements

Residential Districts

1. The number of accessory uses shall not exceed two on any lot or parcel.
2. The combined gross floor area (GFA) of all accessory uses shall not exceed 50 percent of the principal use.
3. The height of accessory buildings shall not exceed 20 feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.

All Other Districts

1. There is no limit to the number of accessory buildings however such buildings shall occupy no more than 30 percent of the total lot area.
2. If located within the buildable area, accessory buildings shall observe the height limits for the district within which they are located. If located in a required setback area, said buildings shall not exceed 20 feet in height.
3. Accessory uses may be allowed within 3 feet of a side or rear property line, except where contiguous to a residential zone, in which case the accessory use shall observe the setback requirement of the principal use.

B. The proposed text amendment shall read as follows:

Section 7.6 Accessory Buildings and Uses

Section 7.6-1 Accessory Uses to Observe Required Setbacks

Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

Section 7.6-2 General Requirements

Residential Districts

1. The number of accessory uses shall not exceed two on any lot or parcel.
2. The combined gross floor area (GFA) of all accessory uses shall not exceed **50 percent of the principal use-1000 square feet.**
3. The height of accessory buildings shall not exceed 20 feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.
5. **Setbacks of three feet from side and rear property lines shall be observed.**

All Other Districts

1. There is no limit to the number of accessory buildings however such buildings shall occupy no more than 30 percent of the total lot area.
2. If located within the buildable area, accessory buildings shall observe the height limits for the district within which they are located. If located in a required setback area, said buildings shall not exceed 20 feet in height.
3. Accessory uses may be allowed within 3 feet of a side or rear property line, except where contiguous to a residential zone, in which case the accessory use shall observe the setback requirement of the principal use.

AMENDMENT REQUEST(4):

An addition shall be made to Section 7.7 Access to Property and shall read as follows:

Access to Commercial and Industrial Zoned Property Prohibited From Residential Zones

Where a commercial or industrial zoning district is bounded by a residential zoning district, access to such industrial or commercial properties, including off-street parking and loading areas, shall be restricted to streets and alleys within the respective commercial or industrial districts in which such uses are located; and no commercial or industrial vehicles or parking in connection with an industrial or commercial use shall occupy a public street or right-of-way separating commercial or industrial districts from residential districts.

AMENDMENT REQUEST (5):

An addition shall be made to Section 3.21 Development Standards for Unzoned Areas §7 Setbacks and shall read as follows:

7) Setbacks

Proposed Use	Front	Rear	Side
Commercial	25'	20'	10'
Industrial/Warehousing/ Storage	25'	50'	50'
Office/Institutional	25'	20'	20'
Accessory Use All Other Uses	25'	5'	5'

Florence County/Municipal Planning Commission Action: August 28, 2007

The nine Planning Commission members voted unanimously to defer the request for a work session to be scheduled at a time in September prior to the September 25, 2007 Planning Commission meeting.

Planning Commission Work Session: September 12, 2007

The Planning Commission held a work session for discussion of the amendment as presented.

Florence County/Municipal Planning Commission Action: September 25, 2007

No action was taken on the text amendments at the meeting held on September 25, 2007 due to the lack of a quorum of Planning Commission members.

In addition, prior to the Planning Commission meeting scheduled for October 23, 2007 and based on subsequent discussions after the work session of September 12, 2007, staff has been directed to research for amendments to the Zoning Ordinance Section 3.21 for establishing setbacks for all other uses in an unzoned area and to Section 7.7 to establish criteria for accessing commercial and industrial properties through residential zones.

Florence County/Municipal Planning Commission Action: October 23, 2007

The nine Planning Commission members present at the meeting voted to defer the request for amendments for further study until the next month's meeting by a vote of 5-4 in favor to defer.

Florence County/Municipal Planning Commission Action: November 27, 2007

Prior to the Chairman's request to the Planning Commission members for a vote on the motion to approve the text amendments, he asked if persons from the public who wished, to stand indicating their support of the text amendments with revisions and likewise those who were in opposition to the request. There were twenty persons who stood in support of the amendment and none to stand in opposition.

The nine Planning Commission members present voted unanimously to approve the text amendments as revised at the meeting on November 27, 2007.

Florence County/Municipal Planning Commission Recommendation:

The Planning Commission recommends approval of the text amendments with revisions by Florence City Council.

ATTACHMENTS:

1. Ordinance



David N. Williams, City Manager

ORDINANCE NO. 2008 - _____

AN ORDINANCE TO AMEND SECTION 2.5-TABLE III, SECTION 3.21, SECTION 5.2-TABLE VIII, SECTION 7.6, AND SECTION 7.7 OF THE CITY OF FLORENCE ZONING ORDINANCE FOR SETBACKS, TEXT ERRORS, ACCESSORY STRUCTURE RULES AND COMMERCIAL AND INDUSTRIAL PROPERTY ACCESS.

WHEREAS, a Public Hearing was held in Room 803 of the City-County Complex on November 27, 2007 at 6:30 P.M. before the Florence County/Municipal Planning Commission and notice of said hearing was duly given; and

WHEREAS, requests were presented to the Planning Commission for amendments to the text of the City of Florence Zoning Ordinance as follows:

1. The amendments to Section 2.5 Table III (a) shall re-establish the minimum rear and side yard setback requirements between development of non-residential uses in the commercial zoning districts and adjacent residential zoning districts to lessen the potential negative impact between these uses. Non-residential use development adjacent to like uses shall observe the current setbacks and (b) shall correct typographical errors to the lot width requirements for the B-5, B-6, RU-1 and RU-2 Zoning Districts.
2. The amendment to Section 5.2-Table VIII shall delete reference to information that has been removed from the Ordinance as a part of the amendment process.
3. The amendment to Section 3.21 shall establish minimum required setbacks for all other uses other than commercial and industrial uses in unzoned areas.
4. The amendment to Section 7.6 shall specifically establish a maximum square footage of accessory structures in residential districts.
5. The amendment to Section 7.7 shall establish criteria for prohibiting access to commercial and industrial properties by way of residential zones.
6. If adopted, the amendment for Section 2.5 Table III shall become effective June 1, 2008. All other amendments shall be effective upon adoption.

Text amendments to the Sections for revisions to current text shall be designated by strikethrough and with amended text in bold. Amendment to the text of the Sections for additions shall be designated by bold lettering only.

WHEREAS, the Florence County/Municipal Planning Commission and Florence City Council concur in the aforesaid applications, findings and recommendations;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE AT MEETING DULY ASSEMBLED, BY THE AUTHORITY VESTED THEREIN:

1. That an Ordinance entitled Zoning Ordinance by the City of Florence effective April 19, 1999 is hereby amended as follows:

TEXT AMENDMENT (1)

The amended text to Section 2.5 Table III: Schedule of Lot Area, Yard, Setback, Height, Density, Floor area, and Impervious Surface Requirements for Residential, Business and Rural Districts for setbacks requirements and corrections for typographical errors shall read as follows:

District	Minimum Lot Area (a)		Lot Width (ft)	Front Yard Setback (b)	Side Yard Setback		Rear Yard Setback		Max Hgt. ft (c)	Max Impervious Surface Ratio (%)	Max. Floor Area Ratio: Non-Res. Uses (d)
	Residential	Non Residential			Res	Non Res	Res	Non Res			
R-1	15,000	30,000	100	25	10	50	30	60	38	40	0.25
R-2	10,000	20,000	80	25	8	25	25	50	38	45	0.30
R-3	6,000	12,000	50	25	5	25	25	50	38	45	0.30
R-4	6,000	12,000	50	25	5	25	20	40	38	45	0.30
R-5	6,000	12,000	50	25	5	25	20	40	4 stories	70	0.30
B-1	5,000	5,000	50	35(j)	5	5(f)	20	20(f)	38	70	0.30
B-2	5,000	5,000	50	35(j)	5	5(g)	20	20(g)	38	80	0.50
B-3	5,000	5,000	50	35(j)	5	5(h)	20	20(h)	(e)	90	None
B-4	NA	None	None	None	NA	None	NA	None	(e)	100	None
B-5	NA	10,000	10,000 100	35	NA	10(i)	NA	25(i)	(e)	90	None
B-6	NA	10,000	10,000 100	35	NA	10(i)	NA	25(i)	(e)	90	None
RU-1	15,000	15,000	15,000 100	35	10	10	30	30	38	40	0.25
RU-2	87,120	43,560	43,560 200	35	15	50	30	60	38	20	0.15

Notes to Table III

- a – Lot area is expressed in square feet.
- b – Measurement from front property line.
- c – Measurement from average elevation of finished grade of the front of the structure.
- d – Total floor measured as a percent of total lot area
- e – There is no maximum: provided side and rear setbacks shall increase by one (1) foot for each two (2) feet in height over thirty-five (35) feet for buildings outside of the B-4 District; further provided that approval of buildings over thirty-five (35) feet shall be based on fire ladder capabilities as determined by the Fire Department with jurisdiction.

The following side and rear yard setbacks shall be observed in the commercial zoning districts when non-residential development is proposed adjacent to a residential zoning district:

f – 20 feet

g – 20 feet

h – 30 feet

i – 100 feet

j – The minimum front yard setback requirement shall be 20' if parking is established either in the side or rear of the property.

N/A = Not Applicable

TEXT AMENDMENT (2):

The amended text shall read as follows after the deletion of reference to information that has been removed from the Ordinance as a part of the Planning Department’s ongoing amendment process:

Table VIII
Number, Dimension, and Location of Permitted Signs,
By Zoning District

	All Residential Zones	B-1	B-2	B-3	B-4	B-5/B-6	RU-1	RU-2	INS (B)	UZ (1)
Freestanding										
Number Permitted (E)										
Per Lot										
Billboards	N	N	N	NA	N	NA	NA	N	N	NA
Other	1 (A)	1	1	1	1	1	1	1 (A)	1	NA
Per Feet of St. Frontage										
Billboards (C)	N	N	N	1:1,200 (J)	N	1:1,200 (J)	1:1,200 (J)	N	N	1:1,200
Other	NA	NA	NA	(D)	NA	(D)	(D)	NA	NA	NA
Maximum Sign Area (s.f.)										
Billboards	NA	NA	NA	(F)	NA	(F)	(F)	NA	NA	NA
Other	20	20	32	3 s.f. for each ft. st. frontage (G)	80	80	32	20	20	NA
Minimum Setback from Property Line										
Billboards	NA	NA	NA	10'	NA	10'	10'	NA	NA	10'
Other	5'	5'	5'	5'	0'	5'	5'	5'	5'	NA
Maximum Height	12'	12'	24'	(H)	24'	(H)	(H)	12'	12'	(H)
Building Signs										
Number Permitted	1	1	2	2	2	2	2	1	1	NA
Maximum Sign Area (s.f.)	4	12	NA	NA	NA	NA	NA	12	12	NA
Maximum Wall Area (%)	NA	NA	25%	25%	25%	15%	25%	NA	NA	NA
Temporary Signs (2)	See Section 5.5									

Table Notes: NA = Not Applicable N= Not Allowed s.f. = Square Feet

- A** – One-use identification signs, not exceeding 20 s.f. each, are permitted for each entrance of a subdivision, residential project, or agricultural operation.
- B** – This column does not represent a zoning district. It applies to institutional and other non-residential uses permitted under the Zoning Ordinance in residential zoning district, i.e. churches, schools, parks, etc.
- C** – Minimum distances required by this section shall be measured between billboards located on either side of the street along the centerline of the street from which the billboard is viewed.
- D** – One per lot or one for each 300 linear feet of street frontage, whichever is less.
- E** – Lots fronting on two or more streets are allowed one additional sign for each street frontage, but signage cannot be accumulated and used on one street in excess of that allowed for lots with only one street frontage.
- F** – 378 s.f., except where located within 600 feet of an Interstate Highway ROW, where maximum shall be 672 square feet. Interstate highway ROW does not include I-20 Spur or McLeod Blvd. from W. Evans to I-95.
- G** – Not to exceed 160 square feet.
- H** – Maximum height of billboards shall not exceed 100 feet. Where located within 600 feet of Interstate ROW, shall not exceed 40 feet.
- I** – Un-zoned areas – Billboards must be within 600 feet of business operation for 12 months, with at least one employee available to public at least 36 hours per week for four (4) days. Business to be equipped with all utilities, including restroom and permanent floor.

TEXT AMENDMENT (3)

Section 7.6 Accessory Buildings and Uses

Section 7.6-1 Accessory Uses to Observe Required Setbacks

Unless specifically provided herein, all accessory uses and structures shall observe all required setbacks, yard, and other requirements applicable to the principal building or use for the district within which they are located.

Section 7.6-2 General Requirements

Residential Districts

1. The number of accessory uses shall not exceed two on any lot or parcel.
2. The combined gross floor area (GFA) of all accessory uses shall not exceed **50 percent of the principal use-1000 square feet.**
3. The height of accessory buildings shall not exceed 20 feet.
4. No mobile home or standard design manufactured home shall be used as an accessory building.
5. **Setbacks of three feet from side and rear property lines shall be observed.**

All Other Districts

1. There is no limit to the number of accessory buildings however such buildings shall occupy no more than 30 percent of the total lot area.
2. If located within the buildable area, accessory buildings shall observe the height limits for the district within which they are located. If located in a required setback area, said buildings shall not exceed 20 feet in height.
3. Accessory uses may be allowed within 3 feet of a side or rear property line, except where contiguous to a residential zone, in which case the accessory use shall observe the setback requirement of the principal use.

TEXT AMENDMENT (4):

An addition shall be made to Section 7.7 Access to Property and shall read as follows:

Access to Commercial and Industrial Zoned Property Prohibited From Residential Zones

Where a commercial or industrial zoning district is bounded by a residential zoning district, access to such industrial or commercial properties, including off-street parking and loading areas, shall be restricted to streets and alleys within the respective commercial or industrial districts in which such uses are located; and no commercial or industrial vehicles or parking in connection with an industrial or commercial use shall occupy a public street or right-of-way separating commercial or industrial districts from residential districts.

TEXT AMENDMENT (5):

An addition shall be made to Section 3.21 Development Standards for Unzoned Areas §7 Setbacks and shall read as follows:

7) Setbacks

Proposed Use	Front	Rear	Side
Commercial	25'	20'	10'
Industrial/Warehousing/ Storage	25'	50'	50'
Office/Institutional	25'	20'	20'
Accessory Use All Other Uses	25'	5'	5'

2. That this Ordinance shall become effective this _____ day of _____, 2008 upon its adoption by the City Council of the City of Florence.

ADOPTED THIS _____ DAY OF _____, 2008.

Approved as to form:

James W. Peterson, Jr., City Attorney

Frank E. Willis, Mayor

Attest:

Dianne Rowan, Municipal Clerk

FLORENCE CITY COUNCIL MEETING

DATE: April 8, 2008

AGENDA ITEM: Amendment to Section 2.9 of the Consolidated Zoning Ordinance to create the Wilson Road Residential Overlay District and establish the applicable Design Guidelines

DEPARTMENT/DIVISION: Urban Planning and Development

I. ISSUE UNDER CONSIDERATION

The purpose of this amendment is to consider establishing a new overlay district to be known as the Wilson Road Residential Overlay District and adopt the Design Guidelines applicable to the new overlay district.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

- a. The attached amendment to Section 2.9 is designed to establish a new overlay district to be known as the Wilson Road Residential Overlay District.
- b. In 2005 City Council adopted an ordinance creating four (4) Downtown Overlay Districts and establishing the Design Guidelines applicable to those Districts.
- c. In 2007 City Council adopted an ordinance which amended Section 2.9 to add a residential overlay district known as Timrod Park Residential Overlay District and establishing the Design Guidelines applicable to that District.
- d. Interested residents from the residential area around Wilson Road have requested that City Council create a residential overlay district in their area in order to preserve the residential character of that location.
- e. The interested residents have worked with staff to create the proposal being considered.
- f. The Florence County - Municipal Planning Commission will consider this matter at their regularly scheduled meeting on May 27, 2008.

III. POINTS TO CONSIDER

- a. This action involves possible legal issues which should be addressed by the City Attorney in executive session prior to action being taken.
- b. The proposed ordinance establishes a residential overlay district and adopts applicable Design guidelines, the guidelines addressing solely use restrictions.
- c. Adjacent to this area is property located outside the City and the residents have requested that the County consider similar action regarding that property.

IV. STAFF RECOMMENDATION

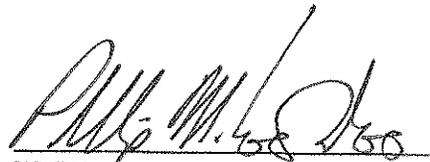
Staff recommends consideration of the Amended Ordinance after legal advise. If approved, this will be forwarded to the Planning Commission for their recommendation before the second reading.

V. ATTACHMENTS

Copy of the proposed Amended Ordinance.



David N. Williams
City Manager



Phillip M. Lookadoo, Director
Urban Planning and Development



FLORENCE COUNTY
PLANNING, BUILDING INSPECTION, ENGINEERING
AND CODE ENFORCEMENT DEPARTMENT

June 30, 2008

Florence City Council
City-County Complex
180 North Irby Street
Florence, South Carolina 29501

RE: Text Amendment to the Florence County/Municipal Zoning Ordinance-Section 2.9 to Create the Wilson Road Residential Overlay District and Establish the Applicable Design Guidelines.

To Florence City Council:

The Florence County/Municipal Planning Commission voted unanimously to reconsider the above-referenced request by the City of Florence Urban and Planning Department on Tuesday, June 24, 2008.

The nine Planning Commission members present voted unanimously to recommend that City Council defer second reading of the text amendment request and to refer the request to the City of Florence Planning Commission to conduct another public hearing and study the proposal.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

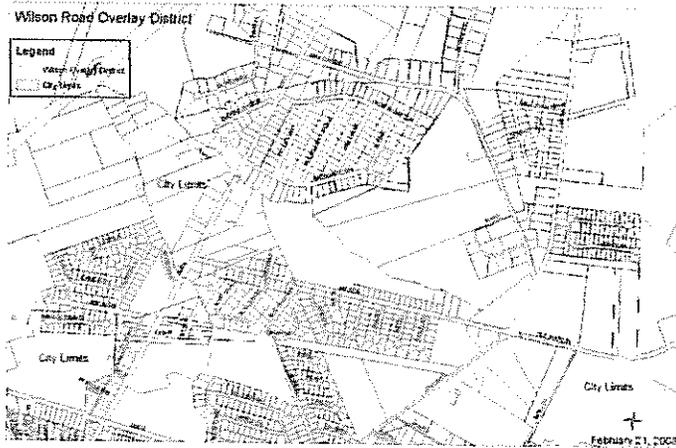
William H. Hoge
Director, Planning and Building Inspections Department

Cc: Phillip Lookadoo, Director, City of Florence Urban and Planning Department
Dianne Rowan, Municipal Clerk, City of Florence

EXHIBIT 1

Design Guidelines

2: Wilson Road Residential District Design Guidelines & Requirements



Please Note: This section sets out land uses and certain guidelines for the redevelopment, construction, renovation or restoration of buildings located within the Timrod Park Residential District. A Certificate of Appropriateness is required for any change in use, construction or redevelopment within this District.

The map above shows the Wilson Road Residential District (in Blue and City Limits in Grey).

Comments

The intent of this District is to maintain the general quality and appearance of the neighborhood and to encourage development while preserving and promoting the cultural, economic and general welfare of the public. The District does so by providing a mechanism for the identification, recognition, preservation, maintenance, protection and

enhancement of existing structures and other properties which make up the Wilson Road Residential District. Similar to other Districts, the goal is to implement and enable redevelopment by providing compatible residential development in the greater Wilson Road Area.

Of basic importance to this effort is the maintenance, restoration, and careful development of the residential area known as the Wilson Road Neighborhood. The boundaries of the Wilson Road Residential District are shown on the preceding page.

Within the Wilson Road Residential District the permitted uses are generally determined by the "underlying" or primary zoning district. All zoning and/or change in zoning requests shall be heard and acted upon by the City-County Planning Commission in compliance with the Consolidated Zoning Ordinance.

General Guidelines

For the Wilson Road Residential District, Zoning Compliances are issued by the Zoning Administrator of the County-Municipal Consolidated Zoning Ordinance.

Zoning Compliance, Criteria for Issuance

In considering the issue of compliance for the District, the Zoning Administrator shall use the following criteria:

1. All the regulations set forth in the Consolidated Zoning Ordinance; and
2. No duplexes, multi-family housing or town homes as defined in the Consolidated Zoning Ordinance shall be allowed in the district.

Certificate of Appropriateness, Application Requirements

The procedures for the administration and approval of a Zoning Compliance are contained within the following sections of the Consolidated Zoning Ordinance,:

A. County Municipal Consolidated Zoning Ordinance

1. Section 2.9 – Florence Downtown Overlay District

B. Design Guidelines for Overlay Districts Florence, South Carolina

1. Chapter 2 --Overlay District Guidelines
Requirements:

ORDINANCE NO. 2008-_____

AN ORDINANCE TO AMEND SECTION 2.9 OF THE CONSOLIDATED ZONING ORDINANCE BY ADDING TO THE EXISTING ORDINANCE IN ORDER TO CREATE THE WILSON ROAD RESIDENTIAL OVERLAY DISTRICT ASSOCIATED WITH DESIGN GUIDELINES AND TO PROVIDE FOR THEIR ENFORCEMENT AND ADMINISTRATION.

WHEREAS, a public hearing was held in room number 803 of the City County Complex on May 27, 2008 before the Florence County - Municipal Planning Commission and notice of said hearing was duly given;

WHEREAS, the City of Florence wishes to protect and preserve an area that contains predominantly single family homes;

WHEREAS, the Florence County - Municipal Planning Commission, and the Florence City Council concur in the aforesaid application and findings;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE IN MEETING DULY ASSEMBLED, AND BY THE AUTHORITY THEREOF AS FOLLOWS:

I.

That the provisions of the Consolidated Zoning Ordinance applicable to the City of Florence be, and the same are hereby, amended to amend Section 2.9, *et seq.*, which will read in whole as follows:

Sec. 2.9. Florence Overlay Districts.

Sec. 2.9-1. A Purpose and Intent.

In order to promote the economic and general welfare of the City of Florence and of the public generally, the City of Florence seeks to promote and control preservation, redevelopment, restoration, and revitalization in its traditional downtown core and throughout the city limits and seeks to ensure the harmonious, orderly, and efficient growth and redevelopment of the City.

History demonstrates that the promotion of these goals requires that the City take action to preserve the qualities relating to the history of the Downtown area and to create a harmonious outward appearance of structures by emphasizing the preservation and restoration of the historic areas and buildings in both the

downtown area and the City in general. The continued construction of buildings in historic styles and with general harmony as to the style, form, color, proportion, texture, and material between the buildings within the surrounding area thereby fostering civic pride and the orderly efficient growth and redevelopment within the City.

The creation of Overlay Districts for the City of Florence is done in order to establish a mechanism for the accomplishment of these objectives.

Sec. 2.9-2. Establishing Florence ~~Downtown~~ Overlay Districts.

(A) There are hereby established ~~five~~ six (~~65~~) overlay districts in the ~~Downtown~~ City of Florence area, those districts being designated as follows:

D-1. Downtown Redevelopment District: The intent of this district is to promote the cultural, economic, and general welfare of the public by providing a mechanism for the identification, recognition, preservation, maintenance, protection, and enhancement of existing architecturally valuable structures, properties, and neighborhoods which make up the district. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

D-2. Downtown Central District: The intent of this district is to promote good urban design and to establish and maintain a unified, improved identity for Downtown Florence. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference. .

D-3. Downtown Arts and Cultural District: The intent of this district is to promote good urban design and to build on the attractive and significant architecture that exists through new infill development. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

D-4 Timrod Park Residential District: The intent of this district is to promote good urban residential design and to maintain and build upon the attractive

and significant historic architecture that exists throughout the District. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

H-1. Florence Historic District: The intent of this district is to respect and build on the historic character of Downtown Florence and to establish the initial parameters for the possible pursuit of National Register Historic District designation. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

WRRD. Wilson Road Residential District: The intent of this district is to promote good urban residential design and to maintain and build upon the architecture that exists throughout the District. This overlay district will be subject to the Design Guidelines referred to below and incorporated herein by reference.

- (B) The boundaries for the overlay districts hereby established shall be shown on an amendment to the Consolidated Zoning Map, and the boundaries hereby established are set forth below:

D-1. Downtown Redevelopment District: The boundaries of the Downtown Redevelopment District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 1.

D-2. Downtown Central District: The boundaries of the Downtown Central District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 2.

D-3. Downtown Arts and Cultural District: The boundaries of the Downtown Arts and Cultural District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 3.

D-4. Timrod Park Residential District: The boundaries of the Timrod Park Residential District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 4.

H-1. Florence Historic District: The boundaries of the Florence Historic District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 5.

WRRD. Wilson Road Residential District: The boundaries of the Wilson Road Residential District shall include all parcels shown on the map thereof which is attached hereto and incorporated herein as Appendix 6.

- (C) The overlay districts referred to above shall be incorporated into the Consolidated Zoning Map and shall be maintained in both the Florence County - Municipal Planning Department and in the office of the Florence ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.
- (D) Variances for residential uses on any lot or parcel, including mixed use developments, may be permitted within the Downtown Redevelopment District as a Special Exception by the City-County Board of Zoning Appeals. To ensure conformity to the Consolidated Zoning Ordinance and compatibility with the intent of the overlay district for which that use is proposed, a Certificate of Appropriateness is required from the Design Review Board and a variance must be obtained from the City-County Board of Zoning Appeals. Prior to submitting a request for a variance from the City-County Board of Zoning Appeals the owner must first obtain a Certificate of Appropriateness which shall be used to determine that the proposed residential use is compatible with the purposes of the Overlay District for which it is proposed.

Sec. 2.9-3. Adoption of Design Guidelines.

In the interest of promoting the cultural, economic, and general welfare of the public by providing a mechanism for the identification, recognition, preservation, maintenance, protection, and enhancement of the existing architecturally valuable structures and to promote the redevelopment and revitalization of the traditional Downtown Area and throughout the City of Florence by insuring the harmonious,

orderly, and efficient growth and redevelopment of the City, ~~the City~~ of Florence hereby adopts and incorporates by reference the Design Guidelines attached hereto as Appendix 7.

Sec. 2.9-4. Actions Requiring a Certificate of Appropriateness.

Within any of the designated overlay districts established herein, an application must be submitted to the Design Review Board through the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development and a Certificate of Appropriateness issued before any of the following activities can be undertaken:

- (A) The issuance of a permit by the Building Official and/or Zoning Administrator for erection, alteration, improvement, demolition, or moving of such structure, building, or signage.
- (B) All requests related to land use.
- (C) Landscape changes which include either the removal of any tree four (4) inches in caliper, or greater, or the removal of any hedge or shrub group that is at least thirty (30) inches in height
- (D) Exterior modifications or maintenance which may change or impact the appearance of the structure, including, but not limited to, roofing, façade repairs, fencing, grading or paving, awnings, shutters or window replacement.

Sec. 2.9-5. Powers of Design Review Board.

Toward this objective, The Design Review Board shall have the following powers and duties:

- (A) To adopt procedural regulations;
- (B) To conduct and/or maintain an ongoing survey to identify historically and architecturally significant properties, structures, and areas that exemplify the cultural, social, economic, political, or architectural history of the City;
- (C) To keep a register of all properties and structures that have been designated as landmarks or historic districts, including all information required for each such designation;
- (D) To advise and assist owners of all properties or structures within the overlay districts on the physical and financial aspects of preservation,

renovation, rehabilitation, and reuse and, where appropriate, to advise such owners of the procedures of the inclusion of structures on the National Register of Historic Places;

- (E) To work in conjunction with the Downtown Redevelopment Coordinator to inform and educate the citizens of Florence concerning the Downtown historic and architectural heritage by publishing appropriate maps, newsletters, brochures, and pamphlets; by holding programs and seminars; and through media exposure;
- (F) To consider, analyze, and make a determination with respect to all applications for a Certificate of Appropriateness by applying the Design Guidelines herein adopted to the project and property in question;
- (G) To make recommendations for amendments to the Design Guidelines for any of the overlay districts with final approval of the Design Guidelines to be accomplished by the City Council by resolution. Once approved, to implement any amendments to the Design Guidelines.
- (H) To assist the public entities in the development of streetscapes within the overlay districts which are consistent with the information contained in the Design Guidelines.
- (I) To hear and act upon appeals regarding the acceptance and granting of a Certificate of Compliance by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.

Sec. 2.9-6. Certificates of Appropriateness, Criteria for Issuance.

In considering the issue of appropriateness of a particular project, the Design Review Board shall be guided by the Design Guidelines adopted herein by reference.

Sec. 2.9-7. Design Review Board; Rules of Procedure.

- (A) **Officers:** The officers of The City of Florence Design Review Board shall be a chairman and a vice-chairman elected for one (1) year at the first meeting of the Design Review Board in each calendar year. The officers of the Design Review Board may serve four (4) consecutive terms. The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development for the City of Florence shall serve as the staff representative to the Design Review Board. The City Manager will assign a member of the staff of the City to serve as secretary to the Design Review Board. The

designated officers of the Design Review Board shall have the following authority, duties, and responsibilities:

- (1) **Chairman:** The Chairman shall be a voting member of the Design Review Board and shall:
 - (a) Call meetings of the Design Review Board;
 - (b) Preside at meetings;
 - (c) Act in conjunction with the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development as a spokesperson for the Design Review Board;
 - (d) Sign documents for the Design Review Board;
 - (e) Perform other duties approved by the Design Review Board.
- (2) **Vice-Chairman:** The Vice-Chairman shall be a voting member of the Design Review Board and shall exercise the duties of the chairman in the absence, disability, or disqualification of the Chairman. In the absence of the Chairman and the Vice-Chairman, an acting Chairman shall be elected by the members present.
- (3) **Secretary to the Design Review Board:** The Secretary to the Design Review Board shall:
 - (a) Provide notice of all meetings;
 - (b) Assist the Chairman in the preparation of agendas;
 - (c) Keep minutes of meetings and hearings;
 - (d) Maintain the Design Review Board's records as public records;
 - (e) Attend to Design Review Board correspondence;
 - (f) Perform any other duties normally carried out by a Secretary.

(B) **Meetings**

- (1) **Time and place:** An annual schedule of regular monthly meetings shall be adopted, published, and posted at the City-County Complex in January of each year. Special meetings may be called by the Chairman upon twenty-four (24) hour notice, posted, and delivered to all members of the Design Review Board and the local media. Meetings shall be held in a place to be stated in the notice, and shall be open to the public.
- (2) **Agenda:** A written agenda shall be furnished by the Secretary to each member of the Design Review Board and to the news media, and it shall be posted at least four (4) days prior to each regular meeting and at least twenty-four (24) hours prior to a special meeting. Items may be added to the agenda at a meeting by a majority vote of the members present.
- (3) **Quorum:** A majority of the members of the Design Review Board shall constitute a quorum. A quorum shall be present before any business is conducted other than rescheduling a meeting.
- (4) **Voting:** A member must be present to vote. Each member shall vote on every question unless disqualified by law. The question of disqualification shall be decided by the member(s) affected, and any such member so affected shall announce the reasons for disqualifications, have it placed in the minutes, and shall refrain from deliberation or voting on the question.
- (5) **Public Input:** Except for public hearings and additional public input sought by the Design Review Board, no person shall speak at a Design Review Board meeting unless invited to do so by the Design Review Board. The presiding officer at the Design Review Board meeting reserves the right to determine the amount of public input desired.
- (6) **Minutes:** The Secretary to the Design Review Board shall prepare minutes of each meeting for approval by the Design Review Board at the next regular meeting. Minutes shall be maintained as a public record.

- (7) **Attendance:** The minutes shall show the members in attendance at each meeting and the reason for absence submitted by any member. The Design Review Board shall recommend to the Mayor and City-Council the removal for cause of any member who is absent from three (3) consecutive meeting without adequate reason.

Sec. 2.9-8. Design Review Board, Application Requirements for a Certificate of Appropriateness.

- (A) **Applications for a Certificate of Appropriateness shall be submitted through the office of the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.**

Prior to the placement of an item on the agenda for the Design Review Board, an application for a Certificate of Appropriateness must be "complete" as determined by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development and must be submitted with the details as set forth in the Design Guidelines which are attached hereto and incorporated herein by reference. In the event that the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development has made a determination that the application for a Certificate of Appropriateness is not "complete" but the owner believes that the project application is "complete", the owner may make a written request to place the application on the agenda. To have the application placed on the agenda, the owner must provide the Chairman of the Design Review Committee with a letter outlining and documenting the reasons and facts which the owner contends make the application "complete". The applicant has five (5) working days from the notification of denial from the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development to provide the letter requesting placement on the agenda.

Unless specified elsewhere, at the time of consideration of a proposed project, the Design Review Board shall approve, approve with modifications, or disapprove the application. Additionally, action may be deferred by the Design Review Board to the next monthly meeting, but only upon concurrence of the owner/developer/agent.

- (B) **Certificate of Appropriateness, Application Fee:** Upon presentation of a signed application, the owner/agent must pay the required application fee of \$100.00 in order for the application to be considered. Once received by the City of Florence, the application fee is not refundable. An application fee will not be required from any local, state, or federal governmental entity. Additionally, an application fee will not be required of any owner or

developer for a project which is approved by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development pursuant to the authority under subparagraph (F) below.

- (C) **Option for Preliminary Plan Approval:** The applicant may submit for consideration by the Design Review Board a "Preliminary Plan" of the proposed project. Such a submittal shall be submitted and considered in accordance with the provisions of the Design Guidelines adopted herein.
- (D) **Certificate of Appropriateness, Public Hearing Requirement:** A public hearing shall be required when an application for a Certificate of Appropriateness is to be considered by the Design Review Board. The time and location of the public hearing shall be published in a newspaper of general circulation in The City of Florence at least fifteen (15) days prior to the public hearing. The property in question shall be posted for the same period as the newspaper notice. The manner of posting shall follow the same signage/notification requirements as specified in The Florence County-Municipal Consolidated Ordinance.
- (E) **Certificate of Appropriateness, Demolition:** When it is determined by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development that demolition is a part of a project covered by an application for a Certificate of Appropriateness, the Design Review Board may, if in their judgment the public is best served, postpone action for not more than two (2) scheduled monthly meetings. The initial hearing before the Design Review Board shall be counted as the first of the two monthly meetings. At the end of the above referenced deferral period the Design Review Board shall approve, disapprove, or approve with modifications. Additionally, action may be deferred further by the Design Review Board to the next monthly meeting, but only upon concurrence of the owner/developer or agent.
- (F) **Certificate of Appropriateness, Approval by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development:** The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development is hereby granted the authority to approve and issue a Certificate of Appropriateness administratively, without going before the Design Review Board, provided that the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development specifically determines that the materials, paint color, design, architectural features, or style of the project or signage conforms to the applicable district in the following situations:

- (1) Any project or signage for which the total cost does not exceed \$5,000 in which a specific determination is made by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development that the project in question is not a part of a larger project:
- (2) Interior modifications/maintenance or exterior maintenance, which does not change or impact the appearance of the structure, including, but not limited to, roofing, façade repairs, awnings, shutters or window replacement. This power does not extend to those properties and structures within the H-1 Historic District or those listed on the State or National Register of Historic Places.
- (3) For emergency and/or permanent repairs relating to the incident to any structure resulting from a Force Majeur, fire or accident beyond the control of the property owner or tenant as long as the repair in question does not exceed 25% of the value of the structure as determined by the tax assessor and the materials used in the repairs are consistent with the Design Guidelines for the District in which it is located.
- (4) In the Wilson Road Residential District all applications for a Certificate of Appropriateness may be issued by the Director of Urban Planning and Development.

In all cases, the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development may, in his discretion, refer the application to the Design Review Board for review and consideration with particular attention being paid to properties and structures within the H-1 Historic district.

- (G) **Certificate of Appropriateness, Resubmission of a Denied Application:** A property owner or agent may resubmit the same application for a Certificate of Appropriateness affecting the same parcel or project after twelve (12) months have passed. If, in the opinion of the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development, there are substantial changes and improvements in the application for a project, the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall allow an owner to resubmit an application for Certificate of Appropriateness affecting the same parcel or lot after a waiting period of ten (10) days from the date of the initial denial. The applicant is required to meet the forty-five (45) day submittal schedule as outlined in the Design Guidelines.

and requirements contained in the Certificate of Appropriateness. In the event a Certificate of Compliance is denied by the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development the owner may appeal the decision by writing to the Design Review Board. In the event of an appeal, the Design Review Board shall consider and act on the appeal at its next regularly scheduled meeting.

Sec. 2.9-10. Appeal from the Design Review Board.

- (A) Any person with a substantial interest in any final decision of the Design Review Board may appeal from any decision of the Design Review Board to the City Council for the City of Florence by filing a Petition in Writing with the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development setting forth plainly, fully, and distinctly why the decision of the Design Review Board is contrary to law. Any such appeal must be filed within thirty (30) days after the affected party receives actual notice of the decision Design Review Board. City Council shall hold a hearing on said appeal within forty-five (45) days after receipt of the Petition. Council's decision on said appeal shall be by majority vote, and the Petitioner shall be notified of the decision in writing.
- (B) Any person with substantial interest in any decision of City Council on the appeal from the Design Review Board may appeal from said decision of City Council to the Court of Common Pleas for Florence County by filing a Petition in Writing with Clerk of Court for Florence County setting forth plainly, fully, and distinctly why the decision of City Council on appeal is contrary to law. Any such appeal to the Court of Common Pleas must be filed within thirty (30) days after the affected party receives written notice of the decision of City Council under Paragraph "A" of this section.

Sec. 2.9-11. Administrative Officer and Responsibilities.

- (A) The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall be the administrative officer who shall have the responsibility for implementation and enforcement of all of the provisions relating to the overlay districts and the Design Guidelines. The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development may delegate duties to subordinate officials to assist in such administration and implementation and to represent the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development as needed. Ultimate responsibility to the City Manager for such implementation, enforcement, and representation shall remain with the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development.

- (B) The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall accept and examine all applications for a Certificate of Appropriateness and shall coordinate with the Florence County - Municipal Planning Department and the Building Official to ensure that all applications for new construction, renovation, rehabilitation, and demolition shall require a Certificate of Appropriateness if the property involved is located within the overlay districts. For landscape changes involving the removal of trees four (4) inches in caliper or greater or the removal of any hedge or shrub group exceeding thirty (30) inches in height, the owner/developer/agent shall submit an application for a Certificate of Appropriateness if the property involved is located within the overlay districts. Failure to comply with this requirement shall subject the owner/developer/agent to penalties as set forth in Section 1.7 of the Code of Ordinances, City of Florence, South Carolina.
- (C) If the ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall find that any of the provisions of this ordinance are being violated within the overlay districts, he/she shall notify the person responsible for such violation in writing, indicating the nature of the violation and ordering the action necessary to correct it. The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall order the discontinuance of any unlawful uses of land, and (in full cooperation with the Building Official) the discontinuance of any unlawful building or demolition activity within the overlay districts or shall take any other action authorized by this ordinance or any other ordinance adopted by the City of Florence to ensure compliance with or to prevent violations of its provisions.
- (D) The ~~Downtown Planning Coordinator~~ Director of Urban Planning and Development shall have the authority and duty to accomplish all other tasks and responsibilities assigned to that position in the Design Guidelines which are incorporated herein.

II.

That the provisions of the Consolidated Zoning Ordinance applicable to the City of Florence be, and the same are hereby, amended to add the Design Guidelines applicable to the Wilson Road Residential Overlay District which are attached hereto as Exhibit 1, said Design Guidelines to be added to Appendix 7 to Section 2.9-3 of the Consolidated Zoning Ordinance.

III.

That this Ordinance, and the amendments contained herein, shall become effective immediately upon its approval and adoption.

ADOPTED THIS DAY OF _____, 2008.

Approved as to Form:

James W. Peterson, Jr.
City Attorney

Frank E. Willis
Mayor

Attest:

Dianne Rowan
Municipal Clerk

VI. c.
Bill No. 2008-42
Second Reading

CITY OF FLORENCE COUNCIL MEETING

DATE: August 11, 2008
AGENDA ITEM: Ordinance
First Reading
DEPARTMENT/DIVISION: City of Florence Urban Planning & Development Department

I. ISSUE UNDER CONSIDERATION:

A request by Shaw Lumber Company to abandon the northern end of the right-of-way of North Guerry Street. The street dead-ends into the railroad right-of-way and is currently unopened.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

The right-of-way in question is unopened and has been used for many years by Shaw Lumber Company as part of their work space. It appears that some buildings even extend into the right-of-way. The owners of Shaw Lumber Company have recently established ownership of both sides of this unopened portion of the street.

Access will continue to be available to all other properties located on North Guerry Street.

There are no city utilities located within this section of North Guerry Street.

Public notice of this request has been published in the Morning News, three times as required by Section 2-28 of the City of Florence Code of Ordinances.

III. POINTS TO CONSIDER:

The applicant is requesting that the City abandon its interest in the unopened 40 foot right of way extending south from the CSX right of way for approximately 200 feet which contiguous to properties on either side, owned by Shaw Lumber Company.

IV. OPTIONS:

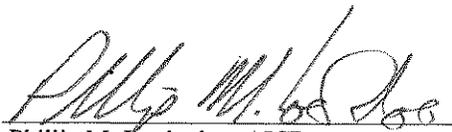
City Council may:

- (1) Approve request as presented based on information submitted.*
- (2) Defer request should additional information be needed.*
- (3) Suggest other alternatives.*
- (4) Deny request.*

V. PERSONAL NOTES:

VI. ATTACHMENTS:

Map showing the location of the right-of-way to be abandoned.
Applicant's letter



Phillip M. Lookadoo, AICP
Urban Planning and Development Director



David N. Williams
City Manager

PHONE 843/662-3289
FAX 843/667-0044

P.O. BOX 7
FLORENCE, SC 29503

SHAW LUMBER COMPANY, INC.

121 LAWSON STREET
FLORENCE, SOUTH CAROLINA 29501

Mr. David Williams, Manager
City of Florence
City County Complex AA
180 North Irby Street
Florence, SC 29501

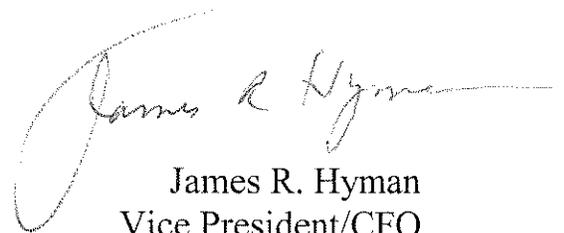
Dear Sir:

Shaw Lumber Company Inc. has recently acquired both sides of the end of North Guerry Street. Both buildings on these properties will be used for our warehouse use. We would like to request that the city close this end of Guerry Street so that we can erect a fence and create a fully enclosed workplace. Please advise us of any forms, documents or other paperwork needed to fulfill this request. Thank you for your time and consideration.

Sincerely,



Alex Thompson
President/CEO



James R. Hyman
Vice President/CFO

HARRELL

Street Right-of-way
to be abandoned

Shaw Lumber

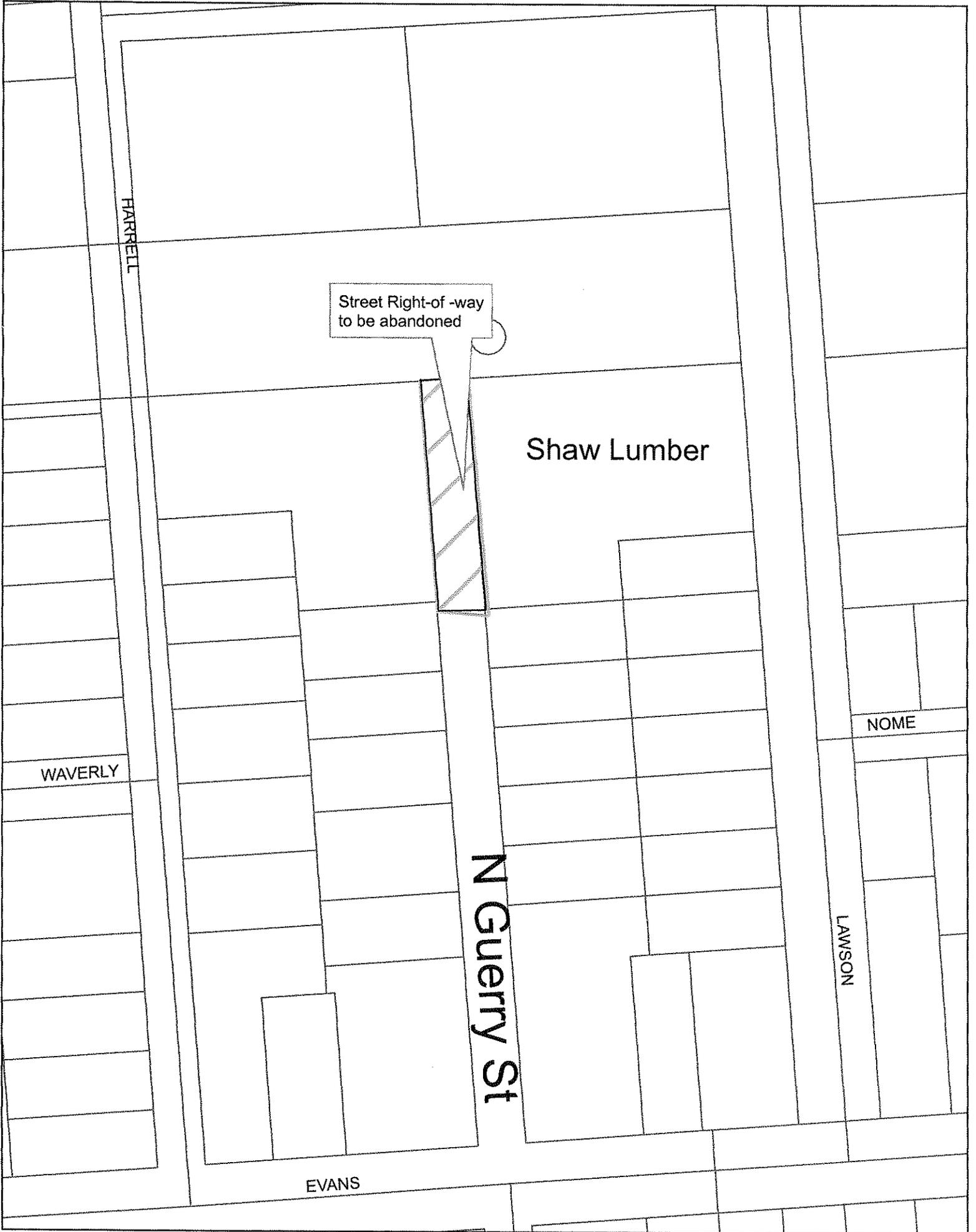
NOME

WAVERLY

N Guerry St

LAWSON

EVANS



HARRELL

Street Right-of-way
to be abandoned

Shaw Lumber

WAVERLY

N QUARRY ST

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ORDINANCE NO. 2008_____

AN ORDINANCE TO ABANDON UNOPENED RIGHT-OF-WAY ON NORTH GUERRY STREET.

WHEREAS, an application was made by Shaw Lumber Company, Inc. requesting the City of Florence to abandon its interest in the approximately 200 feet of unopened right-of-way at the northern end of North Guerry Street which is also adjacent to property owned by Shaw Lumber Company, Inc.

WHEREAS, a public notice was published three times in the Morning News prior to the August 11, 2008 City Council meeting as required by City Code Section 2-28(b).

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF:

1. That the City of Florence abandons all interest in the aforementioned street and one half of the property will revert to the property owner on either side of the street.
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence.

ADOPTED THIS _____ DAY OF _____, 2008

Approved as to form:

James W. Peterson, Jr.
City Attorney

Frank E. Willis, Mayor

Attest:

Dianne Rowan
Municipal Clerk

FLORENCE CITY COUNCIL MEETING

DATE: August 11, 2008
AGENDA ITEM: Ordinance--First Reading
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

An ordinance authorizing loan financing from the SC Brownfields Cleanup Revolving Loan Fund (BCRLF) to pay a portion of the costs associated with contaminated soil remediation at the former Bush Recycling Center site and the cancellation of a prior related indebtedness in the amount of \$625,000 with a new loan in the new principal amount of \$1,025,000.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

A. City Council adopted an ordinance on November 19, 2007 authorizing a BCRLF loan in the amount of \$625,000 to fund a portion of the contaminated soil remediation activities at the Bush Recycling Center site.

B. Contaminated soil remediation activities commenced at the site on May 19, 2008 and are anticipated to be completed in August, 2008.

C. The original estimated cost to remove and dispose of contaminated soil and replace the excavated soil was \$990,000. Of this amount, \$240,000 was funded from the \$200,000 Brownfields Cleanup grant combined with \$40,000 of grant matching funds from the City. The remaining balance was funded from a \$625,000 BCRLF loan for ten years with 1% interest and a City match of \$125,000.

D. Activities necessary to complete the environmental remediation now have a projected cost of approximately \$1.4 million, or \$500,000 greater than originally projected, due to the increase in the amount of contaminated soil and debris that was actually required to be removed from the site; additional activities associated with site preparation; additional clearing of trees and concrete foundations; and the discovery of three unknown underground storage tanks not included in the initial remediation tasks.

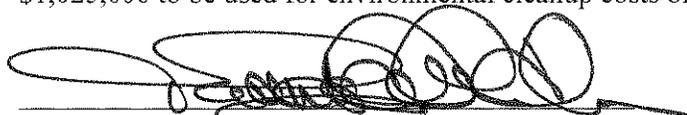
III. POINTS TO CONSIDER

A. To finance the additional \$500,000 it is recommended that the City obtain an additional \$400,000 in Brownfields Cleanup Revolving Loan Funding with a City match of \$100,000. This funding will be used for the additional tasks noted above to complete the remediation project as required by SCDHEC. The original loan terms and conditions of a 1% annual interest rate and a 10-year amortization will apply to the requested \$400,000 in additional Brownfields Cleanup Revolving Loan funding.

B. This 1% interest loan qualifies for a "loan forgiveness" of 30% up to \$200,000 of the borrowed amount, resulting in ten-year debt service payments based on \$825,000 instead of \$1,025,000.

IV. STAFF RECOMMENDATION

Approval and adoption of the proposed ordinance providing for a ten-year, 1% interest loan for a total of \$1,025,000 to be used for environmental cleanup costs of the former Bush Recycling Center.



Thomas W. Chandler
Finance Director



David N. Williams
City Manager

ORDINANCE NO. 2008-_____

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS IN ORDER TO FUND A PORTION OF THE COSTS ASSOCIATED WITH SOIL REMEDIATION OF THE FORMER BUSH RECYCLING CENTER; TO AUTHORIZE THE EXECUTION AND DELIVERY OF THOSE DOCUMENTS IN CONNECTION THEREWITH; AND OTHER MATTERS RELATING THERETO.

WHEREAS, The City of Florence, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "City"), proposes to fund a portion of the costs associated with soil remediation of the former Bush Recycling Center and the cancellation of a prior related indebtedness in the amount of \$625,000 (the "Project") with a new loan in the new principal amount of \$1,025,000; and

WHEREAS, the South Carolina Department of Health & Environmental Control (the "Lender") acting through its fund manager is authorized to make loans through the Catawba Regional Development Corporation ("CRDC") South Carolina Brownfields Cleanup Revolving Fund Loan (the "Fund"); and

WHEREAS, CRDC has proposed terms relating to a loan from the Fund to the City which, if it receives final approval from the Lender, CRDC and the City, could provide financing for the Project; and

WHEREAS, an outline of such proposed terms is attached hereto as Exhibit A; and

WHEREAS, the security for the proposed borrowing is a pledge of revenues generated through the City's General Fund and a first mortgage on terms and conditions satisfactory to the Lender on the City's Sanborn Street Building and the land on which it is situated in the City and on the 4.73 acres of land comprising the Bush Recycling Center on N. Irby Street in the City (the "Mortgage") and does not constitute a pledge of the full faith, credit and taxing power of the City; and

WHEREAS, Section 5-7-260 of the Code of Laws of South Carolina 1976, as amended, grants to cities the power to mortgage real property; and

WHEREAS, the Project serves a valid corporate and public purpose of the City; and

WHEREAS, the City has received a final proposal for the financing of the Project on the terms and conditions set forth in Exhibit A; and

WHEREAS, City Council of the City ("Council") has determined, and hereby determines, that it is in the City's best interest to accept the outline of the proposal of the Lender as shown on Exhibit A hereto; and

WHEREAS, the City intends to enter into the Mortgage, a Promissory Note (the "Note") and a Loan Agreement (the "Loan Agreement") (the Mortgage, the Note and the Loan Agreement are hereinafter referred to as the "Loan Documents") between the Lender and the City. The Note and the Loan Agreement are in substantially the forms attached hereto as Exhibits B and C, respectively; and

WHEREAS, under the terms of the Note, the City shall convey a first mortgage in the real property described above.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.
2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken with respect to this transaction.
3. The proposal of the Lender on the proposed terms and conditions attached hereto as Exhibit A is hereby approved and accepted.
4. The Mortgage of the real property described above is hereby approved. The Note shall be in the principal amount of \$1,025,000, and shall bear interest and be payable as described in Exhibit A.
5. The Mayor (the "Mayor") is hereby authorized and directed to execute and deliver the Loan Documents on behalf of the City in such form as he approves, with the advice of counsel, his execution being conclusive evidence of his approval; and the Clerk of Council is hereby authorized and directed to affix the corporate seal of the City to the Loan Documents and to attest the same.
6. The Mortgage by the City to the Lender or its assigns on the real property described herein is hereby approved.
7. The consummation of all transactions contemplated by the Loan Documents is hereby approved.
8. The Mayor, the City Manager, the Finance Director and all other appropriate officials of the City are hereby authorized to execute, deliver, and receive any other agreements and documents as may be required by the City or the Lender or CRDC in order to carry out, give effect to, and consummate the transactions contemplated by the Loan Documents.
9. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
10. This Ordinance shall become effective immediately upon second reading by the Council.
11. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.
12. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

ADOPTED THIS _____ DAY OF _____, 2008.

Approved as to form:

James W. Peterson, Jr.
City Attorney

Frank E. Willis
Mayor

Attest:

Dianne M. Rowan
Municipal Clerk

CATAWBA REGIONAL DEVELOPMENT CORPORATION

Catawba Regional Center
P.O. Box 450
Rock Hill, South Carolina 29731

215 Hampton Street
Tele. (803) 327-9044
FAX (803) 327-1912

July 10, 2008

Mr. David Williams
City Manager
City of Florence, SC

Mr. Drew Griffin
Director of Public Works
City of Florence, SC

Mr. Thomas Chandler
Director of Finance
City of Florence, SC

Gentlemen:

Catawba Regional Council of Governments ("CRCOG") is the fund manager for the SC Brownfields Cleanup Revolving Loan Fund ("BCRLF" or "the fund") on behalf of the South Carolina Department of Health and Environmental Control ("Lender" or "DHEC"). Lender has authorized CRCOG to provide the following commitment letter for a loan to the City of Florence ("Borrower").

1) Borrower: City of Florence, SC

2) Corporate Guarantor (Joint and Several): N/A

3) Loan Amount: Up to a maximum of One-million-twenty-five thousand dollars (\$1,025,000) based upon approved project costs. Loan proceeds will be disbursed at the request of Borrower throughout the environmental cleanup process in accordance with Paragraph 17 hereof.

4) Loan Purpose: The BCRLF loan shall provide up to \$1,025,000 of the anticipated \$1,490,000 of total eligible project costs, per the application, for the cleanup of the property known as the Bush Recycling Center as described in Paragraph 7 below. The balance of project costs shall be provided by Borrower via the following: a) a BCRLF match (approved in-kind or cash) of \$125,000 for the first \$625,000 of loan proceeds, and \$100,000 for the remaining \$400,000 of loan proceeds (20% of the \$500,000 incremental project costs). A total of \$225,000 of local matching funds will be required, assuming that the entire \$1,025,000 is borrowed; b) application of proceeds of a \$200,000 EPA Clean-up Grant; and c) a 20% local match of the EPA Clean-up Grant amounting to \$40,000. Loan proceeds are to be used only for S.C. DHEC approved and eligible environmental cleanup costs of the former Bush Recycling Center, located at 180 N. Irby Street in Florence, SC.

5) Interest Rate, Term and Repayment: The BCRLF loan shall bear an annual interest rate of one percent (1.0%), and will have an interest only period through the remediation process for a maximum of 6 months from the closing date. During this interest-only period, interest will be accrued and payable monthly based upon outstanding principal balances at the end of each calendar month. There shall be no principal payments remitted by Borrower during the interest-only period. Following the interest-only period, the loan will be fully amortized over (20) semi-annual payment periods.

Projected principal and interest payments are calculated based upon the BCRLF note's face amount (\$1,025,000), less the cumulative debt to be forgiven (\$200,000 - see paragraph 18), at the semi-annual interest rate of .005%, amortized over 20 semi-annual payments. Semi-annual principal and interest payments of \$43,449.82 (assuming full BCRLF note amount is utilized) will be remitted by Borrower throughout the term portion of the loan. At maturity, all outstanding principal and accrued interest will be due and payable.

6) Repayment and Proof of Authorization: Repayment of the loan will be made through a pledge of revenues generated through the City of Florence general fund. Appropriate authorization including an ordinance from City Council authorizing the borrowing, mortgage of property and designation of general fund revenues for repayment, along with an attorney opinion letter each in a form acceptable to Lender will be required prior to closing.

7) Security and Documents for the Loan: The loan will be evidenced by, among other things, a promissory note, a loan agreement, and mortgages in a form acceptable to Lender. Security shall consist of (i) a pledge of the general fund revenues; (ii) a title-insured first mortgage on 4.73 acres of land comprising the former Bush Recycling Center on N. Irby Street in Florence, SC; and (iii) a title-insured first mortgage on a ~1,684 sq. ft. commercial building and adjacent lot located at 167 Sanborn Street in Florence, SC.

Furthermore, Borrower will provide a Certificate of Completion from DHEC upon completion of cleanup activity. If project costs escalate beyond the anticipated \$1,490,000 as identified in the application, Borrower agrees to complete the project cleanup to the extent necessary for a Certificate of Completion to be awarded by DHEC. Borrower is responsible for any costs in excess of the total project cost amount as identified in the application.

Lender shall be furnished with such security and credit instruments, as Lender shall deem necessary for its protection. In addition to other documents that may be required by Lender, the following documents each in a form acceptable to Lender shall be required on or before closing:

- (a) Promissory Note evidencing the BCRLF loan;
- (b) Mortgage granting a first priority lien on the subject property;
- (c) Loan Agreement;
- (d) Mortgage Title Insurance Policy (for both the project property on Irby Street and for the Sanborn Street property);
- (e) Closing Statement signed by Borrower;
- (f) Appropriate ordinances from Borrower to borrow the funds and pledge the security;
- (g) Opinion letter from Borrower's counsel opining on the legality and enforcement of the various loan documents;

- (h) Proof of EPA grant in the amount of \$200,000 and authorization of 20% equity match; and
- (i) Proof of authorization and required local match of the final BCRLF loan amount.

8) Late Charge: To the extent allowed by law, the note shall impose a late charge of five percent (5%) of the current balance due if total payment is not received within 10 days of the loan payment due date.

9) Origination Fee: A fee of \$4,000 (1% of the new BCRLF funds) will be due and payable upon acceptance of this loan commitment. This fee will be considered earned by and payable to Lender and shall be paid by Borrower whether or not the loan closes.

10) Title Insurance: Lender shall be furnished with a title insurance commitment for the loan in a form and from a title insurance company satisfactory to Lender for the property described in section 7. The policy to be issued pursuant to the commitment shall insure the owner possesses good and marketable title in fee simple and shall insure Lender in the principal amount of the BCRLF loan as possessing a first mortgage security interest in the subject property and the property located at 167 Sanborn Street, free and clear of all encumbrances or other interests and free of encroachment of any kind, subject only to such exceptions, if any, as shall be approved in writing by Lender. Lender may, at its option, require that the title insurance commitment contain additional endorsements, affirmative coverage against violations of any restrictive covenants and affirmative coverage as to egress and ingress.

11) Property/Hazard Insurance: Lender will be provided with a hazard insurance policy in an amount acceptable to Lender listing Lender as lien holder for the property described in paragraph 7 above (Sanborn Street). Borrower shall provide evidence of property/hazard insurance no less than annually, or as requested by Lender and/or CRCOG.

12) Environmental Assessment and Information: Borrower has already provided copies of all environmental investigation (i.e. Phase I and Phase II environmental assessment reports), as well as final Voluntary Cleanup Contracts as executed with DHEC for the subject property. Any amendments, changes, or modifications to the VCC shall be provided to fund manager. Additionally, borrower shall complete an Environmental Questionnaire (see attached) on the property located at 167 Sanborn Street. Commitment is subject to satisfactory review of the Questionnaire.

13) Costs and Expenses: Borrower shall pay all costs and expenses incurred in connection with the BCRLF loan, whether said loan is closed or not, including and without limitation, any required appraisal fees, legal fees (for commitment, loan documents, ordinance, and closing), license fees and premiums. The firm of Spencer and Spencer, P.A. (Rock Hill, SC) is representing CRCOG as fund manager and preparing the various loan documents and closing the BCRLF loan on behalf of DHEC. These costs and expenses shall be paid no later than at the closing of the BCRLF loan.

14) Non-Assignability: Neither this commitment nor any future loan proceeds shall be assignable by Borrower.

15) Governing Laws: The loan transaction contemplated herein, and all documents executed pursuant to, shall be construed according to and governed by the laws of the State of South Carolina except to the extent governed by federal law.

16) Financial Records and Substantiation of Project Costs: Borrower shall provide Lender proof of project costs equal to or greater than \$1,490,000, by category as expressed in Borrower's application for BCRLF funds, and Borrower's letter requesting additional funds, dated June 26, 2008. Borrower shall provide Lender and/or CRCOG CPA audited annual financial statements within 120 days of each fiscal year end.

17) Disbursements: It is anticipated that loan disbursements shall be made in increments of at least \$100,000, and any disbursement shall be subject to approval of submitted project costs by DHEC and, if applicable, the U.S. Environmental Protection Agency. All disbursement requests must be made in writing in a form acceptable to DHEC. The disbursements shall not exceed 100% of the cost of the materials and labor expended towards the work described in the request for payment form. DHEC reserves the right to inspect the subject property from time to time to insure that performance of the environmental work is satisfactory to DHEC, including in accordance with the submitted project costs and cleanup work plan, and to ensure that the loan has not been over-advanced.

18) Debt Forgiveness: Up to 30% of this BCRLF loan will be forgiven, to a maximum of \$200,000, according to U.S. EPA Brownfield Cleanup Revolving Loan Fund Guidelines. Loan forgiveness is contingent upon Borrower compliance with all of the terms and conditions set forth in the loan documents. Based upon the entire project costs being funded and the entire BCRLF loan amount utilized, debt forgiveness will equate to \$200,000. If the full loan amount is not drawn, the amount to be forgiven will equal the lesser of 30% of the final loan amount or \$200,000. The debt to be forgiven will be written down over the term of the loan, in ten, equal, annual installments (i.e. \$20,000 year, based upon complete utilization of loan commitment). Upon an uncured default under the loan agreement, note, mortgage or other loan documents during the term of the loan, the entire amount of the outstanding principal, including the remainder of debt that would have been forgiven, and all accrued interest, will be accelerated and due and payable upon demand by Lender.

19) Commitment Term: Except as otherwise provided herein, this commitment shall remain valid until September 10, 2008. If the BCRLF loan commitment has not been accepted by that date, then Lender has no obligation to fund the loan and may withdraw this commitment in its sole discretion.

20) Modifications and Amendments: The commitment in which the provisions hereof are incorporated supersedes any and all prior communications, agreements, offers, and statements, whether written or oral, made by Lender, or anyone acting per authorization on its behalf. No change in the provisions of the commitment shall be binding unless in writing and executed in the name of Lender by the fund manager (Catawba Regional Council of Governments) and a duly authorized officer of the Borrower.

Upon closing this \$1,025,000 BCRLF loan, the City's *existing* BCRLF loan in the amount of \$625,000 which was closed on December 10, 2007, shall be fully satisfied and repaid with proceeds from the new loan contemplated herein. The new \$1,025,000 BCRLF loan is being

structured as one loan (i.e. \$625,000 original loan + \$400,000 of new funds) for the convenience of the Borrower. Therefore, the new \$1,025,000 BCRLF loan should only be considered as an increase in the total project indebtedness, not a refinancing of existing debt.

21) Termination of Commitment: The validity of this commitment is subject to the accuracy of all information, representations, and materials submitted with or in support of the application for the BCRLF loan. In addition to the foregoing, Lender reserves the right to cancel this commitment and to terminate its obligations hereunder at any time before the loan closes without any further liability or obligation to the Borrower in any of the following events: (a) Failure of the Borrower to comply within the time specified with any of the provisions or conditions applicable to this commitment, (b) Non-payment within the prescribed time of any fees and expenses provided for in this commitment, (c) Insufficiency of title as determined by the sole opinion of Lender or lack of approval or acceptance by Lender to any of the documentation delivered or to be delivered or executed hereunder, (d) Filing by or against Borrower any petition in Bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of the making of the assignment of the benefit of the creditors, or (e) Any change subsequent to this commitment deemed by Lender to be material or substantial in the assets, net worth of credit standing to Borrower, or the taking of judgment against the Borrower, which, in the sole discretion of Lender, could materially adversely affect the credit standing of the Borrower or the ability of Borrower to perform under this commitment. Lender shall be provided with Borrower's internal FYE08 general fund financial statements as soon as practical and prior to loan closing.

22) Early Payoff: With the exception of the interest-only period described in Paragraph 5, this loan may be paid off in part or in its entirety at any time prior to the date of maturity. Borrower will incur an administrative charge of \$150 for early payoff.

23) Compliance with Federal and DHEC Requirements: Borrower shall comply with all DHEC requirements for use of the loan proceeds; the Voluntary Cleanup Contract 04-5563 between DHEC and Borrower; any and all state or federal rules and regulations pertaining to cleanup of the subject property and receipt of state or federal funds.

24) Miscellaneous: This commitment and the loan made pursuant thereto are made solely for the benefit of the Borrower and are not to provide any benefit to anyone other than the Borrower, and this commitment, or the terms thereof, are not to be displayed or communicated by the Borrower to any third party, without prior written consent of Lender. This commitment, once accepted, shall survive the loan closing and become binding together with all other loan documents.

25) Loan Closing; Final Disbursement: The loan shall be closed on or before October 12, 2008. All loan proceeds must be disbursed no later than six months from the closing date.

26) Other: Borrower agrees to allow Lender and/or fund manager to place a sign on the property during the remediation process showing the project is being partially financed through an S.C. DHEC/U.S. EPA BCRLF Loan.

27) Authorization to Publish: Borrower will grant permission to DHEC, U.S. EPA, Catawba Regional Council of Governments and its affiliate, Catawba Regional Development Corporation, to publish, report, and publicize in a positive manner, information in conjunction with the loan

herein referenced. Information shall not include any financial information regarding the City of Florence other than the loan amount, project costs, and general terms of the loan.

We are pleased to present this commitment letter to the City of Florence and hope that you will find it acceptable. Please let me know if you have any questions or concerns.

For the fund and Lender,

Randy Imler
Deputy Executive Director
Catawba Regional Council of Governments
Catawba Regional Development Corporation
SC Brownfields Cleanup Revolving Loan Fund

cc: credit file Harold Shapiro, CRCOG
David Sykes, Concurrent Technologies Karen Harvard, DHEC

COMMITMENT ACCEPTANCE:

The terms of this commitment for financing as specified above are accepted.

City of Florence:

By: _____ Date: _____

Its: _____

Witness:

By: _____ Date: _____

Its: _____

**South Carolina Department of Health & Environmental Control
PROMISSORY NOTE**

\$1,025,000.00

August ____, 2008

1. **Promise to Pay.** FOR VALUE RECEIVED, the **CITY OF FLORENCE, SOUTH CAROLINA** ("Borrower") promises to pay to the order of **SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**, ("Lender"), without offset, in immediately available U.S. funds at the address set forth in the Loan Agreement or at such other place or places as Lender may designate, the principal sum of One Million Twenty-Five Thousand Dollars and no/100 (\$1,025,000.00) (or such lesser principal as shall have been advanced against this promissory note) (this "Note"), together with interest thereon as provided in Section 5 as follows:

The principal balance of the Loan outstanding from time to time shall accrue interest at the per annum rate of One percent (1.00%) fixed. The principal will be disbursed to Borrower and used for the limited purposes pursuant to the terms and conditions set forth in the Loan Agreement.

An interest only period will continue through the environmental remediation process for a maximum of twelve (12) months from the date of this Note. During the interest-only period, interest will be accrued and payable monthly based upon outstanding principal balances at the end of each calendar month. No principal may be repaid during the interest-only period. The principal of and interest on the Loan shall be paid in equal semi-annual payments consisting of principal plus accrued but unpaid interest, commencing six (6) months after the earlier of completion of remediation period or twelve (12) months following the date of this Note and thereafter on the same day each succeeding six (6) calendar months thereafter until final maturity, the amount of each such installment shall be that necessary to amortize the Loan principal on a level payment basis over a period of the remainder of the original ten years and to pay all accrued but unpaid interest with each semi-annual payment the "Payment Amount".

Notwithstanding the foregoing, in the event the maximum principal amount of the Loan is not disbursed at Closing, Lender and Borrower acknowledge and agree that the Payment Amount shall be adjusted as and when additional principal is borrowed such that the Payment Amount due and owing for the subsequent payments will be due shall be equal to the amount necessary to amortize the then outstanding principal amount at the applicable interest rate over the remaining term of the original amortization period. Until the maximum amount of the Loan is advanced, Borrower and Lender acknowledge that it may be necessary for Lender to recalculate the Payment Amount several times. The Lender's calculations and determination of the Payment Amount shall be conclusive. To the extent that the terms of repayment of the Loan require level principal payments plus accrued interest, the Payment Amount and recalculations thereof, if any, shall amortize and reamortize the principal portion of such payments.

The Loan may be prepaid in whole or in part without penalty at any time upon payment of an administrative charge of \$150.00. Partial prepayments shall be applied to principal installments in inverse order of their due dates. All payments shall be made in cash or immediately available funds at the Lender's fund manager's (Catawba Regional Council of Governments) principal office at 215 Hampton Street, P.O. Box 450, Rock Hill, SC 29731 or at such other place as the Lender may designate from time to time.

INITIALS:

Lender: _____

Exhibit B

Borrower: _____

2. **Debt Forgiveness.** Up to 30% of this Loan will be forgiven, to a maximum of \$200,000, subject to U.S. EPA Brownfield Cleanup Revolving Loan Fund Guidelines, and provided that Borrower complies with all of the terms and conditions set forth in the Loan Documents. Based upon the entire project costs being funded and the entire \$1,025,000 loan amount utilized, debt forgiveness will equate to \$200,000. If the full loan amount is not drawn, the amount to be forgiven will be equal to 30% of the final loan amount drawn. The debt to be forgiven will be reduced over the term of the loan, in ten equal annual installments (i.e. \$20,000 per year based upon complete utilization of loan commitment). Borrower's indebtedness will not be reduced if Borrower is in default under any of the Loan Documents. Upon an uncured Event of Default under the Loan Agreement, this Note, Mortgage or other Loan Documents during the term of the loan, the entire amount of the outstanding principal, including the remainder of debt that would have been forgiven, and all accrued interest, will be accelerated and due and payable upon demand by Lender.

3. **Final Maturity.** The date of final maturity of this Note shall be ten years from the earlier of completion of remediation or twelve (12) months from the date of this Note. A final payment of all outstanding principal and interest due and owing shall become due and payable on this date.

4. **Loan Documents.** This Note is governed by that certain loan agreement (the "Loan Agreement"), dated August ____, 2008, between Lender and Borrower. The security for, security documents and other agreements executed in connection with this Note and the Loan Agreement are as follows:

Secured by various security instruments, including the following, as amended, modified, restated, or supplemented from time to time:

- A pledged assignment of revenues generated through Borrower's general fund sufficient to service the outstanding debt plus accrued interest and any other fees or charges; and
- A title-insured first mortgage on 4.73 acres of land comprising the former Bush Recycling Center on N. Irby Street in Florence, South Carolina and a title-insured first mortgage on a 1,684 sq. ft. commercial building and adjacent lot located at 167 Sanborn Street in Florence, South Carolina described more particularly in the Mortgage given by Borrower in favor of Lender of even date with this Note.

This Note, the Loan Agreement, the above referenced security instruments and any other documents now or hereafter securing, guaranteeing or executed in connection with the loan (the "Loan") evidenced by this Note are, as the same have been or may be amended, restated, modified or supplemented from time to time, herein collectively the "Loan Documents."

5. **Interest Rate.** Subject to the further provisions of this Section, the principal evidenced by this Note shall bear interest at the fixed rate of one percent (1%) per annum (the "Stated Rate"). All computations of interest shall be based on a 365-day year and the actual number of days elapsed.

Upon the occurrence of any Event of Default (hereafter defined) which continues for more than 15 days, any principal of, and to the extent permitted by applicable law any interest on, this Note, and any other sums due and payable hereunder and under the Loan Documents, shall bear interest at a rate per annum (the "Default Rate") equal to the Stated Rate plus four percent (4%).

INITIALS:

Lender: _____

Exhibit B

Borrower: _____

In no event shall the Stated Rate or the Default Rate exceed the maximum interest rate permitted by law. If interest would otherwise be payable in excess of the maximum permitted by law, then ipso facto, this Note shall be reformed and the interest payable reduced to the maximum permitted by law.

6. **Late Charge.** In the event any payment of principal or interest is delinquent more than ten (10) days, the Borrower will pay to the Lender a late charge of five percent (5%) of the amount of the overdue payment. This provision for late charges shall not be deemed to extend the time for payment or be a "grace period" or "cure period" that gives the Borrower a right to cure a Default Condition. Imposition of late charges is not contingent upon the giving of any notice or lapse of any cure period provided for in the Loan Agreement.

7. **Certain Provisions Regarding Payments.** All payments made on this Note shall be applied to accrued but unpaid interest, unpaid principal, and any other sums due and unpaid to Lender under the Loan Documents, in such manner and order as Lender may elect in its discretion. Remittances in payment of any part of the indebtedness shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by the holder hereof in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by the holder hereof of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of an Event of Default.

8. **Defaults.** The occurrence of any Event of Default as defined in the Loan Agreement shall constitute an "Event of Default" under this Note. Upon the occurrence of an Event of Default and its continuance beyond any applicable grace period, Lender shall have the rights to declare the principal balance of and accrued but unpaid interest on this Note at once due and payable (and upon such declaration, the same shall be at once due and payable), to foreclose any mortgage, liens and security interests securing payment hereof and to exercise any of its other rights, powers and remedies under this Note, under any other Loan Document, or at law or in equity.

If Lender retains an attorney in connection with any Event of Default or at maturity or to collect, enforce or defend this Note or any other Loan Document in any lawsuit or in any probate, reorganization, bankruptcy or other proceeding, or if Borrower sues any holder in connection with this Note or any other Loan Document and does not prevail, then Borrower agrees to pay to Lender, in addition to principal, interest and any other sums owing to Lender under the Loan Documents, all reasonable costs and expenses so incurred by such holder, including reasonable attorney fees.

9. **Governing Law.** This Note, and its validity, enforcement and interpretation, shall be governed by South Carolina law (without regard to any conflict of laws principles) and applicable United States federal law.

10. **Incorporation by Reference.** The Loan Agreement is incorporated into this Note by reference as if set forth verbatim, and Section 8 of the Loan Agreement shall expressly be applicable to and govern this Note and the rights of all parties herein.

THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

INITIALS:
Lender: _____

Exhibit B

Borrower: _____

THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WIHEREOF, Borrower has executed this Note under seal as of the day and year first above written.

**BORROWERS:
CITY OF FLORENCE, SOUTH
CAROLINA**

By: Frank E. Willis
Its: Mayor

**LENDER:
SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL
CONTROL**

By: Robert W. King, Jr., P.E.
Its: Deputy Commissioner
Environmental Quality Control

INITIALS:
Lender: _____

Exhibit B

Borrower: _____

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
LOAN AGREEMENT**

THIS LOAN AGREEMENT (this "Loan Agreement") is made and entered into to be effective as of the ____ day of August, 2008, by and between SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ("Lender") and City of Florence, South Carolina ("Borrower").

WHEREAS, the Subject Property is not listed, or proposed for listing on the National Priorities List of U.S. Environmental Protection Agency (EPA); and

WHEREAS, the Lender has agreed to loan the Borrower funds necessary to finance the removal of environmental hazards located on the Subject Property in accordance with all provisions of the Brownfield Cleanup Revolving Loan Fund (BCRLF) Program, the terms and conditions of this Agreement, the terms and conditions of Voluntary Cleanup Contract 04-5563-NRP, and the applicable provisions of federal and state law, including regulations contained in 40 CFR Part 300 and 42 USC 9601 et seq., hereinafter referred to as the Project; and

WHEREAS, the Borrower is not responsible for the existing environmental hazards as a generator or transporter of the contamination pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA); and

WHEREAS, the Borrower is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Subject Property nor is the Borrower, or its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from receipt of these funds; and

NOW, THEREFORE, in consideration of Lender making a loan of \$1,025,000.00 (the "Principal Amount") to Borrower for the purposes set forth in Section 2.2, as evidenced by the Note (as defined below), Lender and Borrower enter into this Loan Agreement and agree as follows:

1 . Definitions. For the purposes hereof:

1.1. "Closing Date" means the date of this Loan Agreement.

1.2. "Collateral" means all real and personal property and other interests securing the Loan as more particularly set forth in Section 5.

1.3. "Commitment" means Lender's commitment letter to Borrower dated July 10, 2008, the terms and conditions of which are incorporated herein by reference, but in the event of any conflict or discrepancy between the terms of this Loan Agreement and the Commitment, the terms of this Loan Agreement shall control.

1.4. "Event of Default" shall have the meaning set forth in Section 6.

1.5. "GAAP" means generally accepted accounting principles, as in effect from time to time, consistently applied.

1.6. "Grace Period" shall have the meaning set forth in Section 7.1.

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

1.7. "Guarantor" is defined in Section 5.2.

1.8. "Guaranty" means the direct and unconditional guaranty of all guarantors of payment of all sums due under the Loan Documents and/or of performance of all Obligations of Borrower thereunder.

1.9. "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation & Liability Act, means (A) any substance designated pursuant to section 311 (b)(2)(A) of the Federal Water Pollution Control Act, (B) any element, compound, mixture, solution, or substance designated pursuant to section 102 of CERCLA, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by an Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act, (E) any hazardous air pollutant listed under section 112 of the Clean Air Act, and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

1.10. "Loan" means that certain loan as described in Section 2.

1.11. "Loan Documents" means this Loan Agreement, the Note, the Mortgage, assignments, consents, certificates and all other documents, instruments and agreements executed and/or delivered by Borrower in favor of Lender in connection with the Loan or the Collateral.

1.12. "Mortgage" means the mortgage encumbering the Subject Property granted by Borrower in favor of Lender securing the obligations set forth in the Loan Documents.

1.13. "Note" means the promissory note of Borrower dated as of Closing Date in favor of Lender in the amount of the Loan as set forth above, as well as any promissory note or notes issued by Borrower in substitution, replacement, extension, amendment, or renewal of any such promissory note or notes.

1.14. "Obligations" means all obligations and liabilities of any nature owed to Lender, whether now or hereafter existing, arising out of, or related to the Loan Documents or any other financial transactions between Lender and Borrower, including all future obligations and advances.

1.15. "Obligors" means Borrower, all Guarantors, any additional parties executing any of the Loan Documents, and any other persons or entities that may be liable in whole or in part for any of the Obligations.

1.16. "Subject Property" means the former Bush Recycling Center located on N. Irby Street in Florence, South Carolina and a 1,684 sq. ft. commercial building and adjacent lot located at 167 Sanborn Street in Florence, South Carolina and described more particularly on Exhibit D attached hereto.

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

1.17. "Servicing Agent" means Lender's fund manager for servicing the Loan, currently designated as Catawba Regional Council of Governments or its designee, Catawba Regional Development Corporation, or such replacement or successor Servicing Agent as the Lender may select and designate from time to time in its sole discretion by written notice to Borrower

2. The Loan and Advances.

2. 1. Loan. Lender hereby agrees to make the Loan to Borrower for the Principal Amount. The obligation to repay the Loan is evidenced by the Note dated as of Closing Date and having a maturity date, repayment terms, and interest rate as set forth in the Note.

2.2. Purpose. The purpose of the Loan is solely as follows: The Loan proceeds shall be used for, and only for, clean-up of the Bush Recycling Center pursuant to the Voluntary Cleanup Contract 04-5563-NRP (\$1,025,000.00) and the Loan Documents. A copy of the property description of the Bush Recycling Center is attached hereto as Exhibit D. The removal of hazardous substances will be conducted in accordance with the guidelines and regulations of the BCRLF Program and the applicable provisions of federal and state law, including regulations contained in 40 CFR Part 300 and 42 USCA 9601 et seq. Borrower agrees that no portion of the Loan will be used for any other business, governmental, personal, family, or household use. No more than 10% of the Loan proceeds may be used for administrative and cleanup response planning costs.

2.3. Advances. Lender shall disburse the proceeds of the Loan to Borrower as follows: The Lender shall fund the Loan in its sole discretion (i) upon the execution of all Loan and Security Documents by the Lender and Borrower; and (ii) the recordation and perfection of its secured interest in the Collateral granted under the Loan. The Borrower will, as a condition of the Loan provide for the timely recordation of all documents necessary to secure the interests of the Lender. The Loan shall be funded in accordance with such procedures and requirements as may be set forth in the Loan Documents or as the Lender may establish in its sole discretion for Closing. Funding shall not occur until all closing documents have been recorded and returned to Lender, Lender has received a satisfactory title policy, if applicable, and its attorney fees have been paid. In no event shall Lender be obligated to advance any sum to Borrower so long as any Event of Default has occurred and is continuing. In the event that the Loan proceeds are not fully disbursed within twelve (12) months following the date of closing of this Loan, the Lender shall not be obligated to fund any additional amounts under the Loan.

Advances shall be made in increments of at least \$100,000, and any disbursement shall be subject to approval of submitted project costs by Lender and, if applicable, the U.S. Environmental Protection Agency. All disbursement requests must be made in writing in a form acceptable to Lender. The advances shall not exceed 100% of the cost of the materials and labor expended towards the work described in the request for payment form. Lender reserves the right to inspect the Bush Recycling Center from time to time to insure that performance of the environmental work is satisfactory to Lender, including in accordance with the submitted project costs and cleanup plan, and to ensure that the loan has not been over-advanced.

3. Representations and Warranties. To induce Lender to make the Loan, Borrower makes the following representations and warranties, which shall survive the execution and delivery of the Note and other Loan Documents:

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

3.1. Good Standing. Borrower is a body politic, is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized and has the power and authority to own its property and to carry on its business in each jurisdiction in which Borrower does business.

3.2. Authority and Compliance. Borrower has full power and authority to execute and deliver the Loan Documents and to incur and perform the Obligations provided for therein, all of which have been duly authorized by all proper and necessary action of the appropriate governing body of Borrower. No consent or approval of any other public authority or third party is required as a condition to the validity of any of the Loan Documents, and Borrower is in compliance with all laws and regulatory requirements to which it is subject.

3.3. Binding Agreement. This Loan Agreement and the other Loan Documents executed by Borrower constitute valid and legally binding obligations of Borrower, enforceable in accordance with their terms.

3.4. Litigation. There is no proceeding affecting the Borrower's ability to repay the loan, the Subject Property or Borrower's clean-up thereof, pending or, to the knowledge of Borrower, threatened before any court or governmental authority, agency, or arbitration authority, except as disclosed to Lender in writing and acknowledged by Lender prior to the date of this Loan Agreement.

3.5. No Conflicting Agreements. There is no charter, bylaw, stock provision, partnership agreement, or other document pertaining to the organization, power, or authority of Borrower and no provision of any existing agreement, mortgage, deed of trust, indenture, or contract binding on Borrower or affecting the Subject Property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Loan Agreement and the other Loan Documents.

3.6. Collateral. Borrower has authority to: (i) pledge funds received through the City's general fund as described more particularly in Exhibit "A" attached hereto and (ii) pledge, mortgage and encumber the Subject Property by execution of the Mortgage. Borrower has good title to the Subject Property free and clear of all judgments, liens and encumbrances, except those granted to Lender and as disclosed to Lender in writing prior to the date of this Loan Agreement.

3.7. Solvency. (i) Borrower is solvent; (ii) the pledge of the Collateral, if any, as contemplated herein to Lender will not render Borrower insolvent; (iii) Borrower has made adequate provision for the payment of all of its creditors other than Lender; and (iv) neither Borrower nor Guarantor, if any, have entered into this transaction to provide preferential treatment to Lender or any other creditor of Borrower or any Guarantor in anticipation of seeking relief under the Bankruptcy Code.

3.8. ERISA. No employee benefit plan established or maintained, or to which contributions have been made, by Borrower which is subject to Part 3 of Subtitle 13 of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), had an "accumulated funding deficiency" (as such term is defined in Section 302 of ERISA) as of the last day of the most recent fiscal year of such plan ended prior to the date hereof, or would have had such an accumulated funding deficiency on such day if such year were the first year of such plan to which such Part 3 applied; and no material liability to the Pension Benefit Guaranty Corporation has been incurred with respect to any such plan by Borrower.

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

Each such employee benefit plan complies and will comply fully with all applicable requirements of ERISA and of the Internal Revenue Code of 1986 as amended ("Code") and with all applicable rulings and regulations issued under the provisions of ERISA and the Code. This Loan Agreement and the consummation of the transactions contemplated herein will not involve any prohibited transaction within the scope of ERISA or Section 4975 of the Code.

3.9 Environmental Condition of Subject Property. Borrower is not responsible and is not subject to any penalties for the existing environmental hazards of the Subject Property as a generator or transporter of the contamination pursuant to CERCLA

4. Covenants of Borrower.

4.1. Affirmative Covenants. During the term of this Loan Agreement, Borrower will:

(a) Continuation of Preclosing Conditions, Representations, and Warranties. Agree that all conditions precedent to the making of the Loan shall remain satisfied at all times during the term of the Loan, and that all representations and warranties made by Borrower in the Loan Documents shall be deemed to be made at all times during the term of this Loan Agreement.

(b) Financial Statements. Borrower will place Lender on its recipient list of Borrower's annual audit and otherwise ensure that Lender receives audited financial statements within 120 days of each fiscal year end.

(c) Regulations: The Borrower shall carry out the Project in accordance with the applicable provisions of the laws, rules and regulations set forth on Exhibit C, CERCLA in (42 USC 9601 et seq.); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); Cooperative Agreements for Superfund Response Actions (40 CFR Part 35, Subpart O); the NCP (40 CFR Part 300); the Office of Management and Budget Act (OMB) Circular A-87; and the Davis-Bacon Act of 1931 (CERCLA 104(g)) and all other applicable provisions of federal, state or local law.

(d) Access to Financial Information. Permit any representative or agent of Lender or the EPA to examine and audit any or all of Borrower's books and records, wherever located, upon request by Lender.

(e) Notification of Environmental Claims. Immediately advise Lender in writing of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local laws, ordinances, or regulations relating to any Hazardous Substances affecting Borrower's business operations; and (ii) all claims made or threatened by any third party against Borrower relating to damages, contributions, cost recovery, compensation, loss, or injury resulting from any Hazardous Substances. Borrower shall immediately notify Lender of any remedial action taken by Borrower with respect to Borrower's business operations.

(f) Record Retention. The Borrower shall properly document all uses of the Loan proceeds. The Borrower agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures; not destroy such records except upon written approval from Lender and EPA, which shall not unreasonably be withheld; and to retain all of its records and supporting documentation applicable

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

to the Project for a period of three (3) years following submittal of the final Status Report for the RLF cooperative agreement, except as follows:

i. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.

ii. All such records and supporting documents shall be made available, upon request, for inspection or audit by the Lender, EPA or their representatives.

(g) Use of Proceeds. Use the proceeds of the Loan only for the purpose or purposes represented to Lender in Section 2.2. The cleanup of the Subject Property will protect human health and the environment.

4.2. Negative Covenants. During the term of this Loan Agreement, Borrower will not, without prior written consent of Lender:

(a) Assign, mortgage, pledge, encumber, or grant any security interest in or transfer any of Borrower's assets that have been pledged as Collateral, whether now owned or hereafter acquired.

(b) Permit any prohibited Hazardous Substances to be illegally stored or maintained on any real property owned by Borrower.

5. Security for Loan.

5.1. Collateral. As security for the Loan, Borrower agrees to execute and deliver appropriate documentation (i) of Borrower's pledge of funds in the Collateral described in Exhibit A attached hereto and (ii) and Borrower's title-insured first mortgage of the Subject in a form satisfactory to Lender.

5.2. Guaranties. This Loan will have no guaranties.

6. Events of Default.

The occurrence of any of the following shall constitute an event of default ("Event of Default"):

6.1. Payment. Any payment of principal, interest, or other sum owed to Lender under the Loan Documents or otherwise due from Borrower to Lender is not made when due.

6.2. Default / Cross-Defaults. Any provision or covenant of this Loan Agreement or the Loan Documents is breached, or any warranty, representation, or statement made or furnished to Lender by Borrower in connection with the Loan and the Loan Documents (including any warranty, representation, or statement in Borrower's or any Guarantor's financial statements) or to induce Lender to make the Loan, is untrue or misleading in any material respect. These defaults include but are not limited to defaults of this Loan Agreement and the Note, Mortgage or Voluntary Cleanup Contract. In addition, Borrower's breach of any note, bond or other indebtedness to any other lender or creditor shall be a default of this Loan Agreement, unless otherwise waived in writing by Lender.

6.3. Insecurity. Lender reasonably deems itself insecure, as a result of a material change in the pledge of funds in the Collateral or its security position in the Subject Property and believes in good faith that its prospects for payment of the Loan have been impaired.

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

7. Lender's Remedies and Grace Period.

7.1. Acceleration/Grace Period. Upon the occurrence of an Event of Default which continues beyond the applicable Grace Period, Lender shall have the option to declare the entire unpaid principal amount of the Loan, accrued interest, and all other Obligations immediately due and payable. Prior to exercising any right to accelerate, Lender will provide written notice to Borrower of the Event of Default and Borrower will have ten (10) days to cure in the case of a default (the "Grace Period(s)"), such Grace Periods to commence on the date that notice is sent to Borrower by Lender.

7.2. Remedies. Upon the occurrence of an Event of Default which continues beyond the applicable Grace Period, Lender shall be entitled to pursue all Rights (hereafter defined) available under each of the Loan Documents, as well as all Rights and remedies available at law or in equity. Without in any way limiting the generality of the foregoing, Lender shall also have the following non-exclusive Rights:

(a) Immediate Possession of Collateral. To take immediate possession of all Collateral, whether now owned or hereafter acquired, without notice, demand, presentment, or resort to legal process, and, for those purposes, to enter any premises where any of the Collateral is located and remove the Collateral therefrom or render it unusable;

(b) Cure. To cure any Event of Default in such manner as deemed appropriate by Lender.

(c) Foreclosure. To foreclose on the Subject Property pursuant to the terms of the Mortgage or other Loan Documents, or at law or in equity.

7.3. Proceeds. The proceeds from any disposition of the Collateral for the Loan shall be used to satisfy the following items in the order they are listed:

(a) The expenses of taking, removing, storing, repairing, holding, and selling the Collateral and otherwise enforcing the Rights of Lender, including any legal costs and attorneys' fees.

(b) The expense of liquidating or satisfying any liens, security interests, or encumbrances on the Collateral which may be prior to the security interest of Lender that Lender, at its option, elects to satisfy.

(c) Any unpaid fees, accrued interest, and other sums due Lender with respect to Loan Documents, and then the unpaid principal amount of the Loan.

(d) Any other Obligations.

7.4. Resort to Obligors. Lender may, at its option, pursue any and all Rights and remedies directly against Borrower, any Guarantor, or any other Obligor without resort to any Collateral.

7.5. Deficiency. To the extent the proceeds realized from the disposition of the Collateral shall fail to satisfy any of the foregoing items, Borrower and all other Obligors shall remain liable to pay any deficiency to Lender.

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

7.6. Advances/Reimbursements. All amounts advanced by Lender under the Loan Documents, or due Lender as a result of expenditures made by Lender or losses suffered by Lender, shall bear interest at the rate applicable to past due principal as specified in the Note from the date demanded until paid in full. Unless otherwise specified in the Loan Documents, such advances and other sums, together with accrued interest, shall be due and payable on demand.

8. Miscellaneous.

8.1. Notice. All notices, demands, approvals, requests and other communications of any nature under the Loan Documents shall be in writing, and shall be mailed to the address of each party as set forth below (or as set forth in any other Loan Document), said mailing to be by overnight delivery to the Street Address or certified United States government mail to the Mailing Address, with notice in each case to be effective when sent. Either party must provide written direction to the other in order to change the address to which said notice shall be sent.

Lender:

South Carolina Department of Health and Environmental Control
Mailing Address:
Catawba Regional Council of Governments
Fund Manager for Brownfields Cleanup Revolving Loan Fund
215 Hampton Street
P.O. Box 450
Rock Hill, SC 29731

Borrower:

City of Florence
City-County Complex RR
180 N. Irby Street
Florence, SC 29501
Attn: City Manager

8.2. No Election or Waiver. All of the rights, remedies, powers, and privileges (individually, a "Right" and together, "Rights") of Lender provided for in the Loan Documents are cumulative of each other and of any and all other Rights at law or in equity. The resort to any Right shall not prevent the concurrent or subsequent employment of any other appropriate Right. No single or partial exercise of any Right shall exhaust it, or preclude any other or further exercise thereof, and every Right may be exercised at any time. No failure by Lender to exercise, nor delay in exercising any Right, including the Right to accelerate the maturity of the Note, shall be construed as a waiver of any Event of Default or as a waiver of any Right. Without limiting the generality of the foregoing provisions, the acceptance by Lender of any payment under this Note which is past due or which is less than the payment in full of all amounts due and payable at the time of such payment, shall not (i) constitute a waiver of or impair or extinguish the Right of Lender to accelerate the maturity of the Note or to exercise any other Right at the time or at any subsequent time, or nullify any prior exercise of any such Right, or (ii) constitute a waiver of the requirement of punctual payment and performance or a novation in any respect.

8.3. Evidence of Action; Standard of Conduct, No consent, approval, election or other Lender action of any nature, or modification or waiver of any provision of any Loan Document or

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

consent to any departure by any Obligor from any Loan Document shall in any event be effective unless the same shall be in writing signed by an authorized representative of Lender, and such action shall be effective only in the specific instance and for the particular purpose for which given. In addition, unless expressly provided to the contrary in the Loan Documents, Lender shall be entitled to take any action or refrain from action of any nature, in whole or in part, under the Loan Documents in Lender's sole and absolute discretion for any reason or no reason whatsoever.

8.4. Benefit. The Loan Documents shall be binding upon and shall insure to the benefit of Borrower and Lender and are not to provide any benefit to anyone other than Borrower and Lender.

8.5. Governing Law and Jurisdiction. The Loan Documents, unless otherwise specifically provided therein, and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. Obligors, and all general partners of any Obligor that is a partnership, hereby submit to the jurisdiction of the state and federal courts located in that state and agree that Lender may, at its option, enforce its Rights under the Loan Documents in such courts or in any other jurisdiction in which Lender is located or in which any Obligor or any Collateral may be located.

8.6. Assignment. Borrower may not assign or otherwise convey interests in the Loan Documents, in whole or in part, to any other person or entity.

8.7. Indemnification. To the extent allowed by law, Borrower shall indemnify, defend, and hold Lender, its employees, agents (including but not limited to the Servicing Agent), officers, attorneys, and successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including reasonable attorneys' fees and litigation expenses) arising out of or related directly or indirectly to the Loan Documents or any transaction described therein, including any violation of any law related to Hazardous Substances and any and all matters arising out of any act, omission, event, or circumstance (including without limitation the presence on, generation at, disposal of at, or release from the Collateral of any hazardous substance or waste), regardless of whether the act, omission, event, or circumstance constituted a violation of any law related to Hazardous Substances at the time of its existence or occurrence, including Hazardous Substances located on or about any real property owned by any Obligor or for which any Obligor may otherwise be responsible. Borrower's Obligations under this Section shall survive the repayment of the Loan and satisfaction of all Loan Documents.

8.8. Severability. Invalidity of any one or more of the terms, conditions, or provisions of this Loan Agreement shall in no way affect the balance hereof, which shall remain in full force and effect.

8.9. Construction. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine. All references in any Loan Document to Articles, Sections, or Exhibits shall mean the Articles, Sections, and Exhibits of the respective Loan Document unless otherwise specified. The terms "herein," "herein below," "hereunder," and similar terms are references to the particular Loan Document in its entirety and not merely the particular Article, Section, or Exhibit in which any such term appears. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Loan Document nor the intent of any provision thereof. All references to any Loan Document shall include all amendments, extensions, renewals,

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

restatements, and replacements of the same. The terms "include", "including", and similar terms shall be construed as if followed by the phrase "without being limited to" and "Property", "Collateral", and "Premises" shall be construed as if followed by the phrase "or any part thereon". All actions authorized under any Loan Document may be exercised on multiple occasions unless expressly provided to the contrary. No inference in favor of any party shall be drawn from the fact that such party has drafted any portion of the Loan Document. In the event of any inconsistency between the terms of the Loan Agreement and any other Loan Document, the terms of the Loan Agreement shall control, provided that any provision of any Loan Document, other than the Loan Agreement, which imposes additional Obligations upon Obligor or provides additional Rights or remedies to Lender shall be deemed to be supplemental to, and not inconsistent with, the Loan Agreement.

8.10. Execution in Counterparts. All Loan Documents may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of the Loan Document, it shall not be necessary to produce or account for more than one such counterpart.

8.11 Examinations/Communications. Lender's examinations, inspections, or receipt of information pertaining to the matters set forth in the Loan Documents shall not in any way be deemed to reduce the full scope and protection of the Loan Documents or the Obligations of any Obligor related to the Loan Documents. All Obligors agree that Lender shall have no duty or obligation of any nature to (i) make any investigation, inspection, or review regarding any Obligor or any Collateral at any time, with any such investigation that is undertaken being solely for the benefit of Lender; or (ii) communicate in any manner with any Obligor, irrespective of the fact that Lender's information, or lack thereof, could be material to Obligors' actions with respect to the Obligations.

8.12. No Third Party Beneficiaries. The Loan Documents are entered into for the sole benefit of Lender and no third party shall be deemed to have any privity of contract nor any right to rely on any Loan Document to any extent or for any purpose whatsoever, nor shall any other person have any right of action of any kind hereof or be deemed to be a party beneficiary.

8.13. No Participation. Nothing, in the Loan Documents, and no action or inaction whatsoever on the part of Lender through the date hereof, shall be deemed to make Lender a partner or joint venturer with any Obligor. Obligor, and Borrower indemnifies and holds Lender harmless from and against any and all claims, losses, causes of action, expenses (including attorneys' fees), and damages arising from the relationship between Lender and any Obligor being construed as or related to be anything other than that of lender and borrower. This provision shall survive the termination of all Loan Documents.

8.14. Notice of Conduct. Obligors agree to give Lender written notice of any action or inaction by Lender or any agent or attorney of Lender in connection with the Loan Documents or the Obligations of any party under the Loan Documents that may be actionable against Lender or any agent or attorney of Lender or a defense to payment of any Obligation of any Obligor under the Loan Documents, including commission of a tort or violation of any contractual duty implied by law. Obligors agree that unless such notice is given promptly (in any event within thirty (30) days after such party has knowledge, or with the exercise of reasonable diligence should have had knowledge) of such action or inaction, Obligors shall not assert, and said party shall be deemed to have waived, any claim or defense arising there from if Lender (i) could have mitigated such claim or defense after receipt of such notice or (ii) has otherwise undertaken discretionary action under the Loan Documents without such notice having been given. Upon request of Lender, Obligors

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

shall also confirm in writing the status of the Loan, all amounts owed to Lender, and provide other information reasonably requested by Lender.

8.15. Limitation of Damages. Obligors and Lender mutually agree that no party shall be liable to the other for damages arising from any breach of contract, tort, or other wrongful conduct in connection with the negotiation, documentation, administration, or collection of the Loan other than the actual direct loss suffered by said party.

8.16. Costs, Expenses, and Attorneys' Fees. Borrower shall pay immediately upon demand the full amount of all out-of-pocket costs and expenses, including reasonable attorneys' fees, costs of experts and all other expenses, incurred by Lender in connection with (a) the negotiation, preparation, modification, renewal, restatement, and replacement of this Loan Agreement and each of the other Loan Documents; (b) the administration of the Loan, including the costs of additional appraisals, environmental studies, title insurance, survey updates, and legal reviews; (c) the perfection, preservation, protection, and continuation of the liens and security interest granted Lender in the Collateral and the custody, preservation, protection, repair, and operation of any of the Collateral; (d) the pursuit by Lender of its Rights and remedies under the Loan Documents and applicable law; and (e) defending any counterclaim, cross-claim, or other action, or participating in any bankruptcy proceeding, mediation, arbitration, litigation, or dispute resolution of any other nature involving Lender, any Obligor, or any Collateral, except to the extent Lender has been adjudicated to have engaged in wrongful conduct.

8.17. Future Advances. All Loan Documents which grant a lien or security interest to Lender secure not only the Principal Amount, but also all future obligations and future advances to the fullest extent permitted by applicable law, whether such advances are obligatory, are made at the option of Lender, or otherwise, to the same extent as if such future obligations were incurred or future advances were made on the date of this Loan Agreement.

8.18. Further Assurances. At any time after the closing of any transactions contemplated by the Loan Documents, all Obligors, at the request of Lender, shall execute and deliver such further documents and agreements and take such further actions as Lender deems necessary or appropriate to permit each transaction contemplated by the Loan Documents to be consummated in accordance with the provisions thereof and to perfect, preserve, protect, and continue all liens, security interests, and Rights of Lender under the Loan Documents. Borrower further agrees to take reasonable governmental action necessary to confirm the pledge of Collateral. Borrower herein irrevocably with full power of substitution constitute and appoint Lender as their attorney-in-fact, such appointment being coupled with an interest with the right to enforce Lender's Rights with respect to the above further assurances.

8.19. Incorporation by Reference. This Loan Agreement is incorporated by reference into various Loan Documents, and Section 8 shall govern each and every Loan Document. In executing any Loan Document, the signatories thereto other than Lender expressly agree to be bound by all provisions of this Loan Agreement pertaining to Obligors.

8.20. Time of the Essence. Time is of the essence to all Loan Documents.

9. Additional Provisions.

Riders attached hereto as Exhibits A, B, C and D, which have been initialed by Borrower and Lender, constitute material terms of this Loan Agreement and are hereby incorporated into this Loan Agreement as is set forth verbatim.

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement under seal as of the date first above written.

WITNESSES:

WITNESSES:

BORROWER:

City of Florence
A South Carolina Municipality

By: Frank E. Willis
Its: Mayor

LENDER:

SOUTH CAROLINA DEPARTMENT
OF HEALTH AND ENVIRONMENTAL
CONTROL

By: Robert W. King, Jr., P.E.
Its: Deputy Commissioner
Environmental Quality Control

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

**LOAN AGREEMENT EXHIBIT A
COLLATERAL AND OTHER LIENS**

1. Collateral.

- (a) Pledge of funds received through the City's general revenues sufficient to service the outstanding debt and any other fees or charges during the term of the Loan and any extensions thereof.
- (b) Mortgage of the Subject Property in a form acceptable to Lender

Unless otherwise provided herein, all terms shall have the meanings generally attributed to such terms under Article 9 of the Uniform Commercial Code as adopted by the State of South Carolina. Borrower represents and warrants that it is the absolute owner of the above Collateral once deposited and approved by governmental entities and that the Collateral is owned free and clear of all liens, encumbrances, and security interests of any kind except those granted to Lender and those previously disclosed to Lender.

2. Other Liens.

- (a) Prior Liens.

None

- (b) Permitted Liens. Any liens or security interests in favor of the Lender; or arising by operation of law to secure taxes, assessments or other amounts owed any governmental authority not yet due and payable; or given as purchase money security interest in the property whose lease or purchase is not prohibited under any of the Loan Documents.

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

LOAN AGREEMENT EXHIBIT B

GUARANTORS

All indebtedness under the Loan shall be jointly, severally, and unconditionally guaranteed by the following (collectively, "Guarantor").

NONE

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

**COMPLIANCE REQUIREMENTS
EXHIBIT C**

1. Economic and Miscellaneous Authorities.

- (a) Debarment and Suspension, Executive Order 12549
- (b) Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended; Executive Order 12372
- (c) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- (d) Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended

2. Social Policy Authorities.

- (a) Age Discrimination Act of 1975, Pub. L. 94-135
- (b) Anti-Lobbing Provisions (40 CFR Part 30)
- (c) Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- (d) Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333) and the Anti-Kickback Acts, as amended (40 U.S.C. 276c), (18 U.S.C. 874)
- (e) The Davis-Bacon Act of 1931, as amended
- (f) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- (g) Equal Employment Opportunity, Executive Order 11246
- (h) Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- (i) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590
- (j) Women's and Minority Business Enterprise, Executive Order 11625, 12138 and 12432

3. General Requirements

- (a) Borrower must modify the cleanup plan if necessary based upon public comment, new information or Lender requirements.
- (b) Lender may have access to the site without the site owner's permission.
- (c) Borrower must obtain written approval from Lender on the final remedial design documents and closeout report and submit the approvals to EPA.
- (d) Borrower and Lender recognize and agree that the ultimate goal is to ensure that the cleanup is protective of human health and the environment, provided however, Borrower does retain the authority to make decisions in the field regarding cleanup consistent with approved cleanup levels and through consultation with Lender.

INITIALS:

Lender: _____

Exhibit C

Borrower: _____

EXHIBIT D

Property Description Attachment

INITIALS:
Lender: _____

Exhibit C

Borrower: _____

CITY OF FLORENCE COUNCIL MEETING

DATE: August 11, 2008

AGENDA ITEM: Ordinance
Second Reading

DEPARTMENT/DIVISION: City of Florence Urban Planning & Development Department

I. ISSUE UNDER CONSIDERATION:

A request to transfer two properties, located on South Dargan and identified as Tax Map Numbers 90168-02-009 and 90168-02-011, to the Florence Downtown Development Corporation ~~and to give said corporation an option on the property identified as Tax Map Number 90168-02-005.~~

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

The properties are located at 117, 119 and 129 South Dargan Street and are currently vacant and unused. Council heard this request at a previous work session and directed staff to draft an ordinance for consideration.

III. POINTS TO CONSIDER:

The development corporation is requesting that these actions be taken so that it may actively market the subject properties in furtherance of the downtown revitalization effort..

IV. OPTIONS:

City Council may:

- (1) Approve request as presented based on information submitted.*
- (2) Defer request should additional information be needed.*
- (3) Suggest other alternatives.*
- (4) Deny request.*

V. PERSONAL NOTES:

VI. ATTACHMENTS:

*Map showing the location of the property.
Annexation checklist*



Phillip M. Lookadoo, AICP
Urban Planning and Development Director



David N. Williams
City Manager

ORDINANCE NO. 2008-_____
As Amended on 1st Reading on August 28, 2008

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF TWO PARCELS DESIGNATED AS TAX MAP PARCELS 90168-02-009 AND 90168-02-011 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR TO THE FLORENCE DOWNTOWN DEVELOPMENT CORPORATION.

WHEREAS, after due consideration, the City has concluded and hereby declares that the parcels of land more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, are surplus land to the City and are property that should be privately developed in order to continue downtown redevelopment; and

WHEREAS, the City has been instrumental in the formation and funding of the Florence Downtown Development Corporation as an entity to lead the designing, planning and marketing efforts in the redevelopment of the downtown area;

WHEREAS, in an effort to further the marketing of the downtown to private and public entities and to spur interest in investment in the downtown, the Florence Downtown Development Corporation has requested that the City transfer ownership of certain properties to the corporation to put it in the position to actively market those properties for development in accordance with the downtown master plan previously developed and approved; and

WHEREAS, the City has had said property appraised and has determined that it is in the best interest of the City and its citizens that it convey control of the property described herein to the said Florence Downtown Development Corporation in the fashion described below to encourage appropriate economic development of the downtown area ;

NOW, THEREFORE, be it ordained by the City Council of the City of Florence in meeting duly assembled and by the authority thereof:

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary documentation in order to convey control of the properties described on Exhibit

“A” attached hereto to Florence Downtown Development Corporation in the following described manner and under the following conditions:

- (a) Parcels 90168-02-009 and 90168-02-011 shall be deeded to the Florence Downtown Development Corporation so that the corporation can actively market and develop said parcels in accordance with the plans and design previously developed and approved; provided, however, said conveyance shall be conditioned upon a binding agreement by the corporation that it must seek permission from the City Council before it can convey said parcels for consideration that does not equal or exceed the fair market value of said parcels;

2. This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence, South Carolina.

ADOPTED THIS _____ DAY OF _____, 2008.

FRANK E. WILLIS
Mayor

Approved as to form:

Attest:

JAMES W. PETERSON, JR.
City Attorney

DIANNE M. ROWAN
Municipal Clerk

EXHIBIT "A"

PARCEL NO. ONE (1):

All that lot of land situate in the City and County of Florence, State of South Carolina, fronting on the west side of South Dargan Street. This lot measures Forty Eight (48') feet, more or less in width, and One Hundred Twenty (120') feet, more or less in depth. This lot is bounded on the North by property of Raymond Humphries, et al; on the East by South Dargan Street; on the South by property of Kimbrell's Investment Co.; and on the West by property of Cho.

Tax Map No. 90-168-02-009

PARCEL NO. TWO (2):

All that lot of land situate in the City and County of Florence, State of South Carolina, fronting on the West side of South Dargan Street. This lot measures Twenty Seven (27') feet, more or less in width, and One Hundred Twenty-One (121') feet, more or less in depth. This lot is bounded on the North by property of James C. McLeod, Jr., et al; on the East by South Dargan Street; on the South by property of Raymond F. Humphries, et al; and on the West by property Cho.

Tax Map No. 90-168-02-011

The lots above described being a portion of the property conveyed to the City of Florence by deed of McLeod Regional Medical Center of the Pee Dee, Inc. dated November 18, 1997, and recorded June 9, 1998, in Book A526, page 1011 in the office of the Clerk of Court for Florence County.

FLORENCE CITY COUNCIL MEETING

DATE: September 8, 2008

AGENDA ITEM: Reports to Council

DEPARTMENT/DIVISION: City Manager – Special Services Division

I. ISSUE UNDER CONSIDERATION

An ordinance authorizing the sale of real property previously declared as surplus by City Council

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

- A. The subject property is identified as a 1.84 tract conveyed to the City of Florence by deed from the County of Florence, dated December 12, 2002, in conjunction with the transfer of the County's water system to the City of Florence. The property is further identified by the office of the Florence County Tax Assessor as Tax Map 246, Block 01, Parcel 030.
- B. The subject property once contained an abandoned water tank previously disposed of by the City and is approximately 4.2 miles southeast of the city limits of the City of Florence located on the north side of Flowers Road, just west of its intersection with Willow Creek Road.
- C. At its June 9, 2008 meeting, City Council declared the subject real property as surplus and authorized the City Manager to initiate the disposal of the subject surplus property.
- D. In accordance with City of Florence Purchasing and Contracting Policies and Procedures, the subject property's minimum selling price (consisting of the appraised value plus all expenses of the sale) was established and a request for offers-to-buy was publicly advertised twice
- E. On the publicly advertised date, one sealed offer-to-buy was received and opened.
- F. Mr. D. Malloy McEachin, Jr. submitted the offer-to-buy which complied with the minimum selling price and all conditions of the sale.

III. POINTS TO CONSIDER

- A. Section 2-26(a)(8) of the City Code of Ordinances and Section 5-7-260 of the South Carolina Code of Laws require that the conveyance of land owned by a municipality be done by ordinance adopted by City Council.

IV. OPTIONS

- A. Accept the offer-to-buy and approve and adopt the attached proposed ordinance authorizing the sale of the subject property.
- B. Instruct staff to take other action.
- C. Take no action.

V. STAFF RECOMMENDATION

- A. Accept the offer-to-buy and approve and adopt the attached proposed ordinance authorizing the sale of the subject property.

VI. ATTACHMENTS:

- A. Proposed ordinance authorizing the sale of the subject property.



Thomas B. J. Shearin, CPA
Special Services Administrator



David N. Williams
City Manager

ORDINANCE NO. 2008-_____

AN ORDINANCE AUTHORIZING THE SALE OF A PARCEL CONTAINING APPROXIMATELY 1.84 ACRES AND BEING MORE FULLY SHOWN ON A PLAT OF SAID PARCEL MADE FOR FLORENCE COUNTY BY HELLER AND ASSOCIATES, INC. DATED NOVEMBER 29, 1989 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR FLORENCE COUNTY IN PLAT BOOK 36 AT PAGE 38 AND BEING THE PARCEL DESIGNATED AS TAX MAP 246-01-030 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR.

WHEREAS, after due consideration, City Council voted on June 9, 2008 to declare that the parcel of land more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, is surplus land to the City and is property that should be sold; and

WHEREAS, the City has had said property appraised and has, through a public bidding process, obtained a high bid for said property from D. Malloy McEachin which exceeds the appraised value ; and

WHEREAS, it is hereby determined that the conveyance of said property to D. Malloy McEachin for the amount of his bid is in the best interest and to the benefit of the citizens of the City of Florence;

NOW, THEREFORE, be it ordained by the City Council of the City of Florence in meeting duly assembled and by the authority thereof:

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary Agreement to Buy and Sell Real Estate, Deed, and other documentation in order to convey title to the property described on Exhibit "A" attached hereto to D. Malloy McEachin in return for the purchase price of Twenty Thousand and no/100 (\$20,000.00) Dollars, plus all cost associated with the transfer of title and the sales process.

2. This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence, South Carolina.

ADOPTED THIS _____ DAY OF _____, 2008.

Approved as to form:

JAMES W. PETERSON, JR.
City Attorney

FRANK E. WILLIS
Mayor

Attest:

DIANNE M. ROWAN
Municipal Clerk

VII. b.
Bill No. 2008-47
First Reading

CITY OF FLORENCE COUNCIL MEETING

DATE: September 8, 2008

AGENDA ITEM: Ordinance
First Reading

DEPARTMENT/DIVISION: City of Florence Urban Planning & Development Department

I. ISSUE UNDER CONSIDERATION:

An annexation and zoning request by Rodney Moody for property located at 601 N. Wiltshire Drive and shown more specifically on Tax Map 0221-01-242.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

The property is contiguous to the City limits with both water and sewer available.

A Public Hearing for the zoning request for R-1, Single-Family Residential District was approved unanimously by the City of Florence Planning Commission at their August 12, 2008 meeting.

III. POINTS TO CONSIDER:

The applicant is requesting that their property be annexed into the city.

IV. OPTIONS:

City Council may:

- (1) Approve request as presented based on information submitted.*
- (2) Defer request should additional information be needed.*
- (3) Suggest other alternatives.*
- (4) Deny request.*

V. PERSONAL NOTES:

VI. ATTACHMENTS:

Map showing the location of the property.
Zoning Map
Annexation checklist
Ordinance


Phillip M. Lookadoo, AICP
Urban Planning and Development Director


David N. Williams
City Manager

CITY OF FLORENCE

ANNEXATION CHECKLIST

Date: July 14, 2008

Instructions: Engineering Department completes items #6 thru 10
 Fire Department completes # 10a

1. Party requesting annexation: Rodney Moody
2. Location and acreage of property: 601 N Wilshire Dr
3. Tax Map reference: 0221-01-242
4. Contact name & phone number:

SERVICE AVAILABILITY INFORMATION

INITIALS	YES/NO	IF NO, COST ESTIMATE FOR CITY TO PROVIDE
6. <u>RB</u> Water Line ✓	YES	
7. <u>RB</u> Sewer Line ✓	YES	
8. <u>RB</u> Storm Drainage ✓	YES	
9. <u>RB</u> Paved Street SCDOT _____ Other ✓	YES	
Length of existing curb and gutter:	350 ft	
10. <u>RB</u> Traffic Control devices, including street name signs ✓	YES	
10a. <u>RD</u> Fire Hydrants	YES	

* Economic Feasibility Analysis attached

- 11. Requested Zoning : R-1, SDingle-Family Residential
- 12. Date of Petition: July 14, 2008
- 13. Party informed of costs and requirements of annexation: Yes
- 14. Residents: Total: 0 18 and over:
Registered Voters by Race:

Annexation Checklist reviewed by:

Date:

Urban Planning & Development Director

Engineering Department Manager

Public Works Director

Police Chief

Fire Chief

City Manager

[Handwritten signatures and dates]
 7/17/08
 8-25-08
 8-26-08
 8-27-08
 8-28-08

Please return completed form to: Liz Shaw, Urban Planning & Development Department

ZONING PETITION STAFF CHECKLIST

IDENTIFYING DATA

Name of Owner: Rodney Moody

Address of Property: 601 N Wiltshire Drive

Tax Parcel Number(s): 01221-01-242

Date: July 14, 2008

GENERAL BACKGROUND DATA

Current Zoning: Unzoned

Proposed Zoning: Single-Family Residential (R-1)

Current Use: Residential Single Family
(under construction)

Proposed Use: Residential Single Family

DIMENSIONAL REQUIREMENTS

Current Zoning

Proposed Zoning

Lot Area:

Proposed Lot Area: 15,000

Lot Width

Proposed Lot Width: 100

Front Setback

Proposed Front Setback: 25

Side Yards

Proposed Side Yards: 10

Rear Yards

Proposed Rear Yards: 30

Max. Height

Proposed Max. Height: 38

Open Space

Proposed Open Space: N/A

Comments:

ZONING PETITION STAFF CHECKLIST

2. What are adjacent properties zoned, and what are adjacent land uses?

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	Unzoned	Single Family Residential
Northeast	Unzoned	Vacant residential lot
East	Unzoned	Vacant residential lot
Southeast	Unzoned	Single-Family Residential
South	Unzoned	Single-Family Residential
Southwest	R-1	Single Family Residential
West	R-1	Single Family Residential
Northwest	R-1	Single Family Residential

3. What are development plans in the area – roads, schools, future commercial development, etc.?
The subdivision is currently being developed as a single-family neighborhood.
4. Is there a reason the current land use cannot continue to be feasible as it now exists?
No.
5. List some potential uses under existing zoning.
Because the property is currently unzoned, any use would be permitted under the Florence County Zoning Ordinance. However, this property is located in an established residential subdivision which has private restrictive covenants.
6. List some potential uses under proposed zoning.
The only primary use permitted under the proposed zoning is a single-family dwelling and accessory and support uses relevant to single-family dwellings.
7. Are any of these uses inappropriate for this location, and if so, why?
No.
8. (a) What is applicant's stated reason for requesting zoning?
The zoning request is associated with annexation into the City of Florence.
9. (a) What will be the benefits to the surrounding properties?
Per the City of Florence Zoning Ordinance, the only use that may be developed within the R-1 zoning district is a single-family dwelling. The property will be subject to the City of Florence codes and regulations.
- (b) What will be the detriments to the surrounding properties?

ZONING PETITION STAFF CHECKLIST

NA

10. Is a traffic study required for this petition?

No.

If so, what are the recommendations of the study?

NA

11. What does the purpose statement of the proposed zoning district say?

Single-family Residential Districts “are intended to foster, sustain, and protect areas in which the principal use of land is for single-family dwellings and related support uses.” Section 1.2, Zoning Ordinance of the City of Florence

12. Will this proposal meet the intent of the above purpose statement?

Yes.

ANNEXATION 601 N. Wiltshire Rd



1,000 0 Feet

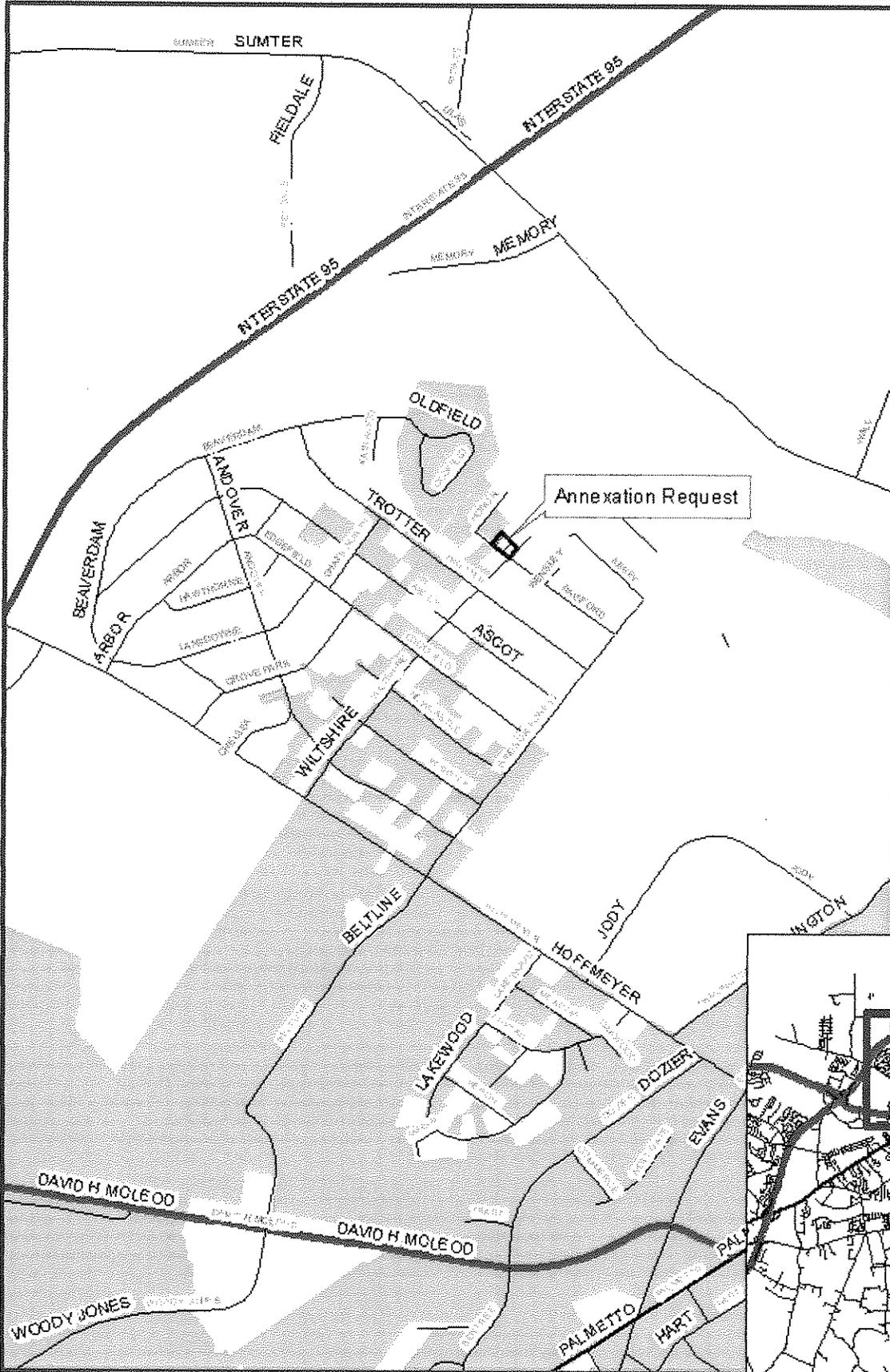


Urban Planning & Development Department

Legend

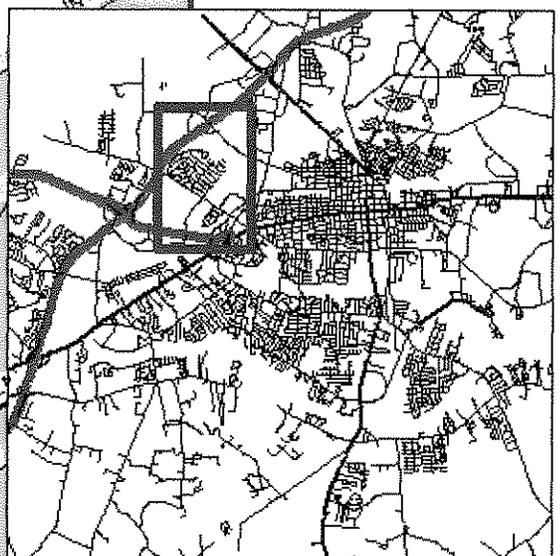
Roads

- City Maintained
- State Street
- Interstate
- US Highway
- City Boundary



ORIGINAL PREPARATION/DATE:
This map was prepared by:
Liz Shaw
Urban Planning & Development Department
Aug 01, 2008
REVISION NUMBER/DATE:
August 1, 2008

DISCLAIMER:
The City of Florence Urban Planning and Development Department data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Florence makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.



ZONING

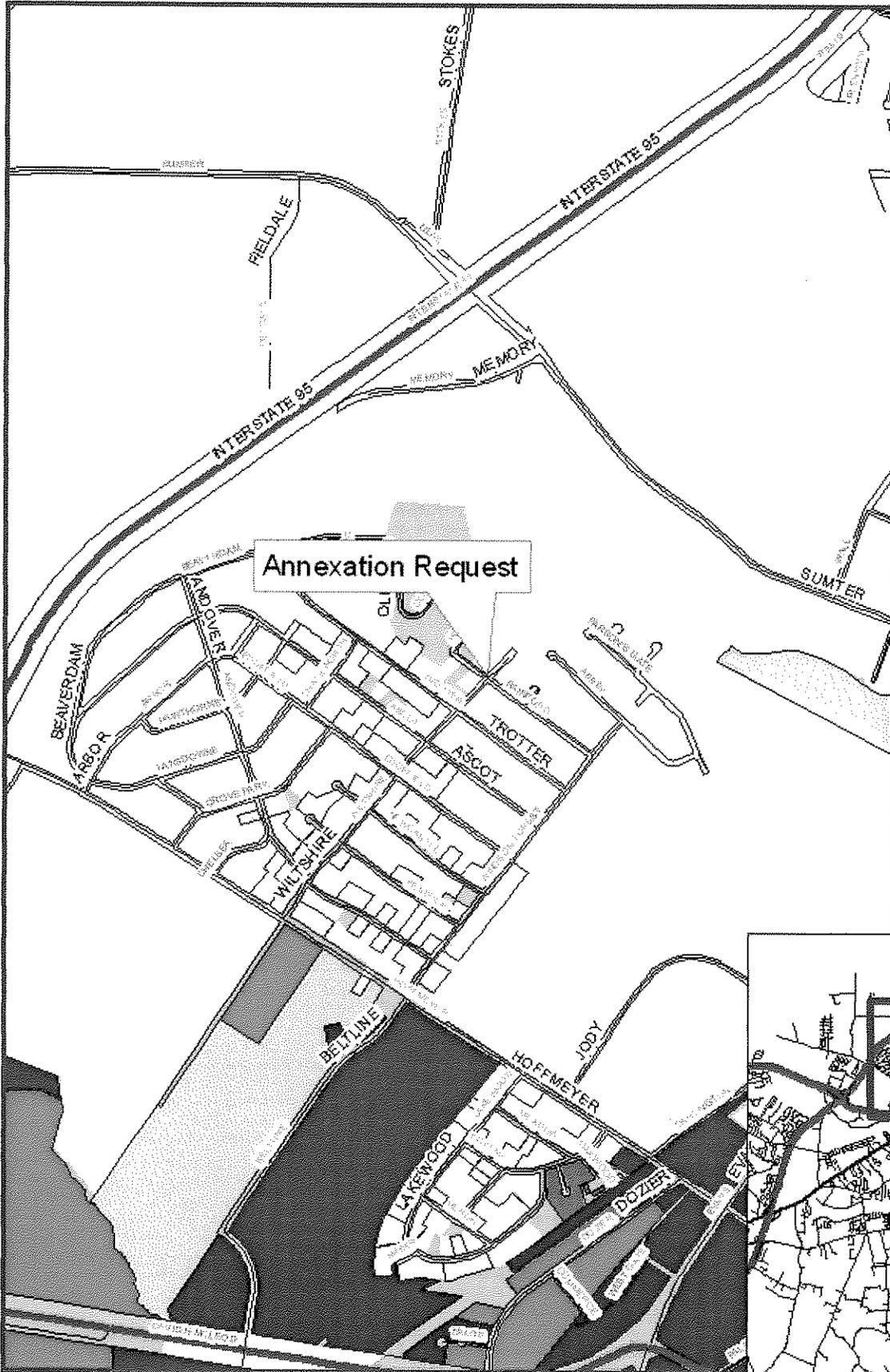
601 N Wiltshire



1,000 0 Feet



Urban Planning & Development Department



Legend

Roads

- City Maintained
- State Street
- Interstate
- US Highway

- R-1, Single Family, 15,000 sf
- R-2, Single Family, 10,000 sf
- R-3, Single Family, 6,000 sf
- R-4, Multi-Family
- R-5, Multi-Family
- PDD
- B-1, Limited
- B-2, Convenience
- B-3, General
- B-4, Central
- B-5, Office - Light Industrial
- B-6, Industrial
- RU-1, Community 15,000 sf
- RU-2, Resource 87,120 sf
- Unzoned
- City Boundary

ORIGINAL PREPARATION DATE:

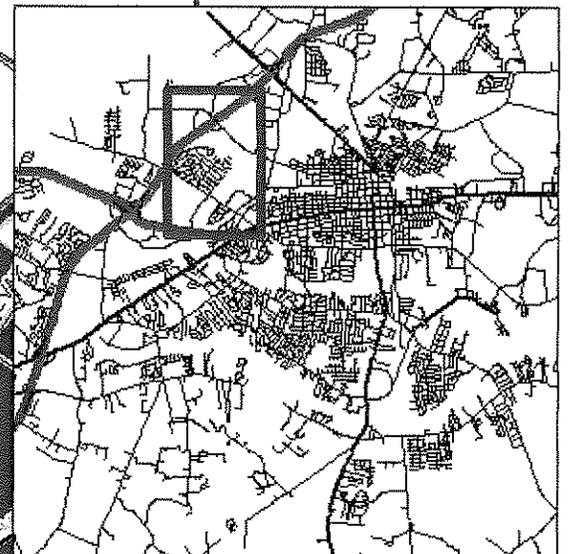
This map was prepared by:
Liz Shaw

Urban Planning & Development Department
Aug 01, 2008

REVISION NUMBER DATE:
August 1, 2008

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ORDINANCE NO. 2008 _____

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY MR
RODNEY MOODY, 601 N. WILTSHIRE DRIVE.**

WHEREAS, a Public Hearing was held in Room 603 of the City-County Complex on August 12, 2005 at 6:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, an application by Mr. Rodney Moody, owner of 601 N. Wiltshire Drive was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be incorporated in the city limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina** and adding the zoning district classification of R-1, Single-Family Residential District and described as follows:

**The property requesting annexation is shown more specifically on
Florence County Tax Map 0122-1, block 01, parcel 242.**

Any portions of public rights-of-way abutting the above described property will be also included in the annexation.

WHEREAS, Florence City Council concur in the aforesaid application, findings and recommendations:

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF FLORENCE IN MEETING DULY ASSEMBLED AND BY THE
AUTHORITY THEREOF:**

1. That an Ordinance is hereby adopted by amending the Zoning Atlas of the City of Florence and annexing the aforesaid properties to R-1, Single-Family Residential District and incorporating them into the City Limits of the City of Florence
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence and posting of this amendment in the official Zoning Atlas.

ADOPTED THIS _____ DAY OF _____, 2008

Approved as to form:

James W. Peterson, Jr.
City Attorney

Frank E. Willis, **Mayor**

Attest:

Dianne Rowan
Municipal Clerk

VII. c.
Bill No. 2008-48
First Reading

CITY OF FLORENCE COUNCIL MEETING

DATE: September 8, 2008
AGENDA ITEM: Ordinance
First Reading
DEPARTMENT/DIVISION: City of Florence Urban Planning & Development Department

I. ISSUE UNDER CONSIDERATION:

An annexation request by South Florence Developers Inc. for undeveloped property located on Third Loop Road and shown more specifically on Tax Map 00151-01-234(7.78 acres).

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

The property is contiguous to the City limits with both water and sewer available. There is a cost of \$74,000.00 to the city to provide additional infrastructure improvements designed to alleviate existing flooding issues in the adjacent Abbeys and Cloister developments.

This property is currently zoned R-5, Multi-Family Residential District by previous action of Florence County Council.

III. POINTS TO CONSIDER:

The applicant is requesting that their property be annexed into the city.

IV. OPTIONS:

City Council may:

- (1) Approve request as presented based on information submitted.*
- (2) Defer request should additional information be needed.*
- (3) Suggest other alternatives.*
- (4) Deny request.*

V. PERSONAL NOTES:

VI. ATTACHMENTS:

Map showing the location of the property.
Annexation checklist



Phillip M. Lookadoo, AICP
Urban Planning and Development Director



David N. Williams
City Manager

CITY OF FLORENCE

ANNEXATION CHECKLIST

Date: July 14, 2008

Instructions: Engineering Department completes items #6 thru 10
 Fire Department completes # 10a

1. Party requesting annexation: South Florence Developers LLC

2. Location and acreage of property: 7.78 acres off Third Loop Rd

3. Tax Map reference: 00151001-~~001~~²³⁴

ENCINO DEVELOPMENT

4. Contact name & phone number: **GARY FINKLEA, 317-4900**

SERVICE AVAILABILITY INFORMATION

INITIALS	YES/NO	IF NO, COST ESTIMATE FOR CITY TO PROVIDE
6. <u>KB</u> Water Line	YES	
7. <u>KB</u> Sewer Line	YES	
8. <u>KB</u> Storm Drainage	YES	OPEN DITCH. DEV.'S RESPONSIBILITY FOR IMPROVEMENTS
9. <u>KB</u> Paved Street SCDOT <u>L</u> Other _____ Length of existing curb and gutter: _____	YES 0 ft	
10. <u>KB</u> Traffic Control devices, including street name signs	YES	SIGNS FOR NEW ROADS ARE DEV.'S RESPONSIBILITY.
10a. _____ Fire Hydrants	NO	PROPERTY NOT DEVELOPED AT THIS TIME

\$74,000.00



* Economic Feasibility Analysis attached

* Cost to City for additional infrastructure improvements designed to alleviate existing local flooding issues in Abbeys/Cloisters.

- 11. Requested Zoning : R-5, Multi-Family Residential District
- 12. Date of Petition: July 3, 2008
- 13. Party informed of costs and requirements of annexation: see petition
- 14. Residents: Total: 0 18 and over:
Registered Voters by Race:

Annexation Checklist reviewed by:

Date:

Urban Planning & Development Director	<i>[Signature]</i>	<i>Dec 21/17/08</i>
Engineering Department Manager	<i>[Signature]</i>	<i>8-25-08</i>
Public Works Director	<i>[Signature]</i>	
Police Chief	<i>[Signature]</i>	<i>08-27-08</i>
Fire Chief	<i>[Signature]</i>	<i>9-2-08</i>
City Manager	<i>[Signature]</i>	

Please return completed form to: Liz Shaw, Urban Planning & Development Department

STATE OF SOUTH CAROLINA)

PETITION FOR ANNEXATION

COUNTY OF FLORENCE)

Petition requesting Florence City Council to enact an Ordinance annexing the area described below, that area being the same property as shown by the map prepared by the City of Florence Urban Planning Department, attached and incorporated by reference herein:

The undersigned freeholder property owner(s) hereby respectfully certifies, petitions, and requests of the City Council of Florence as follows:

1. The petitioners are the sole owner(s) of real estate in the County of Florence, State of South Carolina which property lies adjacent and contiguous to the corporate limits of the City of Florence.
2. That the petitioner(s) desires to annex the property more particularly described below:
7.78 acres identified at Tax Map Number 151-01-00~~1~~²³⁴ and as described on the attachment.
3. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

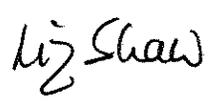
To the Petitioner: The following information needs to be completed for submittal to the City of Florence and other government agencies for records prior to and after annexation.

Total Residents _____
 Race _____
 Total 18 and Over _____
 Total Registered to Vote _____

Date: July 3, 2008

 South Florence Developers, LLC
 By: Gary I. Finklea
 Petitioner

*** Petitioners request reimbursement from the City for an agreed upon portion of the cost to construct a community detention pond and upon approving the subdivision plan currently approved by the County of Florence for Encino Subdivision with the exception that an emergency access lane will be constructed between the northern end of Encino Drive to the current gravel drive serving the Abbey's detention pond from Cloister's Court.

Certification as to ownership on the date of petition: ONLY Date <u>7-16-08</u>	FOR OFFICAL USE 
--	---

GARY I. FINKLEA
Attorney & Counselor at Law
Post Office Box 1317
Florence, SC 29503

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

FILED
2016 FEB 27 P 3:30

DEED
\$ STATE FEE 180.⁰⁰
\$ COUNTY FEE 300.⁰⁰

GRANTEE'S ADDRESS:
FLORENCE COUNTY, SC

KNOW ALL MEN BY THESE PRESENTS, that MARY SEBREY MCLAUGHLIN CLARK and MARIAN GREGG MCLAUGHLIN HORNSBY, hereinafter called "Grantors", of the State aforesaid, for and in consideration of the sum of Three Hundred Thousand and no/100 Dollars (\$300,000.00) paid by SOUTH FLORENCE DEVELOPERS, LLC, hereinafter called "Grantee", the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the Grantee, its successors and assigns:

All that tract of land situate in the City and County of Florence, State of South Carolina, on the north side of Third Loop Road containing 7.78 acres, more or less, subject to the easements running with said tract. The tract extends back on its eastern border 1027.33 feet, more or less, and on its northern border 169.38 feet, more or less; on its western border 748.96 feet, more or less, to a point and thence 246.68 feet, more or less, to the northern or back edge of the tract; and 324.03 feet, more or less, along Third Loop Road, all as more fully appears by reference to a plat made by Engineering Consultants, Inc. filed in the office of the Clerk of Court for Florence County in Plat Book 88 at page 287.

The above described property was conveyed to the Grantors by Deed of Gregg McLaughlin, as Substitute Trustee under the Last Will and Testament of S. T. Burch, deceased, dated January 29, 1969, recorded January 30, 1969, in Deed Book A-67 at page 54, in the office of the Clerk of Court for Florence County.

Tax Map No. 151-01-001
Property Address: Third Loop Road, Florence, SC

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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

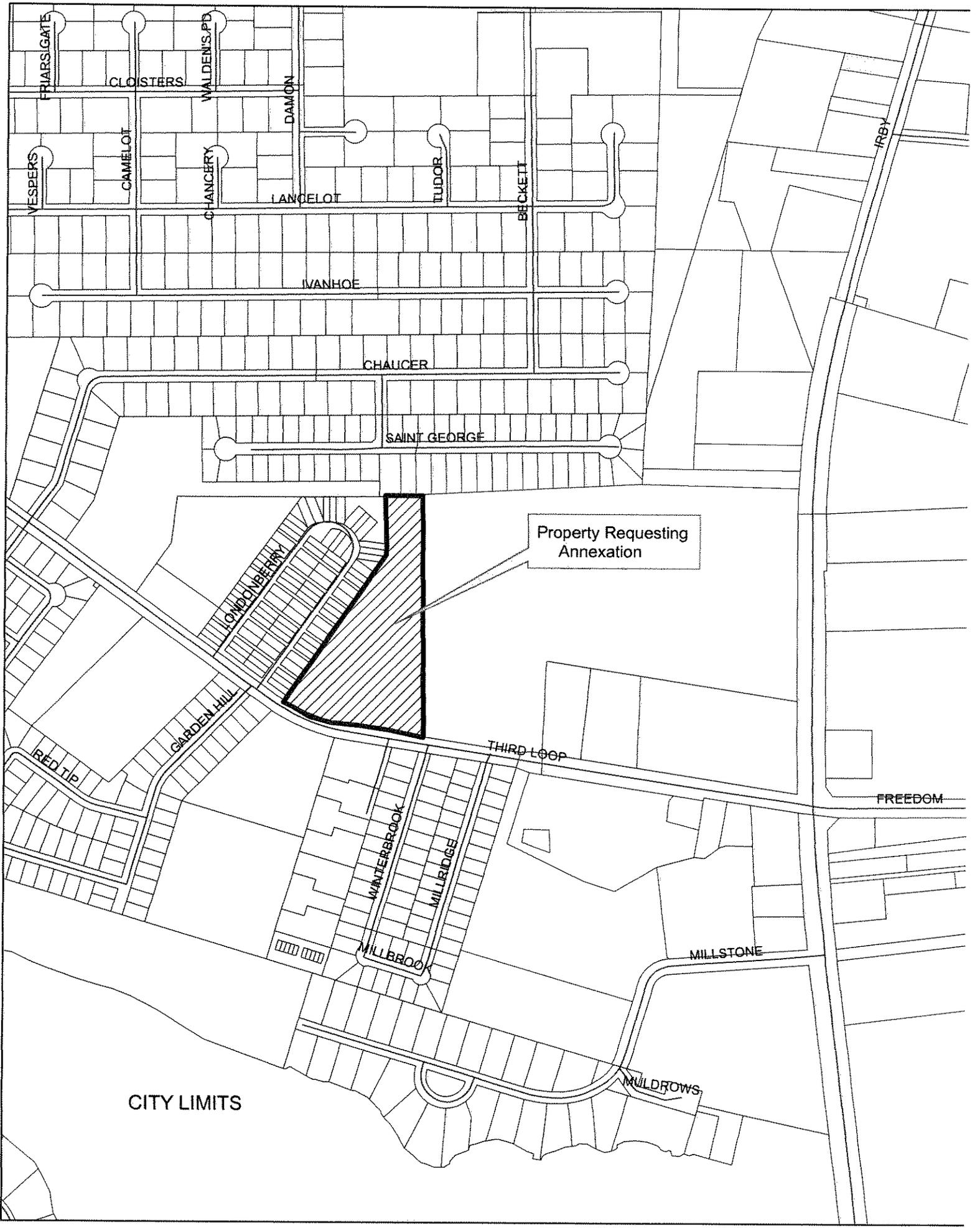
TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said SOUTH FLORENCE DEVELOPERS, LLC, its successors or assigns forever.

And the Grantors do hereby bind themselves and their heirs, to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against themselves and their heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

A991-1062

1063

THIS PROPERTY DESIGNATED AS
MAP 151-01-001 PARCEL 001
COUNTY OF FLORENCE, SOUTH CAROLINA
SOUTH FLORENCE DEVELOPERS, LLC
FLORENCE COUNTY TAX MAPS



Property Requesting
Annexation

CITY LIMITS

FRIARS GATE

CLOISTERS

WALDEN'S PK

DAMON

VESPER

CAMELOT

CHAUCERY

LANCELOT

TUDOR

BECKETT

IVANHOE

CHAUCER

SAINT GEORGE

LONDONBERRY

GARDEN HILL

RED TIP

THIRD LOOP

FREEDOM

WATERBROOK

MILLRIDGE

MILLBROOK

MILLSTONE

MULDROWS

ORDINANCE NO. 2008_____

AN ORDINANCE TO ANNEX PROPERTY OWNED BY SOUTH FLORENCE DEVELOPERS LLC LOCATED ON THIRD LOOP ROAD.

WHEREAS, an application by South Florence Developers LLC., owner of property located on Third Loop Road was presented requesting the aforesaid property be incorporated in the city limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina** :

The properties requesting annexation are shown more specifically on Florence County Tax Map 00151, block 01, parcel 234(7.78 acres).

Any portions of public rights-of-way abutting the above described property will be also included in the annexation.

WHEREAS, Florence City Council concur in the aforesaid application, findings and recommendations:

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF:

1. That an Ordinance is hereby adopted and annexing the aforesaid properties and incorporating them into the City Limits of the City of Florence
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence.

ADOPTED THIS _____ DAY OF _____, 2008

Approved as to form:

James W. Peterson, Jr.

Frank E. Willis, Mayor

City Attorney

Attest:

Dianne Rowan
Municipal Clerk

VII. d.
Bill No. 2008-49
First Reading

CITY OF FLORENCE COUNCIL MEETING

DATE: September 8, 2008

AGENDA ITEM: Ordinance
First Reading

DEPARTMENT/DIVISION: City of Florence Urban Planning & Development Department

I. ISSUE UNDER CONSIDERATION:

An annexation request by South Florence Developers Inc. and Ferrell Prosser for properties located off Howe Springs Road and shown more specifically on Tax Maps 00180-01-010(42.27 acres) and 00180-01-017 & 008(10 foot strip for contiguity).

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

The property is contiguous to the City limits with both water and sewer available. There is a reimbursement cost of \$87,000.00 to the developer for the lift station and force main. The larger property requesting annexation is a 90 lot subdivision (Spring Haven) which is under development.

This property is currently zoned R-1, Single-Family Residential and RU-1, Rural Community District by previous action of Florence County Council.

III. POINTS TO CONSIDER:

The applicant is requesting that their property be annexed into the city.

IV. OPTIONS:

City Council may:

- (1) Approve request as presented based on information submitted.*
- (2) Defer request should additional information be needed.*
- (3) Suggest other alternatives.*
- (4) Deny request.*

V. PERSONAL NOTES:

VI. ATTACHMENTS:

Map showing the location of the property.
Annexation checklist
Annexation Petition



Phillip M. Lookadoo, AICP
Urban Planning and Development Director



David N. Williams
City Manager

CITY OF FLORENCE

ANNEXATION CHECKLIST

Date: July 8, 2008

Instructions: Engineering Department completes items #6 thru 10
 Fire Department completes # 10a

1. Party requesting annexation: Southbrook Properties and Ferrell Prosser
2. Location and acreage of property: Howe Springs Village Subdivision(42.27 acres) and
 10' strip on Prosser properties for contiguity(00180-01-017 & 00180-01-008)
3. Tax Map reference: 00180-01-010, 00180-01-017(10' strip) & 00180-01-008(910' strip)
4. Contact name & phone number: Gary Finklea

SERVICE AVAILABILITY INFORMATION

INITIALS	YES/NO	IF NO, COST ESTIMATE FOR CITY TO PROVIDE
6. <u>S.H.A.</u> Water Line	Yes.	By developer.
7. <u>S.H.A.</u> Sewer Line	Yes.	By developer. Requests \$87,000 reimbursement of L.S. & F.M.
8. <u>S.H.A.</u> Storm Drainage	Yes	By developer.
9. <u>S.H.A.</u> Paved Street SCDOT _____ Other _____	7200 L.F. Yes	By Developer
Length of existing curb and gutter.	Yes ft	By Developer
10. <u>S.H.A.</u> Traffic Control devices, including street name signs	Yes.	By Developer
10a. _____ Fire Hydrants		By Developer

* Economic Feasibility Analysis attached

- 11. Requested Zoning : Zoned R-1 and RU-1 by Florence County
 - 12. Date of Petition: June 26, 2008
 - 13. Party informed of costs and requirements of annexation: yes
 - 14. Residents: Total: 0 18 and over:
- Registered Voters by Race:

Annexation Checklist reviewed by:

Date:

Urban Planning & Development Director *[Signature]* 9/4/08

Engineering Department Manager *[Signature]* 9-3-08

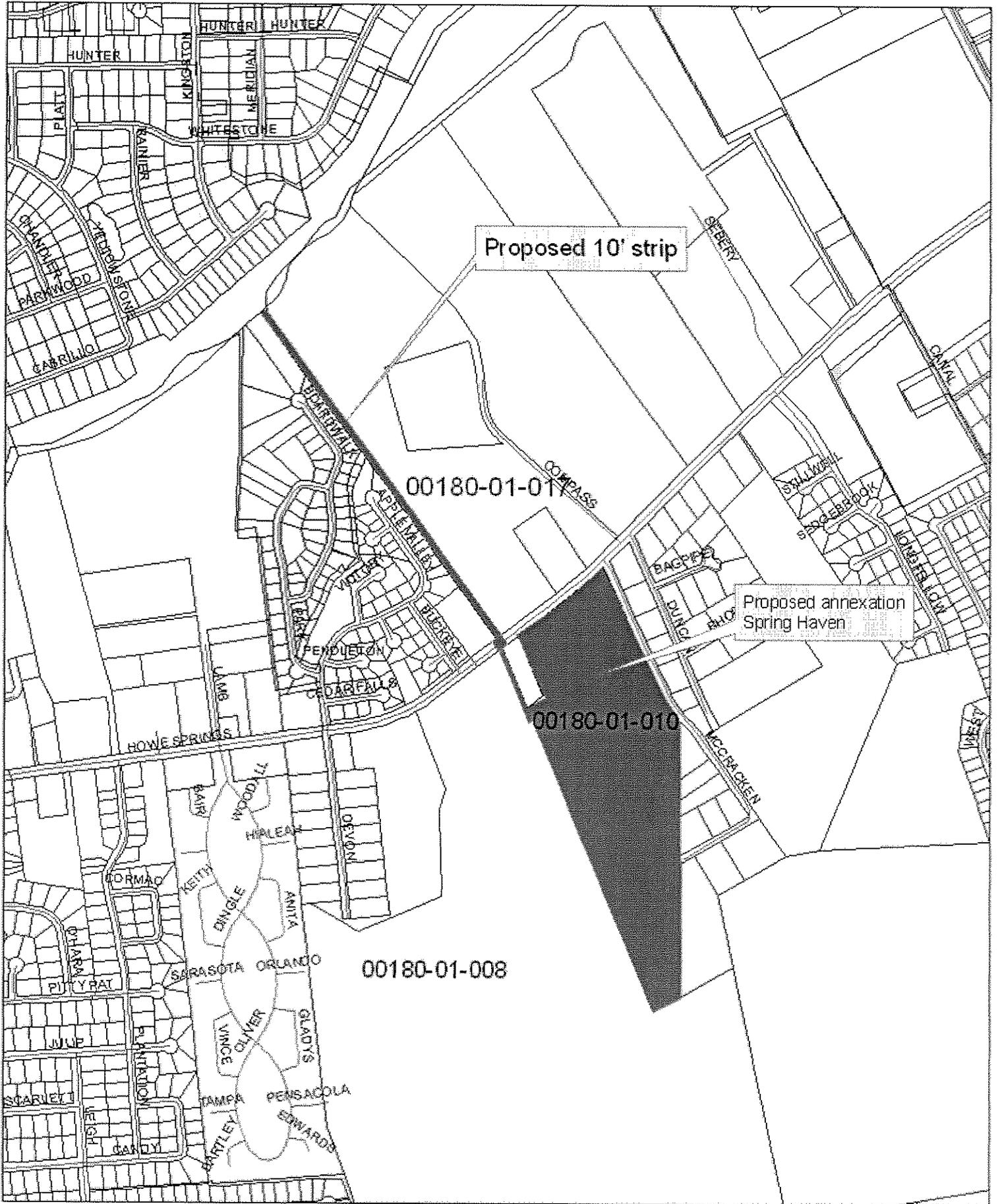
Public Works Director *[Signature]*

Police Chief *[Signature]* 07-04-08

Fire Chief *[Signature]*

City Manager *[Signature]*

Please return completed form to: Liz Shaw, Urban Planning & Development Department



Proposed 10' strip

00180-01-017

Proposed annexation
Spring Haven

00180-01-010

00180-01-008

STATE OF SOUTH CAROLINA)

PETITION FOR ANNEXATION

COUNTY OF FLORENCE)

Petition requesting Florence City Council to enact an Ordinance annexing the area described below, that area being the same property as shown by the map prepared by the City of Florence Urban Planning Department, attached and incorporated by reference herein:

The undersigned freeholder property owner(s) hereby respectfully certifies, petitions, and requests of the City Council of Florence as follows:

- 1. The petitioners are the sole owner(s) of real estate in the County of Florence, State of South Carolina which property lies adjacent and contiguous to the corporate limits of the City of Florence.
- 2. That the petitioner(s) desires to annex the property more particularly described below:
42.27 acres identified at Tax Map Number 00180-01-010 and as described on the attachment.
- 3. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

To the Petitioner: The following information needs to be completed for submittal to the City of Florence and other government agencies for records prior to and after annexation.

Total Residents _____
 Race _____
 Total 18 and Over _____
 Total Registered to Vote _____

Date: June 26, 2008


 Southbrook Properties, LLC

By: Gary I. Finklea
Petitioner

Date _____

Petitioner

*** Petitioners request reimbursement from the City for the costs of construction of the lift station.
Florence main. #87,000.00 

Certification as to ownership on the date of petition:	FOR OFFICIAL USE ONLY
Date <u>7.8.08</u>	

**SPRING HAVEN SUBDIVISION
(formerly HOWE SPRINGS VILLAGE)
(CURRENTLY OUTSIDE CITY LIMITS)**

**WATER / SEWER ECONOMIC FEASIBILITY ANALYSIS
FOR ANNEXATION REQUEST**
(BOTH WATER AND SEWER REVENUE; AND INSIDE, FY08 RATES)

SEWER REIMBURSEMENT COSTS

<u>\$87,000</u> X 1.00 =	<u>\$87,000</u>
<i>LIFT STATION AND FORCE MAIN COSTS</i>	
TOTAL PRESENT WORTH OF COST	= <u>\$87,000</u>

SEWER REVENUES

TAP FEES:

<u>35</u> X <u>\$180</u> =	<u>\$6,300</u>
<i>PAID CUSTOMERS</i>	
<u>55</u> X 0.5 X <u>\$180</u> X 0.6139 =	<u>\$3,039</u>
<i>OTHER CUSTOMERS</i>	

SEWER BILLINGS:

<u>35</u> X <u>\$27.78</u> X 12 X 0.30 X 12.4622 =	<u>\$43,621</u>
<i>PAID CUSTOMERS</i> <small>FY08 RATE</small>	
<u>55</u> X 0.5 X <u>\$31.19</u> X 12 X 0.30 X 7.7217 X 0.6139 =	<u>\$14,637</u>
<i>OTHER CUSTOMERS</i> <small>FY10 RATE</small>	

WATER REVENUES

TAP FEES:

<u>35</u> X <u>\$340</u> =	<u>\$11,900</u>
<i>PAID CUSTOMERS</i>	
<u>55</u> X 0.5 X <u>\$340</u> X 0.6139 =	<u>\$5,740</u>
<i>OTHER CUSTOMERS</i>	

WATER BILLINGS:

<u>35</u> X <u>\$18.85</u> X 12 X 0.25 X 12.4622 =	<u>\$24,666</u>
<i>PAID CUSTOMERS</i> <small>FY08 RATE</small>	
<u>55</u> X 0.5 X <u>\$21.17</u> X 12 X 0.25 X 7.7217 X 0.6139 =	<u>\$8,279</u>
<i>OTHER CUSTOMERS</i> <small>FY10 RATE</small>	

TOTAL PRESENT WORTH OF REVENUES \$118,182

<u>\$118,182</u>	/	<u>\$87,000</u>	=	<u>1.36</u>
<i>TOTAL REVENUES</i>		<i>TOTAL COST</i>		<i>REVENUE / COST RATIO</i>

IF REVENUE / COST RATIO IS 1.0 OR GREATER, RECOMMEND PROJECT
IF REVENUE / COST RATIO IS LESS THAN 1.0, REJECT PROJECT

NOTE: THE ABOVE ANALYSIS IS DESIGNED TO BE USED ONLY AS A GUIDE FOR THE STUDY OF ECONOMIC FEASIBILITY IN THE CONSIDERATION OF THE EXTENSION OF SEWER SERVICE TO A PROSPECTIVE CUSTOMER (S) IN THE CITY'S SERVICE AREA.

September 3, 2008

ORDINANCE NO. 2008 _____

AN ORDINANCE TO ANNEX PROPERTY OWNED BY SOUTH FLORENCE DEVELOPERS LLC AND MR. F. PROSSER LOCATED ON HOWE SPRINGS ROAD.

WHEREAS, an application by South Florence Developers LLC., and Mr. F. Prosser owners of properties located on Howe Springs Road was presented requesting the aforesaid property be incorporated in the city limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina :**

The properties requesting annexation are more specifically a 10 foot strip running from the current city limits along the western property line of Tax Map 00180, block 01, parcel 017 for approximately 2608 feet, southeast towards the Howe Springs Road right-of-way; a 10 foot strip running from the Howe Springs right-of-way along the eastern property line of Tax Map 00180, block 01, parcel 008 for approximately 520 feet in a south, south east direction to Florence County Tax Map 00180, block 01, parcel 010 (42.27 acres);

Any portions of public rights-of-way abutting the above described property will be also included in the annexation.

WHEREAS, Florence City Council concur in the aforesaid application, findings and recommendations:

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF:

1. That an Ordinance is hereby adopted and annexing the aforesaid properties and incorporating them into the City Limits of the City of Florence
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence.

ADOPTED THIS _____ DAY OF _____, 2008

Approved as to form:

James W. Peterson, Jr.
City Attorney

Frank E. Willis, **Mayor**

Attest:

Dianne Rowan
Municipal Clerk

**VIII. a.
Appointments to
Boards/Commissions**

FLORENCE CITY COUNCIL MEETING

DATE: September 8, 2008

AGENDA ITEM: Appointments to Boards and Commissions

DEPARTMENT/DIVISION: Administration/City Council

ISSUE UNDER CONSIDERATION: To fill vacancies on the City's Boards and Commissions.

CURRENT STATUS: There are two Boards and/or Commissions with vacancies.

OPTIONS:

- 1) Make appointments or reappointments for the vacancies
- 2) Defer the appointments until a later council meeting.

ATTACHMENTS:

- 1) A copy of the Board or Commission with vacancies
- 2) A copy of the response from the board/commission member who would like to be reappointed or to discontinue serving

HISTORICAL COMMISSION

**One Vacancy
September 8, 2008**

There is one vacancy on the Historical Commission.

Mr. Andrew Kampiziones - Would like to be reappointed (letter attached)

Revised 06/30/2008

HISTORICAL COMMISSION

The Historical Commission is composed of ten (10) members (five are recommended by the City Council and five are recommended by the County Council). They are then appointed to four year terms by the Governor.

The present composition of this Commission is as follows:

<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
Mr. William S. Dowis, Jr. Dowis Associates, Inc. 406 S. McQueen Street Florence, SC 29501 (W) 669-5223 1500 Madison Avenue Florence, SC 29501 (H) 662-1067 W/M	06/30/2010
Mr. Mark W. Buyck, III Attorney 248 W. Evans Street Florence, SC 29501 (W) 662-3258 414 Seminole Avenue Florence, SC 29501 (H) 669-0145 W/M	06/30/2010
Mr. James C. McLeod, Jr. P.O. Box 1909 Florence, SC 29501 (W) 662-3258 1108 Cherokee Road Florence, SC 29501 (H) 669-8093 W/M	06/30/2010
Mr. Andrew Kampiziones 500 W. Jeffries Lane Florence, SC 29505 (H) 662-4435 W/M	06/30/2008

Mrs. Betty Wyman
Retired
1127 Margaret Drive
Florence, SC 29501
(H) 662-2301
W/F

06/30/2011

The County appointees to this Commission are attached

CITY OF
FLORENCE

• S C •

August 22, 2008

Mr. Andrew Kampiziones
500 W. Jeffries Lane
Florence, SC 29505

Dear Mr. Kampiziones:

Our records indicate that your term on the Historical Commission expired on June 30, 2008. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Commission. Please return this letter to our office and keep the enclosed copy for your records.

We appreciate your past service to the City of Florence and would welcome your continued service.

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

Sincerely,

Dianne M. Rowan

Dianne M. Rowan
Municipal Clerk

I would like to continue to serve on the Historical Commission.

I do not want to serve on the Historical Commission.

Andrew Kampiziones
Mr. Andrew Kampiziones

PARKS, BEAUTIFICATION, AND LEISURE SERVICES COMMISSION

**One Vacancy
September 8, 2008**

There is one vacancy on the Parks, Beautification, and Leisure Services Commission.

Revised 06/30/2008

PARKS, BEAUTIFICATION, AND LEISURE SERVICES COMMISSION

The Park Commission will be composed of twelve (12) members, resident electors of the city, to be elected by City Council to serve five (5) year terms.

The present composition of the Park Commission is as follows:

<u>APPOINTEE</u>	<u>TERM TO EXPIRE</u>
Mr. Walter W. Sallenger Photographer 412 Spruce Street Florence, SC 29501 (W&H) 843-413-1794 W/M	06/30/2013
Mr. Michael Hawkins 909 Harmony Street Florence, SC 29501 (H) 661-7339 B/M	06/30/2012
Ms. Vanessa Munn Communications Manager 1815 Meadow Green Place Florence, SC 29502 (W) 843-673-6713 (H) 843-229-4855 W/F	06/30/2009
Ms. Jeanne Downing Developer P.O. Box 6222 Florence, SC 29502-6222 3201 Spiral Lane Effingham, SC 29541 (W/H) 667-4496 (cell) 615-2800 W/F	06/30/2009
Mr. Zavon Felton Retired 1908 E. Sandhurst Drive Florence, SC 29505 (H) 665-1908 B/M	06/30/2013

Ms. Bettie Ann McCrae 1009 West Darlington Street Florence, SC 29501 (H) 843-665-2201 B/F	06/30/2009
Mr. Larry E. Hooks 717 Wimbledon Avenue Florence, SC 29505 (H) 667-1221 W/M	06/30/2009
Vacancy	06/30/2008
Mrs. Helen Sims 318 Ballard Street Florence, SC 29506 (H) 662-6097 or 662-7192 B/F	06/30/2010
Mr. Jamie Young General Manager, Florence RedWolves 340 Stadium Road (W) 843-629-0700 712 King Avenue Florence, SC 29501 (H) 843-667-6632 W/M	06/30/2013
Mr. William Mullholand Retired 1507 Damon Drive Florence, SC 29505 (843) 669-4555 W/M	06/30/2009
Ms. Barbara B. Jenkinson Sonographer Women's Complete Health Care 410 S. Coit Street Florence, SC 29501 1218 Madison Avenue Florence, SC 29501 (H) 669-7708 W/F	06/30/2009

HONORARY MEMBERS

Mr. A. E. Kunz
523 Laurel Lane
Florence, SC 29501
662-4083

Mrs. Ainslie M. Taylor
Methodist Manor
2100 Twin Church Road
Florence, SC 29501
(H) 669-4946

VIII. b. Funding Request

FLORENCE CITY COUNCIL

SEPTEMBER 8, 2008

AGENDA ITEM: Reports to Council

DEPARTMENT: Administration - City Manager's Office

ISSUE UNDER CONSIDERATION:

Earlier this year, Mr. Neal Zimmerman of the Boys and Girls Club appeared before City Council with an update on the renovations and other improvements to the Club facilities. At that appearance, he requested the City consider participating in the renovations to the roof of the building at an approximate cost of \$75,000. At the time of the request, the funds were not immediately available and the 2008-09 budget had not yet been completed.

CURRENT STATUS/PREVIOUS ACTION TAKEN:

To date, no funds have been allocated to assist with the renovation project for the Boys and Girls Club.

POINTS TO CONSIDER:

Staff was unable to find funding for this project in the 2008-09 operating budget during the budget preparation process, and it appears doubtful at this point that the General Fund budget will generate sufficient additional funds to finance this project.

However, we have recently become aware that portions of previously appropriated CDBG funds from 2002, 2003, and 2004 remain available for expenditure and are unlikely to be needed for the projects for which they were originally appropriated. (See attached memorandum from Scotty Davis.) These funds total \$74,507.85, which is an amount within less than \$200 of the needed amount by the Boys and Girls Club for the roof renovations. (See attached letter from Neal Zimmerman and statement from Walker Industries, LLC.)

STAFF RECOMMENDATION:

Re-allocate the above CDBG funds from prior years to fund the roof renovations at the Boys and Girls Club, following the required public hearing which could be scheduled for the next Council meeting.

ATTACHMENTS:

Memorandum from Scotty Davis; letter from Neal Zimmerman; statement from Walker Industries, LLC.



Memorandum

TO: David N. Williams, City Manager
FROM: Scotty Davis 
SUBJECT: Community Development Block Grant funds
DATE: September 3, 2008

As you know, the City of Florence is a Community Development Block Grant entitlement city that receives federal funds each year. These funds must be used to fund CDBG-eligible activities. Each eligible activity must meet one of three national objectives:

Benefit low-to-moderate income persons

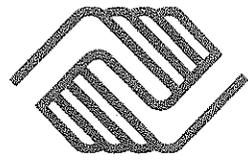
Aid in the elimination of slums or blight

Meet a need having particular urgency

After thoroughly reviewing the CDBG budget, I have found that there is \$74,507.85 of unexpended funds that were earmarked for the Downtown Development Corporation. These funds are budgeted as follows:

<u>YEAR</u>	<u>ORGANIZATION or USEAGE</u>	<u>AMOUNT</u>
2002	Micro-Loan Program	\$19,982.85
2003	Micro-Loan Program	\$28,925.00
2004	Downtown Redevelopment	\$25,600.00

These funds have not been utilized in 4-6 years. The micro-loan program was terminated several years ago. Obviously there are a number of eligible projects that can easily expend these funds in short order. However, a public hearing is required should you decide to re-allocate these funds to another project.



BOYS & GIRLS CLUBS
OF THE PEE DEE AREA

August 22, 2008

David Williams
City of Florence
City/County Complex AA
180 N. Irby Street
Florence, SC 29501

Dear Mr. Williams:

I want to thank you and the City of Florence for the support the City has provided our Florence Club over the years. We have no better partner than the City in our effort to provide children and teens a safe, structured and learning environment.

This letter is a follow-up to our earlier request for the City's commitment of \$74,600 for the replacement of the roof on the Florence Boys & Girls Club. The replacement of the roof was a part of the Club's "A Beacon of Hope" project, a \$1.5M expansion and renovation of the Florence Club. Attached you will find an overview of the project.

The construction on the project started last September and we re-opened to our members the first day of summer. The "new" facility was a big hit with both our members and the community as we witnessed a 50% increase in our attendance over last year. Over 400 children participated in our summer program with daily attendance as high as 240.

The replacement of the roof was a vital part of the overall project, hence we could not wait until funding was secured to replace the roof. Waiting for secured funding would have increased replacement costs substantially and risk damage to the extensive renovations made to the existing structure.

Originally it was determined to completely replace the roof would cost close to \$100,000. After inspection of the metal roof, it was determined the metal was in good shape although there were numerous holes allowing leaks. With the knowledge that the metal was still in good shape, the Club's leadership worked with its contractor to explore all options. After much research and discussions the Club's leadership decided to approve a SPF (spray polyurethane foam) system for the existing roof.

Some of the factors that helped determine the decision to go with SPF were:

**Boys and Girls Clubs
of the Pee Dee Area, Inc.**
310 W. Roughfork Street
P.O. Box 93
Florence, SC 29503
Tel 843-662-1142
Fax 843-667-8594
www.bgcpda.org

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Billy D. Williams
Glynn Willis
Priscilla Zimmerman

Executive Director
Neal L. Zimmerman, Jr.



The Positive Place For Kids

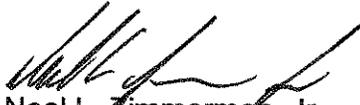
- Existing metal roof system was in good shape except for the holes and worn out insulation.
- SPF would seal the existing metal from the weather and has projected life expectancy of 30+ years.
- Maintenance & repairs – recommendation of recoats at 15 year interval and repairs can be made at reasonable cost.
- Insulation value would be higher than with rolled insulation between metal and roof deck. Insulation value was a major concern as air conditioning of the gym was part of the renovations being made.

The Club's leadership felt the SPF system was the best solution to providing the facility with a long-term solution to the existing roof through the most effective and efficient use of dollars. Attached is a copy of the contractor's breakdown of the roof work.

We would greatly appreciate assistance from the City toward the cost of the old roof.

If you have any questions, please call me at 843-662-1142.

Sincerely,



Neal L. Zimmerman, Jr.
Executive Director

Walker

Industries, LLC

P.O. Box 6243 Florence, South Carolina 29502-6243
843-667-4400 Fax 843-662-1786

August 25th, 2008

Neal Zimmerman
Boys & Girls Clubs of the Pee Dee
310 W Roughfork Street
Florence, SC

RE: Roofing Breakdown
Boys & Girls Club
Florence, SC

Mr. Zimmerman:

As per our discussion, the following is a breakdown of the roofing work provided on the existing Boys & Girls Club roof.

1. Strip existing interior insulation. Use spray foam rigid insulation on the underside of the decking (approximate 3" high density insulation).	\$ 27,418.00
2. Exterior roof coating of the entire existing roof with an aluminized polyurea coating.	\$ 24,736.00
3. Fireproofing to be sprayed on the interior foam insulation. The coating is to be tinted white and cover the entire underside of the existing metal decking.	\$ 9,800.00
4. Miscellaneous steel stud framing and sheathing on the existing gable ends of the gym.	\$ 6,560.00
5. Disposal fees, equipment rental, job overhead	\$ <u>6,186.00</u>
Total Roofing Work:	\$ 74,700.00

Please let me know if there are any questions.



Todd Walker
President