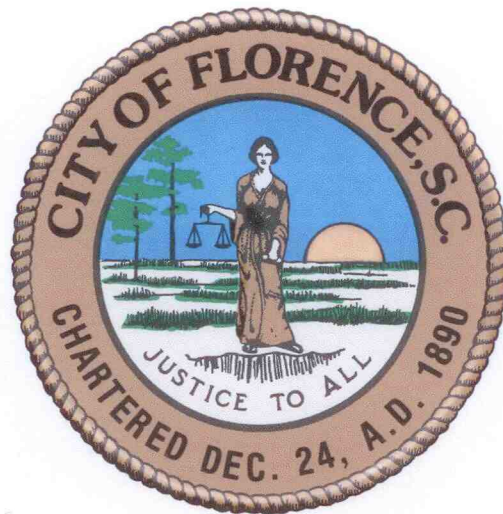


REGULAR MEETING
OF
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS
ROOM 604, CITY-COUNTY COMPLEX
FLORENCE, SOUTH CAROLINA

MONDAY
MARCH 11, 2013
1:00 P.M.

REGULAR MEETING OF FLORENCE CITY COUNCIL

MONDAY, MARCH 11, 2013 - 1:00 P.M.

CITY-COUNTY COMPLEX, COUNCIL CHAMBERS, ROOM 604

FLORENCE, SOUTH CAROLINA

AGENDA

I. CALL TO ORDER

II. INVOCATION

Pledge of Allegiance

III. APPROVAL OF MINUTES

February 11, 2013 – Regular Meeting

February 21, 2013 – Special Meeting

IV. HONORS AND RECOGNITIONS

Retiree Recognitions

Angela M. Becker – 23 years – August 28, 1989 – December 28, 2012

Service Recognitions

Monty Tedder – 15 years – Fire Department

Daniel Dietz – 10 years – Wasterwater Division

V. APPEARANCE BEFORE COUNCIL

- a. Ms. Cathy Yarborough Cantey – to speak about the needs of Lighthouse Ministries Out Reach Program.**

VI. INTRODUCTION OF ORDINANCES

a. Bill No. 2013 – 03 - First Reading

A Series Ordinance making provision for the terms and conditions of combined Waterworks and Sewerage System Revenue borrowing of the City of Florence, authorized by a Bond Ordinance of the City of Florence adopted October 24, 1989, as amended; approving the financing of system improvements in the City of Florence, South Carolina, through the borrowing of not exceeding \$10,626,372 plus capitalized interest, if any, from the State Water Pollution Control Revolving Fund, by agreement with the South Carolina Water Quality Revolving Fund Authority pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended; providing for the agreement to make and to accept a loan, the execution and delivery of a loan agreement between the City of Florence and the South Carolina Water Quality Revolving Fund Authority, the execution and delivery of a promissory note from the City of Florence to the South Carolina Water Quality Revolving Fund Authority; and other matters relating thereto.

VII. INTRODUCTION OF RESOLUTION

a. Resolution No. 2013 - 06

A Resolution authorizing the execution and delivery of a Government Obligation Contract and all related documents necessary or appropriate for the consummation of such contract to provide for the acquisition of a Knuckleboom/Grapple Loader truck and two rear loading Sanitation trucks.

b. Resolution No. 2013 – 07

A Resolution to designate March, 2013 as American Red Cross Month.

VIII. REPORTS TO COUNCIL

a. *To declare as surplus property, land located on Stockade Drive to the Friends of the Florence Stockade.*

IX. ADJOURN

**REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, FEBRUARY 11, 2013 - 1:00 P.M.
CITY COUNTY COMPLEX, COUNCIL CHAMBERS, ROOM 605
FLORENCE, SOUTH CAROLINA**

MEMBERS PRESENT: Mayor Wukela called the regular meeting to order at 1:00 p.m. with the following members present: Councilwoman Teresa Myers Ervin; Councilman Robby L. Hill; Councilman Ed Robinson; Councilwoman Octavia Williams-Blake; and Councilman Glynn F. Willis.

MEMBER ABSENT: Mayor Pro tem Buddy Brand

ALSO PRESENT: Mr. Drew Griffin, City Manager; Mrs. Dianne M. Rowan, Municipal Clerk; Mr. James W. Peterson, Jr., City Attorney; Mr. Phillip Lookadoo, Director of Planning, Research and Development; Mr. Scotty Davis, Director of General Services; Mr. Michael Hemingway, Director of Utilities; Mr. Chuck Pope, Director of Public Works; Chief Randy Osterman, Florence Fire Department; and Mr. Thomas W. Chandler, Director of Finance.

MEDIA PRESENT: Notices of this regular meeting of the Florence City Council were sent to the media informing them of the date, time and location of the meeting. Mr. John Sweeney of the Morning News was present for the meeting.

INVOCATION

Councilwoman Teresa Myers Ervin gave the invocation for the meeting, which was followed by the pledge of allegiance to the American Flag.

APPROVAL OF MINUTES

Councilman Willis made a motion to adopt the minutes of the Special Meeting of January 11, 2013 and the Regular Meeting of January 14, 2013. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

HONORS AND RECOGNITIONS

Retirement Recognitions

Mayor Wukela presented Leroy James a retirement plaque in recognition of his retirement from the City on December 14, 2012. Leroy was with the City for 37 years.

Billy R. Brown received a retirement plaque from Mayor Wukela in recognition of his 33 years of service with the City of Florence. Billy retired from the City on December 31, 2012.

Naomi Eaddy retired from the City on December 10, 2012 after 29 years of service. Mayor Wukela presented Naomi a retirement plaque recognizing her years of service with the City.

Diane Feaster retired from the City on November 30, 2012 after 25 years of service.

William G. Montgomery retired from the City on December 31, 2012 after 13 years of service.

Service Recognitions

Mayor Wukela presented service recognitions to the following employees:

Joe Batista – 35 years – Streets Division
Gregory Brown – 15 years – Engineering Division
Michael Orange – 15 years – Stormwater Division
Joseph Barwick – 10 years – Wastewater Division

Educational Recognition

Kirt Harris received an educational recognition for obtaining his “D” Water Operator Certificate.

APPEARANCE BEFORE COUNCIL

LESTER ELEMENTARY SCHOOL STUDENT COUNCIL – MS. SUSIE BROWN, ADVISOR

Ms. Brown was not present for the meeting.

**MR. PETER SILER AND MR. BRUCE SMITH – FLORENCE CHAMBER OF COMMERCE
BUILDING BRIDGES PROGRAM**

Mr. Peter Siler and Mr. Bruce Smith were not present for the meeting.

ORDINANCES IN POSITION

**BILL NO. 2013-01 – SECOND READING
AN ORDINANCE TO REZONE 609 WEST EVANS STREET, TAX MAP NUMBER 90073-10-
005, FROM B-1, LIMITED BUSINESS DISTRICT TO B-2, CONVENIENCE BUSINESS
DISTRICT.**

An Ordinance to rezone 609 West Evans Street, Tax Map Number 90073-10-005, from B-1, Limited Business District to B-2, Convenience Business District was adopted on second reading.

Councilman Willis made a motion to adopt Bill No. 2013-01 on second reading. Councilman Hill seconded the motion, which carried unanimously.

INTRODUCTION OF RESOLUTION

RESOLUTION NO. 2013-05

A RESOLUTION AUTHORIZING THE CITY MANAGER TO COMPLETE, AND THE MAYOR TO EXECUTE AND SUBMIT AN APPLICATION TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY FOR A LOW INTEREST LOAN FROM THE WATER POLLUTION CONTROL REVOLVING LOAN FUND IN AN AMOUNT OF APPROXIMATELY \$3,428,500 TO FINANCE THE MIDDLE SWAMP PUMP STATION AND FORCE MAIN, AND WILLIAMSON ROAD FORCE MAIN IMPROVEMENTS.

A Resolution authorizing the City Manager to complete, and the Mayor to execute and submit an application to the South Carolina Water Quality Revolving Fund Authority for a low interest loan from the Water Pollution Control Revolving Loan Fund in an amount of approximately \$3,428,500 to finance the Middle Swamp pump station and force main, and Williamson Road force main improvements was adopted by Council.

Mr. Thomas Chandler, Director of Finance reported to Council that a number of years ago working in cooperation with the Pee Dee Regional Water and Sewer Steering Committee and other regional entities, the City developed a wastewater improvement program to address the treatment needs of the City and the surrounding areas. This program included the upgrade and the rebuild of the city's wastewater management facility, expanding the capacity from 15 mgd to 22 mgd. Also, part of the recommendations of the improvement program was other conveyance and maintenance improvements to the system. Those include the funding the City is pursuing with this application to the State Revolving Fund, i.e., the Middle Swamp pump station and force main and the Williamson Road force main. Those improvements are just under \$3.5 million.

Councilman Willis made a motion to adopt Resolution No. 2013-05. Councilwoman Ervin seconded the motion, which carried unanimously.

REPORT TO COUNCIL

A REQUEST TO DECLARE SURPLUS PROPERTY, LAND TOTALING APPROXIMATELY 1.6 ACRES LOCATED ON NEW HOPE ROAD.

Mr. Drew Griffin, City Manager reported to Council that a letter has been received from South Lynches Fire Chief Sam Brockington requesting the City to declare this property surplus. The land currently has an undeveloped well located on the site that was acquired by the City at the time of purchase of the Florence County Utility System. This well is of limited, if any value to the City and would require significant capital investment by the City to tie this water supply into the City's distribution system. In the past, the city has had a discussion with the Town of Coward for the transfer of the well and land to their ownership and staff believes that action may follow this request.

Staff is recommending that City Council declare the property surplus and offer either a long term lease arrangement or some other conveyance of the use of the property to the South Lynches Fire Department for the purposes of construction of a new fire station. Staff will notify Chief Brockington of Council's action and will then bring something back to Council for their consideration. The City's procurement ordinance will be followed as relates to this property. The value of the property is less than \$10,000 which allows Council to direct the negotiation of the transfer of the property.

Councilwoman Williams-Blake made a motion to approve the request. Councilman Hill seconded the motion, which carried unanimously.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
FEBRUARY 11, 2013 -- PAGE 4**

EXECUTIVE SESSION

Mayor Wukela stated there was a contractual and legal matter to be discussed in Executive Session.

Councilman Willis made a motion to enter into Executive Session. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

Council entered into Executive Session at 1:15 p.m.

(Councilman Robinson left the meeting at 2:13 p.m.)

Mayor Wukela reconvened the regular meeting at 2:25 p.m.

Mayor Wukela stated that contractual and legal matters were discussed in Executive Session and no action was requested or taken.

ADJOURN

Councilwoman Williams-Blake made a motion to adjourn the meeting. Councilwoman Ervin seconded the motion, which carried unanimously.

The meeting was adjourned at 2:26 p.m.

Dated this 11th day of March, 2013.

Dianne M. Rowan, Municipal Clerk

Stephen J. Wukela, Mayor

**SPECIAL MEETING OF FLORENCE CITY COUNCIL
THURSDAY, FEBRUARY 21, 2013 - 3:30 P.M.
CITY COUNTY COMPLEX, COUNCIL CHAMBERS, ROOM 605
FLORENCE, SOUTH CAROLINA**

MEMBERS PRESENT: Mayor Wukela called the special meeting to order at 3:30 p.m. with the following members present: Councilman Robby L. Hill; Councilman Edward Robinson, Mayor Pro tem Buddy Brand; Councilwoman Octavia Williams-Blake and Councilman Glynn F. Willis. Councilwoman Teresa Myers Ervin arrived at 3:52 p.m.

ALSO PRESENT: Mr. Drew Griffin, City Manager; Mrs. Dianne M. Rowan, Municipal Clerk; and Mr. Jim Peterson, City Attorney.

MEDIA PRESENT: Notices of this special meeting were sent to the media. John Sweeney of the Morning News was present for the meeting.

INVOCATION

Councilman Willis gave the invocation which was followed by the Pledge of Allegiance to the American Flag.

ITEMS FOR DISCUSSION

Pee Dee Regional Transportation Authority

Mr. Chuck MacNeil, Executive Director of the Pee Dee Regional Transportation Authority (PDRTA) spoke to Council regarding the funding issues that are threatening the future of the PDRTA and public transportation throughout the Pee Dee and in the City of Florence and the impact on the local and regional economy if services are significantly reduced. The consequences of fewer people being able to access doctor's appointments, getting to work, attending educational centers and shopping destinations will have a bearing on the economy and future tax burdens.

For every local dollar that can be generated, PDRTA can access another dollar from the state and another two dollars from the U.D. Department of Transportation. The cost to operate a public transit system is not inexpensive but the cost to not operate one could be far greater for the future growth of the City.

The City of Florence, Francis Marion University and Florence County are the only other funding sources for the system. The funds received from the County are used for services outside of the City. PDRTA serves six counties: Marlboro, Dillon, Marion, Florence, Darlington and Chesterfield. Mr. MacNeil will be contacting all participating counties regarding PDRTA's funding issues and asking for their support.

Councilwoman Williams-Blake stated that the Medicaid cuts are happening nationwide and will impact many people. How will PDRTA address this concern long term.

Mr. MacNeil responded that PDRTA's Board of Directors and the agency have decided to end the Medicaid contracts because of the losses that have occurred. With the introduction of brokerage to the State of South Carolina approximately six years ago, there have been significant losses of work and revenue associated with that and there has been an erosion of the local match source. That in large part is the major fundamental reason why PDRTA is in the crisis it is in. PDRTA needs a dedicated revenue source to open the door to draw down the federal and state monies that are available. In past years, Medicaid was used as the local match to access those federal and state funds.

**SPECIAL MEETING OF FLORENCE CITY COUNCIL
FEBRUARY 21, 2013 – PAGE 2**

Councilman Robinson asked how much the PDRTA would be able to draw down from the federal grants that are available if there were matching funds.

Mr. MacNeil stated that approximately \$1.3 million from the State Department of Transportation and \$1 million from the Federal Transit Administration. This amount would be for the entire service region.

At this time, Mayor Wukela allowed all those in attendance that had signed up to speak to come forward and make comments. All that spoke were asking the City to help keep the buses running. Reasons given were to be able to make doctor's appointments, attend school, go shopping and have a way to and from work.

Mr. MacNeil stated that local match funds are needed to leverage state and federal funds. Federal funds come with the requirement of either a 50% match for operating expenses or an 80/20 match for capital expenses. The local subsidy is basically what is received from the City of Florence as well as Francis Marion University. These two entities make up PDRTA's entire local match subsidy for services in the City of Florence. Mr. MacNeil stated that if the City is able to fund the system, an additional \$97,664 would be needed to sustain the current level of service. On an annualized basis the total needed would be a little over \$182,000. Mr. MacNeil added that every county served by PDRTA would be contacted and asked to provide funding for the system. If they are not able to fund their routes, PDRTA will have to stop services to those communities. There are several checks and balances to ensure that funds coming from the City of Florence are used for the routes that are within the City of Florence.

In closing, Mayor Wukela stated that public transportation is critically important and what PDRTA does is critically important. With no objection from the other members of Council, Mayor Wukela requested staff to consider the information that has been presented by Mr. MacNeil and to work with Council to evaluate this issue and if there is something that Council can do certainly be in position to do that.

Mayor Pro tem Brand stated he would like to see any results that Mr. MacNeil may get from the County and the other municipalities in the County served by PDRTA.

(Councilwoman Williams-Blake left the meeting at 4:56 p.m.)

City Council Travel Expenses

Mayor Pro tem Brand stated that a request has been received from Councilman Ed Robinson to attend a conference. Mayor Pro tem Brand asked Councilman Robinson to tell where the trip will be held, what his participation will be and how much funding he is requesting.

Councilman Robinson responded that the trip, the National League of Cities Congressional Conference, will be held in Washington, DC. Councilman Robinson serves on a national committee and has attended this conference for many years. In order to serve on a national board it is necessary to attend the conferences to represent the City of Florence locally and regionally. Councilman Robinson stated he has exhausted his travel allowance for this fiscal year; however there is the need to attend this meeting in Washington, DC in March. This will be the last meeting during this fiscal year. Councilman Robinson requested Council to consider his request for funding to attend this meeting in March in Washington, DC.

Mayor Pro tem Brand made a motion to approve the request. Councilman Willis seconded the motion, which carried unanimously. (Councilwoman Williams-Blake was not present for the vote).

**SPECIAL MEETING OF FLORENCE CITY COUNCIL
FEBRUARY 21, 2013 – PAGE 3**

ADJOURN

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

The meeting was adjourned at 5:03 p.m.

Dated this 11th day of April, 2013.

Dianne M. Rowan, Municipal Clerk

Stephen J. Wukela, Mayor

FLORENCE CITY COUNCIL MEETING

DATE: March 11, 2013
AGENDA ITEM: Ordinance – First Reading
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

A Series Ordinance to authorize the borrowing of not exceeding \$10,626,372, plus capitalized interest, if any, from the South Carolina Water Quality Revolving Fund Authority ("the State Authority") for a 1.9% interest loan to finance, over a period of twenty (20) years, to fund a portion of the construction costs for the Florence Regional Wastewater Management Facility being constructed at the existing facility site (WWMF Contract 3).

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

- A. On October 8, 2012 City Council adopted Resolution No. 2012-26 authorizing the execution and submission of an application to the State Authority for a low interest loan from the Water Pollution Control Revolving Loan Fund to finance the costs of the WWMF Construction Contract # 3.
- B. Bids were opened on December 20, 2012 for the WWMF Contract # 3 construction. Five bids were received with the low bid being submitted by Garney Companies of Winter Garden, Florida in the amount of \$8,875,000.


III. POINTS TO CONSIDER

- A. Contract # 1 construction of the WWMF began in the fall of 2009 with a total project cost of approximately \$18,900,000. The project was funded by a State Authority Loan approved by City Council on June 15, 2009. Contract # 2 construction began in September 2010 with a total project cost of approximately \$68,000,000. The project was funded by water and sewer system revenue bonds approved by City Council on April 12, 2010. Contract 2 construction is scheduled for completion by the summer of 2013.
- B. With the completion of Contract # 2, the City's WWMF capacity will be expanded from 15 to 18 million gallons per day allowing the City to meet its current wastewater treatment needs.
- C. Contract # 3 construction will expand the permit capacity of the WWMF from 18 mgd to 22 mgd through the design and construction of additional liquid train treatment, providing additional marketable sewer service by Spring 2014.
- D. The State Water Pollution Control Revolving Loan Fund, by agreement with the State Authority will provide a source of low interest financing for the City at an interest rate of 1.9% for 20 years.
- E. The adoption of this ordinance is required prior to the closing of the State Revolving Fund Loan for the financing of the WWMF Contract # 3.

IV. STAFF RECOMMENDATION

Approval and adoption of the proposed ordinance.


Thomas W. Chandler
Finance Director


Andrew H. Griffin
City Manager

A SERIES ORDINANCE

MAKING PROVISION FOR THE TERMS AND CONDITIONS OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BORROWING OF THE CITY OF FLORENCE, SOUTH CAROLINA, AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF FLORENCE ADOPTED OCTOBER 24, 1989, AS AMENDED; APPROVING THE FINANCING OF SYSTEM IMPROVEMENTS IN THE CITY OF FLORENCE, SOUTH CAROLINA, THROUGH THE BORROWING OF NOT EXCEEDING \$10,626,372 PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF FLORENCE AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF FLORENCE TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

SECTION 1.1. Findings of Fact. As an incident to the adoption of this Series Ordinance, the City Council ("City Council") of the City of Florence, South Carolina (the "City") has made the following findings:

(a) The City of Florence is a municipality created pursuant to the laws of the State of South Carolina and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to undertake a wastewater treatment and disposal project as defined and approved pursuant to the Federal Clean Water Act, 33 U.S.C.A. subsection 1381 et seq.; (ii) to make application for and to receive assistance; (iii) to comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund created by the Act; (iv) to apply for and receive state grants; (v) to enter into loan agreements; and (vi) to comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapter 17, Code of Laws of South Carolina, 1976, as amended, permits the incurring of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of revenues derived from the operation of the Combined Waterworks and Sewerage System (the "System") of the City.

(c) By ordinance entitled AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS OF THE CITY OF FLORENCE, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO, adopted on October 24, 1989, as amended (the "Bond Ordinance"), City Council made provision for the issuance from time to time of Combined Waterworks and Sewerage System Revenue Bonds of the City payable from revenues derived from the operation of the System.

(d) The revenues derived from the System are now hypothecated and pledged to the payment of the following:

(1) the outstanding installments of an original issue of \$2,779,488 South Carolina Drinking Water Revolving Loan Fund Loan dated May 10, 1999 (the "Bonds of 1999").

(2) the outstanding installments of an original issue of \$6,000,000 State Drinking Water Fund Loan dated May 10, 2000 (the "Drinking Water Fund Loan of 2000").

(3) the outstanding installments of an original issue of \$4,000,000 South Carolina Infrastructure Revolving Loan Fund Loan dated May 10, 2000 (the "Infrastructure Revolving Fund Loan of 2000").

(4) the outstanding installments of an original issue of \$2,517,834 State Drinking Water Fund Loan dated January 30, 2003 (the "Drinking Water Fund Loan of 2003").

(5) the outstanding installments of an original issue of not exceeding \$18,868,479 plus accrued interest, if any, South Carolina Water Quality Revolving Fund Loan dated June 25, 2009 (the "Bond of 2009").

(6) the outstanding installments of an original issue of \$31,005,000 Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2010A, dated May 4, 2010 (the "Bond of 2010A").

(7) the outstanding installments of an original issue of \$67,995,000 Combined Waterworks and Sewerage System Capital Improvement Revenue Bonds, Series 2010B (Build America Bonds – Taxable Series), dated May 4, 2010 (the "Bond of 2010B").

(8) the outstanding installments of an original issue of \$4,926,000 Combined Waterworks and Sewerage System Refunding Revenue Bond, Series 2011, dated December 14, 2011 (the "Bond of 2011").

The above-described borrowings in this paragraph (d) are hereinafter referred to as the "Parity Bonds."

(e) The City has determined to defray the cost of the capital improvements described in attached Exhibit A (the "Project") through the borrowing authorized herein. The Project will be part of the System.

(f) On October 8, 2012, City Council adopted a Resolution authorizing application to the South Carolina Water Quality Revolving Fund Authority (the "State Authority") for a loan from the State Water Pollution Control Revolving Fund created by the Act (the "Loan"), to provide for the financing of the Project.

(g) On February 1, 2013, the State Authority upon review of the City's loan application conditionally approved the Loan.

(h) The Bond Ordinance provides that a Series Ordinance shall be adopted with respect to each Series of Bonds which Series Ordinance shall express the approval of City Council to the issuance of a Series of Bonds and City Council's agreement to abide by the terms, provisions and agreements set forth in the Bond Ordinance and shall specify and determine:

- (1) As prescribed by Section 6-17-60 of the Enabling Act, the then period of usefulness of the System;
- (2) The Date or Dates of Issue of such Series of Bonds;
- (3) The precise principal amount of the Series of Bonds;
- (4) The specific purposes for which the proceeds of such Series will be used;
- (5) The title and designation of the Bonds of such Series and manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;
- (6) The date or dates of maturity and the amounts thereof;
- (7) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series;
- (8) The time for the payment of interest on the Bonds in such Series and the Record Date;
- (9) The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments;
- (10) The Registrar for such Bonds if other than the Trustee;
- (11) The portion of such Series that are serial Bonds and that are Term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Ordinance to be paid for the retirement of any such Bonds;
- (12) The portion of such Series that are Capital Appreciation Bonds, if any, including the time for payment of such Capital Appreciation Bonds in order to address the information requested in paragraphs (7) and (8) above.
- (13) Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;
- (14) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;
- (15) The form or forms for the Bonds of each Series;
- (16) That the then applicable Reserve Requirement has been or will be met;
- (17) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and
- (18) Any other provisions deemed advisable by the City not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.
 - (i) The funds are to be loaned and secured pursuant to a loan agreement (the "Loan Agreement") between the City and the State Authority, and a promissory note executed and delivered by the City registered in the name of the State Authority (the "Note" or the "Bond"). Pursuant to the Loan

Agreement, the City will agree to use the Loan proceeds only to pay the actual eligible costs of the Project, and the City will agree to pay to the State Authority such amounts as shall be required to provide for the payment of all amounts due with respect to the repayment of the Loan. To secure its obligations the City will grant to the State Authority a pledge of, and lien upon, all revenues derived from the operation of the System and all funds and accounts of the City derived from such revenues, which pledge is on a parity with the Parity Bonds and any additional bonds issued on a parity therewith.

Upon any failure of the City to make any payments to the State Authority pursuant to the Loan Agreement or the Note, the State Authority shall require the State Treasurer to pay to the State Authority, subject to the provisions of the Act, such amount from State appropriations to which the City may be or may become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

(j) City Council is adopting this Ordinance in order to:

(a) authorize the execution and delivery on behalf of the City of the Loan Agreement and the Note;

(b) evidence the approval of the Project and the Loan by the City; and

(c) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this Ordinance.

(k) The Bond Ordinance permits the issuance of further bonds on a parity with the Parity Bonds, on the following conditions. Capitalized terms used herein shall have the meanings ascribed thereto in the Bond Ordinance.

(1) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Prior Lien Bonds, Bonds or Junior Lien Bonds then Outstanding;

(2) Unless on the date of delivery of such Series of Bonds there shall be on deposit an amount equal to the Reserve Requirement for all Bonds to be Outstanding immediately following the issuance of such Series of Bonds, there shall be deposited in the Debt Service Reserve Fund such amount as is necessary to make the value of the moneys and securities in the Debt Service Reserve Fund equal to the Reserve Requirement; and

(3) Except in the case of Bonds issued for the purpose of refunding any Bonds, Net Earnings during the Fiscal Year immediately preceding the Fiscal Year in which such Series of Additional Bonds are to be issued, adjusted to reflect any rate increases currently adopted and to be in effect prior to or coincident with the issuance of such Additional Bonds, and determined pro forma as though such rate increases had been in continuous effect during such preceding fiscal year, and further adjusted to reflect estimated Net Earnings, as certified to the Trustee by a Consulting Engineer to be appointed by the City under the Series Ordinance, to be received from any new or existing water system or sewer system or customers to be acquired from the proceeds of such Additional Bonds, and further adjusted to reflect 80% of estimated Net Earnings, as certified to the Trustee by a Consulting Engineer to be appointed by the City under the Series Ordinance, to be received from construction of any new facilities or customers to be acquired as a result of construction of such new facilities, shall be not less than 125% of the highest Annual

Principal and Interest Requirement for all Prior Lien Bonds and all Bonds then outstanding and then proposed to be issued and not less than 100% of debt service requirements coming due on all outstanding Junior Lien Bonds during the fiscal year in which such Additional Bonds are to be issued. Such calculation shall be made by an independent firm of Consulting Engineers having skill and experience in utility financing and rate design, and the design and operation of water and sewer facilities, upon the basis of a report of the accountants of the City showing actual Net Earnings for the fiscal year preceding the fiscal year in which such series of Additional Bonds are to be issued. In addition, in determining Net Earnings for purposes of this subparagraph, the customer base of the System at the end of such preceding fiscal year may be assumed to be the customer base for the entire fiscal year.

It is specifically found that the Note, whose issuance is herewith provided for, is issued for purposes permitted by and in full compliance with all of the provisions set forth in the Bond Ordinance and that the Note will be on a parity with said Parity Bonds. It is further found that the commitment from the State Authority to purchase the Note is for an amount not to exceed \$10,626,372 plus capitalized interest, if any. The final amount of the borrowing as well as the dates on which principal and interest payments will be made and the amount of such payments are subject to revision as construction proceeds. The final terms and conditions of the borrowing will be set forth in the Loan Agreement attached hereto as Exhibit B which terms and conditions are incorporated herein.

NOW THEREFORE BE IT ORDAINED BY COUNCIL IN MEETING DULY ASSEMBLED:

- (1) The useful life of the System is found to be 40 years.
- (2) The Date of Issue of the Note is to be no later than June 30, 2013, and the actual date of issue of the Note will be as set forth in a certificate to be delivered by the Mayor and contained in the final Note.
- (3) The Note shall be in the original principal amount of not exceeding \$10,626,372 plus capitalized interest, if any, and the actual principal amount of the Note will be as set forth in the Agreement.
- (4) The proceeds of the Note shall be used to defray the cost of the Project described in attached Exhibit A;
- (5) The Note shall be designated City of Florence, South Carolina, Combined Waterworks and Sewerage System Revenue Bond, Series 2013A, and shall be issued in the denomination of the final principal amount borrowed and shall be numbered 1.
- (6) The date of maturity and amounts thereof shall be as set forth in the Loan Agreement. Inasmuch as the final principal amount may be reduced to reflect lower than anticipated construction costs, any changes to the principal amount to provide for a reduction in the amount borrowed shall be permitted and shall be evidenced by the City's execution of the Loan Agreement, as it may be amended from time to time.
- (7) Interest on the Note shall be as set forth in the Loan Agreement.
- (8) The Note is subject to prepayment in whole or in part together with any accrued interest thereon at any time without penalty or premium; all such prepayments shall be applied against principal installments due on the Note in inverse order of maturity.

- (9) The Registrar for the Bond shall be the Trustee under the Bond Ordinance.
- (10) The Bond shall be sold to the State Authority pursuant to the State Authority's final approval of the Loan.
- (11) The Note shall be substantially in the form attached to the Loan Agreement.
- (12) Provision for the Reserve Requirement shall be made by the deposit in the Debt Service Reserve Fund established as permitted by the Bond Ordinance of an amount necessary to satisfy the Reserve Requirement as set forth in the Loan Agreement.
- (13) The proceeds of the Note shall be applied to defray the cost of the Project.
- (14) The proceeds of the Note shall be disbursed in accordance with the requirements of the Loan Agreement.

ARTICLE II

THE LOAN

SECTION 2.1. Authorization of Loan. Council hereby authorizes the City's acceptance of the Loan from the State Authority of not exceeding \$10,626,372 plus capitalized interest, if any, pursuant to and in accordance with, the provisions of the Loan Agreement.

SECTION 2.2. Repayment of Loan by the City. Council hereby authorizes the repayment of the Loan by the City to the State Authority from revenues of the System or, if said revenues are not sufficient, from state appropriations as the City may become entitled pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

ARTICLE III

LOAN AGREEMENT AND NOTE

SECTION 3.1. Authorization of Loan Agreement and the Note. The Loan Agreement and the Note in substantially the forms attached hereto as Exhibit "B" with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Loan Agreement and the Note, on behalf of the City are hereby authorized and directed. The Loan Agreement and the Note shall be executed on behalf of the City by the Mayor and attested by the Clerk of Council (the "Clerk").

ARTICLE IV

MISCELLANEOUS

SECTION 4.1. Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Mayor and Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the shall deem necessary or desirable.

SECTION 4.2. Ordinance a Contract. This Ordinance shall be a contract between the City and the State Authority, and shall be enforceable as such against the City.

SECTION 4.3. Continuing Disclosure. The City covenants to file with the State Authority:

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

SECTION 4.4. Effective Date. This Ordinance shall become effective upon receiving approval on second reading by Council.

DONE, RATIFIED AND ADOPTED THIS 8th day of April, 2013.

(SEAL)

Mayor, City of Florence, South Carolina

Attest:

Clerk, City of Florence, South
Carolina

First Reading: March 11, 2013

Second Reading: April 8, 2013

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by Council. The Ordinance was read at two public meetings of Council on March 11 and April 8, 2013. An interval of at least six days occurred between each reading. At each meeting, a quorum of Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of April, 2013.

Clerk

EXHIBIT A

Description of the Project

Upgrade and expand Wastewater Treatment Plant from 18 MGD to 22 MGD including new secondary clarifier #5, new return activated sludge and waste activated sludge pumps, new equalization basin, new equalization pumps, associated yard piping, electrical work and site work.

EXHIBIT B

Form of Loan Agreement and Note

FLORENCE CITY COUNCIL MEETING

VII. a.
Resolution
No. 2013-06

DATE: March 11, 2013

AGENDA ITEM: Resolution

DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

A resolution authorizing the City of Florence to enter into and execute a contract to finance the purchase of a knuckleboom/grapple truck and two sanitation trucks over a six year period.

II. PREVIOUS ACTION TAKEN/CURRENT STATUS

A. On March 12, 2012 City Council adopted an ordinance amending Section 9-80 (c) of the City of Florence, SC Code of Ordinances to provide that the City's seventy-five cent (\$0.75) monthly garbage collection fee may be used not only for the repair and replacement of rollcarts and recycling bins, but also for repair and replacement of other capital equipment for residential garbage and waste collection (i.e., sanitation trucks, knuckleboom trucks, etc.).

B. Funding for the replacement of three garbage and waste collection trucks from this garbage collection fee is included in the City's fiscal year 2012-13 budget in the form of an annual lease-purchase financing payment.

C. On October 11, 2012, the City received bids for the purchase of three replacement trucks in the Sanitation division for a grapple/boom truck and two residential sanitation trucks. The lowest responsible and responsive bids were awarded to Florence Truck Center for three Mack trucks in the total amount of \$593,802.

III. POINTS TO CONSIDER

A. Mack Financial Services in partnership with the Kansas State Bank will provide six-year lease-purchase financing to the City. The current interest rate offered for six-year financing is 3.046%


B. After discussing potential rates with lenders and reviewing other recent transactions, the City's financial advisor recommends that the City accept the Mack proposal for equipment financing. This recommendation is based on the small size of the financing versus the issuance expense associated with obtaining alternative proposals.

IV. STAFF RECOMMENDATION

Approval and adoption of the proposed resolution to authorize the City to enter into and execute a contract to provide six-year lease-purchase financing for the purchase of a knuckleboom/grapple truck and two sanitation trucks.

V. ATTACHMENTS

Proposed resolution and sample Government Obligation Contract with related documents.



Thomas W. Chandler
Finance Director



Andrew H. Griffin
City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A GOVERNMENT OBLIGATION CONTRACT AND ALL RELATED DOCUMENTS NECESSARY OR APPROPRIATE FOR THE CONSUMMATION OF SUCH CONTRACT TO PROVIDE FOR THE ACQUISITION OF A KNUCKLEBOOM/GRAPPLE LOADER TRUCK AND TWO REAR LOADING SANITATION TRUCKS

WHEREAS, the City of Florence, South Carolina, (the "City"), proposes to finance the acquisition of one 2014 model Mack GU713 cab and chassis truck with a Builtrite Northshore 1010 body and two 2014 model Mack LEU613 cab and chassis trucks with Loadmaster S Series body (the "Equipment") in the combined principal amount of \$593,802.05; and

WHEREAS, Title 7, Chapter 5 of the Code of Laws of South Carolina 1976, as amended, grants to municipalities the power to lease personal property; and

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

WHEREAS, the City Council of the City of Florence, the governing body of the City, hereby determines that it is in the City's best interest to enter into a financing contract with Kansas State Bank (the "Bank") pursuant to the terms and conditions described in a Government Obligation Contract (the "Contract") and related documents between the Bank and the City.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Florence, South Carolina that:

1. the Contract, as substantially set forth in the sample form attached hereto, is in the best interest of the City for the acquisition of the Equipment, and
2. the governing body hereby authorizes the entry into such Contract and designates and authorizes the City Manager to execute and deliver the Contract on the City's behalf with such changes thereto as deemed appropriate, and any related documents, including any Escrow Contract, necessary for the consummation of the transaction contemplated by the Contract.

ADOPTED THIS _____ DAY OF _____, 2013.

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela
Mayor

Attest:

Dianne M. Rowan
Municipal Clerk

GOVERNMENT OBLIGATION CONTRACT

Obligor

«LesseeName»
 «LesseeAddress»
 «LesseeCityStateZip»

Obligee

«Lessor_Name»
 «Lessor_Address»
 «Lessor_CityStateZip»

Dated as of «LeaseDate»

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit "A" to Obligor and Obligor desires to finance the purchase of the Equipment from Obligee subject to the terms and conditions of this Contract which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by the Obligee all of which relate to a lease of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all Exhibits, and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit "B".

"Contract Term" means the Original Term and all Renewal Terms.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations of on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment from Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01. Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b).
- (b) Obligor is authorized under the Constitution and laws of the State to enter into this Contract, and has used such authority to properly execute and deliver this Contract. Obligor has followed all proper procedures of its governing body in executing this Contract. The Officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Should the Obligor cease to be an issuer of tax exempt obligations or if the obligation of Obligor created under this Contract ceases to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (g) Obligor has never non-appropriated funds under a Contract similar to this Contract.
- (h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (j) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Contract. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Contract. This Contract shall take effect only upon execution and delivery of the Escrow Contract by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow agent for credit to the Equipment Acquisition Fund the sum of \$N/A, which shall be held, invested and disbursed in accordance with the Escrow Contract.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01. Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Acceptance Certificate by an employee, official or agent of the Obligor having managerial, supervisory or procurement authority with respect to the Equipment shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02. Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. The Contract Payments will be payable without notice or demand. Furthermore, Obligor agrees to pay any additional fees/costs incurred by Obligee relating to Obligor's requirement that a certain payment mechanism be utilized.

Section 3.03. Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05. Contract Term. The Contract Term of the Contract shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any

Renewal Term. Obligor has not non-appropriated as provided in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor shall have the option to non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor chooses this option, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01. Insurance. Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02. Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04. Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor) which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In either of such events, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02. Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". Furthermore, Obligor agrees that any and all Equipment listed on any other Exhibit A, whether prior to or subsequent hereto, secures all obligations, debts and liabilities of every kind and character, plus interest thereon, whether now existing or hereafter arising. Obligor agrees that any Equipment listed on Exhibit "A" will remain personal property and will not become a fixture even if attached to real property. The security interest established by this section includes not only additions, attachments, repairs and replacements, to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder.

VII. Assignment

Section 7.01. Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a Registered Owner for Participation Certificates) by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Obligor shall keep the Equipment in good repair and working order. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor shall not during the term of this Contract create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Contract. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. The Equipment is and shall at all times be and remain personal property. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Obligor admits in writing its inability to pay its obligations. Obligor defaults on one or more of its other obligations. Obligor applies or consents to the appointment of a receiver or a custodian to manage its affairs. Obligor makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Obligor fails to deliver the Equipment, Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for cost incurred. Notwithstanding that Obligor has taken possession of the Equipment, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents.
- (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04. Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment to the Obligor in the event of a default or a non-appropriation by delivering the Equipment to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment.
- (c) Condition: When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and, upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written Contract duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to charge Obligor a fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification.

Section 10.05. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07. Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08. Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Contracts, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract or the Equipment financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Obligor and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

«LESSEENAME»

«LESSOR_NAME»

Signature

Signature

Typed Name and Title

Typed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of «LeaseDate», between «Lessor_Name» (Obligee) and «LesseeName» (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

«EquipmentDescription»

SAMPLE

Location of Equipment: _____

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of «LeaseDate», between «Lessor_Name» (Obligee) and «LesseeName» (Obligor)

Date of First Payment:	«DateOfFirstPayment»
Original Balance:	\$«LoanAmount»
Total Number of Payments:	«TotalNumberOfPayments»
Number of Payments Per Year:	«NumberOfPaymentsPerYear»

«LesseeName»

Signature _____

Typed Name and Title _____

**Assumes all Contract Payments due to date are paid*



EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of «LeaseDate», between «Lessor_Name» (Obligee) and «LesseeName» (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

- 1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

«SourceOfFunds»

If the above Source of Funds is solely a grant type fund then the Obligor, by signing below, hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

SAMPLE

«LesseeName»

Signature

Typed Name and Title

EXHIBIT D

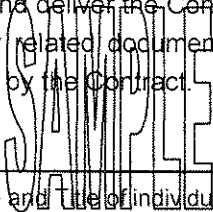
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of «LeaseDate», between «Lessor_Name» (Obligee) and «LesseeName» (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- 1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of «LeaseDate», between «LesseeName» (Obligor) and «Lessor_Name» (Obligee).
- 2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Contract, necessary to the consummation of the transaction contemplated by the Contract.



Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Contract)

- 3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Typed Name & Title _____
(Typed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Typed Name & Title: _____
(Typed name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of «LeaseDate», between «Lessor_Name» (Obligee) and «LesseeName» (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

SAMPLE

«LesseeName»

Signature

Typed Name and Title

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

(Date, must be on or after the meeting date listed on Exhibit D, Obligor Resolution)

«Lessor_Name»

«Lessor_Address»

«Lessor_CityStateZip»

Re: Government Obligation Contract dated as of «LeaseDate», between «Lessor_Name» (Obligee) and «LesseeName» (Obligor)

Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with this Contract. Based on the foregoing, I am of the following opinions:

1. Obligor is a political subdivision of the State of «LesseeState», or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
2. Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract. The Contract and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Obligor, and the Contract is a legal, valid and binding obligation of Obligor enforceable in accordance with its terms.
3. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor or any of the Obligor's officers or employees to enter into the Contracts.
5. The above opinion is for the sole benefit of the Obligee listed above and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

Signature of Legal Counsel

FLORENCE CITY COUNCIL MEETING

DATE: March 11, 2013

AGENDA ITEM: Introduction of Resolution

DIVISION/DEPARTMENT: City Council

I. ISSUE UNDER CONSIDERATION

A Resolution requesting City Council to designate March, 2013 as American Red Cross Month.

II. PREVIOUS ACTION:

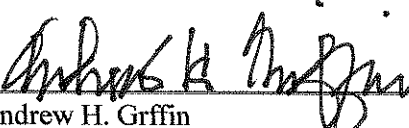
1. No previous action has been taken. This is the original request.

III. POINTS TO CONSIDER:

1. The American Red Cross fulfills a vital role in our community.
2. In 1943, President Franklin D. Roosevelt became the first president to proclaim March as American Red Cross Month. President Roosevelt's call to Americans to rededicate themselves to the aims and activities of the Red Cross started a tradition of designating March as Red Cross Month. This is a time to recognize and support the valuable work of the American Red Cross.
3. Our community depends on the American Red Cross to be there when disaster strikes, when a neighbor's house burns down, when someone needs life saving blood, needs the comfort of a helping hand, it connects military families with their loved ones, and provides training in CPR, aquatics safety and first aid.

ATTACHMENTS:

Resolution No. 2013-07



Andrew H. Griffin
City Manager

(State of South Carolina)
()
(City of Florence)

RESOLUTION NO. 2013 – 07

A RESOLUTION TO DESIGNATE MARCH 2013 AS AMERICAN RED CROSS MONTH

- WHEREAS,** The American Red Cross fulfills a vital role in our community by preventing and alleviating suffering in the face of disaster and is a true reflection of the humanitarian and volunteer spirit of the American people; and
- WHEREAS,** during the month of March, the American Red Cross asks all Americans to join its movement and help carry out its lifesaving mission, with a gift of time, money or blood. The Red Cross supplies almost half of the nation’s blood; teaches skills that save lives; provides international humanitarian aid; supports military members and their families; and feeds, shelters and gives emotional support to victims of disasters; and
- WHEREAS,** for almost 100 years, Presidents have called on the American people to support the Red Cross and its humanitarian mission. In World War I, President Woodrow Wilson ordered the Red Cross to raise funds to support emergency aid to the military. At that time, the Red Cross set a goal of \$125 million and in less than six weeks donations totaled nearly \$146 million – a tribute to the overwhelming generosity of the American public; and
- WHEREAS,** in 1943, during World War II, President Franklin D. Roosevelt became the first president to proclaim March as Red Cross Month and called on Americans to “rededicate themselves to the splendid aims and activities of the Red Cross”. President Roosevelt’s call to action nearly 70 years ago started a tradition of designating March as Red Cross Month, a time to recognize and support the valuable work of the American Red Cross; and
- WHEREAS,** every day, through its 393 employees and 4,940 volunteers here in South Carolina, the Red Cross is there to save the day when disaster strikes or when a neighbor’s house burns down. It is there when someone needs life saving blood, or the comfort of a helping hand. It connects military families with their loved ones in service and provides training in CPR, aquatics safety, and first aid. It spreads humanitarian aid and goodwill to people around the world; and
- WHEREAS,** our community depends on the Red Cross and because it is not a government agency, the Red Cross depends on support from the public to continue its humanitarian work. This is especially important in these challenging economic times for the Red Cross and all Americans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

The month of March, 2013 is hereby recognized as

American Red Cross Month

in the City of Florence, South Carolina.

RESOLVED THIS 11TH DAY OF March, 2013.

APPROVED AS TO FORM:

JAMES W. PETERSON, JR.
CITY ATTORNEY

STEPHEN J. WUKELA
MAYOR

ATTEST:

DIANNE M. ROWAN
MUNICIPAL CLERK

VIII. a
Report to Council
Surplus Property

FLORENCE CITY COUNCIL MEETING

DATE: March 11, 2012

AGENDA ITEM: Report to Council

DEPARTMENT/DIVISION: Department of Planning, Research, and Development/City Manager

ISSUE UNDER CONSIDERATION: To declare as surplus property, land totaling approximately 23.4 acres located on Stockade Drive (TMN 00178-01-001). The Drs. Bruce and Lee Foundation requested conveyance of this property to the Friends of the Florence Stockade as a condition of the grant for the new Animal Shelter.

CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. A 14.9 acre parcel was split from tax parcel 00149-01-012 and combined with tax parcel 00178-01-001. The combined property is designated as map 00178 block 01 parcel 001.
2. The land currently has the vacated facilities associated with the old City of Florence Animal Shelter.

POINTS TO CONSIDER:

1. The total area of the property is approximately 23.4 acres.
2. Receipt of the grant from Drs. Bruce and Lee Foundation for the new animal shelter was conditioned upon conveyance of this property to the Drs Bruce and Lee Foundation.
3. Conveyance of this property, ultimately to Friends of the Florence Stockade, was discussed years earlier in conjunction with the Stockade master plan, which completes assembly of property containing the entire footprint of the Stockade.

STAFF RECOMMENDATION: Staff recommends that City Council declare the property surplus.

PERSONAL NOTES:

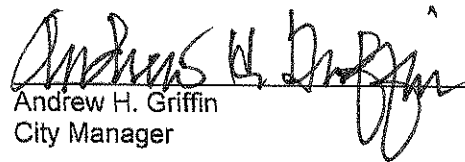
ATTACHMENTS:

1. Proposed ordinance.
2. Exhibit A



Phillip M. Lookadoo, AICP
Director

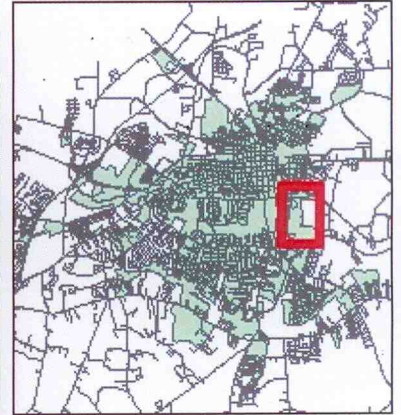
Department of Planning, Research, and Development



Andrew H. Griffin
City Manager

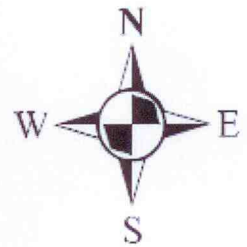
Exhibit A

Location Map TMN: 00178-01-001



Legend

- RoadSegment
- Parcels



DISCLAIMER:
The City of Florence Urban Planning and Development Department data represented on this map is the product of compilation, reproduced 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 user's risk.

Exhibit "A"
Tract One - Legal Description

DEED

FILED

Dec 8 2 49 PM '93

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

KNOW ALL MEN BY THESE PRESENTS, that ^{BERNICE B. PARKER} Willis Construction Company, a corporation organized and existing under the laws of South Carolina, County of Florence, in the State aforesaid, for and in consideration of the sum of FIVE AND NO/100 (\$5.00) Dollars, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released unto The City of Florence, a municipality, its successors and assigns, all of my rights, title and interest in and to the following described property.

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in Florence County, South Carolina containing 9.69 acres, more or less and shown more fully on a plat prepared by Jones/Godfrey and Associates Land Surveyors dated June 10, 1993, and recorded in Platbook 51, page 261 in the office of the Clerk of Court of Florence County and bounded as follows:

On the north by property of the United States of America, on the east by property of Marsh Associates, Inc. and Annie Mae Jackson, on the south by property of the City of Florence and on the west by property of the United States of America and Department of Mental Retardation.

This being a portion of the property conveyed to grantor by deed of H.E. Willis, dated February 26, 1965, and recorded March 18, 1965 in Deed Book A-19 at page 329, in the office of the Clerk of Court for Florence County, South Carolina.

This property is designated as tax parcel 178-01-001.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s) heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

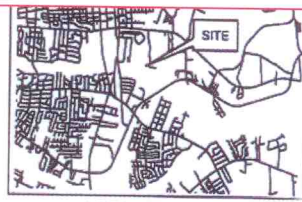
249 RECORDED
P.M. 12-8-93
BOOK 0405 PAGE 273
BERNICE B. PARKER
C.C.C.P. FLORENCE COUNTY

000273
THIS PROPERTY DESIGNATED AS
MAP 00178 BLOCK 01 PARCEL 001
ON FLORENCE COUNTY TAX MAPS
SPLIT FROM _____
FLORENCE COUNTY TAX SECTION _____

Exhibit A
Tract Two

2013 MAR -1 AM 9:11
COURT CLERK
C.C.P. & G.S.
FLORENCE COUNTY, SC

THIS PROPERTY DESCRIBED AS
MAP 178 PLAT BOOK 01 PARCEL 001
ON FLORENCE COUNTY TAX MAPS
SPLIT FROM 149-01-012
FLORENCE COUNTY TAX ASSESSOR
OWNERSHIP CHANGES
SUBJECT TO RECORDING

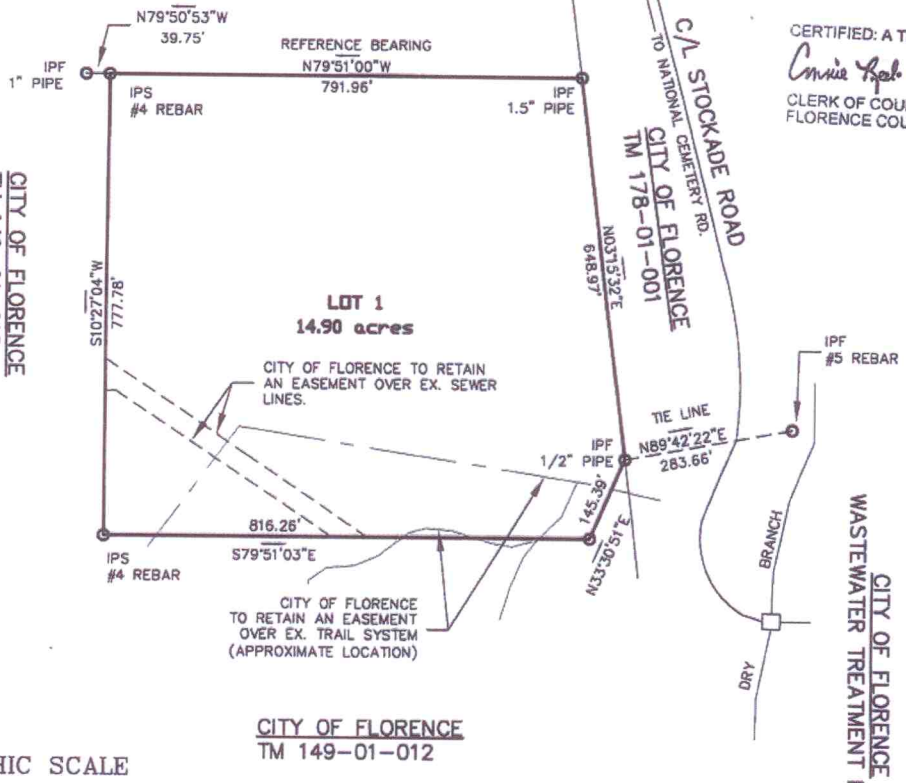


VICINITY MAP
N.T.S.

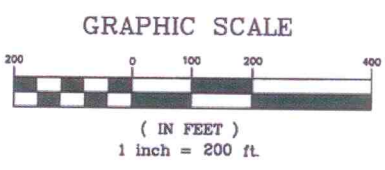
CERTIFIED: A TRUE COPY
Cornie Lee Stearn
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

**SOUTH CAROLINA DEPARTMENT OF
DISABILITIES AND SPECIAL NEEDS**
TM 149-01-008

CITY OF FLORENCE
TM 149-01-012



CITY OF FLORENCE PLANNING DEPARTMENT
Hereby certifies that this plat is approved on
the 1 day of March, 2013
CITY PLANNER



CITY OF FLORENCE
TM 149-01-012

REFERENCE MADE TO PLAT FOR S.C. DEPARTMENT OF YOUTH SERVICES
BY ERVIN ENGINEERING CO., DATED MAY 1, 1973, AND RECORDED IN
PLAT BOOK 69, PAGE 191

STATE: SOUTH CAROLINA
COUNTY: FLORENCE

DATE: JULY 6, 2012

1001362

BOUNDARY SURVEY

OF A PARCEL OF LAND BEING CARVED FROM TAX PARCEL 149-01-012 . REFERENCE BEING MADE
TO DEED BOOK A321, PAGE 2186 AND IS A PORTION OF THE 56.553 ACRE TRACT AND A PORTION
OF THE 18.52 ACRE TRACT AS DESCRIBED IN SAID DEED.

PREPARED FOR:
THE CITY OF FLORENCE

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF
THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE
OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS
OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B"
SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO
ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

Gregory A. Brown
GREGORY A. BROWN, P.L.S., #18628
968 E. BILLY FARROW HWY
DARLINGTON, SC 29532

TRACT TWO
LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in Florence County, South Carolina containing 14.90 acres, more or less and shown more fully on a plat prepared by the City of Florence dated July 6, 2012, and recorded in Plat Book 100, page 362 in the office of the Clerk of Court of Florence County and bounded as follows:

On the north by property of South Carolina Department of Disabilities and Special Needs, of the east, south, and west by property of the City of Florence.

This being a portion of the property described in Deed Book A321, page 2186.