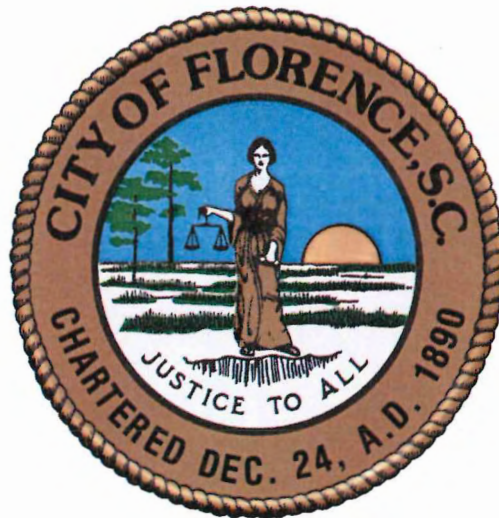


REGULAR MEETING  
OF  
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS  
324 W. EVANS STREET  
FLORENCE, SOUTH CAROLINA

MONDAY  
SEPTEMBER 9, 2013  
9:00 A.M.

**REGULAR MEETING OF FLORENCE CITY COUNCIL**

**MONDAY, SEPTEMBER 9, 2013 - 9:00 A.M.**

**CITY-COUNTY COMPLEX, ROOM 604**

**FLORENCE, SOUTH CAROLINA**

**AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION**

*Pledge of Allegiance*

**III. APPROVAL OF MINUTES**

*August 5, 2013 – Special Meeting  
August 12, 2013 – Regular Meeting*

**IV. HONORS AND RECOGNITIONS**

**Service Recognitions**

*Tommy Rotan – 40 years – Stormwater  
Edward Johnson – 30 years – Collection Ops  
Jimmy Brown – 20 years – Sanitation*

**V. APPEARANCES BEFORE COUNCIL**

- a. Mr. Walter Fleming** – Request for \$50,000 in funding to be used for rent, utilities and tutoring at the Weed and Seed Safe Haven.

**VI. ORDINANCES IN POSITION**

- a. Bill No. 2013-19 – Second Reading**  
*A Series Ordinance to authorize the borrowing of not exceeding \$3,890,000, plus capitalized interest, if any, from the South Carolina Water Quality Revolving fund Authority for a 1.9% interest loan to finance, over a period of twenty (20) years, the construction, engineering and contingency related to the Middle Swamp pump station and force main, and Williamson Road force main improvements.*

## **VII. INTRODUCTION OF ORDINANCE**

- a. Bill No. 2013 – 20 – First Reading**  
*An Ordinance to regulate businesses by enacting a new chapter in the City of Florence Code of Ordinances to establish provision and requirements for the screening of criminal records by employers within the City of Florence.*
- b. Bill No. 2013–21 - First Reading**  
*An Ordinance constituting a Series Ordinance under Bond Ordinance adopted October 24, 1989, as amended, of the City of Florence, providing for the issuance and sale of a Waterworks and Sewerage System Junior Lien Revenue Bond of the City of Florence in an aggregate amount not to exceed \$6,100,000 in order to refund all Waterworks and Sewer System Revenue Bonds of the Town of Timmons ville held by the United States Department of Agriculture, Rural Development and thereby acquire the Waterworks and Sewer System of the Town of Timmons ville, and other matters relating thereto.*
- c. Bill No. 2013 – 22 – First Reading**  
*An Ordinance to rezone Tax Map Number 90029-02-021, from PD, Planned Development District to R-3, Single-Family Residential District.*

## **VIII. INTRODUCTION OF RESOLUTIONS**

- a. Resolution No. 2013-20**  
*A Resolution authorizing the local match to the State of South Carolina Community Development Block Grant Program for an application awarded to Florence County.*

## **IX. REPORT TO COUNCIL**

- a. Appointments to Boards and Commissions**
- b. Mayor Pro tem Buddy Brand – to give an update on the Civic Center**
- c. Update to the Neighborhood Development Plan.**

## **X. EXECUTIVE SESSION**

- a. Personnel Matter**
- b. Contractual Matter**
- c. Legal Matter**

## **XI. ADJOURN**

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
MONDAY, AUGUST 5, 2013 – 2:00 P.M.  
CITY CENTER, COUNCIL CHAMBERS  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT:** Mayor Wukela called the special meeting to order at 2:00 p.m. with the following members present: Mayor Pro tem Brand; Councilman Robby L. Hill; Councilwoman Teresa Myers Ervin; Councilwoman Octavia Williams-Blake; Councilman Ed Robinson; and Councilman Glynn F. Willis.

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

Notice of the date, time and location of the meeting was provided to the media and those individuals requesting copies of the City Council agenda.

Ms. Lindsay Buchanan from the Morning News; Ms. Tonya Brown, WPDE TV-15; Mr. Ken Baker, WMBF News and WBTW TV were present for the meeting.

**INVOCATION**

Councilwoman Teresa Myers Ervin gave the invocation for the meeting. The Pledge of Allegiance to the American Flag followed.

**REPORT TO COUNCIL**

**UPDATE ON THE ACQUISITION AND OPERATING PARAMETERS FOR THE TOWN OF TIMMONSVILLE WATER AND SEWER SYSTEM.**

Mayor Wukela stated the issue before Council is the acquisition and operating parameters for the Town of Timmons ville's water and sewer system. The issue will be discussed in Executive Session and hopefully this matter can be brought to some conclusion in the near term.

**EXECUTIVE SESSION**

Mayor Pro tem Brand made a motion to enter into Executive Session. Councilwoman Ervin seconded the motion, which carried unanimously.

Council entered into Executive Session at 2:05 p.m.

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
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Mayor Wukela reconvened the Special Meeting at 2:27 p.m.

Mayor Wukela gave a brief report on the issues with the water and sewer system in the Town of Timmonsville and the steps that have been taken to identify what needs to be done to correct the issue and what the future plans are for the system as relates to the City of Florence.

Mr. Drew Griffin, City Manager spoke about some of the steps that the City has taken to move forward with the actual clean up, construction and work within the Town of Timmonsville. The City of Florence will take steps to increase the water pressure; will begin work on the collection system; and repair the collapsed sewers. Within the last week and a half, City staff, with the help of the State and Federal Government, has been able to put together a financing package that is secure enough for staff to recommend to Council to start making emergency repairs on the town's system; on the collapsed sewers, as well as put in a booster pump near Honda to help boost water pressures.

Mr. Griffin recognized the following participants and facilitators in the City's acquisition of the Timmonsville Water and Sewer System:

**Local**

- The City of Florence
- The Town of Timmonsville
- Florence County
- Florence Economic Development Partnership
- Pee Dee Regional Council of Governments

**State**

- South Carolina Department of Health & Environmental Control
- South Carolina Budget & Control Board – State Revolving Loan Fund
- South Carolina Department of Commerce

**Federal**

- United States Department of Agriculture – Rural Development
- United States Department of Economic Development
- United States Environmental Protection Agency Region 4 -- Atlanta, Georgia
- United States Department of Justice

**Engineering/Financial/Legal**

- CDM Smith
- Davenport & Company LLC
- Haynesworth Sinkler Boyd P.A.
- URS Corporation

Mayor Wukela also recognized the contributions made by the offices of Senator Leatherman, Congressman Rice, Congressman Clyburn, Senator Graham, and Senator Scott in creating this loan and

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
AUGUST 5, 2013 – PAGE 3**

grant package that makes this possible. In addition, Mayor Wukela thanked Mr. Drew Griffin, City Manager.

Councilman Wills made a motion to approve staff's request to consummate the loans and grants, to convey the system, and to move forward with the immediate and emergency action, through emergency procurement, to remedy the water pressure situations, the discharge situations and to repair the broken sewer lines. Councilwoman Ervin seconded the motion, which carried unanimously.

**ADJOURN**

Mayor Pro tem Brand made a motion to adjourn the meeting. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

The meeting was adjourned at 2:53 p.m.

Dated this 9<sup>th</sup> day of September, 2013.

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Dianne M. Rowan, Municipal Clerk

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Stephen J. Wukela, Mayor

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, AUGUST 12, 2013 – 1:00 P.M.  
CITY CENTER, COUNCIL CHAMBERS  
FLORENCE, SOUTH CAROLINA**

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

**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; Chief Anson Shells, Florence Police Department; Mr. Scotty Davis, Director of General Services; Mr. Chuck Pope, Director of Public Works; Mr. Michael Hemingway, Director of Utilities; Mr. Ray Riech, Downtown Development Manager; and Mr. Thomas Chandler, Director of Finance.

**MEDIA PRESENT:** Ms. Lindsay Buchanan, Morning News and Ms. Tonya Brown of WPDE TV-15 were present for the meeting.

Notices of this regularly scheduled meeting were sent to the media informing them of the date, time and location of the meeting.

**INVOCATION**

Councilwoman Ervin gave the invocation for the meeting. The Pledge of Allegiance to the American Flag followed.

**APPROVAL OF MINUTES**

Mayor Pro tem Brand made a motion to adopt the minutes of the Regular Meeting of June 8, 2013. Councilwoman Ervin seconded the motion, which carried unanimously.

**HONORS AND RECOGNITIONS**

**Retiree Recognitions**

Mr. Isiah Samuel was presented a plaque in recognition of his retirement from the City after serving 23 years with the Parks Department. Mr. Samuel retired on June 28, 2013.

Lt. John Mark Calhoun received a plaque in recognition of his retirement from the City on May 16, 2013 after serving 25 years with the City of Florence Police Department.

**Service Recognitions**

Mayor Wukela presented service recognition certificates to the following:

- Adgie Kelly – 40 years – Equipment Maintenance
- Drew Griffin – 25 years – City Manager
- Michael Brandt – 15 years – Police
- Gerald Hendrix – 15 years – Fire
- Larry King – 15 years – Utility Finance
- Cynthia Stone – 10 years – Fire

**SPECIAL RECOGNITION**

Councilman Robby Hill recognized Florence native Benjamin Ingram for his accomplishments on the nationally syndicated game show Jeopardy. Ben appeared on the game show during the month of July, 2013. His eight game winning streak is tied for 5<sup>th</sup> best of all the contestants to ever appear on the show. Councilman Hill presented Mr. Ingram with a Key to the City of Florence in recognition of his accomplishments.

**PUBLIC HEARING**

**A PUBLIC HEARING REGARDING THE EDWARD BYRNES MEMORIAL GRANT FOR THE FLORENCE POLICE DEPARTMENT.**

Chief Anson Shells appeared before Council and stated that each year the Police Department applies for federal funding through the Department of Justice's Edward Byrnes Memorial Grant. The funds are used to purchase equipment. This year the amount authorized to request is \$25,776. With these funds, it is the intention of the Department to purchase 15 tactical ballistic vests for the Emergency Response Team and one electric golf cart, to assist the department with high visibility patrols in locations where the focus is small geographic areas of concern.

Mayor Wukela opened the public hearing at 1:39 p.m. for the purpose of receiving comments regarding the grant. No one was present to speak.

Mayor Wukela declared the public hearing closed at 1:40 p.m.

**APPEARANCE BEFORE COUNCIL**

**MR. WALTER FLEMING – PEE DEE COMMUNITY ACTION PARTNERSHIP – TO REQUEST FUNDING IN THE AMOUNT OF \$50,000 TO COVER THE COST OF TUTORING, UTILITIES AND RENT AT THE WEED AND SEED SAFE HAVEN.**

Mr. Walter Fleming appeared before Council and requested \$50,000 in funding to be used for tutoring, utilities and rent at the Weed and Seed Safe Haven.

Mayor Pro tem Brand stated that last year a policy was adopted by Council that requires certain financial information from all organizations requesting funding from the City.

Mr. Fleming stated that a detailed budget outline and expenditures was submitted to the City Manager prior to this meeting and if further documentation is needed, it will be forthcoming shortly.

Mayor Pro tem Brand stated that Council would take this issue under consideration and would prefer not to vote on this until the financial documents are received.

Councilman Robinson stated he does not have concerns with the policy but feels it should be applied fairly and does not feel like it has been.

Councilwoman Ervin asked Mr. Fleming if he would contact the City Manager, meet with him and get all of the necessary documents together before the next City Council meeting so Council will have the information and be able to vote regarding this request.

**MS. SARAH SCOTT-LEE – WOODMONT COMMUNITY ACTION ASSOCIATION – TO TALK ABOUT ISSUES IN THEIR NEIGHBORHOOD.**

Ms. Sarah Scott-Lee of the Woodmont Community Action Association spoke to Council regarding the issues in the Woodmont Community. The main concern is the low lighting on the streets in



**REGULAR MEETING OF FLORENCE CITY COUNCIL  
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the neighborhood. Another concern is the need to resurface the streets in the community. Ms. Scott-Lee feels that Woodmont has been neglected for many years.

Councilwoman Ervin reported on the plans that the Neighborhood Committee is working on for the revitalization of the neighborhoods and especially the Community Development Block Grant area.

**MR. CHUCK POPE, DIRECTOR OF PUBLIC WORKS – RECOGNITION OF THE CITY OF FLORENCE’S RECREATION DEPARTMENT ATHLETIC PARTICIPANTS AND COACHES.**

Mr. Chuck Pope stated that the Recreation Department would like to recognize the State Champions in the City of Florence athletic programs for the past year.

Mr. Pope introduced Ms. Darlene Buchanan, Recreation Division Manager, who recognized each of the following teams, the members and coaches:

**Florence Junior Football League (8-10 year olds):** In 2012, this team won the State Championship. They defeated Myrtle Beach for the District Championship; defeated Mt. Pleasant for the Lower State Championship; and then defeated Lancaster for the State Championship with a score of 20 – 0. Members of the team included: Kemuel Arthur; Billy Barlow; Chris Brigman; Joshua Carr; Cameron Ellis; Kenneth Frederick; Grayson Harrell; Justice Jackson; JaKobe Quillen; Dylan Snyder; Braxton Taylor; Kenyatta Williams; Quincy Woods; DeMarcus Bailey; Nicholas Boatwright; Jordan Burch; Nikolas Edick; George Derrick Floyd; Shaquan Hardy; Quentin Hodge; Lake Martin; Savion Sims; Tre Stubbs; Shaquille White and Hahsaun Wilson. Coaches: Raymond Brigman; Tom Snyder; Joe Edick; and William Barlow.

**Florence Track Club:** This club is made up of volunteer coaches, parents and youth athletes between the ages of 6 and 18 and they participate in the USA Jr. Track and Field and Cross Country programs. The club is sponsored by the City of Florence and the Police Athletics League. The Club was started over 25 years ago and has over 170 athletes for track and field and over 50 in cross country. Individual State Champions are: Kamille Cunningham – Long Jump; Salvage Ellis – 400 Meter Dash; Anthony SantiAnna – Javelin Champion; Thandi Stewart – Shot Put; and Hahsaun Wilson – 100 Meter Dash. Team State Champions (17-18 year old boys) are: Benjamin Bigelow; Jamari McCall; Tyriek Sampson; Lamonte Chandler; Shon Rice and Andy Truman. Three of the coaches for this team are: Julie Allen; Mark Bluman and Jennifer King.

**Gymnastics Champions:** These champions participated in the USA Gymnastics and the AAU (Amateur Athletic Union) Gymnastics programs. Areas of competition are the Vault; Uneven Bars; Balance Beam, Floor and All Around. **State Champion Gymnasts are:** Addie Bausmith – USAG Level 4; Ariel Davis – USAG Level 4 and AAU Level 4; Victoria Fisher – USAG Level 4; Lindie Matthee – USGA Level 4; Diamond Hickson – AAU Level 5; Mackenzie Luikart – USAG Level 7 and AAU Level 7; Marcy Pegram – AAU Level 7; Emily SantiAnna – AAU Level 7; Logan Hewitt – AAU XCEL Gold; Mattison Stephenson – USAG XCEL Gold and AAU XCEL Gold; and Mims Weldon – AAU XCEL Gold. **National Champion Gymnasts are:** Ariel Davis – AAU Level 4; and Emily SantiAnna – AAU Level 7. Coaches: Pam Mobley; Emily Bingaman; Rachel Sadler; Valencia Oxendine-Rose and Mallori Giordana.

**Double Dutch State Champions:** Third Grade Team: Jermyzha Alexander; Moya Bryce; Sara Brown; and Kamari Scott. Fourth Grade Team: Valesse Ervin; Elasia Niles; Iyani Sims and Nisha Wilson. Fifth Grade Team: Carlyn Foster; Makenzie McDaniel; Jalen Livingston; and Jada Stagers. Sixth Grad Team: Ariona Cooper; Kyesha Kennedy and De’Leja Lee. Coaches: Renetha Stagers; Tierra Widder; Missy Burgess and David Caldwell.

**MR. JAMES KENNEDY – TO ADDRESS COUNCIL REGARDING THE KRESS BUILDING.**

Mr. Kennedy spoke to Council regarding the Kress Building that is located in downtown Florence. Mr. Kennedy requested that the Kress Building, because of its historical value to this area, be renovated to house a restaurant on the ground level and also have areas that can be rented to former merchants of the downtown. The upper level could be rented out for office space.

**ORDINANCES IN POSITION**

**BILL NO. 2013 – 18 – SECOND READING**

**AN ORDINANCE AUTHORIZING THE CITY TO LEASE APPROXIMATELY 1.6 ACRES OF LAND LOCATED ON NEW HOPE ROAD AND DESCRIBED IN DETAIL ON EXHIBIT A TO THE PROPOSED LEASE TO SOUTH LYNCHES FIRE DISTRICT UNDER THE TERMS AND CONDITIONS OF THE LEASE ATTACHED HERETO.**

An Ordinance authorizing the City to lease approximately 1.6 acres of land located on New Hope Road and described in detail in Exhibit A to the proposed lease to South Lynch Fire District under the terms and conditions of the lease attached hereto was adopted on second reading.

Mayor Pro tem Brand made a motion to adopt Bill No. 2013-18 on second reading. Councilman Willis seconded the motion, which carried unanimously.

**INTRODUCTION OF ORDINANCES**

**BILL NO. 2013 – 19 – 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, SOUTH CAROLINA, AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF FLORENCE ADOPTED OCTOBER 24, 1989, AS AMENDED; APPROVING THE FINANCING OF SYSTEM IMPROVEMENTS THROUGH THE BORROWING OF NOT EXCEEDING \$3,890,000 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.**

A Series Ordinance making provision fro 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 through the borrowing of not exceeding \$3,890,000 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,

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
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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 was passed on first reading.

Mayor Wukela stated that this relates to the funding of a pump station in Middle Swamp along with a force main on Williamson Road and the installation of remote communications and devices necessary for the operation of the water and sewer system.

Councilman Willis made a motion to pass Bill No. 2013-19 on first reading. Councilwoman Ervin seconded the motion, which carried unanimously.

**BILL NO. 2013 – 20 – FIRST READING**

**AN ORDINANCE TO REGULATE BUSINESSES BY ENACTING A NEW CHAPTER IN THE CITY OF FLORENCE CODE OF ORDINANCES TO ESTABLISH PROVISIONS AND REQUIREMENTS FOR THE SCREENING OF CRIMINAL RECORDS BY EMPLOYERS WITHIN THE CITY OF FLORENCE.**

An Ordinance to regulate businesses by enacting a new chapter in the City of Florence Code of Ordinances to establish provisions and requirements for the screening of criminal records by employers within the City of Florence was withdrawn.

Councilman Robinson made a motion to pass Bill No. 2013-20 on first reading. Councilwoman Ervin seconded the motion.

Ms. Madie Robinson spoke in favor of this proposed Ordinance. An estimated 65 million Americans have criminal records. Returning citizens who gain employment are more than 1/3 less likely than their counterparts to recidivate and are more capable of turning their lives around permanently. Ms. Robinson stated the proposed Ordinance is an effort to eliminate employment barriers for formerly incarcerated people, to “Band the Box” or remove the question about criminal history from the initial job application forms. This question should be asked during the face-to-face interview and only in instances where criminal history relates to the job in question. In this way, formerly incarcerated people will have the opportunity to meet and interview for jobs, increasing the applicant’s chances for employment.

In response to a question by Councilwoman Williams-Blake regarding a model ordinance from the City of Philadelphia that has been provided to Council for review, Ms. Robinson stated she could obtain recommended language from the NAACP for a model ordinance for the City of Florence to use as a guide.

Ms. Robinson requested Council’s support of Bill No. 2013-20.

Rev. W. P. Diggs also spoke in favor of the proposed Ordinance.

In closing, Ms. Robinson spoke about the 2010 Census and the redistricting that should occur as a result of the Census. Ms. Robinson requested that the NAACP be included in all discussions related to the redistricting.

Mayor Wukela assured Ms. Robinson that the NAACP would be welcomed and notified well in advance of all discussions regarding redistricting.

Following the discussion, Councilman Robinson stated he did not feel the proposed Ordinance had the full support of Council and would like to defer any action on this issue until Council has had an opportunity to review the information from the NAACP. Councilman Robinson withdrew his motion. Councilwoman Ervin withdrew her second.

**INTRODUCTION OF RESOLUTIONS**

**RESOLUTION NO. 2013 – 17**

**A RESOLUTION TO COMMIT \$600,000 FROM THE CITY OF FLORENCE  
RESERVE/EMERGENCY FUNDS TO BE REPLACED BY A TAX INCREASE TO BEGIN 2014.**

A Resolution to commit \$600,000 from the City of Florence Reserve/Emergency Funds to be replaced by a tax increase to begin 2014 was denied.

Councilman Robinson made a motion to adopt Resolution No. 2013-17. Councilwoman Ervin seconded the motion.

Ms. Evelina Lawrence appeared before Council and spoke about the difficulties she has had with getting help to make improvements to her house.

Councilman Robinson provided a video of different neighborhoods in the City to illustrate the disparities in the community. Councilman Robinson feels that Council has neglected to put any funding into certain areas.

Mr. Drew Griffin, City Manager stated that there is a problem with reinvestment in the neighborhoods and creating capacity where banks will step in and loan money. Mr. Griffin stated that the City has to figure out a path forward to change and create the capacity for banks and investors and individuals to work toward creating a community that people will want to reinvest in. For the City to move forward, new and better neighborhoods must be created. There will be approximately a \$100,000 study conducted that will give the City avenues to move forward.

The disinvestment of downtown has occurred over 30-40 years. The reinvestment that the City is trying to recreate will not occur within six months or even a year. To get reinvestment in the same manner as downtown will take a long time.

Councilwoman Williams-Blake stated she agrees with the City Manager and that Council takes the issue of improving the neighborhoods very seriously. As stated, the disinvestment has occurred over a 30-40 year period and is frustrated and offended that the present Council is being blamed for the problems and feels that the Councilmember that has represented that District for the past 25-28 years, should accept some of the responsibility also and not pass the blame to somebody else. Councilwoman Williams-Blake stated that Council has a responsibility from this point forward to do whatever can be done to make the situation better.

Councilman Robinson stated growth and development in the areas where most of the people live, stopped when the 2008 Council came on board. Councilman Robinson stated that neighborhood redevelopment can not wait for four years. Councilman Robinson stated he wanted to take \$600,000 out of the reserve funds so that there can be an immediate effect on neighborhood development. The funds would be paid back with a tax increase.

In response, Mayor Wukela stated that the councilmember would have everyone understand that Marion, Sumter, Oakland, Royal, and Gladstone Streets were all in fantastic condition up to 2008 when Mayor Wukela took office. This is not the case. In fact, for decades the north side of town has been disadvantaged compared to the south side. A few things that Mayor Wukela has proposed over the years to uplift the north side of town include: 1) Tried to have an ordinance passed that would require landlords to maintain their properties and enforce the law against them when they didn't; 2) Included in his first budget, \$700,000 to improve Levy Park and to raise millage to accomplish this; 3) Recently proposed a millage increase to fund a \$7 million basketball facility for the north side of town; and 4) A few months ago amended the Local Option Sales Tax offset to create revenue that would build a medical facility in downtown and generate \$3 million to be used in the neighborhoods.

**BREAK**

Without objection, Council took a ten minute break from 3:50 p.m. until 4:00 p.m.

**RECONVENE REGULAR MEETING**

Mayor Wukela reconvened the regular meeting at 4:00 p.m.

Voting in favor of Resolution No. 2013-17 were Councilman Robinson and Councilwoman Ervin.

Voting in opposition of Resolution No. 2013-17 were Mayor Wukela, Mayor Pro tem Brand, Councilman Hill, Councilwoman Williams-Blake and Councilman Willis.

**RESOLUTION NO. 2013 – 18**

**A RESOLUTION TO NAME THE SOUTH DARGAN STREET DINING COURTYARD**

A Resolution to name the South Dargan Street dining Courtyard was adopted by Council.

Mr. Phillip Lookadoo, Director of Planning, Research and Development reported to Council that in accordance with the adopted naming policy for public facilities, the Planning Commission is responsible for recommending requests to City Council to name public facilities.

A committee comprised of property owners adjacent to the courtyard have requested the courtyard be named for William H. Johnson. Mr. Johnson (1901-1970) was an artist born in Florence and has been acclaimed as a major figure in 20<sup>th</sup> century art.

On July 9, 2013, the Planning Commission held a public hearing on this matter. The Planning Commission members voted 5-0 to recommend naming the Dining Courtyard, the William H. Johnson Renaissance Dining Courtyard.

Councilwoman Ervin made a motion to adopt Resolution No. 2013-18. Mayor Pro tem Brand seconded the motion, which carried unanimously.

**RESOLUTION NO. 2013 – 19**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE CONSENT DECREE IN THE ACTION PENDING IN THE U. S. DISTRICT COURT IN CIVIL ACTION NO. 4:13-CV-01522-RBH REGARDING THE TIMMONSVILLE UTILITY WHICH IS BEING ACQUIRED BY THE CITY OF FLORENCE.**

A Resolution approving and authorizing the execution of the Consent Decree in the action pending in the U. S. District Court in Civil Action No. 4:13-CV-01522-RBH regarding the Timmons ville Utility which is being acquired by the City of Florence was adopted by Council.

Mayor Wukela stated that in order for the City of Florence to take over the Timmons ville water system, the City must come to an agreement with EPA and DHEC as to when that will be done. This is the Consent Order that is required to do that.

Mayor Wukela requested that Council enter into Executive Session to receive legal advice regarding the Consent Order.

**EXECUTIVE SESSION**

Mayor Pro tem Brand made a motion to enter into Executive Session. Councilman Willis seconded the motion, which carried unanimously.

Council entered into Executive Session at 4:02 p.m.

Mayor Wukela reconvened the regular meeting at 4:15 p.m.

Mayor Pro tem Brand made a motion to adopt Resolution No. 2013-19. Councilman Willis seconded the motion, which carried unanimously.

**REPORTS TO COUNCIL**

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

**CITY OF FLORENCE PLANNING COMMISSION**

Mayor Pro tem Brand made a motion to reappoint Mr. Drew Chaplin to serve on the City of Florence Planning Commission. Councilman Willis seconded the motion, which carried unanimously.

Mr. Drew Chaplin was reappointed to serve on the City of Florence Planning Commission for a term to begin immediately and expire June 30, 2016.

**TO GIVE CONSIDERATION TO A REQUEST BY COUNCILMAN ROBINSON TO ADOPT A MOTION REGARDING THE MINORITY PROCUREMENT POLICY FOR THE HEALTH AND SCIENCE BUILDING.**

Councilman Robinson made a motion to adopt the Minority Procurement Policy for the construction of the Health and Science Building. Councilwoman Ervin seconded the motion.

Councilman Robinson stated there is a serious deficit when it comes to minorities and employment and feels that Council has an obligation to make sure city funds that are given to any organization be spent on an equitable basis. Council recently took action to allocate \$3 million in taxpayer's money to be used for the construction of the Health and Science Building. Councilman Robinson requested that the Health and Science Building abide by the City of Florence Minority Procurement Policy.

Mayor Wukela stated that he fully supports the City's Minority Procurement Policy and that it should be enforced with regard to facilities that are constructed by the City of Florence and have control over. The Health and Science Building will be a state facility; owned, constructed and operated by a state agency and they are bound by the State Minority Procurement Policy, which the City has no jurisdiction to change at all. Mayor Wukela stated he feels this is a jurisdictional issue.

Mayor Wukela made a motion to amend Councilman Robinson's motion so as to substitute the City of Florence Minority Procurement Policy with the State of South Carolina Minority Procurement Policy. Mayor Pro tem Brand seconded the motion. The amendment passed unanimously.

The amended motion also passed unanimously.

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**ADJOURN**

Councilman Willis made a motion to adjourn the meeting.

Without objection, the meeting adjourned at 4:21 p.m.

Dated this 9<sup>th</sup> day of September, 2013.

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Dianne M. Rowan, Municipal Clerk

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Stephen J. Wukela, Mayor



V. a.  
Mr. Walter Fleming

Rev. Robert Cooper Sr.  
Chairman, Board of Directors

Walter Fleming, Jr.  
Executive Director

June 27, 2013

Mr. Drew Griffith, City Manager  
City of Florence  
City-County Complex AA  
180 North Irby Street  
Florence, SC 29501-3456

Dear Mr.Griffith:

Enclosed is the Application for Direct Assistance Grant Funding Fiscal Year 2013-2014. If additional information is needed to process this application, please contact me at 843-678-3400 ext. 119.

Thanks,

A handwritten signature in black ink, appearing to read "Alberta Durant", is written over a horizontal line.

Alberta Durant  
Fiscal Director  
[flopdcaa@aol.com](mailto:flopdcaa@aol.com)

Enclosure: Application for Direct Assistance Grant Funding Fiscal Year 2013-2014

**Serving: Florence / Marion / Dillon Counties**





**City of Florence, South Carolina**  
**APPLICATION FOR DIRECT ASSISTANCE GRANT FUNDING**  
**Fiscal Year 2013-2014**

The City of Florence, SC Application for Direct Assistance Grant Funding must be completed by any organization/event/project requesting direct assistance funding from the City. All information requested below must be provided and a copy of financial statements and a budget must be included as part of the application process. Funding approved by the City will be remitted on a reimbursement basis for actual expenses incurred. Proof of expenses including payment documentation and cancelled checks must be provided to receive reimbursement funding. Funding approved is for the City's current fiscal year only which runs from July 1 through June 30. **NOTE: The application for funding must be received by the City within 30 days of the date indicated in Date Funding Requested field below. If the application for funding is received by the City by the 15<sup>th</sup> of the month, the request will be considered at the next scheduled City Council meeting. Applications received after the 15<sup>th</sup> of the month will not be considered until the Council meeting following the next scheduled meeting. City Council meetings are held on the second Monday of each month.**

Amount Requested: \$ \$50,000.00

<b>CITY OF FLORENCE USE ONLY</b>	
Date Funding Requested:	<u>06/27/2013</u>
Date Application Received:	<u>6/28/2013</u>

**A. Name of applicant organization/event/project:** Pee Dee Community Action Partnership Florence County Weed and Seed Safe Haven Program

**Name of fiscal agent, if applicable (enter "Same" if the fiscal agent is the same as applicant):** SAME

**B. Is applicant or fiscal agent non-profit? Yes  No  If yes, indicate legal non-profit status:**

**C. Describe below the purpose, goals, and/or mission of the organization/project/event.**  
 In the 15 years since its founding, the Weed and Seed Safe Haven Program has played a major role in the transformation of lower-income families seeking resources for their children. The Weed and Seed Safe Haven provides youth a valuable structured alternative to unsupervised and unproductive activities throughout the year.  
  
 The Weed and Seed Safe Haven operates as an umbrella to several other programs such as The City of Florence Touch of the Glove Boxing Program, Weed and Seed Summer Camp Program, Youth Leadership Program and Food and Nutrition Program, and provides an environment that promotes positive values and healthy habits to at risks youth. Weed and Seed Safe Haven provides youth with access to productive activities otherwise unavailable in low-income areas.

**D. Describe below how the organization/project/event will use the requested funding.**  
 The requested funds will cover the cost of tutoring, utilities and rent.



PEE DEE COMMUNITY ACTION PARTNERSHIP

Date:06/27/2013

Summary Expenditure Report

Page: 1

Time:14:19:02

01/01/2012 --- 12/31/2012

FUND	DEPT	OBJECT	Period		Budget	Expended	Committed	Remaining Budget	% Spent
			Transaction						
WS12	012	WEED & SEED	2012	N/F - WEED & SEED					
5132	FIELD TRIPS		922.50		950.00	922.50	0.00	27.50	97.11
5200	TRANSPORTATION/PARTICIPAN		2,676.94		2,700.00	2,676.94	0.00	23.06	99.15
5206	UTILITIES		5,886.44		5,075.00	5,886.44	0.00	-811.44	115.99
5209	TELEPHONE		3,584.89		3,600.00	3,584.89	0.00	15.11	99.58
5211	MAINTENANCE & REPAIR		2,145.61		2,500.00	2,145.61	0.00	354.39	85.82
5213	PRINTING/PUB. ADV.		1,183.07		1,183.07	1,183.07	0.00	0.00	100.00
5228	TUTORING		10,229.88		10,500.00	10,229.88	0.00	270.12	97.43
5401	SPACE COST & RENTAL		8,000.00		8,200.00	8,000.00	0.00	200.00	97.56
5422	INSURANCE		685.12		685.12	685.12	0.00	0.00	100.00
5503	OFFICE SUPPLIES		510.01		550.00	510.01	0.00	39.99	92.73
5505	FOOD SUPPLIES		316.10		500.00	316.10	0.00	183.90	63.22
5508	CLASSROOM SUPPLY		176.65		539.51	176.65	0.00	362.86	32.74
5510	NONFOOD/JANITORIAL SUPPLIES		174.70		450.00	174.70	0.00	275.30	38.82
Total WS12 012			36,491.91		37,432.70	36,491.91	0.00	940.79	97.49

	Period Transaction	Budget	Expended	Committed	Remaining Budget	% Spent
<b>Report Total</b>	36,491.91	37,432.70	36,491.91	0.00	940.79	97.49

PEE DEE COMMUNITY ACTION PARTNERSHIP

Date:06/27/2013

Summary Expenditure Report

Page: 1

Time:14:37:24

01/01/2012 --- 12/31/2012

FUND	DEPT	OBJECT	Period Transaction	Budget	Expended	Committed	Remaining Budget	% Spent
<b>FL12</b>	<b>59</b>	<b>FLORENCE COUNTY - FLORENCE CITY (WS)</b>						
5206	UTILITIES		1,931.34	7,000.00	1,931.34	0.00	5,068.66	27.59
5209	TELEPHONE		885.17	2,550.00	885.17	0.00	1,664.83	34.71
5228	TUTORING		3,619.00	11,450.00	3,619.00	0.00	7,831.00	31.61
5401	SPACE COST & RENTAL		3,000.00	9,000.00	3,000.00	0.00	6,000.00	33.33
Total FL12 59			9,435.51	30,000.00	9,435.51	0.00	20,564.49	31.45

	Period Transaction	Budget	Expended	Committed	Remaining Budget	% Spent
<b>Report Total</b>	9,435.51	30,000.00	9,435.51	0.00	20,564.49	31.45

**VI. a.**  
**Bill No. 2013-19**  
**Second Reading**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** August 12, 2013  
**AGENDA ITEM:** Ordinance – First Reading  
**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

A Series Ordinance to authorize the borrowing of not exceeding \$3,890,000, 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, the construction, engineering and contingency related to the Middle Swamp pump station and force main, and Williamson Road force main improvements.

**II. CURRENT STATUS/PREVIOUS ACTION TAKEN**

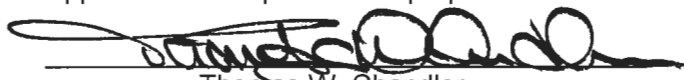
- A. On February 11, 2013 City Council adopted Resolution No. 2013-05 authorizing the execution and submission of an application to the State Authority for a low interest loan from the Water Pollution Control Revolving Loan Fund to finance the costs of the Middle Swamp pump station and force main, and Williamson Road force main improvements.
- B. Bids were opened on June 20, 2013 for the construction of these projects. Two bids were received with the low bid being submitted by Garney Companies of Winter Garden, Florida in the amount of \$3,380,000.

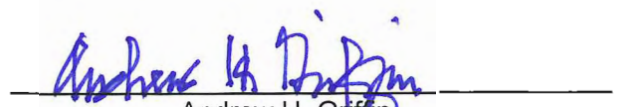
**III. POINTS TO CONSIDER**

- A. A number of years ago working in cooperation with other regional entities and the Pee Dee Regional Water and Sewer Steering Committee, the City developed a wastewater improvement program to address the treatment needs of the City and the surrounding area.
- B. Consistent with the findings of the approved Pee Dee Regional Water and Sewer Master Plan, conveyance and maintenance improvements within the sewer collection system have been recommended concurrent with the current upgrade and expansion of the City’s Wastewater Management Facility.
- C. Additionally, a new state law has established an enforcement threshold of no more than two significant sanitary sewer overflows (SSO) per 100 miles of aggregate collection system within a 12-month period. Exceeding this new threshold will result in greater regulatory scrutiny and issuance of a DHEC enforcement order.
- D. The three most critical needs for the City’s sewer collection system to improve regulatory compliance are 1) replacement of the Middle Swamp Pump Station with a larger capacity pump station and replacement of an undersized section of the pump station’s force main; 2) replacement of a section of the Williamson Road Force Main to increase conveyance, reduce operating pressures & minimize potential for ruptured lines/SSOs; and 3) installation of remote communications and operations monitoring equipment on major pump stations.
- E. The State Water Pollution Control Revolving Loan Fund, by agreement with the State Authority will provide a source of low interest financing to the City for these critical needs at an interest rate of 1.9% for 20 years.
- F. The adoption of this ordinance is required prior to the closing of the State Revolving Fund Loan for the financing of the Middle Swamp pump station and force main, and Williamson Road force main improvements.

**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 THROUGH THE BORROWING OF NOT EXCEEDING \$3,890,000 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").

(9) the outstanding installments of an original issue of not exceeding \$10,626,372 plus capitalized interest, if any, South Carolina Water Quality Revolving Fund Loan dated April 18, 2013 (the "Bond of 2013A").

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 February 11, 2013, 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 July 25, 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 \$3,890,000 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 September 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 \$3,890,000 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 2013B, 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) The interest rate on the Note and the time for the payment of interest and the Record Date 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 Note shall be the Trustee under the Bond Ordinance.

(10) The Note shall be sold to the State Authority pursuant to the State Authority's final approval of the Loan and shall be issued as a single obligation with principal to be paid as set forth in the Loan Agreement.

(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 \$3,890,000 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 9<sup>th</sup> day of September, 2013.

(SEAL)

\_\_\_\_\_  
Mayor, City of Florence, South Carolina

Attest:

\_\_\_\_\_  
Clerk, City of Florence, South  
Carolina

First Reading: August 12, 2013  
Second Reading: September 9, 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 August 12 and September 9, 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 9<sup>th</sup> day of September, 2013.

---

Clerk

EXHIBIT A

Description of the Project

Replacement of the Middle Swamp Pump Station and improvements to its associated force main and improvements to the Williamson Road force main.

EXHIBIT B

Form of Loan Agreement and Note

**LOAN AGREEMENT**

**between**

**SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY**

**and**

**CITY OF FLORENCE**

Dated

\_\_\_\_\_, 2013

relating to

Middle Swamp Pump Station and Force Main Replacements

South Carolina Water Pollution Control Revolving Fund

Loan Number: X1-157-13-378-21

No. \_\_\_\_ of Two Executed Original Counterparts



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ATTACHMENT #1 DAVIS-BACON WAGE RATES UNDER FY 2013  
FEDERAL APPROPRIATIONS ACT

## LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**") and the CITY OF FLORENCE, a municipal corporation of the State of South Carolina (the "**Project Sponsor**").

### WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the South Carolina Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act); and

WHEREAS, the Act authorizes Project Sponsors, among other things, to undertake Projects, to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund, together with interest thereon; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's combined waterworks and sewerage system (the "**System**"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on October 24, 1989 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", as amended by Series Ordinances enacted by the Project Sponsor on April 12, 2010 and December 12, 2011 (the "**Master Bond Ordinance**");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

## ARTICLE I

### LOAN

SECTION 1.1. Loan Made and Accepted; Repayment. In consideration of the mutual promises of this Agreement, and upon and subject to its terms and conditions, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan herein provided for (the "*Loan*"). The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "*Note*") registered in the name of the Authority. The amount of the Loan (the "*Loan Amount*"), the interest rate on the Loan and the repayment schedule with respect to the Loan (the "*Repayment Schedule*") shall be as set forth in Appendix "B" hereto, as may be changed or modified pursuant to Section 1.4 hereof; the terms and form of the Note are set out in Appendix "E". The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix "B", as modified, on the due date of any such payment.

SECTION 1.2. Purpose Limited to Project. The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project. The Project is described in Appendix "A" and more specifically as approved in the Project files of the Department. Except to the extent otherwise approved in writing by the Authority, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department. Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them.

#### SECTION 1.3. Disbursements.

1.3.1. The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred, actual eligible costs up to the Loan Amount and by category as provided in this Agreement.

1.3.2. For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement, the Project Sponsor shall designate a single officer or employee (the "*Sponsor Representative*") prior to the first disbursement request.

1.3.3. In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor, any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor. In those cases when the Project Sponsor is seeking funds with which to pay incurred Project costs, any check for disbursement from the Fund to pay such costs may, at the option of the Authority, be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project. Such check will be mailed to the Project Sponsor.

1.3.4. Before any disbursement, the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1.6 hereof.

1.3.5. Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. The Project Sponsor may not request a disbursement until all construction contracts are signed. The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories "Planning and Design Engineering", "Land Acquisition", and "Legal and Appraisal Fees" which appear in the Project Budget in Appendix "A" hereto. The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department. Unless the Authority otherwise approves, when the Project budget indicates that the Loan shall bear only a portion of the eligible costs of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the "**Permit to Operate**"). No disbursement requests will be accepted more than one hundred twenty (120) days after the date of such Permit to Operate.

1.3.7. The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty-one (21) days before the day disbursement is needed and may limit draw requests to one per month. The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty-one (21) days of receiving such request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor. Processing on shorter notice or faster schedule shall not amend this provision.

#### SECTION 1.4. Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule.

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the "**Payment Initiation Date**") is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in eighty (80) equal, or approximately equal, quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in the following Section 1.4.2. The Interest Rate is fixed for the term

of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

1.4.2. (a) At the written request of the Project Sponsor, submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix "B", the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix "B", or (ii) thirty (30) months from the first day of the month following the date of this Agreement, or (iii) the first day of the month following the date of the Permit to Operate issued by the Department for the operation of the Project.

(b) In the event the Permit to Operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix "B", the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the Permit to Operate, or the term of the Loan be shortened by a minimum of three (3) months.

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund. Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date.

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project.

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix "B" shall be modified to reflect (i) changes in the Loan Amount, (ii) extension or acceleration of the Payment Initiation Date, and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor.

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that:

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount;

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in eighty (80) equal, or substantially equal, quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment, or payments, due under the revised Repayment Schedule.

(g) For purposes of the Repayment Schedule, any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date.

1.4.3. Any change in the Loan Amount, extension or acceleration of the Payment Initiation Date or modification of the Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix "B" hereto reflecting any such change or modification. In connection with any such change or modification, the Authority may, but need not, impose new terms and conditions, including cancellation of the Note and execution of a new Note.

SECTION 1.5. Deadline for Borrowing and Termination of Promise to Lend. The Authority, in its sole discretion, may terminate its promise to lend all of, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Sponsor has not entered into all construction contracts applicable to the Project within six (6) months of the date of this Agreement; or

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred twentieth (120th) day following the date of the Permit to Operate issued by the Department for the Project; or

1.5.3. An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available); or

1.5.4. A circumstance arises or becomes known which, in the Authority's sole discretion and opinion, (a) substantially impairs the ability of the Project Sponsor to complete the Project, to operate the Project or to repay the Loan, or (b) substantially impairs the merit of the Project.

SECTION 1.6. Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions:

1.6.1. The Project Sponsor's representations and warranties shall remain true and correct;

1.6.2. No Event of Default shall have occurred under this Agreement or the Note;

1.6.3. The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5; and

1.6.4. There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein.



ARTICLE II  
REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows:

SECTION 2.1. Status of Project Sponsor. The Project Sponsor is a municipal corporation of the State of South Carolina (the "*State*"), authorized to acquire and construct the Project and to operate the Project and provide wastewater treatment services.

SECTION 2.2. Financial Statements. The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority. All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement, and no material adverse change with respect to the Project Sponsor has occurred.

SECTION 2.3. Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened, which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project for revenue.

SECTION 2.4. No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected.

SECTION 2.5. Ownership of Premises. The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and of the System as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which the Project Sponsor has or will have its collection or trunk lines, manholes, pump stations and the like, including those to be a part of the Project and otherwise. Property of which the Project Sponsor has taken possession pursuant to Section 28-2-90 of the South Carolina Eminent Domain Procedure Act (Title 28, Chapter 2, Code of Laws of South Carolina, 1976, as amended), and in connection with which no action pursuant to Section 28-2-470 of such statute has been instituted within thirty (30) days of the

Condemnation Notice with respect to such property, shall be deemed owned in fee simple by the Project Sponsor pursuant to this Section 2.5. The Project Sponsor has good record title to the real property described above (or has possession pursuant to the Eminent Domain Procedure Act, as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor. With respect to the personal property and fixtures of the Project Sponsor necessary or convenient to the System and its operation, there are no liens or other claims of record against such property or other evidence of adverse ownership, and the Project Sponsor owns such personal property and fixtures in fee simple without conflicting claim of ownership.

SECTION 2.6. Other Project Arrangements. The Project Sponsor has secured the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

SECTION 2.7. No Construction Default. Neither the Project Sponsor nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

SECTION 2.8. No Default. There is no default on the part of the Project Sponsor under this Agreement or the Note, and no event has occurred and is continuing, which, with notice or the passage of time would constitute a default under any part of this Agreement or the Note.

SECTION 2.9. Effect of Draw Request. Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance, that no breach of other provisions hereof has occurred, and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest thereon have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

## ARTICLE III

### COVENANTS

#### SECTION 3.1. Contract Award, Construction Inspection and Completion.

3.1.1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.

3.1.2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.

3.1.3 The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed pursuant to the Project Schedule also defined in Appendix "A" hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan participation.

3.1.4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan and commits itself to complete the construction of the operable treatment works and to complete the treatment system of which this Project is a part.

SECTION 3.2. Disbursements. The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

SECTION 3.3. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their negligence.

SECTION 3.4. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the System and its operation. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party.

SECTION 3.5. Accounting and Auditing.

3.5.1. Accounting. The Project Sponsor shall account for the Project and the System according to Generally Accepted Governmental Accounting Principles (GAAP), applying all relevant Government Accounting Standards Board (GASB) pronouncements, as well as, when applicable, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principle Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with, or contradict, subsequent GASB pronouncements.

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority, no later than January 31 of each year, a copy of its latest long-term, unenhanced underlying rating, or affirmation thereof, on the System and/or any Parity Debt, as defined in Section 4.3.2 herein, from Standard & Poor's Rating Service, or its respective successors and assigns, ("**S&P**") or Moody's Investors Service, Inc., or its respective successors and assigns, ("**Moody's**"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks, CreditWatch placements, ratings downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

SECTION 3.7. Insurance. The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note:

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in an amount equal to the replacement cost of the Project;

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System;

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time;  
and

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the

Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingent Fund.

SECTION 3.8. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project or the System.

SECTION 3.9. Adequate Rates. The Project Sponsor shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System as shall be sufficient to meet the requirements of this Agreement, and the Project Sponsor specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

3.9.1. To provide for the punctual payment of the principal of and interest on the Note and any other indebtedness of the Project Sponsor payable from revenues of the System that may from time to time hereafter be outstanding;

3.9.2. To maintain any Debt Service Reserve Fund required by this Agreement in accordance with the provisions hereof;

3.9.3. To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

3.9.4. To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order; and

3.9.5. To discharge all other obligations imposed by the Act and by this Agreement.

The Project Sponsor further covenants and agrees that it shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System which, together with other income, are reasonably expected to yield annual Net Earnings, as defined in the Master Bond Ordinance, in any fiscal year equal to the greater of (i) one hundred ten percent (110%) of the annual principal and interest on all debt paid from or secured by revenues of the System; or (ii) such other percentage of the annual principal and interest on all debt paid from or secured by revenues of the System as the Project Sponsor shall have covenanted that its Net Earnings would meet with respect to other outstanding indebtedness of the System.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less

frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

SECTION 3.11. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will submit to the Authority event specific information within thirty (30) days of an event adversely affecting more than five (5) percent of revenues of the System and any other information which is otherwise required to be released to a municipal bond information repository service.

SECTION 3.12. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.

SECTION 3.13. Inspection and Information. On reasonable notice, the Authority or the Department shall have for its own convenience and benefit, and without obligation to the Project Sponsor or any third party, the right to audit the books and records of the Project Sponsor as they may pertain to or affect the System and this Agreement and to enter upon the premises to inspect the Project. The Project Sponsor shall cause its architects, engineers, contractors, and auditors to cooperate during such inspections including making available any documents, records, reports or other materials pertinent to the Project and the inspection. The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor's compliance with this Agreement.

SECTION 3.14. Consent to Changes. Without consent of the Authority and Department, the Project Sponsor shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project or the System. The Project Sponsor shall not divide the Project into component projects in order or in effect, so as to defeat the provisions of this Agreement. The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, mortgage or otherwise encumber the Project, the System or the revenues derived therefrom during the term of this Agreement without the express prior written approval of the Authority.

SECTION 3.15. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

3.15.2. It will permit no free service to be rendered, or use to be made of the services and facilities of the System and for the services and facilities of the System used by the Project Sponsor, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue so received from the Project Sponsor shall be deemed revenue derived from the operation of the System, and

shall be accounted for in the same manner as other revenues of the System;

3.15.3. It will permit no customer to be connected to the System, or to receive any service afforded by the System, unless such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force;

3.15.4. It will maintain in effect rules and regulations requiring connection to the System by all persons within the jurisdiction of the Project Sponsor to whom the services of the System shall be available and shall impose availability fees and charges with respect to customers and properties within its corporate limits to which or whom service is available but which or who have not connected into the System; and

3.15.5. So long as any amount due with respect to the Note is unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State, and the Project Sponsor hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the System, necessary or useful, and the Project Sponsor further obligates itself and covenants and agrees with the Authority to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Agreement.

ARTICLE IV  
ESTABLISHMENT OF FUNDS AND  
DISPOSITION OF REVENUES

SECTION 4.1. Establishment of Gross Revenue Fund, Debt Service Fund, Operation and Maintenance Fund, and Depreciation and Contingent Fund. Beginning on the first day of the month following the delivery of the Note, except with respect to the Debt Service Fund, and continuing until all amounts due with respect to the Note have been paid in full, the following funds shall be established and maintained:

4.1.1. The Project Sponsor shall establish a Gross Revenue Fund, into which shall be placed all receipts, income and revenue that the Project Sponsor shall derive, directly or indirectly, from the ownership of the System. Moneys in the Gross Revenue Fund may be withdrawn on order of the Project Sponsor, but shall be made use of only in the manner and in the order of priority specified in Section 4.3 hereof.

4.1.2. The Debt Service Fund established pursuant to the Master Bond Ordinance shall be maintained as the Debt Service Fund for the Note. A separate sub-account shall be established therein for the purpose of monitoring those payments by the Project Sponsor required by the first sentence of Section 4.3.2 herein.

4.1.3. The Project Sponsor shall establish an Operation and Maintenance Fund in order to provide for the payment of all expenses incurred in connection with the administration and operation of the System, and such expenses as may be reasonably necessary to preserve the System in good repair and working order.

4.1.4. The Project Sponsor shall establish a Depreciation and Contingent Fund in order to provide a reasonable reserve for the depreciation of the System, for contingencies and for improvements, betterments and extensions of the System. Moneys in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the System; for improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order; to defray the cost of unforeseen contingencies; and to prevent defaults of, or for the optional redemption of, the Note and Parity Debt (as defined in Section 4.3.2 hereof), and Junior Lien Bonds (as defined in the Master Bond Ordinance).

4.1.5. In the event the Project Sponsor shall have established funds analogous to, or serving the purpose of, the funds required to be established by this Article IV, such funds may be continued and employed for the purposes of this Agreement, and the Project Sponsor shall not be required to establish duplicate funds.



SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. Prior to delivery of this Agreement to the Authority, the Project Sponsor shall establish, and there shall be maintained until payment in full of the Note, a Series 2013B Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") to provide a reserve for payment of principal of and interest on the Note. Based on the Project Sponsor's receipt of a long-term, unenhanced underlying rating on the System and/or any Parity Debt in the "A" category from S&P or Moody's, and from each, if both S&P and Moody's issued ratings, and the submission of such with its Loan application to the Authority, the Debt Service Reserve Fund Requirement (the "**Reserve Requirement**") shall initially equal at least one-half of the maximum amount due on the Note during any full calendar year and shall remain at such level subject to provisions of the following Section 4.2.2.

4.2.2. (a) The Project Sponsor fully complies with all requirements of Section 3.6 herein for annually submitting S&P/Moody's ratings/affirmations and for immediately providing any other rating agency actions related to the System and/or any Parity Debt, and all such ratings are maintained in the "A" category.

(b) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement will immediately increase to the maximum annual amount due on the Note, and the Project Sponsor will be required to meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of the rating for the System and/or any Parity Debt.

(c) If the Project Sponsor should receive a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "AA" or "Aa" category respectively from S&P or Moody's, and from each, if both S&P and Moody's issue ratings, the Reserve Requirement may be reduced to zero with prior written approval of the Authority, subject to provisions comparable to (a) above. If either the S&P or Moody's rating is downgraded to an "A" category, the Reserve Requirement will immediately increase to the initial amount cited in Section 4.2.1 and the Project Sponsor will be required to meet the increased Reserve Requirement within six months through equal monthly deposits beginning in the month following any such downgrade. If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, then the Project Sponsor shall comply with the provisions of (b) above.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note. Money in the Debt Service Reserve Fund shall be used only to prevent a default in the payment of the Note, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes.

4.2.4. Prior to the delivery of this Agreement to the Authority, the Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to provisions of this Section 4.2, funds in an amount, or investments permitted by Section 4.4.3 having a value,

equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to Section 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established, funds in an amount equal to such increase in the Reserve Requirement.

SECTION 4.3. Disposition of Revenues. All revenues derived from the operation of the System shall be deposited in the Gross Revenue Fund. Beginning in the month following the delivery of this Agreement with respect to payments pursuant to Sections 4.3.1 and 4.3.3 to 4.3.6, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to Section 4.3.2, withdrawals from the Gross Revenue Fund shall be made on or before the fifteenth (15<sup>th</sup>) day of each month in the following order of priority:

4.3.1. There shall be deposited into the Operation and Maintenance Fund that sum which has been currently determined by the Project Sponsor to be the cost of operating and maintaining the System for the next ensuing month.

4.3.2. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the Debt Service Fund. Simultaneously with making the monthly deposit in the Debt Service Fund required by this Section 4.3.2, the Project Sponsor shall deposit (a) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority from the South Carolina Drinking Water Revolving Loan Fund (the "**Drinking Water Fund**") relating to loan number 3-003-99-2110001-02 (the "**1999 Project Note**"); (b) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the South Carolina Infrastructure Facilities Authority relating to loan number 2-014-99 from the South Carolina Infrastructure Revolving Loan Fund (the "**2000A Project Note**"); (c) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number 3-008-00-2110001-01 from the Drinking Water Fund (the "**2000B Project Note**"); (d) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number 3-014-02-2110001-04 from the Drinking Water Fund (the "**2003 Project Note**"); (e) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number S1-121-09-378-19 from the Fund (the "**2009 Project Note**"); (f) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Revenue Bonds, Series 2010A (the "**2010A Revenue Bonds**"); (g) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Capital Improvement Revenue Bonds, Series 2010B (Build America Bonds – Taxable Series) (the "**2010B Revenue Bonds**"); (h) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Waterworks and Sewerage System Refunding Revenue Bond, Series 2011 (the "**2011 Revenue Bond**");

(i) the monthly fraction of the next payment of principal and interest to become due on the promissory note of the Project Sponsor to the Authority relating to loan number X1-153-13-378-20 from the Fund (the "**2013A Project Note**"); and (j) the monthly fraction or fractions of the next payment or payments due with respect to any obligations of the Project Sponsor (the "**Obligations**") secured by a pledge of revenues on a parity with the pledge securing the Note, the 1999 Project Note, the 2000A Project Note, the 2000B Project Note, the 2003 Project Note, the 2009 Project Note, the 2010A Revenue Bonds, the 2010B Revenue Bonds, the 2011 Revenue Bond, and the 2013A Project Note. The 1999 Project Note, the 2000A Project Note, the 2000B Project Note, the 2003 Project Note, the 2009 Project Note, the 2010A Revenue Bonds, the 2010B Revenue Bonds, the 2011 Revenue Bond, the 2013A Project Note, and the Obligations are hereinafter sometimes referred to as "**Parity Debt**". In the event amounts available for payments into the Debt Service Fund with respect to the Note and all Parity Debt are not sufficient to make all payments then required to be made, such available amounts shall be deposited into, and allocated within, the Debt Service Fund on a pro rata basis.

4.3.3. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-eleventh (1/11) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than the monthly amount prescribed in Section 4.2.2 according to the circumstances applicable to the increased Reserve Requirement, and such deposits shall begin as required by Section 4.2.2 and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in Section 4.2.4 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-eleventh (1/11) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) Nothing in Section 4.3.2(a), (b) or (c) shall preclude the Project Sponsor from fully re-establishing the Reserve Requirement in a more timely fashion than so prescribed.

4.3.4. If, in any month, for any reason, the Project Sponsor shall fail to pay all or any part of the money it has herein agreed to pay into said Debt Service Fund or Debt Service Reserve Fund, the amount of any such deficiency shall be added to and shall become a part of the amount due and payable into said Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

4.3.5 Provisions shall then be made for the payment of any other indebtedness which is junior and subordinate to the Note and all Parity Debt in the order of priority contemplated by the proceedings authorizing their issuance.

4.3.6. There shall be deposited in the Depreciation and Contingent Fund that sum which is one-twelfth (1/12) of the sum determined by the Project Sponsor to be needed for the Depreciation and Contingent Fund for the then current fiscal year.

4.3.7. Any revenues remaining after the foregoing deposits have been made shall be disposed of for any lawful purpose in such manner as the Project Sponsor shall from time to time determine.

SECTION 4.4. Concerning the Debt Service Fund and the Debt Service Reserve Fund. The Debt Service Fund established pursuant to Section 4.1.2 hereof and the Debt Service Reserve Fund established pursuant to Section 4.2 hereof shall be established with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Trustee*") chosen by the Project Sponsor with the written approval of the Authority. The Debt Service Fund and the Debt Service Reserve Fund shall be held and administered by the Trustee in accordance with the provisions of the Master Bond Ordinance and the following provisions of this Section 4.4. The Trustee shall acknowledge and accept its duties and responsibilities with respect to the Debt Service Fund and the Debt Service Reserve Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Trustee shall notify the Authority in writing of the date of the establishment of the sub-account within the Debt Service Fund and the Debt Service Reserve Fund, the account number and the initial amount of the deposit in each of these two funds for the Note. If the Project Sponsor fails to deposit the amount required by this Agreement in either fund at the time required for such deposit, the Trustee, no later than the fifth day after the date on which such deposit is to be made, shall provide written notification to the Project Sponsor, with a copy to the Authority, of the amount required for deposit into the Debt Service Fund or the Debt Service Reserve Fund pursuant to the provisions of this Agreement. The Trustee shall also verify balances in the Debt Service Reserve Fund, as requested by the Authority, but no less often than semiannually during any period of monthly deposits and no less often than annually when the full Reserve Requirement is met and maintained.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note. If insufficient sums exist in the Debt Service Fund for any payment then due, the Trustee shall transfer the amount needed

for payment from the Debt Service Reserve Fund and the Trustee shall notify the Project Sponsor of the amounts required to be deposited in the Debt Service Reserve Fund in order to replenish such a withdrawal and have on deposit therein the amount required by this Agreement. A copy of any such notice shall be provided to the Authority by the Trustee.

4.4.3. Pending disbursement pursuant to this Section 4.4, money in the Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of the Project Sponsor in Authorized Investments, as defined in the Master Bond Ordinance. Subject to the remaining provisions of this Section 4.4.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Whenever, and as of any date of calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the Reserve Requirement, such excess shall, at the direction of the Project Sponsor, either be used to effect partial prepayment of the Note, or shall be removed from the Debt Service Reserve Fund and transferred into the sub-account of the Debt Service Fund for payment of debt service on the Note.

4.4.4. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over all amounts remaining in the Debt Service Fund and Debt Service Reserve Fund to the Project Sponsor upon the receipt of written directions from the Project Sponsor and the Trustee shall thereafter have no further responsibilities under this Agreement; provided, however, that in the event any Parity Debt remains outstanding upon the payment in full of the Note, the disposition of funds then remaining in the Debt Service Fund shall be controlled by the proceedings authorizing the issuance of such outstanding Parity Debt.

## ARTICLE V

### EVENTS OF DEFAULT

SECTION 5.1. Events of Default. The following occurrences shall constitute Events of Default hereunder:

(A) The Project Sponsor fails to comply with any of the covenants, terms and conditions made in this Agreement;

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement;

(C) Any representation, warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue, incorrect or misleading in any material respect;

(D) The Project Sponsor makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument;

(E) Dissolution of the existence of the Project Sponsor;

(F) Any legal or equitable action is commenced against the Project Sponsor which, if adversely determined, could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement;

(G) Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for forty-five (45) days or is abandoned; and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor, and following request by the Authority, the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred.

## ARTICLE VI

### REMEDIES

SECTION 6.1. Acceleration. Upon the occurrence of an Event of Default, the Authority may, by notice in writing to the Project Sponsor, declare the principal balance of the Note immediately due and payable; and such amount and all interest accrued thereon shall become and be immediately due and payable, anything in the Note or in this Agreement to the contrary notwithstanding. In such event, there shall be due and payable on the Note an amount equal to the total principal amount disbursed on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment.

SECTION 6.2. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

(A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act;

(B) Suit upon all or any part of the Note;

(C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority;

(D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; and

(E) Enforcement of any other right of the Authority including the right to make application for the appointment of a receiver to administer and operate the System.

SECTION 6.3. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 6.4. Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

## ARTICLE VII

### SECURITY

SECTION 7.1. Pledge of Revenues. For the payment of the Note and as security for its other obligations under this Agreement, the Project Sponsor hereby grants to the Authority a pledge of, and lien upon, all Revenues (as defined in the Master Bond Ordinance) which remain after paying the cost of the operation and maintenance of the System. Such pledge and lien upon the revenues shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.2) and shall at all times and in all respects be and remain superior to any pledges made to secure any other obligations of the Project Sponsor payable from the revenues of the System except to the extent otherwise agreed to in writing by the Authority. Parity Debt may be issued only in compliance with Article IV of the Master Bond Ordinance or, if the Master Bond Ordinance is no longer in effect, only with the prior written approval of the Authority.

SECTION 7.2. Additional Security. Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement, the Authority shall, without further action, require the State Treasurer to pay to the Authority, subject to the provisions of the Act, the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid.



## ARTICLE VIII

### SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in a National Pollutant Discharge Elimination System permit (the "*NPDES Permit*"). It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 8.2. Standard Conditions. The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the Project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator of the Environmental Protection Agency, the Comptroller General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(B) Pursuant to requirements of the Fiscal Year 2013 Federal Appropriations Act (PL 113-6) the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. See Attachment #1.

(C) The Project Sponsor shall not presently be debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

ARTICLE IX

GENERAL CONDITIONS

SECTION 9.1. No Waiver. No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder.

SECTION 9.2. Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority.

SECTION 9.3. Evidence. Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and the Authority shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

SECTION 9.4. No Beneficiaries. All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

SECTION 9.5. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction.

SECTION 9.6. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Project Sponsor:

City of Florence  
City Center  
324 West Evans Street  
Florence, South Carolina 29501-3430

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund  
Authority  
c/o Office of Local Government - SRF  
South Carolina Budget and Control Board  
1200 Senate Street  
453 Wade Hampton Building  
Columbia, South Carolina 29201

Attention: Patricia A. Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 9.7. No Joint Venture, Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Project Sponsor. The Authority shall not be in any way liable or responsible by reason of the provisions hereof, to the Project Sponsor or any third party, for the payment of any claims in connection therewith.

SECTION 9.8. Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 9.9. Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 9.10. Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 9.11. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12. Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 9.13. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 9.14. Appendices. The appendices attached to this Agreement are a part of it.

SECTION 9.15. Special Conditions. The Statements of Special Conditions in Appendix "D" shall govern the matters they address.

SECTION 9.16. Time of Essence. Time is of the essence of this Agreement.

SECTION 9.17. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF FLORENCE

(SEAL)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

Its \_\_\_\_\_

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: \_\_\_\_\_

Ashlie Lancaster, Interim Director,  
Office of Local Government,  
South Carolina Budget and Control Board

SCOPE OF WORK

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

Replacement of the Middle Swamp Pump Station and improvements to its associated force main and improvements to the Williamson Road force main.

PROJECT BUDGET

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

<u>ITEM</u>	<u>CWSRF LOAN</u>	<u>TOTAL ELIGIBLE COSTS</u>
Construction	\$3,380,000	\$3,380,000
Construction Contingency	338,000	338,000
Construction Inspection and Engineering	<u>172,000</u>	<u>172,000</u>
Total	\$3,890,000	\$3,890,000

PROJECT SCHEDULE

Project Sponsor: City of Florence  
Project Name: Middle Swamp Pump Station and Force Main Replacements  
Loan Number: X1-157-13-378-21

<u>ACTION</u>	<u>DATE</u>
Bid Opening	June 20, 2013
Contract Execution	July 5, 2013
Notice to Proceed	August 12, 2013
Start of Construction	August 27, 2013
DHEC Permit to Operate	August 27, 2014



REPAYMENT SCHEDULE

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

Loan Amount: \$3,890,000

Payment Initiation Date: September 1, 2014

Interest Rate: 1.90% per annum

First Payment Due Date: December 1, 2014

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 80 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Fifty-Eight Thousand Five Hundred Sixty-One and 49/100 Dollars (\$58,561.49) each, and one final installment in the amount of Fifty-Eight Thousand Five Hundred Sixty-One and 03/100 Dollars (\$58,561.03).

LOAN CLOSING FEE

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

Loan Amount: \$3,890,000

.25% Loan Closing Fee: \$9,725

The Loan Closing Fee identified above shall be due and paid at the time of delivery of the Loan Agreement, Note and other required Loan closing documents. Such fee is not reimbursable through the Loan.

Project Sponsor: City of Florence

Loan Number: X1-157-13-378-21

PROCUREMENT REQUIREMENTS

Recycled Funds

- I. Prior to construction contract award, the Project Sponsor shall:
  - A. Advertise the Project for a **minimum** of thirty (30) days in advance of bid opening using at least one of the following methods:
    1. Local newspapers of general circulation.
    2. Statewide or regional newspapers of general circulation.
    3. The South Carolina Business Opportunities (SCBO).
  - B. Modify bid documents only by written addenda, which require prior Department approval.
  - C. Hold a public bid opening.
  - D. Utilize competitive sealed construction bids.
  - E. Require at least a five percent (5%) bid bond or certified check.
  - F. Require one hundred percent (100%) payment and performance bonds.
  - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
  - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
  - I. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
  - J. After bid opening, provide the Department with the following:
    1. Project Construction Summary For Recycled Projects (DHEC Form #1295).
    2. A certified copy of the advertisement with date(s) of publication.
    3. Detailed bid tabulation certified by Project Sponsor's engineer.
    4. Proposal of successful bidder(s).
    5. Bid bond with associated Power of Attorney.
    6. Davis-Bacon wage rate(s) used in bidding the project.
    7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
    8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contractor amount(s).
    9. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
    10. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
  - K. Receive Department approval to award the construction contract(s).

APPENDIX "C"

Page 2 of 2

- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
  - A. Executed contract documents.
  - B. Notice to Proceed.
  - C. Monthly Construction Inspection Reports.
  - D. Davis-Bacon Certification (DHEC Form #2557).
  
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
  - A. Need for the change.
  - B. Clear description of the change.
  - C. Cost and pricing data.
  - D. Documentation of negotiation.
  - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: City of Florence

Project Name: Middle Swamp Pump Station and Force Main Replacements

Loan Number: X1-157-13-378-21

None.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

**PROMISSORY NOTE TO SOUTH CAROLINA  
WATER QUALITY REVOLVING FUND AUTHORITY FOR  
SOUTH CAROLINA WATER POLLUTION CONTROL  
REVOLVING FUND LOAN**

CITY OF FLORENCE, SOUTH CAROLINA  
COMBINED WASTEWATER AND SEWERAGE SYSTEM REVENUE BOND, SERIES 2013B

FOR VALUE RECEIVED, the City of Florence (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Loan Agreement (the "*Agreement*"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number X1-157-13-378-21, Middle Swamp Pump Station and Force Main Replacements, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

The Project Sponsor may prepay the outstanding principal balance of this Note 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 this Note in the inverse order of the maturity dates thereof.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia, South Carolina, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Columbia, South Carolina.

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due. Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no

intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

If the Project Sponsor fails to make any payment of principal or interest within thirty (30) days of the date when due, or if the Project Sponsor defaults in the performance of any of the terms, covenants or conditions of any agreement or other documents concerning this Note, including without limitation the Agreement, the Authority may declare the principal of this Note and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to the Project Sponsor.

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments. Upon any such payment default, the Authority shall immediately avail itself of the provisions of Section 7.2 of the Agreement relating to additional security for payment of amounts due on this Note.

The Project Sponsor waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents.

The Project Sponsor shall pay all costs of collection, including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law. The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF FLORENCE

[SEAL]

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

Its \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This Promissory Note is the obligation issued pursuant to the Project Sponsor's Master Bond Ordinance enacted October 24, 1989, as amended April 12, 2010 and December 12, 2011, and as authorized by the Project Sponsor's Series Ordinance enacted \_\_\_\_\_, 2013.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N. A., TRUSTEE

By: \_\_\_\_\_, Authorized Officer

Typed Name: \_\_\_\_\_



**Davis-Bacon Wage Rates Under FY 2013 Federal Appropriations Act  
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2013 Federal Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
  - (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

### 4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

### 5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

**FLORENCE CITY COUNCIL MEETING**

**DATE:** June 3, 2013

**AGENDA ITEM:** Bill No. 2013-013 - An ordinance to regulate businesses by enacting a new chapter in the city of Florence Code of Ordinances to establish provisions and requirements for the screening of criminal records by employers within the City of Florence

**DEPARTMENT/DIVISION:** Councilman Robinson

**I. ISSUE UNDER CONSIDERATION**

This Ordinance, which is patterned after an Ordinance enacted by the City of Philadelphia, PA, would result in the City establishing regulations which limit the obtaining and use of information regarding arrests and convictions in the employment process in an effort to make sure that such information is not improperly used by the City or employers within the City to accomplish the following goals:

- a. To assist the successful reintegration of formerly-incarcerated people back into the community by removing barriers to gainful employment after their release from jail/prison;
- b. To enhance the health and security of the community by assisting people with criminal/arrest records to provide for their families and themselves; and
- c. To ensure that, within the City of Florence, just and fair measures are implemented and practiced when screening and identifying persons who may or may not have criminal records.

## **II. CURRENT STATUS/PREVIOUS ACTION TAKEN:**

a. Councilman Robinson previously provided Council with information regarding this proposal, including language for a proposed ordinance, and Council discussed this during a Report to Council at the Meeting on May 13, 2013.

b. The attached Ordinance contains the same language previously discussed, is based upon the Philadelphia Ordinance, and has been altered only to the extent needed to place it into the proper format for our ordinances.

c. This Ordinance is being presented by Councilman Robinson for First Reading.

## **III. OPTIONS**

- a. Approve the Ordinance on First Reading
- b. Defer the request should additional information be needed.
- c. Suggest other alternatives to accomplish the same goals.
- d. Defeat the Ordinance on First Reading.

## **IV. ATTACHMENTS**

- a. Proposed Ordinance

**ORDINANCE NO. 2013-\_\_\_\_\_**

**AN ORDINANCE TO REGULATE BUSINESSES BY ENACTING A NEW CHAPTER IN THE CITY OF FLORENCE CODE OF ORDINANCES TO ESTABLISH PROVISIONS AND REQUIREMENTS FOR THE SCREENING OF CRIMINAL RECORDS BY EMPLOYERS WITHIN THE CITY OF FLORENCE.**

**WHEREAS**, the Council of the City of Florence, South Carolina, hereby finds and determines:

- a. Persons with criminal records suffer from pervasive discrimination in many areas of life-employment housing, education, and eligibility for many forms of social benefits: and
- b. As of 2000, more than 70 million people nationwide had criminal records and are reported to experience lifelong discrimination because of their past convictions, and Florence has a high corrections population because of their past convictions:, and
- c. As of 2000 there have been approximately 35,000 arrest within the city of Florence of which approximately 60% are because recidivism: and
- d. The percentage of people of color arrested and convicted both local and nationwide exceed the percentage of their representation in the population as a whole, which disproportionately impacts their lives, families and communities; and
- e. Criminal background checks by employers have increased at a record rate, with a vast majority of employers in the U.S. now screening their workers for criminal records; and
- f. Formerly-incarcerated people represents a group of job-seekers, ready to contribute and add to the work force; and
- g. Lack of employment is a significant cause of recidivism; people who employed are significantly less likely to be re-arrested; and
- h. Obstacles to employment for people with criminal records and other barriers to re-entry are creating permanent members of an underclass that threatens the health of the community and undermines public safety.

- i. This Legislation concerns a sensitive and highly controversial subject, and should not be construed to require an employer to hire someone with a criminal record, nor to limit an employer's ability to choose the most qualified and appropriate application for the employment opportunity at hand.
- j. This legislation is intended to give the individual with a criminal/arrest record an opportunity to be judged on his or her own merit during the submission of the application and at least until the completion of one interview.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED, AND BY THE AUTHORITY THEREOF THAT CHAPTER 13 OF THE CITY CODE IS HEREBY AMENDED TO ADD A NEW ARTICLE IX WHICH SHALL READ IN ITS ENTIRETY AS FOLLOWS:**

**Article IX        Limitations on Inquiry Concerning Criminal Record During The Employment Process**

**Sec. 13-140        It is the intent and purpose of this Chapter:**

- a. To assist the successful reintegration of formerly-incarcerated people back into the community by removing barriers to gainful employment after their release from jail/prison;
- b. To enhance the health and security of the community by assisting people with criminal/arrest records to provide for their families and themselves; and
- c. To ensure that, within the City of Florence, just and fair measures are implemented and practiced when screening and identifying persons who may or may not have criminal records.

**Sec. 13-141        Definitions.**

As used in this Chapter this Chapter the following terms have the following meanings:

- a. "Applicant" means any person considered or who requests to be considered for employment by an employer

b. "City agency" means the city, or any City department, agency, board or commission.

c. "Conviction" shall mean any sentence arising from a verdict or plea of guilty or nolo contendere, including a sentence of incarceration, a suspended sentence, a sentence of probation or a sentence of unconditional discharge.

d. "Employment" means any occupation, vocation, job, work for pay or employment, including temporary or seasonal work, contracted work, contingent work and work through the services of a temporary or other employment agency; or any form of vocational or educational training with or without pay. "Employment" shall not, for the purpose of this Chapter, include membership in any law enforcement agency.

e. "Inquiry" means any direct or indirect conduct intended to gather information, using any mode of communication.

f. "Interview" means any direct contact by the employer with the applicant, whether in person or by telephone, to discuss the employment being sought or the applicant's qualifications.

g. "Criminal Justice Agency" means any, court including the minor judiciary, with criminal jurisdiction or any other governmental agency, or subunit thereof, created by statute or by the state or Federal constitutions, specifically authorized to perform as its principal function the administration of criminal justice, and which allocates a substantial portion of its annual budget to such function; and agencies whose principal function relates to the administration of criminal justice, including but not limited to organized State and municipal police departments, local detention facilities, correctional facilities, probation agencies, district or prosecuting attorneys, parole boards, pardon boards and public agencies that provide care, guidance and control to adjudicated delinquents.

h. "License" means any certificate, license, permit, authorization or grant of permission required by the City as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. "License" shall not for the purpose of this Chapter, include any license, authorization or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

i. "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons within the City of Florence. It includes job placement and referral agencies and other employment agencies.

**Sec. 13-142 Prohibition Against Unfair Discrimination Against Persons Previously Arrested For One Or More Criminal Offenses.**

a. In connection with the licensing or employment of any person, it shall be an unlawful discriminatory practice of a City agency or private employer to knowingly and intentionally make any inquiry about or to take any adverse action against any person on the basis of any arrest or criminal accusation made against such person, which is not then pending against that person and which did not result in a conviction. It shall further be an unlawful discriminatory practice for a City agency or private employer to require any person to disclose or reveal any arrest or criminal accusation made against such person which is not then pending against that person and which did not result in a conviction.

**Sec.13-143 Prohibition Against Unfair Discrimination Against Persons Previously Convicted For One Or More Criminal Offenses.**

a. In connection with licensing or employment of any person, it shall be an unlawful discriminatory practice for a City agency or private employer to make any inquiry regarding or to require any person to disclose or reveal any criminal convictions during the application process. The application process shall begin when the applicant inquires about



the employment bent sought and shall end when an employer has accepted an employment application.

b. It shall further be an unlawful discriminatory practice for a City agency or private employer to make any inquiry regarding, or to require any person to disclose or reveal any criminal convictions against such person before and during the first interview. If an employer does not conduct an interview, that employer is prohibited from making any inquires or gathering any information regarding the applicant's criminal convictions. If the applicant voluntarily discloses any information regarding his or her criminal conviction at the interview, the employer may discuss the criminal conviction disclosed by the applicant.

**Sec. 13-144 Exemptions.**

a. The prohibitions of this Chapter shall not apply if the inquires or adverse actions prohibited herein are specifically authorized by any other applicable law.

b. The prohibitions of this Chapter shall not apply to a Criminal Justice Agency as defined herein.

c. Nothing in this Chapter shall modify or waive the requirements and limitations on the use of criminal records in Florence.

**Sec. 13-145 Enforcement.**

a. The City Manager shall designate the appropriate city department to administer and enforce this Chapter.

b. Each violation of this Chapter shall constitute a "Class III" offense and any person who violates this Chapter shall be subject to a fine as set forth under "Class III" offenses.

**Sec. 13-146 Fair Criminal Record Screening Advisory Screening Advisory Committee.**

a. Establishment. The City Council hereby calls upon the City Manager to establish a nine (9) person committee entitled the "The Criminal Record Screening Advisory Committee" the purpose of which shall be to review the implementation and effectiveness of this Chapter and to make recommendations to the City Council regarding this Chapter.

b. Members. The Committee shall be composed of nine (9) members, one (1) each by each Council member, one (1) by the City Manager, and of the eight shall appoint one (1) other to be Chairperson. The appointees shall consist of: two (2) that have arrest/criminal records, two (2) from the business community, two (2) from general public, one (1) minister, and the other two, shall be the committee appointee and City Manager's appointee, no restrictions

c. Meetings: The committee shall meet at least quarterly. All meetings shall be open to the public and will allow for public testimony on policies or conduct relating to this Chapter.

**Sec. 13-147 Severability.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be unconstitutional or invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance, or the application of such provision to persons or circumstances other than those as to which it is held invalid. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance irrespective of the unconstitutionality of invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

**Sec. 13-148      Effective Date.**

After its approval and adoption on by City Council with two readings, this Ordinance shall become effective on January 1, 2014.

**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

**FLORENCE CITY COUNCIL MEETING**

**DATE:** September 9, 2013  
**AGENDA ITEM:** Ordinance – First Reading  
**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

An Ordinance making provision for the issuance and sale of a Waterworks and Sewerage System Junior Lien Revenue Bond of the City of Florence in an amount not to exceed \$6,100,000 to refund all Timmons ville Waterworks and Sewer System Revenue Bonds held by USDA, Rural Development and thereby acquire the Timmons ville water and sewer system.

**II. CURRENT STATUS/PREVIOUS ACTION TAKEN**

A. The City of Florence (“the City”) has been working for many months with the Town of Timmons ville (“the Town”), USEPA and SCDHEC (“governmental agencies”) regarding the City’s acquisition of the Timmons ville Water and Sewer System (“the System”) in order to provide water and wastewater services to the Timmons ville service area.

B. Both the City and the Town have adopted ordinances approving the execution of an agreement to convey Timmons ville’s combined water and wastewater system to the City.

C. This agreement is contingent upon the ability to ensure both sufficient financing to fund needed improvements and a Consent Decree satisfactory to the City of Florence. The agreement is also contingent upon the passage of a successful referendum by the Town of Timmons ville to convey the system.

D. Since adoption by the City of the above referenced ordinance and agreement on April 15, 2013, the City has developed a financing plan utilizing numerous grants and State Revolving Fund loans to finance the required improvements to the System.

E. On June 25, 2013, citizens of the Town voted to approve by referendum transfer of the System to the City.

F. The City, the Town, and the governmental agencies have agreed to the Consent Decree. The Consent Decree is presently filed with the federal court and available for public comment. The projected timeline for entry of the Consent Decree by the court will be around early to mid October.

**III. POINTS TO CONSIDER**

A. The agreement provides that the City shall assume all liabilities and payments of outstanding bonds or mortgage indebtedness on the system. The agreement further provides that in the event that such debt is not assumable, the City shall have the option to pay the indebtedness off at the System transfer date.

B. The total outstanding principal indebtedness of the System is \$6,330,012.53 consisting of

**Florence City Council Meeting Agenda Item  
Ordinance for Issuance of a Waterworks & Sewerage System Junior Lien Revenue Bond for the  
Acquisition of the Timmons ville Water & Sewer System  
September 9, 2013 – Page 2**

\$6,004,584.86 held by USDA, Rural Development, and \$325,427.67 held by BB&T bank.

C. As previously discussed with City Council, it is the City's intent to pay off in full the obligation held by BB&T in the principal and accrued interest amount of \$340,180.30 as of September 30, 2013, and to assume the Rural Development outstanding indebtedness in the principal amount of \$6,004,584.86 through the issuance of a Waterworks and Sewerage System Junior Lien Revenue Bond in an amount not to exceed \$6,100,000 to refund all of the Town of Timmons ville's revenue bonds held by Rural Development.

D. The outstanding Rural Development debt to be acquired by the City is a 40 year obligation with an interest rate of 1.875%.

E. The Rural Development debt will be secured by a junior lien pledge to the City's water and sewer system, and as such, will be subordinate and inferior in all respects to the pledges of revenues and liens currently securing the City's Parity Bonds, and any obligations subsequently issued by the City as Parity Bonds.

F. Revenues generated by the Timmons ville system are projected to be sufficient to fund the outstanding Rural Development debt and the debt payment in full to BB&T. Projected revenues, combined with several grant funding sources, are also projected to be sufficient to fund the improvements needed for the Timmons ville system.

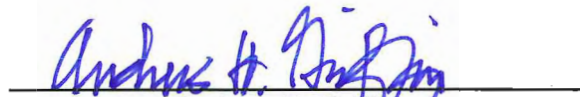
G. The adoption of this ordinance is required prior to the closing of this revenue bond.

**IV. STAFF RECOMMENDATION**

Approve the attached ordinance.



Thomas W. Chandler  
Finance Director



Andrew H. Griffin  
City Manager

AN ORDINANCE

CONSTITUTING A SERIES ORDINANCE UNDER BOND ORDINANCE ADOPTED OCTOBER 24, 1989, AS AMENDED, OF THE CITY OF FLORENCE, PROVIDING FOR THE ISSUANCE AND SALE OF A WATERWORKS AND SEWERAGE SYSTEM JUNIOR LIEN REVENUE BOND OF THE CITY OF FLORENCE IN AN AGGREGATE AMOUNT NOT TO EXCEED \$6,100,000 IN ORDER TO REFUND ALL WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE TOWN OF TIMMONSVILLE HELD BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND THEREBY ACQUIRE THE WATERWORKS AND SEWER SYSTEM OF THE TOWN OF TIMMONSVILLE, AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, IN MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I

FINDINGS

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

1. The City is a municipal corporation located in Florence County, South Carolina.
2. Pursuant to elections duly held, and resulting favorably, the City did acquire and thereafter has continually owned and operated a Waterworks and Sewerage System (the "System").
3. The System has since its establishment been operated and controlled by Council, and furnishes water and sewer services throughout the City and in certain territory adjacent thereto.
4. The revenues from the System are presently pledged and hypothecated by the City to the payment of revenue bonds, each issued by the City on a parity in all respects with the others, further and pursuant to the authorizations contained in Bond Ordinance adopted October 24, 1989, as amended, (the "Master Ordinance") to finance the cost of improvements to the System as follows:
  - (a) the outstanding installments of an original issue of \$2,779,488 South Carolina Drinking Water Revolving Loan Fund Loan dated May 10, 1999;
  - (b) the outstanding installments of an original issue of \$6,000,000 State Drinking Water Fund Loan dated May 10, 2000;
  - (c) the outstanding installments of an original issue of \$4,000,000 South Carolina Infrastructure Revolving Loan Fund Loan dated May 10, 2000;
  - (d) the outstanding installments of an original issue of \$2,517,834 State Drinking Water Fund Loan dated January 30, 2003;
  - (e) 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;
  - (f) 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;
  - (g) 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;

(h) 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;

(i) the outstanding installments of an original issue of not exceeding \$10,626,372 plus capitalized interest, if any, South Carolina Water Pollution Control Revolving Fund Loan dated April 18, 2013; and

(j) the outstanding installments of an original issue of not exceeding \$3,890,000 plus capitalized interest, if any, South Carolina Water Pollution Control Revolving Fund Loan to be dated September 16, 2013

The above described bonds are hereinafter, together with any future additional bonds issued on a parity therewith, collectively referred to as the "Parity Bonds."

4. The Town of Timmons ville (the "Town") is also located in Florence County and also operates a Waterworks and Sewer System (the "Timmons ville System").

5. The outstanding indebtedness of the Timmons ville System is a \$6,004,584.86 Waterworks and Sewer System Refunding Revenue Bond of the Town of Timmons ville (the "Timmons ville Revenue Bond") which represents a refinancing of the following series of obligations held by Rural Development, the United States Department of Agriculture ("Rural Development"):

(a) The Town's original principal amount \$1,091,400 Waterworks and Sewer System Revenue Bond, Series 1999A;

(b) The Town's original principal amount \$687,600 Waterworks and Sewer System Revenue Bond, Series 1999B;

(c) The Town's original principal amount \$1,030,800 Waterworks and Sewer System Revenue Bond, Series 2000A;

(d) The Town's original principal amount \$602,500 Waterworks and Sewer System Revenue Bond, Series 2000B; and

(e) The Town's original principal amount \$3,063,000 Waterworks and Sewer System Revenue Bond, Series 2008.

6. Due to severe financial constraints experienced by the Town which threatened the viability of the System, officials of the Town negotiated with Rural Development for a refinancing of the bonds described in the preceding paragraph, with the Timmons ville Revenue Bond which bears interest at a rate of 1.8750% per annum and has a final maturity of 40 years from March 29, 2013. Such refinancing resulted in lower annual debt service with the intention of promoting the continued viability of the System.

7. Notwithstanding such refinancing, the Town has continued to experience severe financial constraints which threaten the viability of the System and jeopardize repayment of the Timmons ville Revenue Bond to Rural Development.

8. The Town has therefore requested that the City accept the Timmons ville System and assume responsibility for the payment of the Timmons ville Revenue Bond to Rural Development. At an election held June 25, 2013, the registered voters of the Town authorized the sale of the Timmons ville System. Rural



Development has joined in the request that the City acquire the Timmons ville System and assume responsibility for repayment of the debt represented by the Timmons ville Revenue Bond.

9. The City has determined to accept the Timmons ville System based on Rural Development's consent to the sale of the Timmons ville System to the City and Rural Development's agreement to finance the City's assumption of the Timmons ville Revenue Bond by substituting for the Timmons ville Revenue Bond the Bond authorized herein.

10. The Master Ordinance provides at Section 6.01 that the City "may, at any time, and without limitation and free of all conditions issue Junior Lien Bonds, in such amount as it from time to time may determine, payable from the revenues of the System, provided that the pledge of revenues and any lien upon the revenues of the System granted for protection of said Junior Lien Bonds, shall at all times be and remain subordinate and inferior in all respects to the pledges of revenues and liens upon such revenues made or authorized for the Bonds."

11. Based in part on the severe financial constraints the Town experienced for a period of years in operating and managing the Timmons ville System, and realizing the additional borrowing needs the City will incur to rehabilitate the Timmons ville System, the City has determined that the Bond authorized herein is appropriately secured by a junior lien pledge of the System, subordinate and inferior in all respects to the pledges of revenues and liens securing the Parity Bonds. It is therefore appropriate that an Ordinance be adopted with respect to acquisition by the City of the Timmons ville System which Ordinance shall express the approval of City Council to the purchase of the Timmons ville System as a Junior Lien obligation of the System and for a term and at the interest rate applicable to the Timmons ville Revenue Bond.

12. The City therefore proposed and Rural Development has agreed that a portion of acquisition by the City of the Timmons ville System be effected by issuance by the City of a waterworks and sewerage system junior lien revenue bond in the aggregate principal amount of \$6,004,584.46. Said Bond will be issued in satisfaction of and substitution for the Timmons ville Revenue Bond and shall be junior and subordinate to the Parity Bonds under the provisions of the Bond Ordinance and this Ordinance.

13. The City has determined to borrow \$6,004,584.46 for such purpose, and has accepted the terms offered by Rural Development including an interest rate of 1.875% and a final maturity of 40 years from March 29, 2013 under the terms and provisions of the Revenue Bond Refinancing Act (Chapter 17, Title 6, Code of Laws of South Carolina, 1976). Rural Development has agreed to purchase said Bond without public advertisement thereof.

14. In accepting the offer of the Rural Development, the City found that it was unable to finance the needs of the Timmons ville System at reasonable rates and terms, taking into account prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

## ARTICLE II

### ISSUANCE OF BOND

#### Section 2.01

(a) Pursuant to the Enabling Act, a fully registered \$6,004,584.46 Waterworks and Sewerage System Junior Lien Revenue Bond (the "Bond") shall be issued to Rural Development in substitution for the Timmons ville Revenue Bond in order to accomplish the acquisition by the City of the Timmons ville System.

(b) The Bond shall be dated as of the date of closing; and each shall bear interest at the rate of 1.875% per annum; payable annually as to principal and interest beginning one year from the date of closing

(provided however if the closing shall take place on the 29th, the 30th or the 31st day of the month, then payments shall be on the 28th day of the month) for a period of 40 years following the closing date, or until such earlier date as the Bond shall be paid in full. Annual payments of principal and interest on the Bond shall be approximately \$215,000.

(c) The form of the Bond shall be substantially as that set forth in Exhibit A hereto, with such variations, omissions and insertions as may be required to complete the Bond properly and as may be approved by the officers executing the Bond manually, which approval shall be proved conclusively by such execution and delivery thereof to Rural Development.

ARTICLE III

GOVERNING PROVISIONS

Section 3.01

(a) The Bond shall be governed by the terms of the Master Ordinance, the terms of which are incorporated herein by reference.

Section 3.02

The Mayor is fully authorized and empowered to take any further action and to execute and deliver any closing documents as may be necessary and proper to effect the delivery of the Bond in accordance with the terms and conditions hereinabove set forth, his execution to be conclusive evidence of such approval.

Section 3.03

If any section, paragraph, clause or provision of this Supplemental Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Supplemental Ordinance.

DONE IN MEETING DULY ASSEMBLED, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor, City of Florence, South Carolina

Attest:

\_\_\_\_\_  
Clerk, City of Florence, South Carolina

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
CITY OF FLORENCE  
WATERWORKS AND SEWERAGE SYSTEM  
JUNIOR LIEN REVENUE BOND

No. 1

\$6,004,584.46

THE CITY OF FLORENCE, SOUTH CAROLINA (the "City"), for value received, hereby promises to pay to the order of the UNITED STATES OF AMERICA, acting through Rural Development, United States Department of Agriculture ("RD"), or its registered assigns, solely from the revenues described and pledged to the payment of this Bond, the principal sum of \$6,004,584.46, plus interest on the unpaid principal balance of said principal from the date hereof, at the rate of 1.875% per annum. The said principal and interest shall be payable on \_\_\_\_\_, 20\_\_, and on each succeeding \_\_\_\_\_, for a period not to exceed 40 years following the date hereof, until the Bond shall be paid in full, there shall be paid, by way of both principal and interest on the Bond (as an annual amortized installment), the sum of \$\_\_\_\_\_, except that the final installment of the total indebtedness evidenced thereby, if not sooner paid, shall be due and payable 40 years from the date hereof.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal. Refunds and extra payments, as defined in the regulations of Rural Development according to the source of funds involved, shall, after payment of interest, be applied to the installment last to become due under this Bond and shall not affect the obligation of the City to pay the remaining installments as scheduled herein.

All payments by way of principal and interest shall be paid to the registered holder, or its legal representatives, successors or assigns, at the District Office of Rural Development in the City of Florence, South Carolina.

This Bond shall at all times be registered on registry books of the City to be kept in the office of the Clerk in the City of Florence, South Carolina, and each transfer to be valid shall be made on the registration books and similarly noted on this Bond.

This Bond is issued pursuant to Revenue Bond Refinancing Act (Chapter 17, Title 6, Code of Laws of South Carolina, 1976) (the "Enabling Act"), a Bond Ordinance duly adopted by the City Council of the City of Florence, South Carolina, the governing body of the City (the "Council") on October 24, 1989, as amended, a Series Ordinance adopted by the Council on \_\_\_\_\_, 2013 (collectively, the "Ordinance"), to acquire the Waterworks and Sewer System of the Town of Timmonsville, South Carolina.

RD may at any time assign and transfer this Bond in the manner above noted and in such case, notwithstanding that the Bond shall no longer be held by RD, the City shall continue to effect payment of all sums due hereon by way of principal and interest to RD, as collection agent for the holder hereof.

While this Bond is held by a party other than RD, prepayments made by the City may, at the option of RD, be remitted by RD to the holder promptly, or, except for the final payment, be retained by RD and remitted to the holder on a monthly installment due date basis. The effective date of every payment made by the City except payments retained and remitted by RD on an annual installment due date basis, shall be the date of the United States Treasury check by which RD remits the payment to the holder. The effective date of any prepayment retained and remitted by RD to the holder on an annual installment due date basis

shall be the date of the prepayment by the City, and RD will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

The City hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at rates, terms and conditions similar to the rates, terms and conditions offered by RD, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond is issued on a junior lien basis (the "Junior Lien Bond") in all respects with the following:

(a) 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");

(b) 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");

(c) 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");

(d) 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");

(e) 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");

(f) 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");

(g) 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");

(h) 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");

(i) the outstanding installments of an original issue of not exceeding \$10,626,372 plus capitalized interest, if any, South Carolina Water Pollution Control Revolving Fund Loan dated April 18, 2013;

(j) the outstanding installments of an original issue of not exceeding \$3,890,000 plus capitalized interest, if any, South Carolina Water Pollution Control Revolving Fund Loan to be dated September 16, 2013; and

(k) any additional indebtedness issued in the future on a parity with the obligations described in (a) through (j) above

(collectively the "Parity Bonds").

The Ordinance authorizes the issuance of additional bonds, which, when issued in accordance with the provisions of the Ordinance will rank equally and be on a parity with the bonds described in the preceding paragraph. This Bond shall be junior and subordinate in all respects to such Parity Bonds.

On any interest payment date beginning with the first interest payment date, the principal installments of this Bond may be prepaid in whole or in part without premium prior to their respective due dates at the option of the City either in whole or in part from any money which may be made available for such purpose.

If at any time it shall appear to RD that the City may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates, on comparable terms and repayment schedule for loans for similar purposes and periods of time, the City will, at RD's request, apply for and accept such loan in sufficient amount to repay RD.

This Bond is given as evidence of a loan to the City made by RD pursuant to the Consolidated Farm and Rural Development Act, and shall be subject to the present regulations of Rural Development and to its future regulations not inconsistent with the express provisions hereof.

Both the principal of and interest on this Bond are payable solely from the net revenues derived from the operation of the Waterworks and Sewerage System of the City (the "System") as provided in the Ordinance junior and subordinate to the pledge securing the Parity Bonds. This Bond shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or Laws of South Carolina. The City is not obligated to pay this Bond or the interest hereon, save and except from the net revenues derived from the operation of the System.

The City hereby agrees that it will continuously operate and maintain the System, and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (1) to provide for the payment of the expenses of the administration and operation, and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order; (2) to provide for the payment of the interest on and principal of the Parity Bonds and the Junior Lien Bond; and (3) to build up all reserves required by the Ordinance and the Enabling Act.

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

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond, exist, have happened, and have been done and performed in regular and due time, form and manner, and that the amount of this Bond does not exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, THE CITY OF FLORENCE, SOUTH CAROLINA, has caused this Bond to be signed in its name by the Mayor of the City of Florence, attested by the Clerk of said City, the

Seal of said City to be impressed hereon, and this Bond to be dated as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

(SEAL)

\_\_\_\_\_  
Mayor, City of Florence, South Carolina

Attest:

\_\_\_\_\_  
Clerk, City of Florence, South Carolina

This Bond delivered at Timmons ville, South Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2013.  
Interest hereon accrues from said date.

By: \_\_\_\_\_  
Clerk, City of Florence, South Carolina

FORM OF ASSIGNMENT

(A form similar to this but not attached to the within Bond may also be used)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond of the City of Florence, South Carolina, and hereby irrevocably constitutes and appoints \_\_\_\_\_ Attorney to transfer the same on books of the with full power of substitution in the premises.

\_\_\_\_\_

Dated:

\_\_\_\_\_, 20\_\_





STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

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

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council held on September 9 and \_\_\_\_\_, 2013. An interval of at least six days occurred between each reading. At each meeting, a quorum of City 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 \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk

**VII. c.  
Bill No. 2013-22  
First Reading**

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** September 9, 2013

**AGENDA ITEM:** Ordinance to Amend Zoning Ordinance  
First Reading

**DEPARTMENT/DIVISION:** Department of Planning, Research & Development

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**I. ISSUE UNDER CONSIDERATION:**

Request to rezone Tax Map Number 90029-02-021, from PD, Planned Development District to R-3, Single-Family Residential District.

**II. POINTS TO CONSIDER:**

- (1) The property is currently zoned PD, Planned Development District.
- (2) The property is part of the Hampton Park Subdivision.
- (3) A new sketch plan for this phase would be submitted to Planning Commission.
- (4) Rezoning the property would maintain compliance with the future land use designation, Neighborhood Conservation.

**III. CURRENT STATUS/PREVIOUS ACTION TAKEN:**

Planning Commission held a public hearing on August 13, 2013 regarding this matter. The Planning Commission voted unanimously (8-0) to approve the request.

**IV. OPTIONS**

City Council may:

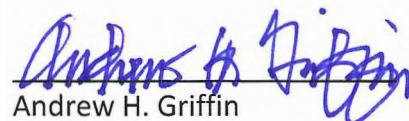
1. Approve the request as presented based on the information submitted.
2. Defer the request should additional information be needed.
3. Suggest other alternatives.
4. Deny the request.

**V. ATTACHMENTS:**

- (1) Ordinance
- (2) Map showing the location of the property



Phillip M. Lookadoo, AICP  
Planning, Research, & Development Director



Andrew H. Griffin  
City Manager

# TMN 90029-02-021 Location Map



**Legend**

- RoadSegment
- Parcels



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

**ORDINANCE NO. 2013-\_\_\_\_\_**

**AN ORDINANCE TO REZONE TAX MAP NUMBER 90029-02-021, FROM PD, PLANNED DEVELOPMENT DISTRICT TO R-3, SINGLE-FAMILY RESIDENTIAL DISTRICT:**

**WHEREAS**, a Public Hearing was held in the City Center Council Chambers on August 13, 2013 at 6:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, South Florence Developers, LLC made application to rezone Tax Map Number 90029-02-021, located off of Valparaiso Drive and Rosedale Street, from PD, Planned Development District to R-3, Single-Family Residential District;

**WHEREAS**, the rezoning request was made for developing a single-family residential subdivision;

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

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

1. That an Ordinance is hereby adopted by amending the Zoning Atlas of the City of Florence for the aforesaid property to R-3, Single-Family Residential District.
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence and posting of this amendment in the official Zoning Atlas.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013**

**Approved as to form:**

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James W. Peterson, Jr.  
**City Attorney**

---

Stephen J. Wukela,  
**Mayor**

**Attest:**

---

Dianne M. Rowan  
**Municipal Clerk**

**VIII. a.  
Resolution  
No. 2013-20**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** September 9, 2013  
**AGENDA ITEM:** Resolution  
**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

A resolution authorizing the City of Florence to provide local match funding in the amount of \$88,001 for a Community Development Block Grant through the Community Infrastructure Program. This grant has been awarded to Florence County to provide water infrastructure funds and engineering funds to upgrade the Town of Timmons ville water system.

**II. PREVIOUS ACTION TAKEN/CURRENT STATUS**

On July 12, 2013 the SC Department of Commerce awarded a Community Development Block Grant through the Community Infrastructure Program to Florence County in the grant amount of \$792,004 to be used for upgrades to the Timmons ville water system, and specifically for Highway 403 Water Treatment Plant improvements and to provide for a connector with the City of Florence.

**III. POINTS TO CONSIDER**


- A. This CDBG grant represents one of four essential grant funding sources needed to make the conveyance of the Timmons ville water and sewer system to the City feasible. The other grant sources for the Timmons ville water and sewer system upgrades include an EDA grant, a USDA Rural Development Emergency Community Water Assistance Grant and SRF Loan Principal Forgiveness funds.
- B. Because the City of Florence is not eligible for state CDBG funding, the CDBG funds were sought by and awarded to Florence County for assistance with the Timmons ville water system infrastructure upgrades.
- C. Funding for the project, in the total amount of \$880,005 requires a 10% funding match of \$88,001.
- D. Because the Timmons ville water and sewer system will be conveyed to the City of Florence by the Town of Timmons ville, the City of Florence will be responsible for providing the required 10% local funding match.
- E. The adoption of this resolution authorizing the City to provide the local funding match is required to finalize the CDBG grant process.


**IV. STAFF RECOMMENDATION**

Approval and adoption of the proposed resolution authorizing the City to provide the local funding match for a Community Development Block Grant through Community Infrastructure Program.

**V. ATTACHMENTS**

Proposed resolution; Grant Award letter; and CDBG Funding Proposal application.

  
\_\_\_\_\_  
Thomas W. Chandler  
Finance Director

  
\_\_\_\_\_  
Andrew H. Griffin  
City Manager

RESOLUTION NO. 2013-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE LOCAL MATCH TO THE STATE OF SOUTH CAROLINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR AN APPLICATION AWARDED TO FLORENCE COUNTY.**

**WHEREAS**, the State of South Carolina is authorized to make Community Development Block Grants (CDBG) to local governments with identified community and economic development needs/priorities, and

**WHEREAS**, Florence County has identified such needs and priorities and has made such information available to the citizens at duly advertised public hearings, and

**WHEREAS**, one of the needs involves assistance in upgrading the Town of Timmons ville water system infrastructure, specifically for Highway 403 Water Treatment Plant improvements and to provide for a connector with the City of Florence, and

**WHEREAS**, total CDBG project costs are estimated at \$880,005.00.

**NOW THEREFORE BE IT RESOLVED**, by the Florence City Council, South Carolina duly assembled this 9th day of September 2013:

- Section I.** That the City of Florence will provide local match funding for a Community Development Block Grant, Community Infrastructure Program, awarded to Florence County (4-CI-13-009) in the amount of \$88,001, to provide water infrastructure upgrade funds and engineering funds for the project.
- Section II.** That any cost savings that occur will be shared with Grants Administration on a pro-rata basis.
- Section III.** That the City of Florence will provide funding for costs exceeding the estimate of \$880,005.00, if any, for this project.
- Section IV.** That this Resolution shall be in full force and effect from and after its adoption.

**Approved as to form:**

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James W. Peterson, Jr.  
**City Attorney**

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Stephen J. Wukela  
**Mayor**

**Attest:**

---

Dianne M. Rowan  
**Municipal Clerk**

DEPARTMENT OF COMMERCE  
Grants Administration  
1201 Main Street, Suite 1600  
Columbia, South Carolina 29201

GRANT AWARD

Grantee: Florence County

Date of Award: July 12, 2013

Grant Title: Timmonsville Water Upgrades

Category: Community Infrastructure

Grant Period: 7/2013 – 7/2015

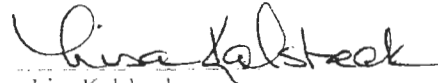
Award Amount: \$792,004

Grant Number: 4-CI-13-009

In accordance with the provisions of Title I of the Housing and Community Development Act of 1974 (P.L. 93-385), as amended and on the basis of the grant application submitted, Grants Administration hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and within the purposes and categories authorized. The acceptance of this award creates a contract between the State of South Carolina and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement. Contracts to be paid in whole or in part with funds from this grant must be submitted to Grants Administration for approval prior to execution. The special conditions for this grant, if any, are as follows:

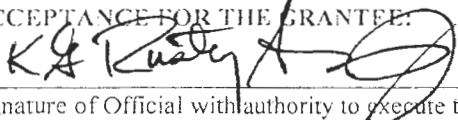
See attached Special Condition(s) for Community Development Block Grant (CDBG) #4-CI-13-009.

This contract shall become effective, as of the date of award, upon return of two copies of this grant award which have been signed in the space provided below. Both copies must have original signatures and must be returned within 15 days from the date above.



Lisa Kalsbeck  
Assistant Director, Federal Programs

ACCEPTANCE FOR THE GRANTEE:

  
Signature of Official with authority to execute this contract

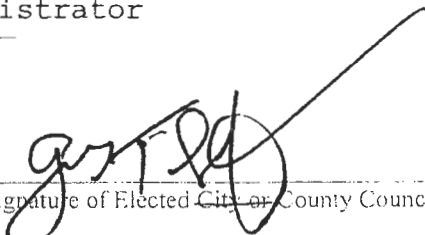
\_\_\_\_\_  
Date

K.G. Rusty Smith, Jr. County Administrator

\_\_\_\_\_  
Typed Name and Title of Authorized Official

ATTEST:

  
Signature of Elected City or County Council Member

  
Signature of Elected City or County Council Member

CFDA NO: 14.228



## CDBG Funding Proposal Project Information

<b>Block 1: Project Title</b> Timmonsville Regional Water System Improvements			
<b>Blocks 2 &amp; 3: Application Type</b>	<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Joint	<b>Block 4: Funding Sources</b> <span style="float: right;"><b>Amount</b></span>
	<input type="checkbox"/> Advance	<input checked="" type="checkbox"/> Reimbursable	
<b>Block 5: Applicant Information</b> Applicant Name and Address		CDBG Funds Requested <u>\$792,004</u>	
Florence County		Non-CDBG Funds* <u>\$88,001</u>	
180 North Irby Street, MSC-G, Florence, SC 29501		Grand Total Project Funding <u>\$880,005</u>	
Telephone <u>(843) 665-3035</u>		*Non-CDBG funding must equal or exceed 10% of the CDBG funds requested. Identify all non-CDBG sources and amounts needed to complete the project:  Source: <u>City of Florence</u> Amount: <u>\$88,001</u>  _____  _____	
Joint Applicant _____			
Date of Intergovernmental Agreement _____			
<b>Block 6: Program Category</b>			
<input checked="" type="checkbox"/> Community Infrastructure <input type="checkbox"/> Neighborhood Revitalization <input type="checkbox"/> Regional Planning <input type="checkbox"/> ARC <input type="checkbox"/> Community Enrichment <input type="checkbox"/> Ready to Go <input type="checkbox"/> Business Development			
<b>Block 7: National Objectives (check one)</b>			
<input checked="" type="checkbox"/> Low and Moderate Income Area Benefit: Census Tract(s) and Block Group(s) <u>2600 / 1,2,3</u> LMI determined using: <input checked="" type="checkbox"/> Census <input type="checkbox"/> Survey		<input type="checkbox"/> Low and Moderate Income Jobs: <input type="checkbox"/> Presumption Census Tract(s) and Block Group(s) _____ <input type="checkbox"/> New Jobs <input type="checkbox"/> Retained Jobs	
<input type="checkbox"/> Low and Moderate Income Limited Clientele <input type="checkbox"/> Low and Moderate Income Housing <input type="checkbox"/> Urgent Need		<input type="checkbox"/> Slum/Blight: <input type="checkbox"/> Area <input type="checkbox"/> Spot	
<b>Block 8: Subrecipient</b> <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Name: _____			
<b>Block 9: Project Summary</b>			
<i>This project will provide a regional solution and eliminate a health and safety threat for one of Florence County's municipalities (Timmonsville) through providing water system upgrades that address a SCDHEC Water System Sanitary Survey. Approximately 2,354 persons of whom 1,367 (58%) are low to moderate income will benefit from this project.</i>			
<b>Block 10: Proposal Contact</b>			
Name <u>Shannon Munoz, CD Director, PDRCOG</u>		Telephone <u>(843) 669-3138</u>	
Email <u>smunoz@sc.rr.com</u>			
<b>Block 11: Authorized Signature</b> <i>By signing this funding proposal, I hereby certify that the information being submitted is complete and correct and that the local government has authorized this submission and the commitments implied within.</i>			
<u>K.G. Rusty Smith, Jr., Administrator</u>			
Typed Name and Title of Chief Executive/Administrative Official		Signature	Date

Submit original, five copies (two copies for non-competitive programs) and an electronic (MS Word or PDF) version

## Program Certifications

As chief executive official of the local government, I hereby make the following certifications:

1. Is following the citizen participation requirements for the Community Development Block Grant (CDBG) Program including:
  - (a) Provides for and encourages citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;
  - (b) Ensures that citizens will be given reasonable and timely access to local meetings, information, and records relating to this unit of local governments proposed use of and actual use of CDBG funds;
  - (c) Furnishes citizens information, including but not limited to:
    - (1) The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);
    - (2) The range of activities that may be undertaken with CDBG funds;
    - (3) The estimated amount of CDBG funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and
    - (4) The proposed CDBG activities likely to result in displacement and the unit of local governments anti-displacement and relocation plans as required.
  - (d) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals in accordance with the procedures developed by the State. Such assistance need not include providing funds to such groups;
  - (e) Provides for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the State. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the disabled. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate;
  - (f) Provides citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the State and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of local government's application to the State. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the State;
  - (g) Provides citizens the address, phone number, and times for submitting complaints and grievances, and provides timely written answers to written complaints and grievances within 15 working days, where practicable.
2. Assures that all reasonable steps have been taken to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of CDBG assisted activities.
3. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

4. Will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of fee or assessment that relates to the capital costs of such public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
5. Has adopted and is enforcing:
  - (a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - (b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
6. Will conduct and administer the grant in conformance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations and agrees to take actions to affirmatively further fair housing.
7. Will certify, to the best of the certifying official's knowledge and belief, that:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report lobbying in accordance with its instructions; and
  - (c) It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
8. Will comply with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and with other applicable State and Federal laws.

*I declare that I am duly authorized, under the laws of the above-named unit of general local government, to make the foregoing certifications and acknowledge that these certifications may not be construed to restrict the responsibility or authority of the above-named unit of local government for the development and execution of its community development program as required by Title I of the Housing and Community Development Act of 1974, as amended, and the laws, regulations, and the policies of the State of South Carolina.*

**K.G. Rusty Smith, Jr., Administrator**

Florence County

Typed Name and Title of  
Chief Elected or Executive Official

Unit of Local Government

Signature

Date

## Conflict of Interest Certification

In the procurement of supplies, equipment, construction, and services by recipients and subrecipients, the provisions of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991 apply. In all cases not governed by the ethical standards of the South Carolina Ethics, Government Accountability, and Campaign Reform Act of 1991, such as the acquisition and disposition of real property and the provision of assistance with CDBG funds by the recipient or its subrecipients to individuals, businesses and other private entities under eligible activities, the conflict of interest provisions in the State CDBG regulations at 24 CFR Part 570.489 (h) apply in addition to the State Ethics Law.

CDBG requirements pertaining to conflict of interest are summarized as follows:

**Conflicts Prohibited** - Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, **the general rule is that no persons (described below under "Persons Covered") who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.**

**Persons Covered** - The Conflicts of Interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the State, the unit of local government, or of any designated public agencies or subrecipients that are receiving CDBG funds.

**Exceptions** - Upon the written request of the applicant/recipient, Grants Administration may grant an exception to the provisions of this section on a case-by-case basis if there has been public disclosure of the conflict and it is determined that such an exception will serve to further the purposes of Title I and the effective and efficient administration of the program or project of the State or the unit of local government.

**Certification** -

*The unit of local government submits this application with the assurance that any conflict of interest as defined above or any appearance of conflict has been disclosed publicly and with this application; and the unit of local government has complied with State law and CDBG regulations. Any affected person has withdrawn from functions, responsibilities, or decision making with regard to the grant. It is further certified that if this grant is awarded, the unit of local government will disclose any potential conflict or the appearance of conflict before taking any action to approve assistance and will fully comply with these requirements.*

If not already identified in the application, the following potential conflicts exist:

<u>Name</u>	<u>Type of Conflict</u>
	NONE
_____	_____
_____	_____
_____	_____

Unit of Local Government:	<u>Florence County</u>	Project:	<u>Timmonsville Regional Water Improvements</u>
Name of Certifying Officer:	<u>K.G. Rusty Smith, Jr.</u>	Title:	<u>Administrator</u>
Signature:	_____	Date:	_____

**COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM INCOME PLAN**

**Applicant/ Grantee Name:** Florence County **Grant Number:** CI-13-41  
**Project Title:** Timmons ville Regional Water Improvements **Date:** \_\_\_\_\_

**A. Program Income on Hand**

1. Does the applicant (or any subrecipient) have CDBG program income on hand?  Yes  No
2. If yes, what grant(s) generated the program income? Grant # \_\_\_\_\_
3. Total amount of program income on hand: \$ \_\_\_\_\_
4. Are the program income funds in a Grants Administration-approved Revolving Fund?  Yes  No  
 If yes, give the purpose of the fund and the amount in the fund: \$ \_\_\_\_\_  
 Purpose: \_\_\_\_\_

**B. Program Income Determination**

1. Does the applicant expect this project in combination with income from other CDBG projects to generate income in excess of \$35,000 in a single year?  Yes  No
  - ◆ If no program income is expected, but the grantee receives program income before the grant is programmatically closed, the grantee agrees that it will be used to defray CDBG project costs in accordance with Grants Administration requirements, or returned to the State. The grantee also agrees to notify Grants Administration immediately upon receipt of any unanticipated income.
  - ◆ After programmatic closeout, if unexpected program income in excess of \$35,000 in a single year is received, the recipient agrees to notify and return the funds to Grants Administration immediately.
2. If yes to Question B-1, does the applicant wish to retain the program income?  Yes  No  
 If yes, complete Part C, Program Income Plan.  
 If no, the grantee agrees to remit the program income to the State in accordance with Grants Administration policies and procedures.

**C. Program Income Plan**

If program income is proposed to be retained, attach additional sheets providing a detailed description of the following information: (Each page must be initialized and dated by the authorized official)

1. Describe the need for continuing the same activity which generated the program income and how the proposed use of program income will serve to address the need in a timely manner.
2. Describe how the grantee will ensure that activities undertaken with program income will be in accordance with this plan, will meet a national objective, and will comply with applicable requirements of Title I and other Federal regulations such as citizen participation, environmental review, acquisition, relocation, and labor requirements, etc. Identify the entity that will administer the program income.
3. Describe the administrative procedures for collecting, distributing, accounting and reporting the program income.
4. Provide an anticipated time frame for program income receipts and expenditures.
5. Provide assurance that the grantee will return all unexpended funds and collectable accounts to the State in the event the State finds evidence of fraud, waste, mismanagement, and/or substantial non-compliance with the Program Income Plan.

**A Program Income Annual Report must be submitted by January 5 for the preceding calendar year if any program income is anticipated or received from this or any previously funded CDBG grant.**

**K.G. Rusty Smith, Jr., Administrator**

\_\_\_\_\_  
 Typed Name and Title of Authorized Official

\_\_\_\_\_  
 Signature

<b>Budget</b>		
<b>Grant #</b> CI-13-41	CDBG Funds Requested <i>COLUMN 1</i>	Non-CDBG Funds* <i>COLUMN 2</i>
Acquisition		
Property Disposition		
Clearance		
Code Enforcement		
Rehabilitation- Private Property		
Rehabilitation- Commercial		
Rehabilitation- Personnel		
New Housing Construction		
Relocation <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent		
Water Facilities	\$757,004	\$18,624
Sewer Facilities		
Flood and Drainage Facilities		
Street Improvements		
Community Center/Facility Identify _____		
Other Public Facilities Improvements Identify _____		
Removal of Architectural Barriers		
Interim Assistance		
Public Services		
Economic Development Assistance to "Non-Profit"		
Economic Development Assistance to "For-Profit"		
Microenterprise Assistance		
Other Activities Identify _____		
Engineer/Architect		\$69,377
Planning Only		
General Administration	\$35,000	
<b>Grand Total</b>	<b>\$792,004</b>	<b>\$88,001</b>

\* If non-CDBG funds include non-cash contributions, please check this box and include an itemized list in the attachments. (Tab 1)

## Target Plan

<b>Project Title:</b> <i>Timmonsville Regional Water Improvements</i>						
Primary Activities (Do not list engineering or administration)	CDBG Eligibility Section	National Objective	Measures (Benefits)			
			Total Persons	LMI Persons	% LMI	# of Units
Water Facilities	105 (a) (2)	LMA	2,354	1,367	58%	930
<b>Budget</b> (Attach PER or detailed budget)						
Activity (from Budget Page)		Non-CDBG Funding Source	Non-CDBG Funds	CDBG Funds		
Water Facilities			\$18,624	\$757,004		
Engineering		City of Florence	\$69,377			
Administration						
<ul style="list-style-type: none"> <li>• Pre-agreement costs for proposal preparation</li> <li>• Pre-agreement costs for environmental review (only if applicable)</li> <li>• General Administration</li> </ul>				\$3,000		
				\$32,000		
<b>Cost Estimate:</b> Date: _____		3/13	<b>Subtotals</b>	\$88,001	\$792,004	
Source: URS			<b>Project Total:</b>		<b>\$880,005</b>	
<b>Work Plan</b>						
Milestones (Tasks)		Resources (Responsible Persons/Organizations)			Cumulative Timeframe (months x-x)	
Start-up Checklist & ERR		PDRCOG			1-3	
Complete Design		URS			1-4	
Permits (SC DOT, SC DHEC)		URS			4-5	
Procurement: Bid of Regional Water Improvements		Florence County / URS / PDRCOG			6	
GA Approval of Procurement Process		GA			7	
Construction of Regional Water Improvements		Contractor			8-13	
Davis Bacon Requirements		PDRCOG			8-13	
Program & Financial Monitorings		PDRCOG / GA			10 - 12	
Final Draw & As built		PDRCOG / Florence County / URS			13 - 14	
Closeout Process		PDRCOG / Florence County / URS			14 - 15	

## Project Readiness Checklist

*Complete for ALL projects to document readiness to proceed.*

### Design

- Engineer/architect under contract and paid by local government or other funding source.

Identify engineer/architect: URS (Florence & Columbia offices)

- Project is designed and bid specifications prepared.
- RFP planned for engineering/architectural services.

### Permits (Identify Permitting Agency)

- Issued. Agency/Date: \_\_\_\_\_ Agency/Date: \_\_\_\_\_
- Submitted. Agency/Date: \_\_\_\_\_ Agency/Date: \_\_\_\_\_
- Ready for submission. Agency/Planned submission date: \_\_\_\_\_
- Not required or not yet submitted. Explain: Permits will be requested in months 4 & 5.

### Bids *(may not occur until the environmental conditions have been released by DOC)*

- Have already been taken. Date: \_\_\_\_\_
- Not advertised. Anticipated advertise date: January 2014

### Environmental review of activities/neighborhood

- Complete. Date submitted to GA: \_\_\_\_\_
- In process. Anticipated publication date: October 2013
- 8-step process for floodplains or wetlands required and/or Section 106 historic impact anticipated. If yes, explain and give status:

### Acquisition of land/easements *(may not occur until the environmental conditions have been released by DOC)*

- Completed. Explain: \_\_\_\_\_
- Required. Identify type and amount needed: \_\_\_\_\_
- None required. Explain: Improvements are located at existing water plant and SCDOT right-of-ways.

### Other project financing

- All funds approved and committed. **Attach** commitments in Tab 1.
- Funds applied for. Status: \_\_\_\_\_
- No additional funds required.

### Other project activities

- Other activities undertaken that will reduce the start up time for the project. Describe: Engineer working on project. No acquisition needed.
- No project activities undertaken beyond application preparation.



## Proposal Narrative

### 1. Describe the need for the project:

- Identify the type and severity of the problem, including the degree that health and safety are affected.
- Identify the availability, accessibility and capacity of existing facilities, services or programs.

*The Town of Timmons ville’s Water System is currently under a SCDHEC Consent Order 11-011-DW resulting from unsatisfactory sanitary surveys conducted on their water system (URS, p.4). Based on the most recent survey dated October 9, 2012, the system is considered unsatisfactory. It is noted within the survey that the filters at the 403 Water Treatment Plant are not operating properly. The survey also documented that there have been 24 complaints received from customers regarding water quality since July 31, 2012. Many of the complaints stem from the facility’s inability to filter the water properly. The Iron levels in the raw water source are 1.55 parts per million or 5 times the recommended allowable iron concentration from municipal sources. In addition, the Town has a Main Street plant with a clearwell that was suggested by SCDHEC in their Water System Survey letter that be taken out of service. This type of well is no longer allowed by SCDHEC.*

*In addition, Chlorine residuals that have been measured by SCDHEC have been non-detectable in some parts of the distribution system. Per SCDHEC, “low chlorine residuals can lead to numerous water quality problems”.*

*In December 2012, the Town of Timmons ville had an incident where the water system had a complete loss in pressure stemming from leaks in the system, near the plant, and a swindling water supply due to failing equipment where most of it has outlived its useful life and funds were not available to replace or upgrade it. This incident also left the Town’s three water towers nearly dry. This incident left the Town without a supply of water with the exception of a small “emergency” connection with the City of Florence. If an emergency or fire were to occur, the Town’s system would not be able to adequately handle it. This is especially concerning not only to residents, SCDHEC, but also a local industry, Honda. This sends negative signals to other businesses that might be considering the area within Florence County.*

*All of these factors result in potential health and safety hazards for residents of the Town of Timmons ville.*

- Quantify the number of persons, households and businesses affected.

*There are approximately 2,354 persons of whom 1,367 are low to moderate income affected. The Town currently serves 1,046 customers with water (930 residential and 115 commercial users) and 1 industrial user, Honda.*

## 2. Describe the project location:

- Identify the project location or target neighborhood.

*The project is located within Florence County in the Town of Timmonsville. Water System upgrades will occur at the existing Highway 403 Water Treatment Plant located off of Cale Yarborough Hwy in the Southwestern portion of the Town of Timmonsville. The interconnection with the City of Florence will occur on E. Smith St./ Highway 76 located in the Northeastern portion of the Town of Timmonsville. The project will benefit the entire Town of Timmonsville since it will upgrade the water distribution system and make it stronger.*

- Describe the service area and how it was determined.

*The service area consists of the Town of Timmonsville. The Town of Timmonsville's drinking water system is currently under SCDHEC Consent Order 11-011-DW resulting from unsatisfactory sanitary surveys conducted on their water system. The service area is comprised of predominately low and moderate income persons. The service area is in imminent danger of not having a sanitary water system for its residents. Therefore, Florence County decided to step in along with the City of Florence to provide a Regional approach to solve the failing water system's problems.*

## 3. Describe the project:

- Describe the primary and any associated activities (engineering, acquisition, connections, limited rehab, fees, etc.).

*The primary activity will be in the Water Facilities line item involving two components: Highway 403 Water Treatment Plant improvements(Filter piping, media (4), nozzles, vessels, control system, Chlorination System, Lime Feed System, Air Compressor and Aerator, Electrical) and a Connector with the City of Florence (800 LF of 12" HPDE and 1,420 LF of 10" pipe and related appurtences). The Connector is different from the "Emergency" connection that Timmonsville currently has with the City of Florence. This Connector will be a full connector and will allow for the SCDHEC recommendation that the Main Street plant be taken off line. CDBG funds will account for \$757,004 and local match funds will account for \$18,624, for a Water Facilities total of \$775,628.*

*Associated activities will consist of Engineering and General Administration. Engineer services provided by URS (Columbia and Florence) will be paid for entirely by matching funds (\$69,377). CDBG funds will pay for General Administration (\$35,000).*

- Describe how the project will work (construction and/or implementation).
  - Describe programs and/or services to be provided, hours of operation and fees.
  - Identify who will carry out each activity.

*Florence County is the lead Applicant for this project and all CDBG and local match funds will be handled through Florence County. In June 2013, the City of Florence will assume all debt associated with the Town of Timmonsville's Water & Sewer system along with all responsibilities of the operation and maintenance of the system.*

*Once URS has designed the project and the Start-up checklist is complete, Florence County will advertise for bids for a water facilities construction contractor. Once the lowest responsible bidder has been approved by Grants Administration, construction will start. Since this project does not involve any custom components, construction should not take any longer than 120 days. During this time, all Davis Bacon requirements will be obtained by the Pee Dee Regional COG on behalf of Florence County. In addition, the Pee Dee Regional COG will ensure that all other CDBG program requirements are met. Florence County along with URS will oversee the project to make sure that the items constructed match the specs. Once the project is complete, Florence County will turn over the water system upgrades to the City of Florence for operation and maintenance.*

*The customers of the water system will not see a rate increase due to the economic conditions surrounding the Town of Timmons ville and the inability of the customers to pay an increased utility bill.*

**4. Describe any alternatives considered, and past efforts to address the problem or revitalize the targeted area:**

- Identify plans, previous improvements or programs and when they were completed.

*There have been several alternatives considered over the last several years to address the problems of the water distribution system in the Town of Timmons ville.*

*Past efforts made by the Town of Timmons ville include repairs made to the clear well located at the Main Street water plant and repairs made to its distribution system. In addition, the town undertook a preliminary water analysis that was completed by Weaver Engineers. In 2011, the Town submitted an application and was awarded a grant to help address their clear well that was written up in a SCDHEC Consent Order. Due to the Town's capacity to undertake the grant and their available resources to operate and maintain the proposed improvements, the grant was rescinded. Both the City of Florence and Florence County have provided resources to the Town to help make upgrades to the Timmons ville's water system.*

*In addition, SCDHEC, USDA, and EPA have all been involved with reviewing the dilapidated systems in Timmons ville (both water and sewer). The Town administrator has a weekly call with EPA to discuss issues, system monitoring, and record keeping.*

*According to the Preliminary Engineering Report (URS, April 2013), Alternate 1 would not include improvements at the Highway 403 Water Treatment Plant. As a result, the plant would continue to deteriorate and not provide adequate treatment for the Town's drinking water system. Alternate 1 would also not allow for the Connector in the Northeastern portion of the Town with the City of Florence's drinking water system. Without this connector, the failing Main Street plant which SCDHEC stated in their October 9, 2012 letter stated, "Given the age and condition of the clearwell, the town may want to consider taking the clearwell out of service before major repairs are needed".*

- Discuss why the project is the most viable alternative to provide a long term solution.

*The proposed project is the most viable, cost effective, and long term solution to the deteriorating water system conditions for the Town of Timmonsville residents because this project offers a “Regional Solution” where several public agencies have stepped in to deal with the problem. This project is also the most viable alternative because it directly addresses several item numbers (1, 6, 7, 8, 10, 14, 15) in the October 9, 2012, SCDHEC Sanitary Survey from Consent Order 11-011-DW. This project provides upgrades to the Hwy. 403 plant so that it can operate properly by eliminating high iron levels while providing Chlorination to the system that in some places is non-existent. In addition, this project provides a long term solution because the Connector with the City of Florence allows the removal of the failing Main Street clear well, and strengthens the overall system so that water pressure is never reduced, fire protection is always available, and an industry such as Honda who just announced in November 2012 that they were creating 65 new jobs with a \$27 million investment would not have to worry that they would have to stop operations or not be protected in the event of a fire.*

*This project is the most viable alternative and takes a necessary, responsible, Regional approach to water system sustainability and accountability.*

##### **5. Describe how the project will achieve each of the following outcomes:**

- Supports a healthy and safe community.

*This project is the key to supporting a healthy and safe community because it helps eliminate portions of a SCDHEC Consent Order / Sanitary Water Survey through upgrading and improving a stable, sanitary water system for the Town of Timmonsville. This project will eliminate the current conditions listed in the SCDHEC Survey:*

- *high iron levels in the water*
- *lack of Chlorine residuals in some parts of the distribution system*
- *eliminate customer complaints about discolored water and odorous water*
- *upgrade of media filters at the 403 plant so that they will operate and filter iron properly*
- *taking the Main Street clearwell out of service*

*This project ensures that the community of Timmonsville is sustained through having a sanitary and stable water supply that is essential and non-negotiable.*

- Contributes to community sustainability – economically and environmentally
  - Describe any environmental protection, energy conservation or efficiency, or green building components of the project.

*This project will have tremendous positive effects on environmental protection, energy conservation and green building efforts and initiatives. The upgrade of the Hwy. 403 Water Treatment Plant is a key component of the Town’s water distribution system. This system is established and requires very little land disturbance which is considered a green building activity. Installing a full Connection with the City of Florence in the Northeastern portion of Timmonsville will enable the existing Main Street well system to be taken off line (per SCDHEC recommendation) and will make the system more efficient and less resources will be needed for sustainability.*

*This project also reduces the amount of energy needed to run the water plant and increases its efficiency through newer technology. This project reduces the carbon footprint of the Town. The upgraded Hwy 403 Water Treatment Plant along with the interconnection will eliminate the imminent health threat of extremely low water pressure and available water for potential fires. In addition, this project addresses multiple items in a DHEC Sanitary Survey and will reduce the amount of Iron found in the system which could pose a health threat not only to the customers, but to the environment.*

*Through the regional solution that the upgrades this project proposes, the Town's Water Treatment and Distribution system that provides water for all of its residents, businesses, and Honda will be made safer, more efficient, and an imminent health and safety threat is removed.*

- Describe why the project will act as a stimulus for additional investments.  
*This project will act as a stimulus for additional investments within the area because it eliminates many of the conditions that the existing substandard water treatment system is experiencing where many of its key components have outlived their useful life. Currently, industry and leaders around the Pee Dee Region are scared that the water system will fail. This project (Hwy 403 upgrades and the Connection with the City of Florence) will strengthen the Town's system to help ensure that failures like the one that occurred in December 2012 will not reoccur. Water service to the Honda plant was temporarily disrupted because the Town's water system pressure fell too low for the plant's operational requirements. At the time of the Honda incident, only one of the three wells that supply the town's water was fully operational. This same incident left all three of the Town's water towers nearly dry. According to Jeff Helton, Vice President, Honda, "...the incident did raise concerns over whether or not pressure would be sufficient to address an emergency situation – such as a fire, should it arise". Most large manufacturers use immense amounts of water and depend on it for fire protection. This project will strengthen the Town of Timmons ville's water system infrastructure needs and it will enable the Town to serve additional industry with confidence.*

#### **6. Describe how the project outcome will be sustainable:**

- Describe how improvements will be maintained and who is responsible.  
*The City of Florence will operate and maintain the interconnection and Hwy 403 Water Treatment Plant once all construction is complete and the grant is closed out by Florence County.*
- Explain how operating budgets are sufficient to sustain facilities, services or improvements and why the project does not create a new, undue operating burden. Include information about recent or planned rate increases.

*The City of Florence will sustain the improvements to Timmons ville's Water System without creating a new, undue operating burden for the Town of Timmons ville. The Town of Timmons ville is unable to finance the much needed system improvements and the citizens cannot afford any rate increases in the near future. Therefore, no rate increases are initially planned by the City of Florence.*

*This project offers a Regional approach to sustain a failing water system and thus the sustainability of the Town of Timmons ville and economic viability of Florence County.*

**ATTACHMENTS TAB 1**  
**FLORENCE COUNTY REGIONAL WATER SYSTEM UPGRADE**  
**(TIMMONSVILLE)**

**APPLICANT INFORMATION, COST ESTIMATES AND FUNDING**

**Applicant Information**

- Attach** Intergovernmental Agreement for Joint Applications
- Attach** documentation of active SAM (System for Award Management) Registration. Documentation should include a printout showing DUNS #, CAGE #, registration status and address with a valid zip+4. (Note that a zip code with "0000" as its +4 is not acceptable and must be changed through the US Post Office website.)

**Costs**

- Attach** a detailed cost estimate and preliminary engineering report
- Attach** a list of any CDBG-assisted equipment to be purchased
- Attach** deed showing public ownership or justification of acquisition costs

**Non-CDBG Funding Commitments**

- Attach** commitments for non-CDBG funds needed for the project
- Attach** an itemized list of all non-cash contributions (i.e. waiver of fees, donation, volunteer labor, etc.) by type and amount.
- Attach** written private or non-profit developer agreements with performance requirements

**ATTACHMENTS TAB 2**  
**FLORENCE COUNTY REGIONAL WATER SYSTEM UPGRADE**  
**(TIMMONSVILLE)**

**SUSTAINABILITY**

**Operating Budgets**

- Attach** fee and rate schedules  
(For water/sewer projects, provide rate schedules per 6,000 gallons)
- Attach** documentation that existing facilities have the capacity to serve the proposed water/sewer activities
- Attach** a five-year operating budget (revenues and expenditures with funding sources) for new facilities or services, or private or non-profit development
- Attach** development budget showing sources and uses for any private or non-profit development
- Attach** commitment from local government that any public services funded as part of this grant will be continued after the grant without creating a new undue operating burden

**ATTACHMENTS TAB 3**  
**FLORENCE COUNTY REGIONAL WATER SYSTEM UPGRADE**  
**(TIMMONSVILLE)**

**NATIONAL OBJECTIVE**

**Low and Moderate Income**

- Attach** census data, or
- Attach** survey instrument and summary of survey results, or
- Attach** limited clientele documentation

**Slum/Blight**

- Attach** area designation, and/or
- Attach** inspection report for spot blight





- \* Non-CDBG funds can include: Cash, In-kind Work, Donated Materials, Donated Equipment, or Value of Volunteer Labor
- \*\* Any vacant, habitable units and households not responding must be counted as non-LMI to determine eligibility. Only occupied units must be listed on Target Plan.

**ATTACHMENTS TAB 4**  
**FLORENCE COUNTY REGIONAL WATER SYSTEM UPGRADE**  
**(TIMMONSVILLE)**

N/A

**LIMITED REHABILITATION OR WATER/SEWER CONNECTIONS**

- Attach** an Initial Property Assessment for each unit to be assisted with limited and exterior rehabilitation
- Attach** commitments from all owners to participate in limited and exterior rehabilitation
- Attach** commitments from all rental property owners to participate, provide required match (limited rehabilitation) and comply with program requirements

**ATTACHMENTS TAB 5**  
**FLORENCE COUNTY REGIONAL WATER SYSTEM UPGRADE**  
**(TIMMONSVILLE)**

**NEED**

- Attach** documentation of the extent of need (i.e., letters from DHEC, consent orders, market studies, data, ISO analysis, etc.)
- Attach** digital photos of area. Include a photo of each building involving rehabilitation or demolition. Include the street address or site on digital photos.
- Attach** revitalization plan for Neighborhood Revitalization and downtown revitalization projects. The plan should identify all activities proposed for CDBG assistance.

**ATTACHMENTS TAB 6**  
**FLORENCE COUNTY REGIONAL WATER SYSTEM UPGRADE**  
**(TIMMONSVILLE)**

**CITIZEN PARTICIPATION**

- Attach** copies of minutes from the needs assessment and application public hearings
- Attach** attendance logs from the needs assessment and application public hearings
- Attach** needs assessment document
- Attach** documentation of outreach efforts to involve citizens

**ANTI-DISPLACEMENT AND RELOCATION PLAN**

- Attach** a copy of the applicant's residential anti-displacement and relocation assistance plan and temporary relocation plan if proposed

**ATTACHMENTS TAB 7****FLORENCE COUNTY REGIONAL WATER SYSTEM UPGRADE**  
**(TIMMONSVILLE)****MAPS**

- Attach** a map showing the target neighborhood or service area within the unit of local government jurisdictional boundaries. Maps should include street names.
- Attach** a map showing the location of all related and existing public facilities and the proposed facilities or improvements.
- Attach** a Flood Insurance Rate Map (FIRM), showing the location of all proposed activities.
- Attach** a National Wetlands Inventory (NWI) map, showing the location of all proposed activities.
- Attach** a preliminary site map and design sketch for buildings or development.
- Attach** a map showing location of the project by census tract and block group.
- Attach** map(s) of the applicant's jurisdiction showing concentrations of low and moderate income and minority persons.

**IX. a.  
Appointments  
Boards/Commissions**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** September 9, 2013

**AGENDA ITEM:** Report To Council / Boards & Commissions

**DEPARTMENT/DIVISION:** City Council

**I. ISSUE UNDER CONSIDERATION:**

Council will consider nominations for City's Boards and/or Commissions.

**II. CURRENT STATUS/PREVIOUS ACTION TAKEN:**

1. There are two Boards/Commissions that have vacancies or expiring terms.

**III. ATTACHMENTS**

Spreadsheet of Council Nominations to Boards and Commissions  
List of expiring terms and vacancies  
Applications received to date

  
\_\_\_\_\_  
Andrew H. Griffin  
City Manager







**APPLICATION FOR BOARDS AND COMMISSIONS**  
**CITY OF FLORENCE**  
**SOUTH CAROLINA**

Board or Commission for which you are applying: <i>Parks, Beautification and Leisure Services Commission</i>			
Your Name (Last, First, Middle) <i>Miller, John W</i>		County <i>Florence</i>	Council District <i>1 (one)</i>
Residential Address <i>1501 N. Carnaby Circle</i>		City <i>Florence</i>	State <i>South Carolina</i>
Mailing Address <i>1501 N. Carnaby Circle</i>		City <i>Florence</i>	State <i>South Carolina</i>
Your Occupation - Title <i>Retired Grants Administrator</i>		Business Phone <i>N/A</i>	Residence Phone <i>843 669-6006</i>
Employer Name <i>SC Employment Commission</i>		E-Mail Address <i>jmiller70@sc.rr.com</i>	
Employer Address <i>1550 Gadsden St.</i>		City <i>Columbia</i>	State <i>South Carolina</i>
			Zip Code <i>29202</i>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? *67 yrs.*

Why would you like to serve? *See attached sheet*

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:  
*See attached sheet*

Have you formerly served on any Commissions/Boards of the City/ County/ State? If so, please list:  
*See attached sheet*

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:  
*See attached sheet*

Are you involved in any Community Activities? If so, please list:  
*See attached sheet*

What are your goals and objectives if appointed to the Commission/Board?  
*See attached sheet*

I certify that the information above is true and correct. **Information on this form will be considered public information.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**RETURN COMPLETED FORM TO:**

Office of the City Clerk  
 City of Florence, City County Complex AA,  
 180 N. Irby Street, Florence, SC 29501  
 Fax: 843-665-3110

**FOR OFFICE USE ONLY**

Received:	<i>8-6-2013</i>
Appointed to:	
Date:	

## APPLICATION FOR BOARDS AND COMMISSIONS

John W. Miller

### **Why would you like to serve?**

It can be said that a city is judged by its appearance and the quality of recreation it provides for its citizens. As a lifelong resident of the City Florence it has always been my goal to contribute to my community in every positive way that I can to enhance the lives of all citizens of this great city.

### **Do you presently serve on any Commissions/County/State?**

Presently I serve as Vice-President of the Senior Citizens Association.

### **Have you formerly served on any Commissions/Boards of the City/County/State?**

I am a past Chairman of the Florence County Senior Center Commission (2007-2009), and served on the Senior Center Commission from 2005 to 2010

Former President of the Florence Athletic Hall of Fame Board of Directors

Former member of the Boys and Girls Club of the Pee Dee Board of Directors

### **Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence?**

The Senior Citizens' Association

### **Are you involved in Community Activities?**

Wilson High School Alumni Association

North Vista Elementary School Advisory Committee

Greater Wilson Heights Neighborhood Crime Watch

### **What are your goals and objectives if appointed to the Commission/Board?**

It is my intent to:(a) provide input in the ongoing gateway beautification effort presently underway;(b) advocate for more and improved recreational facilities; and (c) ensure that the services provided to our citizens are of comparable quality to services provided anywhere in the state.



APPLICATION FOR BOARDS AND COMMISSIONS  
CITY OF FLORENCE  
SOUTH CAROLINA

Board or Commission for which you are applying: <i>Parks Beautification and Leisure Services Commission</i>			
Your Name (Last, First, Middle) <i>POSTON NATHANIEL ROWELL</i>		County <i>Florence</i>	Council District
Residential Address <i>1401 Woods Road</i>		City <i>Florence</i>	State <i>South Carolina</i>
Mailing Address <i>PO Box 1585</i>		City <i>FLORENCE</i>	Zip Code <i>29501-1585</i>
Your Occupation - Title <i>REAL Estate AGENT</i>		Business Phone <i>843.615.2678</i>	Residence Phone <i>- SAME -</i>
Employer Name <i>William Stafford Poston</i>		E-Mail Address <i>NPOSTON@POSTONREALTY.COM</i>	
Employer Address <i>1407 West Evans Street</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? *28 yrs*

Why would you like to serve?

*Florence has great potential and location to attract entrepreneurs, visitors, corporations and locals to live and prosper, which I vitimutally foster and promote.*

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:

*Advisory Sub-Committee for UDD for Florence*

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:

*- NONE PRESENTLY -*

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:

*From May 14, 2011 to August 31, 2011, Diligently and persistently, without monetary compensation/commission from either agreeing parties, found an common ground that allowed the existence of the meanwhile Downtown Project of which Enclave Junction continues to thrive.*

Are you involved in any Community Activities? If so, please list:

*- NONE PRESENTLY -*

What are your goals and objectives if appointed to the Commission/Board?

*Obtain and foster distinctive and marketable aspects of Florence, while planning for growth through innovation and satisfaction of ever changing social needs*

I certify that the information above is true and correct. Information on this form will be considered public information.

Signature

*Nathan Poston*

Date

*10/02/2012*

**RETURN COMPLETED FORM TO:**

Office of the City Clerk  
City of Florence, City County Complex AA,  
180 N. Irby Street, Florence, SC 29501  
Fax: 843-665-3110

**FOR OFFICE USE ONLY**

Received:	<i>12-7-2012</i>
Appointed to:	
Date:	



**APPLICATION FOR BOARDS AND COMMISSIONS**  
 CITY OF FLORENCE  
 SOUTH CAROLINA

Board or Commission for which you are applying: <b>Board Member</b>			
Your Name (Last, First, Middle) <b>POSTON, KRISTY LELAND</b>		County <b>Florence</b>	Council District <b>#3</b> <del>County Council #8</del>
Residential Address <b>1126 Third Loop Rd Apt H</b>		City <b>Florence</b>	State <b>South Carolina</b>
Mailing Address <b>1126 Third Loop Rd Apt H</b>		City <b>Florence</b>	Zip Code <b>29505</b>
Your Occupation - Title <b>Front Office Assistant</b>		Business Phone <b>843-674-1460</b>	Residence Phone <b>843-496-0304</b>
Employer Name <b>Carolinas Medical Alliance</b>		E-Mail Address <b>kristymleland@gmail.com</b>	
Employer Address <b>805 Pamplico Hwy Suite B310</b>		City <b>Florence</b>	State <b>South Carolina</b>
			Zip Code <b>29505</b>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? **9yrs**

Why would you like to serve?  
**I am an up and coming family woman and young professional who can bring fresh ideas to the city**

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:  
**No**

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:  
**No**

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:  
**No**

Are you involved in any Community Activities? If so, please list:  
**I attend community events and wish to be involved with more**

What are your goals and objectives if appointed to the Commission/Board?  
**to make the city more appealing and**

I certify that the information above is true and correct. **Information on this form will be considered public information.**

**Kristy Poston**  
 Signature

**03/28/2013**  
 Date

**RETURN COMPLETED FORM TO:**  
 Office of the City Clerk  
 City of Florence, City County Complex AA,  
 180 N. Irby Street, Florence, SC 29501  
 Fax: 843-665-3110

<b>FOR OFFICE USE ONLY</b>	
Received:	<b>4-1-2013</b>
Appointed to:	
Date:	



**APPLICATION FOR BOARDS AND COMMISSIONS**  
 CITY OF FLORENCE  
 SOUTH CAROLINA

Board or Commission for which you are applying: <i>Any</i>			
Your Name (Last, First, Middle) <i>Raines Charles E.</i>		County <i>Florence</i>	Council District
Residential Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>
Mailing Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>
Your Occupation - Title <i>Restaurant / Part Owner</i>		Business Phone <i>843-245-9941</i>	Residence Phone <i>843-373-8398</i>
Employer Name <i>Struttin Turkey BBQ</i>		E-Mail Address <i>rainescharlie@hotmail</i>	
Employer Address <i>3051 S. Irby St.</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29501</i>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? *5 yrs*

Why would you like to serve?  
*I believe that I have a talent to bring people together to accomplish bigger things. I believe community is the key to building stronger families.*

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:  
*I currently serve on the Board of Trustees for the Florence County Library.*

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:  
*I served as Chairman of the Florence County Board of zoning appeals.*

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:  
*NA*

Are you involved in any Community Activities? If so, please list:  
*President of the Royal Neighborhood Watch Association.*

What are your goals and objectives if appointed to the Commission/Board?  
*To use my ability to be a team player to accomplish the mission given to the Board in a fair and honest way.*

I certify that the information above is true and correct. **Information on this form will be considered public information.**

Signature *Charles E. Raines*

Date *5/8/13*

**RETURN COMPLETED FORM TO:**  
 Office of the City Clerk  
 City of Florence, City County Complex AA,  
 180 N. Irby Street, Florence, SC 29501  
 Fax: 843-665-3110

<b>FOR OFFICE USE ONLY</b>	
Received:	<i>5-9-2013</i>
Appointed to:	
Date:	



**APPLICATION FOR BOARDS AND COMMISSIONS**  
**CITY OF FLORENCE**  
**SOUTH CAROLINA**

<b>Board or Commission for which you are applying:</b> City of Florence Planning Commission			
<b>Your Name (Last, First, Middle)</b> Radtke Lubov Leonidovna		<b>County</b> Florence	<b>Council District</b> 2
<b>Residential Address</b> 2001 Glenmore Way		<b>City</b> Florence	<b>State</b> South Carolina <b>Zip Code</b> 29505
<b>Mailing Address</b> 2001 Glenmore Way		<b>City</b> Florence	<b>State</b> South Carolina <b>Zip Code</b> 29505
<b>Your Occupation - Title</b>		<b>Business Phone</b>	<b>Residence Phone</b>
<b>Employer Name</b>		<b>E-Mail Address</b> radtk108@umn.edu	
<b>Employer Address</b>		<b>City</b>	<b>State</b> South Carolina <b>Zip Code</b>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? Less than 1 year

Why would you like to serve? I would like to be involved in the community

Do you presently serve on any Commissions/ Boards of the City/ County/ State? If so, please list:

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:  
 Environmental Resources Commission & Planning Commission, City of Champlin, MN; APWA ;  
 Complete Streets Advisory Committee, MN DOT; Sustainable Traffic Signals Development Committee

Are you currently in a position of responsibility with an organization or board that has received or is seeking funding from the City of Florence? If so, list the position and date:

Are you involved in any Community Activities? If so, please list:

What are your goals and objectives if appointed to the Commission/Board?

I would like to bring my knowledge and work experience to the City of Florence

p.s. I have MS in Civil Eng. (Traffic Eng.)  
M.S. in Urban Planning & Construction

I certify that the information above is true and correct. Information on this form will be considered public information.

Lubov Radtke  
 Signature

08.20.2013  
 Date

**RETURN COMPLETED FORM TO:**

Office of the City Clerk  
 City of Florence, City County Complex AA,  
 180 N. Irby Street, Florence, SC 29501  
 Fax: 843-665-3110

**FOR OFFICE USE ONLY**

Received:	<u>August 20, 2013</u>
Appointed to:	
Date:	

## IX. c. Update to Neighborhood

DATE: September 9, 2013

AGENDA ITEM: Report to Council

DEPARTMENT/DIVISION: City Council – Councilwoman Teresa Ervin (Committee Chair)  
Scotty Davis and Phillip Lookadoo (will provide the report)

**ISSUE UNDER CONSIDERATION:** To receive an update regarding recent steps undertaken regarding recommendation/action of City Council. Those actions include directing staff to prepare a Request for Qualifications (RFQ) for the selection of a Consultant to assist the City in developing a formal Neighborhood Planning Program; to allocate a portion of available funding for the placement of street lights at critical locations within the designated neighborhood; assigning a single staff person to each neighborhood to improve the flow of information; and to set the stage for identifying partners for the development of a Community Development Corporation.

### CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. On January 2013, the City received the final draft of the Florence Neighborhood Action Plan (Plan) prepared for the City by URS (Ernie Boughman – Senior Project Manager), Planners for Environmental Quality (Inga Kennedy – President), and APD Urban Planning and Management – Warren Campbell – Senior Project Manager).
2. During a City Council Work Session held March 28, 2013, staff summarized information from the Plan and presented neighborhood statistics regarding owner occupied and non-owner occupied housing units within the City, criminal activity by City/neighborhood, nuisance/code related activity by City/neighborhood, and sanitation trouble spots by area.
3. During this meeting City Council appointed a three person committee to be chaired by Councilwoman Teresa Ervin.
4. The Committee met on several occasions and made a number of recommendations to City Council at its meeting of July 8, 2013.
5. During the meeting Council held on July 8, 2013, Council per the recommendation of the Neighborhood Restructuring Committee approved the following:
  - a. Develop and publish an RFQ to select a consultant or firm to provide immediate and long term direction to the City.
  - b. Improve lighting within the designated neighborhoods which would include the pruning of trees and other vegetation which limits existing lighting and placing up to 10 street lights per neighborhood to improve lighting at critical locations.
  - c. Have staff establish a neighborhood resource person for each neighborhood.
  - d. To start considering the identification of community partners.

### POINTS TO CONSIDER:


1. The Plan recommended the following neighborhood improvement strategies. However, a principle point presented in the Plan was that the City must pursue strategies that will have effects beyond the individual neighborhoods. Therefore there is a need to engage the community at large (community partners at-large, lending institutions, infrastructure providers, Florence County, developers, contractors, real estate professionals)

- a. Expand on the successes of the initial Plan through the establishment of a formal Neighborhood Planning Program.
  - b. Build capacity, pride, and motivation of neighborhoods through a systematic approach.
  - c. Strengthen City-County coordination.
  - d. Develop a Community Development Corporation to address housing, education, employment, crime, and any other issues brought forth in the planning/discovery process.
  - e. Implement a comprehensive approach of policy, legal ordinances and enforcement to address vacant, abandoned, and poorly maintained properties.
  - f. Develop a comprehensive program for the evaluation and rehabilitation of major infrastructure components within the neighborhoods.
  - g. Form partnerships with employers and businesses throughout Florence's core neighborhoods and Downtown.
  - h. Identify critical corridors within neighborhoods and elevate these corridors to "gateway" status and then develop accordingly.
2. There is in place existing funds for these activities.
  3. Staff will provide information regarding our drive through of the neighborhoods with neighborhood residence (street lighting issues), provide information regarding the status of the RFQ to select a consultant to assist the City in developing the means to assist in the redevelopment of our neighborhoods as well as provide insight into the appropriate public policy, and selection of the a staff person to a particular neighborhood.

STAFF RECOMMENDATION: No action required.

PERSONAL NOTES:

ATTACHMENTS: Copy of RFQ for the selection of a consultant.



Andrew H. Griffin  
City Manager





Request For Qualifications No. 2013-46

City of Florence Neighborhood Revitalization Strategy 2013-2014



## I. Introduction

Through this formal Request for Qualifications, (RFQ), the City of Florence (the City) is soliciting qualifications of firms to assist the City in developing a revitalization strategy for our neighborhoods surrounding downtown. This strategy must be developed on a holistic premise, concentrating on all aspects of revitalization and ultimately to be agreed upon by the City.

The City of Florence Comprehensive Plan, adopted in February of 2011, was developed based on widespread citizen input crossing all facets of life from normal everyday citizens to corporate citizens involved in business and industry. During this process of developing the comprehensive plan; one issue that rose to the top was our neighborhoods and their relative health and impact on the City as a whole.

Following the adoption of the comprehensive plan the City of Florence contracted with URS Corporation to develop Neighborhood Action Plans (<http://www.cityofflorence.com/departments/planning/neighborhoods.aspx>) for our four traditionally disenfranchised neighborhoods, including downtown. This again was a process heavily steeped in citizen input; however, at this point it was focused primarily on input from the residents of each neighborhood and included bus tours by residents of all four neighborhoods to all four neighborhoods. This allowed residents to recognize commonalities of issues. These neighborhood action plans have recommended strategies and implementable items.

We are seeking a revitalization strategy for these neighborhoods, excluding downtown, that expounds upon the issues brought to light by citizens and delve into root issues. It is further expected to build upon the recently written neighborhood action plans and provide an implementable redevelopment guide for our traditionally disenfranchised neighborhoods.

## II. Minority and Woman Owned Business

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract. Please indicate that you are a minority or woman owned business with your proposal submission.

The successful vendor must ensure that all subcontractors, agents, personnel assigned by or employees of prime vendor are not discriminated against because of their race, color, religion, sex or national origin. The successful vendor must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

### III. Schedule of Important Dates

The tentative schedule for the selection of a consultant for this project is as follows:

Advertise RFQ to Vendors: August 20, 2013

Deadline for submission of questions and inquiries (must be in written format) to the City of Florence:

All inquiries are to be by e-mail and sent to [lgivens@cityofflorence.com](mailto:lgivens@cityofflorence.com) by August 30, 2013 at 2:00 p.m.

Response of City to submitted written questions and inquiries: September 6, 2013.

RFQ response submission deadline: September 24, 2013 at 2:00 p.m.

Interviews with candidate firms: October 4, 2013

Contract Evaluations/Negotiations: Shall be scheduled but tentatively within 30 days of interviews.

### IV. Submittal Information

Submittals are due on or before 2:00 p.m., September 24, 2013 at the **Office of Purchasing & Contracting, in the City Center Building at 324 West Evans Street.** Packages must be sealed and have, "Neighborhood Revitalization Strategy" clearly marked on the outside for easy identification by the city. Responses may be hand delivered prior to the submission deadline at the address listed above. Directions may be obtained by calling (843) 665-3165. Any proposals received later than the submission deadline will not be accepted/considered.

Responses submitted by mail should be addressed to: **City of Florence, Attn: Lynnwood Givens, Procurement Officer, 324 West Evans Street, Florence, SC 29501.** The city will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason. No proposals will be accepted by fax or e-mail.

### V. City Background

The City of Florence, South Carolina is located in North East South Carolina at the intersection of Interstates 20 and 95 and is the eastern origin/eastern terminus of Interstate 20. Florence is roughly the midpoint between Miami, Florida and New York, New York on Interstate 95. Florence is a very diverse community, rich in history dating back to Revolutionary and Civil War times. Florence is also the retail and employment hub for the Pee Dee region (an eight county region in northeast South Carolina). The city completed a 1999 plan called "Florence 2010" called Florence the "Cultural Heart of the Pee Dee". The Florence 2010 plan, in addition to the recently adopted comprehensive plan, also recommended undertaking a revitalization effort for the neighborhoods surrounding the downtown.

The City of Florence is poised to actively plan for its existing residential neighborhoods adjacent to downtown by addressing current issues as well as planning for their strong ties to downtown.

For additional information please visit the City's website at:

<http://www.cityofflorence.com/departments/planning/neighborhoods.aspx>

## VI. Planning Approach

A response to this RFQ shall include the respondent's proposed methodology and approach, including a general timeline for developing a strategy and implementation schedule for the neighborhood revitalization effort. The approach should be:

- A. Innovative and unique to Florence;
- B. One that balances the interests of all parties with a stake in the future of Florence and the disenfranchised neighborhoods;
- C. Practical to implement in a City that holds property rights in high regard;
- D. Educational to the public and development community on best practices on what comparable communities have in place;
- E. One that incorporates work completed on other related strategies; and
- F. One that provides for diversified public involvement in the drafting process.
- G. One that provides insight for neighborhood planning principles.
- H. One that proposes an all encompassing approach to revitalization realizing that a singular solution will not be sufficient for success.

## VII. Successful Respondent Characteristics

Successful respondents to this RFQ will demonstrate that they possess the following characteristics:

- A. Demonstrate success rate of adoption of plans created in the last five years. Please make specific reference to and your involvement with the plans.
- B. Identify specific plans that demonstrate your firm's experience in developing unique neighborhood plans and revitalization strategies for declining neighborhoods. As stated above, Florence would like a strategy written specifically for our neighborhoods. Make reference to plans whereby you have been able to produce win-win solutions for communities such as ours based on your knowledge of Florence;
- C. Neighborhood revitalization may be a new concept to some involved in the process. Demonstrate your proven track record and explain your methodology and philosophy in educating the public and elected officials on the value of comprehensive neighborhood planning/revitalization;
- D. Reference plans where your firm has demonstrated an awareness of the economic, social and environmental consequences of future urban and suburban development and their interaction;
- E. Reference plans/strategies where you have worked with disenfranchised neighborhoods/communities and how you addressed their needs, identified the causes of their degenerated state and recommendations for revitalization;
- F. Specifically reference plans where you have addressed full scale revitalization efforts. It will not be sufficient to simply reference plans/strategies that incorporated components such as housing, land use, parks et cetera. You must demonstrate your capabilities to perform a holistic approach.

**VIII. Request for Qualifications Response Package**

Please provide the City a response that includes:

- A. Proposals shall be a maximum of twenty (20) single-sided double spaced pages in 10 point font, or greater, with specific areas of focus, as herein requested and tabbed for easy identification. (cover page and tab dividers do not count toward the 20-page limit).
- B. A separately bound appendix inclusive of items noted herein as well as any supplemental implementation should be included in the submittal and are not included in the 20 page maximum.
- C. Submittal format should be as follows: five (5) bound copies and one (1) electronic copy submitted on flash drive.
- D. A firm introduction and summary that addresses:
  1. Project management approach;
  2. Planning philosophy;
  3. Technology and resources to be used in the planning process;
  4. Public participation approach; and
  5. Proposed project schedule including a general timeline.
- E. Résumés reflecting the qualifications and experience of each member directly involved with the planning team, including any potential subcontractors assembled for this project. Only include qualifications for those team members who will be assigned to the project. Specify the project manager and any team members who will be present at most staff and public meetings. (Include in the appendix.)
- F. Related firm experience and professional references, including:
  1. Narrative reports describing three to five neighborhood revitalization strategy projects completed in the last five years with reference to contact information;
  2. One (1) copy of the final planning document/deliverable(s) produced for at least one of the neighborhood revitalization strategy projects in number one above (Include in appendix);
  3. For the referenced projects, provide a summary of the proposed project timeline and budget and the actual project timeline and budget with reasons for any variances if any; and
  4. Provide the name of at least one agency that has terminated your services.
- G. Enumeration of the firm's present work load and a schedule indicating the firm's ability to accomplish the project with its present work force. Identify the level of time commitment that the City of Florence can expect from senior, principal staff dedicated to this project.
- H. A detailed description of the work element or service that is proposed for each of the Project Tasks outlined below. This description should include:

1. The proposed methodology that will be utilized to perform the task.
  2. The projected time frame necessary to accomplish each task and when, during the overall plan preparation, the task will be performed. This should be shown in graphic form.
  3. The professional staff that will be directly involved with each task.
- I. The specific services to be provided will be determined through negotiation and mutual agreement between the City and the consultant. The City expressly reserves the right to perform any part of the project itself or to use outside services such as graduate students or volunteers.

**IX. RFQ Evaluation Criteria**

Evaluation criteria for evaluation of responding firms/teams:

<u>Selection Criteria</u>
Qualifications and experience of firm/team per RFQ
Planning Approach/Philosophy
Overall Quality and succinctness of Submittal
Familiarity with the City of Florence
Demonstrated ability to complete projects on time and within budget

The City of Florence reserves the right to extend requests and or reject any and all requests.

**X. Selection Process**

Responses to the RFQ will be evaluated and ranked utilizing the evaluation criteria as outlined in Section IX. After evaluating the responses received to the RFQ, interviews and presentations will be scheduled with a minimum of three (3) responders. All expenses of the interviews and presentations will be the sole responsibility of the responder. The City of Florence accepts no responsibility for the reimbursement of any expenses incurred by a responder under this document.

Responses to the RFQs will be reviewed by a Neighborhood Revitalization Strategy Selection Committee comprised of a subset of the City’s department directors as well as a subset of the City Council subcommittee on Neighborhoods.

Final selection of the successful responder for this project will occur after the RFQ interviews and presentations have been held. Any contract under this project shall be awarded to the responder that, at the sole discretion of the Neighborhood Revitalization Strategy Selection Committee, was the most qualified and presented the best overall approach to fit the needs of a neighborhood revitalization

strategy for the City of Florence. Consideration will also be given to the clarity and succinctness of the proposal as presented during all phases.

**XI. Disclosure**

Once submitted, and RFQ becomes the property of the City of Florence. The release of information will conform to state law and it is the responsibility of the responder to mark any proprietary information as such. To be considered responsive, applicants must follow any and all RFQ instructions and requirements contained herein.