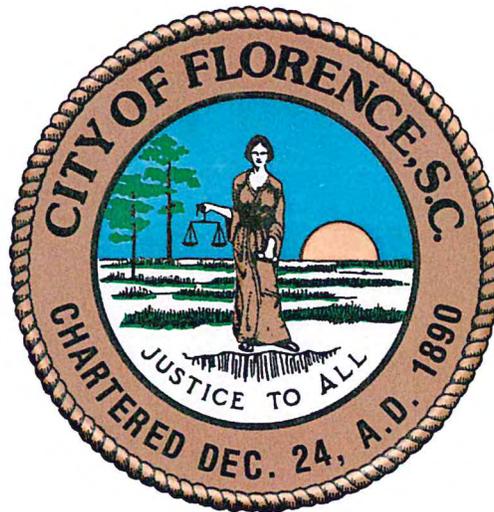


REGULAR MEETING  
OF  
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS  
324 W. EVANS STREET  
FLORENCE, SOUTH CAROLINA

MONDAY  
AUGUST 11, 2014  
1:00 P.M.

**REGULAR MEETING OF FLORENCE CITY COUNCIL**

**MONDAY, AUGUST 11, 2014 - 1:00 P.M.**

**CITY CENTER – COUNCIL CHAMBERS**

**324 W. EVANS STREET**

**FLORENCE, SOUTH CAROLINA**

**AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION**

*Pledge of Allegiance to the American Flag*

**III. APPROVAL OF MINUTES**

*July 14, 2014 – Regular Meeting*

**IV. HONORS AND RECOGNITIONS**

**Retirement Recognitions**

*Judi Inman – July 21, 1986 – June 10, 2014*

**Service Recognitions**

*Melvin Godwin – 25 years – Police*

*Christopher Walters – 15 years - Police*

*Joe McCullough – 10 years – Utility Finance*

*Joseph Provenzano – 10 years - Police*

*Rodney Fridley – 10 years - Police*

*Scott Williamson – 10 years - Police*

**State Championship Teams**

*Chuck Pope, Director of Public Works will recognize the State Championship Teams.*

**V. PUBLIC HEARING**

*Chief Allen Heidler – A public hearing will be held to receive public input on the Edward Byrnes Memorial Justice Assistance Grant.*

**VI. APPEARANCE BEFORE COUNCIL**

- a. Ms. Erica Chapman and Pastor Matt Davis of Whosoever Community Church-to make a presentation regarding a playground for children with special needs and disabilities.*

**VII. ORDINANCES IN POSITION**

- a. **Bill No. 2014-21 – Second Reading**  
An Ordinance to annex property owned by Clifford and Debra Douglas, Tax Map Number 90060-09-002, and zone same property R-4, Multi-Family Residential.*
- b. **Bill No. 2014-28 – Second Reading**  
An Ordinance to annex and zone property in the Legacy Gardens Subdivision owned by Paul and Lynn Parrott, Tax Map Number 90019-01-029; Catherine Way, Tax Map Number 90019-01-030; Andrew and Nelda Fowler, Tax Map Number 90019-01-031; Howard and Karen Cummins, Tax Map Number 90019-01-032; Clyde and Carole Hall, Tax Map Number 90019-01-033; and James and Sylvia Saleeby, Tax Map Number 90019-01-034.*
- c. **Bill No. 2014-29 – Second Reading**  
An Ordinance authorizing the conveyance of the real estate making up the lots located at the corner of W. Evans Street and Irby Street commonly referred to as the site of the Trust Building and the Planning Office and being made up of parcels designated as Tax Parcels 90168-01-006, 007, 008, 009, 010, 011, 012, and 030 in the records of the Florence County Tax Assessor to Francis Marion University for the construction of the new Health Sciences Facility.*
- d. **Bill No. 2014-30 – Second Reading**  
An Ordinance authorizing the conveyance of the real estate making up the lots located at the corner of W. Evans Street and Dargan Street commonly referred to as the site of the Kress Building and being designated as Tax Parcel 90167-02-010 in the records of the Florence County Tax Assessor to New Florence Development, LLC for the development of the project as described in the agreement and conditional grant agreement previously executed by the City and New Florence Development, LLC on November 22, 2013 pursuant to the previous adoption of Resolution No. 2013-25.*

## VIII. INTRODUCTION OF ORDINANCES

- a. **Bill No. 2014-31 – 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 \$1,750,566 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.*
- b. **Bill No. 2014-32 – First Reading**  
*An Ordinance to amend the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2014, and ending June 30, 2015 to establish the operating millage due to countywide property reassessment.*
- c. **Bill No. 2014-33 - First Reading**  
*An Ordinance to annex property owned by Brendan and Mallory Barth, Tax Map Number 00984-01-025, and zone same property R-1, Single Family Residential.*
- d. **Bill No. 2014-35 – First Reading**  
*An Ordinance to amend Planned Development District Ordinance 2008-37 Site Plan.*

## IX. INTRODUCTION OF RESOLUTIONS

- a. **Resolution No. 2014-12**  
*A Resolution authorizing and approving the acceptance of certain loan assistance monies from the South Carolina Water Quality Revolving Fund Authority; authorizing the Mayor to execute that certain loan assistance agreement between the City of Florence and the South Carolina Water Quality Revolving Fund Authority; and other matters related thereto.*
- b. **Resolution No. 2014-13**  
*A Resolution to amend Resolution No. 2013-26 approving a change to the incentive package for the old Royal Knight building in order to change the structure of the Conditional Grant to bring it in line with the new numbers on costs of stabilization and to require the recipient of the Conditional Grant to actively seek involvement of minority owned entities in activity generated by incentivized construction activity.*

***X. REPORTS TO COUNCIL***

***a. Appointments to Boards and Commissions***

***b. Councilman Robinson – A report on Childhood Poverty***

***XI. EXECUTIVE SESSION***

***a. Contractual/Legal***

***XII. ADJOURN***

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
MONDAY, JULY 14, 2014 – 1:00 P.M.  
CITY CENTER, COUNCIL CHAMBERS  
FLORENCE, SOUTH CAROLINA**

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

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

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

Mr. Gavin Jackson of the Morning News and Mr. Ken Baker of WPDE TV were present for 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 June 9, 2014 Regular Meeting. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

**HONORS AND RECOGNITIONS**

Mayor Wukela presented a Certificate of Recognition to Rodney Washington in honor of completing 25 years of service with the City of Florence.

Reginald Bridges received a Certificate of Recognition from Mayor Wukela for completing 10 years of service with the City.

Edward Hutchinson was presented a plaque in recognition of his retirement from the City on March 21, 2014.

**ORDINANCES IN POSITION**

**BILL NO. 2014-21 – SECOND READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY CLIFFORD AND DEBRA DOUGLAS, TAX MAP NUMBER 90060-09-002, AND ZONE SAME PROPERTY R-4, MULTI-FAMILY RESIDENTIAL.**

An Ordinance to annex property owned by Clifford and Debra Douglas, Tax Map Number 90060-09-002, and zone same property R-4, Multi-Family Residential was deferred on second reading.

Councilman Willis made a motion to defer Bill No. 2014-21. Councilwoman Ervin seconded the motion, which carried unanimously.

**BILL NO. 2014-22 – SECOND READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY BRYANT MOSES, TAX MAP NUMBER 00175-01-006, AND ZONE SAME PROPERTY R-3, SINGLE-FAMILY RESIDENTIAL.**

An Ordinance to annex property owned by Bryant Moses, Tax Map Number 00175-01-006, and zone same property R-3, Single-Family Residential was adopted on second reading.

Councilman Willis made a motion to adopt Bill No. 2014-22 on second reading. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

**BILL NO. 2014-23 – SECOND READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY THERESA WILLIAMS, TAX MAP NUMBER 90096-02-006, AND ZONE SAME PROPERTY R-3, SINGLE-FAMILY RESIDENTIAL.**

An Ordinance to annex property owned by Theresa Williams, Tax Map Number 90096-02-006, and zone same property R-3, Single-Family Residential was adopted on second reading.

Councilman Willis made a motion to adopt Bill No. 2014-23 on second reading. Councilwoman Ervin seconded the motion, which carried unanimously.

**BILL NO. 2014-24 – SECOND READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY ALAN AND JUDITH FEIMSTER, TAX MAP NUMBER 00984-01-023, AND LESLIE RUTTEN, TAX MAP NUMBER 00984-01-019, AND ZONE SAME PROPERTY R-1, SINGLE-FAMILY RESIDENTIAL.**

An Ordinance to annex property owned by Alan and Judith Feimster, Tax Map Number 00984-01-023, and Leslie Rutten, Tax Map Number 00984-01-019, and zone same property R-1, Single-Family Residential was adopted on second reading.

Councilman Willis made a motion to adopt Bill No. 2014-24 on second reading. Councilwoman Ervin seconded the motion, which carried unanimously.

**BILL NO. 2014-25 – SECOND READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY HERMAN JAMES AND SHIRLEY WALKER, TAX MAP NUMBER 00101-01-203, AND ZONE SAME PROPERTY R-3, SINGLE-FAMILY RESIDENTIAL.**

An Ordinance to annex property owned by Herman James and Shirley Walker, Tax Map Number 00101-01-203, and zone same property R-3, Single-Family Residential was adopted on second reading.

Councilman Willis made a motion to adopt Bill No. 2014-25 on second reading. Councilwoman Ervin seconded the motion, which carried unanimously.

**BILL NO. 2014-26 – SECOND READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY JAMES AND FANNIE D. TIMMONS, TAX MAP NUMBER 90044-04-018, AND STACY MCLEOD, TMN 90044-04-003, AND ZONE SAME PROPERTY R-3, SINGLE-FAMILY RESIDENTIAL.**

An Ordinance to annex property owned by James and Fannie D. Timmons, Tax Map Number 90044-04-018, and Stacy McLeod, TMN 90044-04-003, and zone same property R-3, Single-Family Residential was adopted on second reading.

Councilwoman Ervin made a motion to adopt Bill No. 2014-26 on second reading. Councilman Willis seconded the motion, which carried unanimously.

**BILL NO. 2014-27 – SECOND READING**

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY NEWSRING CHURCH, INC., TAX MAP NUMBER 00122-01-338, AND ZONE SAME PROPERTY B-3, GENERAL COMMERCIAL DISTRICT.**

An Ordinance to annex property owned by NewSpring Church, Inc., Tax Map Number 00122-01-338, and zone same property B-3, General Commercial District was adopted on second reading.

Councilman Willis made a motion to adopt Bill No. 2014-27 on second reading. Councilwoman Ervin seconded the motion, which carried unanimously.

**INTRODUCTION OF ORDINANCES**

**BILL NO. 2014-28 – FIRST READING**

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY IN THE LEGACY GARDENS SUBDIVISION OWNED BY PAUL AND LYNN PARROTT, TAX MAP NUMBER 90019-01-029; CATHERINE WAY, TAX MAP NUMBER 90019-01-030; ANDREW AND NELDA FOWLER, TAX MAP NUMBER 90019-01-031; HOWARD AND KAREN CUMMINS, TAX MAP NUMBER 90019-02-032; CLYDE AND CAROLE HALL, TAX MAP NUMBER 90019-02-033; AND JAMES AND SYLVIA SALEEBY, TAX MAP NUMBER 90019-01-034.**

An Ordinance to annex and zone property in the Legacy Gardens Subdivision owned by Paul and Lynn Parrott, Tax Map Number 90019-01-029; Catherine Way, Tax Map Number 90019-01-030; Andrew and Nelda Fowler, Tax Map Number 90019-01-031; Howard and Karen Cummins, Tax Map Number 90019-02-032; Clyde and Carole Hall, Tax Map Number 90019-01-033; and James and Sylvia Saleeby, Tax Map Number 90019-01-034 was passed on first reading.

Mayor Pro tem Brand made a motion to pass Bill No. 2014-28 on first reading. Councilwoman Ervin seconded the motion.

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
JULY 14, 2014 – PAGE 4**

Mr. Phillip Lookadoo, Director of Urban Planning, Research and Development reported to Council that city water and sewer services are currently available with no further costs to extend utility services. A Public Hearing was held at the June 10, 2014 Planning Commission meeting. Planning Commission members voted 6-0 to recommend the zoning request of R-3, Single Family Residential District. City Staff recommends annexation and concurs with the Planning Commission's recommendation to zone the property R-3, Single Family Residential District.

Council voted unanimously to pass Bill No. 2014-28.

**BILL NO. 2014-29 – FIRST READING**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE REAL ESTATE MAKING UP THE LOTS LOCATED AT THE CORNER OF WEST EVANS STREET COMMONLY REFERRED TO AS THE SITE OF THE TRUST BUILDING AND THE PLANNING OFFICE AND BEING MADE UP OF PARCELS DESIGNATED AS TAX PARCELS 90168-01-006, 007, 008, 009, 010, 011, 012 AND 030 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR TO FRANCIS MARION UNIVERSITY FOR THE CONSTRUCTION OF THE NEW HEALTH SCIENCES FACILITY.**

An Ordinance authorizing the conveyance of the real estate making up the lots located at the corner of West Evans Street commonly referred to as the side of the Trust Building and the Planning Office and being made up of parcels designated as Tax Parcels 90168-01-006, 007, 008, 009, 010, 011, 012 and 030 in the records of the Florence County Tax Assessor to Francis Marion University for the construction of the new Health Sciences Facility was passed on first reading.

Mayor Wukela stated that Council previously voted to conduct this conveyance as part of the development project that is occurring there. This is the actual intent by Council.

Mayor Pro tem Brand made a motion to pass Bill No. 2014-29 on first reading. Councilman Willis seconded the motion.

Councilman Robinson stated that he does not object to the growth in downtown but feels this piece of land is landlocked and offers no room for later expansion. Councilman Robinson added that other areas should have been looked at that would allow for expansion.

The motion passed unanimously.

**BILL NO. 2014-30 – FIRST READING**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE REAL ESTATE MAKING UP THE LOTS LOCATED AT THE CORNER OF WEST EVANS STREET AND DARGAN STREET COMMONLY REFERRED TO AS THE SITE OF THE KRESS BUILDING AND BEING DESIGNATED AS TAX PARCEL 90167-02-010 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR TO NEW FLORENCE DEVELOPMENT, LLC FOR THE DEVELOPMENT OF THE PROJECT AS DESCRIBED IN THE AGREEMENT AND CONDITIONAL GRANT AGREEMENT PREVIOUSLY EXECUTED BY THE CITY AND NEW FLORENCE DEVELOPMENT, LLC ON NOVEMBER 22, 2013 PURSUANT TO THE PREVIOUS ADOPTION OF RESOLUTION NO. 2013-25.**

An Ordinance authorizing the conveyance of the real estate making up the lots located at the corner of West Evans street and Dargan Street commonly referred to as the site of the Kress Building and being designated as Tax Parcel 90167-02-010 in the records of the Florence County Tax Assessor to New

Florence Development, LLC for the development of the project as described in the Agreement and Conditional Grant Agreement previously executed by the City and New Florence Development, LLC on

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
JULY 14, 2014 – PAGE 5**

November 22, 2013 pursuant to the previous adoption of Resolution No. 2013-25 was passed on first reading.

Mayor Wukela explained that this is the conveyance of the Kress Building and associated property that is anticipated by that Resolution that was passed in November, 2013.

Mayor Pro tem Brand made a motion to pass Bill No. 2014-30 on first reading. Councilman Willis seconded the motion, which carried unanimously.

**INTRODUCTION OF RESOLUTIONS**

**RESOLUTION NO. 2014-11**

**A RESOLUTION HONORING 1031 AMERICAN GRILL'S CONTRIBUTIONS TO THE EFFORTS TO REVITALIZE DOWNTOWN FLORENCE.**

A Resolution honoring 1031 American Grill's contributions to the efforts to revitalize downtown Florence was adopted by Council.

Councilman Hill made a motion to adopt Resolution No. 2014-11. Councilwoman Williams-Blake seconded the motion which carried unanimously.

**REPORTS TO COUNCIL**

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

**ACCOMMODATIONS TAX ADVISORY COMMITTEE**

Councilman Robinson made a motion to appoint Ms. Sonyetta Cooper-Green to serve on the Accommodations Tax Advisory Committee. Councilwoman Ervin seconded the motion, which carried unanimously.

Ms. Cooper-Green was appointed to serve on the Accommodations Tax Advisory Committee for a term to begin immediately and end June 30, 2017.

**CITY OF FLORENCE PLANNING COMMISSION**

Councilman Willis made a motion to reappoint Mrs. Mildred Welch to serve on the City of Florence Planning Commission. Councilman Hill seconded the motion, which carried unanimously.

Mrs. Mildred Welch was reappointed to serve on the City of Florence Planning Commission for a term to begin immediately and end June 30, 2017.

Councilwoman Williams-Blake made a motion to reappoint Ms. Dorothy Hines to serve on the City of Florence Planning Commission. Councilman Willis seconded the motion, which carried unanimously.

Ms. Hines was reappointed to serve on the City of Florence Planning Commission for a term to begin immediately and end June 30, 2017.

**CITY OF FLORENCE BOARD OF ZONING APPEALS**

Councilman Hill made a motion to reappoint Ms. Consuella Ferguson to serve on the City of Florence Zoning Board of Appeals. Councilwoman Ervin seconded the motion, which carried unanimously.

Ms. Consuella Ferguson was reappointed to serve on the City of Florence Zoning Board of Appeals for a term to begin immediately and end June 30, 2017.

Mayor Wukela made a motion to reappoint Mr. Randolph Hunter to serve on the City of Florence Zoning Board of Appeals. Councilman Hill seconded the motion, which carried unanimously.

Mr. Randolph Hunter was reappointed to serve on the City of Florence Zoning Board of Appeals for a term to begin immediately and end June 30, 2017.

Councilwoman Ervin made a motion to appoint Ms. Spring Attaway to serve on the City of Florence Zoning Board of Appeals. Councilman Willis seconded the motion, which carried unanimously.

Ms. Spring Attaway was appointed to serve on the City of Florence Zoning Board of Appeals for a term to begin immediately and end June 30, 2017.

**CITY OF FLORENCE PARKS AND BEAUTIFICATION COMMISSION**

Mayor Pro tem Brand made a motion to reappoint Mr. Tallon Temple to serve on the City of Florence Parks and Beautification Commission. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

Mr. Tallon Temple was reappointed to serve on the City of Florence Parks and Beautification Commission for a term to begin immediately and end June 30, 2019.

Councilwoman Ervin made a motion to reappoint Mr. Cecil Edward Floyd, Jr. to serve on the City of Florence Parks and Beautification Commission. Councilman Willis seconded the motion, which carried unanimously.

Mr. Cecil Edward Floyd, Jr. was reappointed to serve on the City of Florence Parks and Beautification Commission for a term to begin immediately and end June 30, 2019.

Councilwoman Williams-Blake made a motion to reappoint Ms. MaSabra Player to serve on the City of Florence Parks and Beautification Commission. Councilman Willis seconded the motion, which carried unanimously.

Ms. MaSabra Player was reappointed to serve on the City of Florence Parks and Beautification Commission to begin immediately and end June 30, 2019.

Councilman Willis made a motion to reappoint Mr. Roger Malfatti to serve on the City of Florence Parks and Beautification Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Roger Malfatti was reappointed to serve on the City of Florence Parks and Beautification Commission for a term to begin immediately and end June 30, 2019.

**PEE DEE REGIONAL AIRPORT AUTHORITY**

Councilman Hill made a motion to appoint Mr. Pete D. Gioldasis to serve on the Pee Dee Regional Airport Authority. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

Mr. Pete D. Gioldasis was appointed to serve on the Pee Dee Regional Airport Authority for a term to begin immediately and end June 30, 2018.

**VETERANS PARK COMMITTEE**

Councilwoman Ervin made a motion to reappoint Mr. Bruce Mallick to serve on the Veterans Park Committee. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Bruce Mallick was reappointed to serve on the Veterans Park Committee for a term to begin immediately and end June 30, 2019.

Mayor Wukela made a motion to reappoint Mr. Barry Wingard to serve on the Veterans Park Committee. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

Mr. Barry Wingard was reappointed to serve on the Veterans Park Committee for a term to begin immediately and end June 30, 2019.

**A REQUEST BY COUNCILMAN ROBINSON TO RAISE THE TRAVEL ALLOCATION FOR COUNCILMEMBERS TO \$5,000 PER YEAR.**

Councilman Robinson made a motion that the travel allowance for members of council be raised from approximately \$2,200 per year to \$5,000.

The motion failed for lack of a second.

**EXECUTIVE SESSION**

Councilman Willis made a motion to enter into Executive Session to discuss legal and contractual issues. Without objection Council entered into Executive Session at 1:55 p.m.

Mayor Pro tem Brand left the meeting at 2:10 p.m.

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

Mayor Wukela stated two matters were discussed in Executive Session regarding contractual and legal matters. The first matter discussed related to the development project for the Royal Knight Building located at the intersection of Dargan and Evans Streets. In November of 2013 City Council passed Resolution No. 2013-26 permitting the incentive package for the Royal Knight building. The building has problems with the roof and it was estimated the cost of correcting the roof and bringing the property into compliance with the City's codes would be approximately \$180,000. This amount was included in Resolution No. 2013-26. In addition the City approved a conditional grant of funds to the developer team from the TIF in the amount of \$100,000 for the creation of a public restroom facility within this project which will be controlled, operated, and maintained by the City. The developer team has obtained design and engineering estimates in the amount of \$473,000 which is what will be required for them to do the stabilization of the exterior of the building. From this amount, parts of that estimate that are not associated with the roof have been excluded, resulting in a total of \$261,046.

Councilman Hill made a motion to direct staff to change the amount in Resolution No. 2013-26 from \$180,000 to \$261,046. Councilwoman Williams-Blake seconded the motion.

Councilman Robinson made a motion to amend to direct the developers to adhere to the Minority Procurement Policy to the extent as permitted by state law and by the regulations associated with it. Councilwoman Ervin seconded the motion, which carried unanimously. (Mayor Pro tem Brand was not present for the vote).

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
JULY 14, 2014 – PAGE 8**

The principal motion also passed unanimously. (Mayor Pro tem Brand was not present for the vote).

The last matter for Council's consideration was an offer received by staff for the purchase of the property known as the Palmetto Petro, located at the corner of North Irby Street and West Darlington Street. This property was purchased by the Bruce and Lee Foundation for \$800,000 and was then donated to the City of Florence. At the time of the donation the property was appraised in excess of \$1,000,000 and was subject to a lease held by Palmetto Petro, LLC and Mr. Tom Patel. The lease amount has been reduced on two or three occasions by the City with the most recent involving the exclusion of the car wash area. Mr. Patel has communicated an offer to purchase the property for \$350,000.

Councilman Hill made a motion to reject the offer. Councilman Willis seconded the motion.

Voting in favor of the motion was Mayor Wukela, Councilman Hill, Councilwoman Ervin, Councilwoman Williams-Blake and Councilman Willis.

Voting against the motion was Councilman Robinson.

(Mayor Pro tem Brand was not present for the vote).

The motion to reject the offer passed with a vote of 5-1.

**ADJOURN**

Without objection, the meeting was adjourned at 2:45 p.m.

Dated this 11<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
Dianne M. Rowan, Municipal Clerk

\_\_\_\_\_  
Stephen J. Wukela, Mayor

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** June 9, 2014

**AGENDA ITEM:** Ordinance  
First Reading

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

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**I. ISSUE UNDER CONSIDERATION:**

Request to annex property located at 929 West Marion Street, Tax Map Number 90060-09-002, into the City of Florence and zone to R-4, Multi-Family Residential District. The request is being made by the property owners, Clifford and Debra Douglas.

**II. POINTS TO CONSIDER:**

- (1) Request is being considered for first reading.
- (2) City sewer service is currently not available; the applicant is requesting that sewer be extended as part of their petition for annexation.
- (3) The applicant has provided a signed Sewer Extension Release Form.
- (4) City water service is currently available; there is no cost to extend the water line.
- (5) A Public Hearing for zoning was held at the May 13, 2014 Planning Commission meeting.
- (6) Planning Commission members voted 9-0 to recommend the zoning request of R-4, Single-Family Residential District.
- (7) City Staff recommends annexation and concurs with Planning Commission's recommendation to zone the property R-4, Multi-Family Residential District.

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

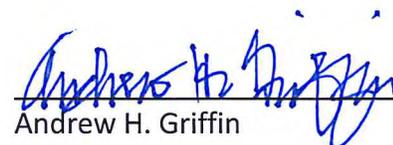
- (1) No previous action has been taken by City Council on this request.

**IV. ATTACHMENTS:**

- (1) Ordinance and map showing the location of the property.



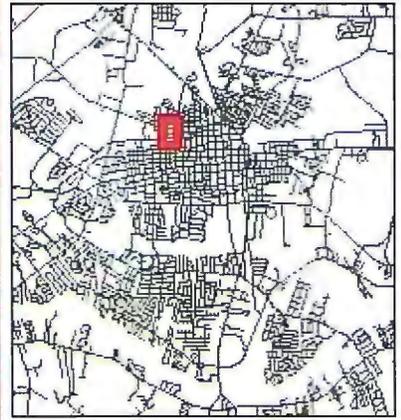
Phillip M. Lookadoo, AICP  
Planning, Research, & Development Director



Andrew H. Griffin  
City Manager

# Location Map

## TMP 90060-09-002



### Legend

- RoadSegment
- Parcels
- Address
- City Limits

### Water

- Main
- ◆ Standard Hydrant
- Post Hydrant

### Sewer

- Manhole
- Pressurized Main
- Gravity Main



**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. 2014 \_\_\_\_\_

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY CLIFFORD AND DEBRA DOUGLAS, TMN 90060-09-002**

**WHEREAS**, a Public Hearing was held in the Council Chambers on May 13, 2014 at 6:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, an application by Clifford and Deborah Douglas, owner of TMN 90060-09-002 was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid property be incorporated in the city limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina** and adding the zoning district classification of R-4, Multi-Family Residential District:

**The property requesting annexation is shown more specifically on Florence County Tax Map 90060, block 09, parcel 002 (0.23 acres).**

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

**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 annexing into the City Limits of the City of Florence the aforesaid property and amending the **Zoning Atlas** to the aforesaid zoning classifications.
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 \_\_\_\_\_, 2014**

**Approved as to form:**

\_\_\_\_\_  
James W. Peterson, Jr.  
City Attorney

\_\_\_\_\_  
Stephen J. Wukela,  
Mayor

**Attest:**

\_\_\_\_\_  
Dianne Rowan  
Municipal Clerk

**VII. b.  
Bill No. 2014-28  
Second Reading**

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** July 8, 2014

**AGENDA ITEM:** Ordinance  
First Reading

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

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**I. ISSUE UNDER CONSIDERATION:**

Request to annex property located in Legacy Gardens Subdivision, more specifically 404 Legacy Ln., TMN 90019-01-029; 408 Legacy Ln., TMN 90019-01-030; 412 Legacy Ln., TMN 90019-01-031; 413 Legacy Ln., TMN 90019-01-032; 409 Legacy Ln., TMN 90019-01-033; 405 Legacy Ln., TMN 90019-01-034, into the City of Florence and zone to R-3, Single Family Residential District. The request is being made by all property owners in the Legacy Gardens Subdivision.

**II. POINTS TO CONSIDER:**

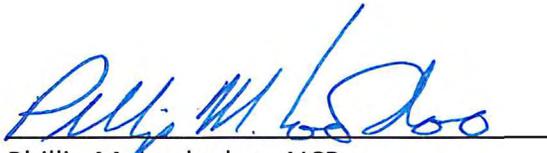
- (1) Request is being considered for first reading.
- (2) City water and sewer services are currently available; there is no cost to extend utility services.
- (3) A Public Hearing for zoning was held at the June 10, 2014 Planning Commission meeting.
- (4) Planning Commission members voted 6-0 to recommend the zoning request of R-3, Single Family Residential District.
- (5) City Staff recommends annexation and concurs with Planning Commission's recommendation to zone the property R-3, Single Family Residential District.

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

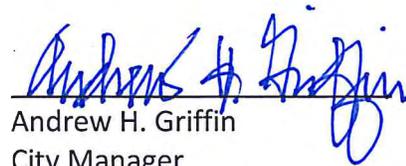
- (1) No previous action has been taken by City Council on this request.

**IV. ATTACHMENTS:**

- (1) Ordinance and map showing the location of the property.



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



Andrew H. Griffin  
City Manager

ORDINANCE NO. 2014\_\_\_\_\_

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY IN THE LEGACY GARDENS SUBDIVISION OWNED BY PAUL & LYNN PARROTT, TMN 90019-01-029; CATHERINE WAY, TMN 90019-01-030; ANDREW & NELDA FOWLER, TMN 90019-01-031; HOWARD & KAREN CUMMINS 90019-01-032; CLYDE & CAROLE HALL, TMN 90019-01-033; JAMES & SYLVIA SALEEBY, TMN 90019-01-034;**

WHEREAS, a Public Hearing was held in the Council Chambers on June 10, 2014 at 6:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, an application by **Legacy Gardens Subdivision**, more specifically, property owners **Paul & Lynn Parrott, TMN 90019-01-029; Catherine Way, TMN 90019-01-030; Andrew & Nelda Fowler, TMN 90019-01-031; Howard & Karen Cummins 90019-01-032; Clyde & Carole Hall, TMN 90019-01-033; James & Sylvia Saleeby, TMN 90019-01-034** was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid properties be incorporated in the city limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina** and adding the zoning district classification of R-3, Single Family Residential District:

**The property requesting annexation is shown more specifically on Florence County Tax Map 90019, Block 01, Parcel 029 (0.17 acres); Tax Map 90019, Block 01, Parcel 030 (0.16 acres); Tax Map 90019, Block 01, Parcel 031 (0.21 acres); Tax Map 90019, Block 01, Parcel 032 (0.24 acres); Tax Map 90019, Block 01, Parcel 033 (0.16 acres); Tax Map 90019, Block 01, Parcel 034 (0.16 acres).**

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

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 annexing into the City Limits of the City of Florence the aforesaid property and amending the Zoning Atlas to the aforesaid zoning classifications.
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 \_\_\_\_\_, 2014**

**Approved as to form:**

\_\_\_\_\_  
James W. Peterson, Jr.  
City Attorney

\_\_\_\_\_  
Stephen J. Wukela,  
Mayor

Attest:

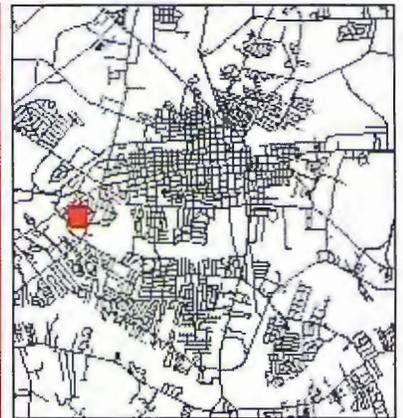
\_\_\_\_\_  
Dianne Rowan  
Municipal Clerk

# Location Map

## Legacy Gardens Subdivision



Legacy Gardens Subdivision  
404 - 413 Legacy Lane



### Legend

- RoadSegment
  - ▭ Parcels
  - Address
  - ▭ City Limits
- Water**
- Main
  - ◆ Standard Hydrant
  - Post Hydrant
- Sewer**
- ⊗ Manhole
  - Pressurized Main
  - Gravity Main



**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.

**FLORENCE CITY COUNCIL MEETING**

**DATE:** July 2, 2014

**AGENDA ITEM:** An Ordinance authorizing the conveyance of the real estate making up the lots located at the corner of West Evans Street and Irby Street commonly referred to as the site of the Trust Building and the Planning Office and being made up of parcels designated as Tax Parcels 90168-01-006, 007, 008, 009, 010, 011, 012, and 030 in the records of the Florence County Tax Assessor to Francis Marion University for the construction of the new Health Sciences facility.

**DEPARTMENT/DIVISION:** City Manager and City Attorney

**I. ISSUE UNDER CONSIDERATION:**

The conveyance of the real estate making up the lots located at the corner of West Evans Street and Irby Street commonly referred to as the site of the Trust Building and the Planning Office and being made up of parcels designated as Tax Parcels 90168-01-006, 007, 008, 009, 010, 011, 012, and 030 in the records of the Florence County Tax Assessor to Francis Marion University for the construction of the new Health Sciences facility.

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

(1) The City has acquired parcels of land including and adjacent to the Trust Building and the old Planning Department site for the purposes of removing blight and facilitating redevelopment.

(2) In November and December, 2013, City Council approved a plan which provides for the conveyance of the parcels to Francis Marion University in exchange for a parcel located on Cheves Street and in return for the commitment of Francis Marion University to use the property for the construction of a new Health Sciences facility to house the 3<sup>rd</sup> and 4<sup>th</sup> year medical school, physician's assistant school, and the nurse practitioner school.

**III. POINTS TO CONSIDER:**

(1) The demolition of the structures on the property is currently being completed.

(2) Francis Marion University has agreed, as a condition of the donation, the land will be used for the sole purpose of constructing the Health Sciences facility which shall be used by Francis Marion University to house the 3<sup>rd</sup> and 4<sup>th</sup> year medical school, physician's assistant school, and the nurse practitioner school.

(3) Development of this property will serve as an important facilitator for further redevelopment in the downtown area while serving a greater public health good.

(4) The parcels transferred will remain subject to the limitations of any current easements and grant requirements.

**IV. STAFF RECOMMENDATION:**

Staff recommends that City Council adopt the proposed ordinance authorizing the City Manager to execute the deed conveying the aforementioned property to Francis Marion University.

**V. ATTACHMENTS:**

Proposed ordinance.

**EXHIBIT "A"**

**TRUST BUILDING**

All that certain, piece, parcel or lot of land, lying being and situate in the City and County of Florence, State of South Carolina, being described in Deed Book A206 at page 1443 and being shown in Plat Book H at page 77 in the office of the Clerk of Court for Florence County. Said lot of land being individually shown on a plat prepared for John M. Lambert by Nesbitt Surveying Company, Inc., dated March 12, 1996, and recorded in the office of the Clerk of Court for Florence County in Plat Book 60 at page 61. Said lot of land being quadrilateral in shape, and being bounded and measuring as follows: On the North by West Evans Street, on which it measures for a distance of 73.00 feet; on the East by S. Irby Street (U.S. Highway 52) , on which it measures a distance of 89.33 feet; on the South by property now or formerly of Citizens and Southern National Bank, on which it measures for a distance of 73.17 feet; and on the West by property now or formerly of Aphrodite Palles, on which it measures for a distance of 93.90 feet. Reference being had to said plat for a more complete and accurate description.

This being the same property conveyed to Community Properties, Inc. by deed of John Michael Lambert dated June 12, 1998, and recorded August 5, 1998, in Book A532, page 762 in the office of the Clerk of Court for Florence County.

**EXCEPTING AND RESERVING:**

All that unit designated as two (2) in the Master Deed, dated and recorded August 5, 1983, and recorded in Deed Book A-197, page 686 in the office of the Clerk of Court for Florence County, together with 12.5 percent undivided interest in the common areas and facilities as assigned to such unit in said document, all with respect to a unit property project, including the property and building, and all improvements thereto, known in such recorded documents as Florence Trust Building Horizontal Property Regime as the subject of such recorded Master Deed, including the By-Laws and Restrictions, and other exhibits attached thereto, and any amendments thereto which may be recorded in the same location.

**ALSO CONVEYED:**

This conveyance also includes any and all interest, including rights of ownership and privileges and benefits, as well as duties that the Grantor has in the Florence Trust Building Horizontal Property Regime as set up by that certain Master Deed, dated August 5, 1983, and recorded in the office of the Clerk of Court for Florence County in Deed Book A-1967 at page 8886. At the present time, the Grantor is the owner of, and is by this conveyance, transferring it's interest in Units 1,3,4,5,6,7, and 8 inclusive (Unit 2 having ben conveyed to J. Erwin Paxton and E. D. Jones, II, as stated above) by virtue of which the Grantor is transferring 87.5 percent voting rights as to the Florence Trust Building Horizontal Property Regime. All of the right, privileges, as well as duties of said Regime are spelled out in the Master Deed referred to above.

### **LUCAS PROPERTY**

All that certain lot of land in the City and County of Florence, State of South Carolina, fronting 38.9 feet on the West side of South Irby Street, lying between West Evans Street and West Cheves Street, and extending back in depth on its Northern line 225.09 feet and on its Southern line for a distance of 225.03 feet. The back or Western line is 38.22 feet. Said lot being bounded on the North by property of City of Florence; on the West by property of Anna Gregg Miller; on the South by property of Central United Methodist Church; and on the East by Irby Street.

This transfer is subject to the joint driveway easement agreement between M. D. Lucas and the Florence Printing Company dated September 22, 1947, and recorded in the office of the Clerk of Court for Florence County in Deed Book 120 at page 9.

This being the same property conveyed to Ruth Eliza Lucas by deed of Marion D. Lucas, Jr., as Trustee under the Finley Busbee Plunkett Trust dated January 7, 1980, dated and recorded November 12, 1985, in Deed Book A237, page 1786 in the office of the Clerk of Court for Florence County.

Tax Map No. 90-168-01-006

### **RAINWATER PROPERTY**

All that piece, parcel or lot of land situate, lying and being in the City and County of Florence, State of South Carolina, on the South side of West Evans Street, in the block between Irby and Coit Streets, and the said lot measures thirty (30) feet front on West Evans Street, and is in depth ninety-one and one-half (91 ½ ) feet, more or less, and the said property is bounded on the North by West Evans Street; on the West by property, now or formerly, Anna Gregg Miller; on the South and East by property, now or formerly, of City of Florence.

This being the same property conveyed to J. Madison Rainwater Investment Corporation by deed recorded October 23, 1968, in Book A63, page 101 in the office of the Clerk of Court for Florence County.

Tax Map No. 90-168-01-012

### **HOLLAND PROPERTY**

All that certain lot of land situate in the City of Florence, County of Florence, State of South Carolina, measuring twenty and seventy-six one hundredths (20.76) feet front on the south side of Evans Street between Irby and Coit Street; and running back therefrom to a depth of ninety-two (92) feet, more or less and being bounded as follows: On the North by W. Evans Street; and on the East, South and West by property now of the City of Florence.

This being the same property conveyed to Evans P. Holland by deed of Frank M. Pearce recorded December 30, 1976, in Book A153, page 197 in the office of the Clerk of Court for Florence County.

## **COSTAS PROPERTY**

All that certain piece, parcel or lot of land situate, lying and being in the City of Florence, County of Florence, State of South Carolina, fronting on the South side of Evans Street for a distance of 27 feet, being in depth 92 feet and being bounded as follows: On the North by Evans Street; on the South, East and West, now or formerly by City of Florence.

This being the same property conveyed to Pauline P. Costas for life, remainder to John Pete Costas and Chris Mitchell Palles by Deed of Distribution from the estate of Aphrodite C. Palles recorded July 21, 2011, in Deed Book B360, page 1422 in the office of the Clerk of Court for Florence County.

Tax Map No. 90-168-01-009

## **CITY PROPERTY**

### **Parcel #1**

All that certain lot of land situate in the State of South Carolina, County and City of Florence, on West Evans Street in the block between Irby and Coit Streets, measuring 30 feet front and extending back in depth 92 feet, more or less, being bounded as follows: On the North by West Evans Street; on the East by property now or formerly of Florence Security Company; on the South by property formerly of Barringer, described below; and on the West by property now or formerly of Mary S. Parrish and Elizabeth B. Douglas.

ALSO: All that certain lot of land situate in the City of Florence, on South Irby Street in the block between Evans and Cheves Streets, measuring 90.15 feet front and extending back in depth 225 feet, more or less, as shown on a plat made by Ervin Engineering Company dated April 11, 1957. Said lot being bounded now or formerly as follows: On the North by property of the Florence Trust Company; on the East by Irby Street; on the South by property of Lucas; and on the West by property of Miller.

This being the same property conveyed to the City of Florence by deed of Florence County recorded September 3, 2008, in Deed Book B205, page 1777 in the office of the Clerk of Court for Florence County.

Tax Map No. 90168-01-007

### **PARCEL #2**

All that certain lot of land with improvements thereon situate in the City of Florence, County of Florence, State of South Carolina, on the south side of West Evans Street between Irby and Coit Streets, whereon in measures in front on Evans Street and on the back line eleven and seven tenths (11.7') feet, the said lot running back in parallel lines from Evans Street a distance of 191.5 feet and being bounded on the North by Evans Street; on the East by property now or formerly of B.G. Gregg; on the South by property now or formerly of W.R. Barringer; and on the West by property now or formerly of Bank of Florence.

This being the same property conveyed to the City of Florence by deed of Florence County recorded September 3, 2008, in Deed Book B205, page 1772 in the office of the Clerk of Court for Florence County.

Tax Map No. 90168-01-011

PARCEL #3

All that certain parcel of land and improvements thereon shown as Unit No. 2 in the Master Deed of that certain Horizontal Property Regime known as the Florence Trust Building Horizontal Property Regime dated August 5, 1983, and recorded in the office of the Clerk of Court for Florence County on August 5, 1983, in Deed Book A-197, page 686, and amended on November 30, 1983, as shown in Book A-205, page 43 recorded on December 2, 1983. Said property includes a 12.5 percent undivided interest in the common areas and facilities as assigned to such unit in the Master Deed, as amended, and all rights and obligations set forth in the recorded documents establishing the Florence Trust Building Horizontal Property Regime including the above referenced Master Deed, as amended, the By-Laws of the Property Owner's Association, the Declaration of Covenants, Conditions and Restrictions, and other exhibits to the Master Deed. For a more complete and accurate description of Unit No.2, reference is had to Sheet No. A-1 which shows the floor plat for Unit 2 and Unit 1 and which is recorded in Plat Book 21 at page 577 in the office of the Clerk of Court for Florence County.

As shown on the above referenced plat, Unit No. 2 contains approximately 3,818 square feet and fronts on Evans Street approximately 42 feet 11 inches and extends backwards in depth 89.3 feet and constitutes the western side of the floor of the Florence Trust Building. Unit No.2 on said map is divided into "Store No.1 and Store No.2", each store containing approximately one-half of the total square footage of the entire unit.

This being the same property conveyed to the City of Florence by deed of J. Erwin Paxton and E.D. Jones, II recorded August 17, 1998, in Deed Book A533, page 1069 in the office of the Clerk of Court for Florence County.

Tax Map No. 90168-01-030

**ORDINANCE NO. 2014-\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE REAL ESTATE MAKING UP THE LOTS LOCATED AT THE CORNER OF WEST EVANS STREET AND IRBY STREET COMMONLY REFERRED TO AS THE SITE OF THE TRUST BUILDING AND THE PLANNING OFFICE AND BEING MADE UP OF PARCELS DESIGNATED AS TAX PARCELS 90168-01-006, 007, 008, 009, 010, 011, 012, AND 030 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR TO FRANCIS MARION UNIVERSITY FOR THE CONSTRUCTION OF THE NEW HEATH SCIENCES FACILITY.**

**WHEREAS**, after due consideration, the City has concluded that the land described on Exhibit "A" attached hereto and incorporated herein by reference, said land being the parcel put together by the City for use in the development of the Health Sciences Facility by Francis Marion University and being surplus land to the City; and

**WHEREAS**, it is has been previously determined by Council that the conveyance of said property to Francis Marion University for the purpose of the development of the Health Sciences Facility is in the best interest and to the benefit of the citizens of the City of Florence;

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

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary deeds and other documentation in order to convey title to the property described on the plat attached hereto to Francis Marion University in order to facilitate the development and construction of the Francis Marion University Health Sciences Facility.

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

**ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

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:** July 2, 2014

**AGENDA ITEM:** An ordinance authorizing the conveyance of the real estate making up the lots located at the corner of West Evans Street and Dargan Street commonly referred to as the site of the Kress building and being designated as tax parcel 90167-02-010 in the records of the Florence County tax assessor to New Florence Development, LLC for the development of the project as described in the Agreement and Conditional Grant Agreement previously executed by the city and New Florence Development, LLC on November 22, 2013 pursuant to the previous adoption of Resolution No. 2013-25.

**DEPARTMENT/DIVISION:** City Manager and City Attorney

**I. ISSUE UNDER CONSIDERATION:**

The conveyance of the real estate making up the lots located at the corner of West Evans Street and Dargan Street commonly referred to as the site of the Kress building and being designated as tax parcel 90167-02-010 in the records of the Florence County tax assessor to New Florence Development, LLC for the development of the project as described in the Agreement and Conditional Grant Agreement previously executed by the city and New Florence Development, LLC on November 22, 2013.

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

(1) The City acquired parcels of land known as the Kress Building for the purposes of removing blight and facilitating redevelopment through the use of a grant by the Bruce and Lee Foundation.

(2) In November and December, 2013, City Council passed Resolution No. 2013-25 authorizing the execution of the Agreement and Conditional Grant Agreement which was executed by the city and New Florence Development, LLC on November 22, 2013. A part of the Conditional Grant provides for the conveyance of the parcels to New Florence Development, LLC upon completion of certain acts including the obtaining of necessary permitting and Certificates and in return for the commitment of New Florence Development, LLC to complete the project as described.

**III. POINTS TO CONSIDER:**

(1) New Florence Development, LLC has completed acts required in the Agreement and Conditional Grant Agreement as a prerequisite to this conveyance.

(2) New Florence Development, LLC has agreed, as a condition of the donation, the property will be developed in accordance with the descriptions contained in the Agreement and Conditional Grant Agreement and in the Certificate of Appropriateness issued by the Design Review Board.

(3) Development of this property will serve as an important economic development and economic generator for further redevelopment in the downtown area.

(4) The parcels transferred will remain subject to the limitations of any current easements and grant requirements.

**IV. STAFF RECOMMENDATION:**

Staff recommends that City Council adopt the proposed ordinance authorizing the City Manager to execute the deed conveying the aforementioned property to New Florence Development, LLC to facilitate this important project.

**V. ATTACHMENTS:**

Proposed ordinance.

# EXHIBIT A

(Legal Description)

All that certain lot or parcel of land shown on a map of certain property of S. H. Kress and Co., in Block B, Section D, Florence, South Carolina, prepared by Ervin Engineering Co., dated January 7, 1964, and according to said map having the following measurements and courses, to wit: Commencing at a point on the northern boundary of W. Evans Street, 123.3 feet west of the intersection of said northern boundary line of W. Evans Street with the western boundary line of N. Dargan Street, running thence N 2 deg. 15' W for a distance of 187.5 feet to a point; thence N 87 deg. 45' E for a distance of 13.05 feet to a point on the western boundary line of N. Dargan Street; thence S 00 deg. 09' 30" E along the western boundary line of N. Dargan Street for a distance of 61.69 feet to a point; thence S 88' 18' W for a distance of 57.5 feet to a point; thence S 87 deg. 38' W for a distance of 9.3 feet to a point; thence S 2" 15' E for a distance of 126.5 feet to a point on the northern boundary line of W. Evans St.; thence S 87" 45' W along the northern boundary line of W. Evans St. for a distance of 61.0 feet to the point of beginning; and according to said map being bounded on the north by property of Gregory and Greenberg; on the east by N. Dargan Street and Property of Aiken Guarantee Bank and Kuker Estate, on the south by property of Aiken Guaranty Bank and by W. Evans Street, and on the west by property of Florence Evans Corp., together with all party walls, party wall rights and rights to party walls; and together with an easement across property of Florence Evans Corp. on the west of the property hereby conveyed as provided by instrument dated December 22, 1937, between Florence Evans Corp. And S. H. Kress and Company recorded in the Office of the Clerk of Court for Florence County in Deed Book 65 at Page 606.

This being the identical property conveyed to the Grantor herein by deed of TD Bank N.A. dated April 30, 2012 and recorded in the office of the Clerk of Court for Florence County in Book B402 at page 820.

Tax Parcel Number: 90167-02-010

**ORDINANCE NO. 2014-\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF THE REAL ESTATE MAKING UP THE LOTS LOCATED AT THE CORNER OF WEST EVANS STREET AND DARGAN STREET COMMONLY REFERRED TO AS THE SITE OF THE KRESS BUILDING AND BEING DESIGNATED AS TAX PARCEL 90167-02-010 IN THE RECORDS OF THE FLORENCE COUNTY TAX ASSESSOR TO NEW FLORENCE DEVELOPMENT, LLC FOR THE DEVELOPMENT OF THE PROJECT AS DESCRIBED IN THE AGREEMENT AND CONDITIONAL GRANT AGREEMENT PREVIOUSLY EXECUTED BY THE CITY AND NEW FLORENCE DEVELOPMENT, LLC ON NOVEMBER 22, 2013 PURSUANT TO THE PREVIOUS ADOPTION OF RESOLUTION NO. 2013-25.**

**WHEREAS**, after due consideration, the City has concluded that the land described on Exhibit "A" attached hereto and incorporated herein by reference, said land being the parcel acquired by the City through a grant from the Bruce and Lee Foundation for the purpose of facilitating future redevelopment of the parcel and being surplus land to the City; and

**WHEREAS**, it is has been previously determined by Council with the passage of Resolution No. 2013-25 that the conveyance of said property to New Florence Development, LLC for the purpose of the development of the project described in said Resolution is in the best interest and to the benefit of the citizens of the City of Florence;

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

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended, and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute the necessary deeds and other documentation in order to convey title to the property described on Exhibit "A" attached hereto to New Florence Development, LLC in order to facilitate the development and construction of the project as described in the aforementioned Resolution and in the Certificate of Appropriateness issued by the Design Review Board in Matter DRB2014-12.

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

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

Approved as to form:

\_\_\_\_\_  
JAMES W. PETERSON, JR.  
**City Attorney**

\_\_\_\_\_  
STEPHEN J. WUKELA  
**Mayor**

**Attest:**

\_\_\_\_\_  
DIANNE M. ROWAN  
**Municipal Clerk**

**VIII. a.**  
**Bill No. 2014-31**  
**First Reading**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** August 11, 2014  
**AGENDA ITEM:** Ordinance – First Reading  
**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

A Series Ordinance to authorize the borrowing of not exceeding \$1,750,566, plus capitalized interest, if any, from the South Carolina Water Quality Revolving Fund Authority (“the State Authority”) for a low interest loan to finance a portion of the first phase of improvements and repairs to the Timmons ville Sewer System over a blended period of 20 and 30 years.

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

- A. By formal action of both the City of Florence and the Town of Timmons ville in 2013, the City agreed to provide water and wastewater services to the Town of Timmons ville service area. On January 9, 2014 the Timmons ville Water and Sewer System was conveyed to the City of Florence.
- B. A number of funding sources, including several grants and SRF loans for both the water and sewer systems, were identified by the City in the financial plan developed for the \$12.5 million estimated total system repair and upgrade cost for the Timmons ville System.

**III. POINTS TO CONSIDER**

- A. Of the estimated repair and upgrade total cost, the Timmons ville sewer system will require approximately \$8 million in improvements and repairs.
- B. Financing for these projects will be provided through SRF in the form of a principal forgiveness loan (effectively a grant) and two loans to fund two phases of sewer system improvements.
- C. The State Water Pollution Control Revolving Loan Fund, by agreement with the State Authority, will finance the total cost of the first phase of sewer system improvements in the approximate amount of \$2.72 million.
- D. Of the \$2.72 million total, \$966,368 will be provided through SRF loan assistance monies to be issued in the form of a principal forgiveness loan. The remaining balance of approximately \$1.75 million will be financed through an SRF Loan over a blended period of 20 at an interest rate of 1% and 30 years at an interest rate of 1.1%.
- E. The adoption of this ordinance is required prior to the closing of the State Revolving Fund Loan for the financing the first phase of improvements and repairs to the Timmons ville Sewer System.

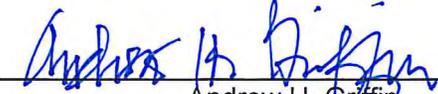
**IV: STAFF RECOMMENDATION**

Approve and adopt the proposed ordinance.

**IV. ATTACHMENTS**

The series ordinance and related documents are attached.

  
\_\_\_\_\_  
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 \$1,750,566 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 a \$2,767,997 South Carolina Drinking Water Revolving Loan Fund Loan dated May 10, 1999.

(2) the outstanding installments of a \$6,210,343 State Drinking Water Fund Loan dated May 10, 2000.

(3) the outstanding installments of a \$4,062,403 South Carolina Infrastructure Revolving Loan Fund Loan dated May 10, 2000.

(4) the outstanding installments of a \$2,473,955 State Drinking Water Fund Loan dated January 30, 2003.

(5) the outstanding installments of a \$18,808,277 South Carolina Water Quality Revolving Fund Loan dated June 25, 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.

(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.

(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.

(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.

(10) the outstanding installments of an original issue of not exceeding \$3,890,000 plus capitalized interest, if any, South Carolina Water Quality Revolving Fund Loan dated September 23, 2013.

(11) the outstanding installments of an original issue of \$6,111,310.18 Waterworks and Sewerage System Junior Lien Revenue Bond dated March 10, 2014.

(12) the outstanding installments of an original issue of \$12,936,000 Tax Increment Revenue Bond (Florence Downtown Redevelopment Project Area), Series 2014 additionally secured by a junior lien pledge of System revenues.

The above-described borrowings in this paragraph (d) (1) through (10) 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 May 12, 2014, 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, 2014, 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) There shall be on deposit in each Debt Service Reserve Fund established pursuant to any Series Ordinance the amount then required to be on deposit therein by the provisions of such Series Ordinance; and

(3) Except in the case of Bonds issued for the purpose of refunding any Bonds, there shall be delivered to the Trustee a certificate, which is not required to be based upon an audit of the City, from an Accountant, a Financial Consultant or a Consulting Engineer, to the effect that Net Earnings during any consecutive 12-month period out of the 24 months immediately preceding the issuance date of the proposed Bonds (the "Test Period") are not less than 125% of the greatest sum for any Fiscal Year ending after the date of delivery of the Bonds proposed to be issued obtained by adding all the Annual Principal and Interest Requirement for each Fiscal Year for all Series of Bonds then proposed to be Outstanding.

It is specifically found that the Note, whose issuance is herewith provided for, is issued as a Bond under the Bond Ordinance and 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 \$1,750,566 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, 2014, 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 \$1,750,566 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 2014, 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 \$1,750,566 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 \_\_\_\_ day of September, 2014.

(SEAL)

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

Attest:

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

First Reading: August \_\_, 2014  
Second Reading: September \_\_, 2014

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 \_\_ and September \_\_, 2014. An interval of at least six days occurred between each reading. At each meeting, a quorum of Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this \_\_\_\_ day of September, 2014.

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Clerk

## EXHIBIT A

### Description of the Project

The Project scope is comprised of the following four components:

#### Timmonsville Emergency Repairs

Remove and replace approximately 180 linear feet (LF) of 10-inch gravity sewer and approximately 80 LF of 8-inch gravity sewer, install a new 4-foot diameter doghouse manhole, clean and televise approximately 9,000 LF of gravity sewer, and all other necessary appurtenances.

#### Timmonsville WWTP Intermittent Sand Filter Rehabilitation

Replace sand filter media, replace sand filter mud valves, riser piping and concrete pads, existing sand filter media onsite disposal and all other necessary appurtenances.

#### Timmonsville 15-Inch Gravity Sewer

Construct 1,854 LF of 15-inch gravity sewer with six manholes.

#### King Pin and Industrial Park Pump Stations Rehabilitation

Construction to include installing a new top slab to the existing wetwell and valve vault, approximately 50 LF of 4-inch DIP and two submersible pumps, new pump controls and piping and valves at the King Pin Pump Station; and installing a new top slab to the existing wetwell and valve vault, approximately 30 LF of 8-inch DIP and 45 LF of 6-inch DIP, new check valve, plug valves and wetwell piping at the Industrial Park Pump Station.

EXHIBIT B

Form of Loan Agreement and Note

**LOAN AGREEMENT**

**Governing**

**CITY OF FLORENCE, SOUTH CAROLINA,  
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND, SERIES 2014**

**Purchased by**

**SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY**

Dated

September \_\_\_, 2014

relating to

Timmonsville Sewer System Rehabilitation – Phase 1

South Carolina Water Pollution Control Revolving Fund

Loan Number: 1-165-14-378-23

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

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## LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the \_\_\_ day of September, 2014, 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 revenue bond purchased by the Authority is issued under authority of either Title 6, Chapter 21 (the Revenue Bond Act for Utilities) or Chapter 17 (the Revenue Bond Refinancing Act of 1937), Code of Laws of South Carolina, 1976, as amended, such bond being evidenced by a promissory note and hereinafter defined as a loan.

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 eighty (180) 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 one hundred twenty (120) 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 one hundred twenty (120) 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 eightieth (180th) 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. A Single Audit Act audit (a "*SAA Audit*"), as required by OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year federal funds are disbursed to the Project Sponsor under CFDA Number 66.458. If the Project Sponsor conducts a SAA Audit when federal money disbursed from the Fund is less than the threshold required for such audit, the Project Sponsor shall submit to the Authority, within sixty (60) days of its completion, any findings and recommendations pertaining to money from the Fund contained in the SAA Audit.

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 a copy of its latest long-term, unenhanced underlying rating, affirmation thereof, and any new or updated credit report 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/reports, CreditWatch placements, ratings changes or 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. Based on the Project Sponsor's receipt of a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "A" category from S&P or Moody's respectively, 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 with respect to the Note (the "**Reserve Requirement**") shall initially equal zero and shall continue to be zero subject to provisions of the following Section 4.2.2. At such time as the Reserve Requirement is greater than zero as provided in Section 4.2.2, the Project Sponsor shall establish, and there shall be maintained, a Series 2014 Debt Service Reserve Fund (the "**Debt Service Reserve Fund**") to provide a reserve for payment of principal of and interest on the Note.

4.2.2. (a) The Reserve Requirement shall continue to be zero if the Project Sponsor fully complies with all requirements of Section 3.6 herein for submitting S&P/Moody's ratings/affirmations/credit reports 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 at least 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 shall immediately increase to the maximum annual amount due on the Note, and the Project Sponsor shall 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) In the event the Reserve Requirement is ever increased as provided in Section 4.2.2(b) above due to a ratings downgrade or loss and is subsequently upgraded to the level established in Section 4.2.2 (a), then the Reserve Requirement shall revert to zero and any excess money in the Debt Service Reserve Fund shall be applied as provided in Section 4.4.3 hereof.

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 Section 4.2.1, 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 pursuant to Section 4.2.1, 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**"); (j) 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 X1-157-13-378-21

from the Fund (the "**2013B Project Note**"); and (k) 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, the 2013A Project Note, and the 2013B 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, the 2013B 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.

4.3.2. (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 one-twelfth (1/12) of the amount necessary to fully meet the Reserve Requirement, and such deposits shall begin in the month following a ratings downgrade or loss 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 this Section 4.3.2 (a), (b) or (c) shall preclude the Project Sponsor from fully reestablishing 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, if 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, if established, 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, if established, in one or more written instruments 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 and the initial amount of the deposit for 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. If the Debt Service Reserve Fund has been established, 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 and no Debt Service Reserve Fund has been established, the Trustee shall immediately notify the Project Sponsor of the amount to be transmitted to the Trustee for the payment then due. If insufficient sums exist in the Debt Service Fund for any payment then due and the Debt Service Reserve Fund has been established, 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; provided, if such excess is solely as a result of a reduction in the required level of the Reserve Requirement in accordance with Section 4.2.2, which excess shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over such excess in the Debt Service Reserve Fund to the Project Sponsor.

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 the Debt Service Reserve Fund, if established, 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 an 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) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)

(1) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors and approved by The Department.

(2) The Project Sponsor shall not be presently 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.

(3) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that is presently debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.

(4) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).

(5) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.

(6) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

(C) The Project Sponsor shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.

(D) Pursuant to requirements of the Fiscal Year 2012 Federal Appropriations Act (PL 112-74), 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)

(E) The Project shall comply with "American Iron and Steel" provisions, as set forth in the 2014 Appropriations Act (PL 113-76, Section 426) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

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: Timmonsville Sewer System Rehabilitation – Phase 1  
Loan Number: 1-165-14-378-23

The Project scope is comprised of the following four components.

**Timmonsville Emergency Repairs**

Remove and replace approximately 180 linear feet (LF) of 10-inch gravity sewer and approximately 80 LF of 8-inch gravity sewer, install a new 4-foot diameter doghouse manhole, clean and televise approximately 9,000 LF of gravity sewer, and all other necessary appurtenances.

**Timmonsville WWTP Intermittent Sand Filter Rehabilitation**

Replace sand filter media, replace sand filter mud valves, riser piping and concrete pads, existing sand filter media onsite disposal and all other necessary appurtenances.

**Timmonsville 15-Inch Gravity Sewer**

Construct 1,854 LF of 15-inch gravity sewer with six manholes.

**King Pin and Industrial Park Pump Stations Rehabilitation**

Construction to include installing a new top slab to the existing wetwell and valve vault, approximately 50 LF of 4-inch DIP and two submersible pumps, new pump controls and piping and valves at the King Pin Pump Station; and installing a new top slab to the existing wetwell and valve vault, approximately 30 LF of 8-inch DIP and 45 LF of 6-inch DIP, new check valve, plug valves and wetwell piping at the Industrial Park Pump Station.

PROJECT BUDGET

Project Sponsor: City of Florence  
Project Name: Timmonsville Sewer System Rehabilitation – Phase 1  
Loan Number: 1-165-14-378-23

<u>ITEM</u>	<u>CWSRF LOAN</u>		<u>TOTAL ELIGIBLE COSTS</u>
	<u>20 Years</u>	<u>30 Years</u>	
Planning and Design Engineering	\$ 422,000	\$ 61,180	\$ 483,180
Construction	186,131	751,486	937,617
Construction Contingency	115,250	75,149	190,399
Construction Inspection and Engineering	<u>116,440</u>	<u>22,930</u>	<u>139,370</u>
Total	\$839,821	\$910,745	\$1,750,566

SUBJECT TO REVISION PRIOR TO CLOSING

PROJECT SCHEDULE

Project Sponsor: City of Florence  
Project Name: Timmonsville Sewer System Rehabilitation – Phase 1  
Loan Number: 1-165-14-378-23

<u>ACTION</u>	<u>DATE</u>
Bid Opening	July 24, 2014
Contract Execution	September 26, 2014
Notice to Proceed	October 3, 2014
Start of Construction	October 17, 2014
Construction Completion	March 16, 2015

SUBJECT TO REVISION PRIOR TO CLOSING

REPAYMENT SCHEDULE

Project Sponsor: City of Florence

Project Name: Timmonsville Sewer System Rehabilitation – Phase 1

Loan Number: 1-165-14-378-23

Loan Amount: \$1,750,566

Payment Initiation Date: April 1, 2015

Interest Rate and Term:

First Payment Due Date: July 1, 2015

\$839,821 at 1.00% per annum, 20 years

\$910,745 at 1.10% per annum, 30 years (ETF)

- (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 120 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 Twenty Thousand Five Hundred Sixteen and 48/100 Dollars (\$20,516.48) each, followed by one installment in the amount of Twenty Thousand Five Hundred Sixteen and 56/100 Dollars (\$20,516.56), followed by 39 equal installments in the amount of Eight Thousand Nine Hundred Twenty and 90/100 Dollars (\$8,920.90), and one final installment in the amount of Eight Thousand Nine Hundred Twenty-One and 41/100 Dollars (\$8,921.41).

SUBJECT TO REVISION PRIOR TO CLOSING

LOAN CLOSING FEE

Project Sponsor: City of Florence

Project Name: Timmonsville Sewer System Rehabilitation -- Phase 1

Loan Number: 1-165-14-378-23

Loan Amount: \$1,750,566

.25% Loan Closing Fee: \$4,376

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.

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor: City of Florence

Loan Number: 1-165-14-378-23

PROCUREMENT REQUIREMENTS

- 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. MBE/WBE publications.
    3. Statewide or regional newspapers of general circulation.
    4. 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. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
  - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
  - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
  - L. 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.
  - M. After bid opening, provide the Department with the following:
    1. Project Construction Summary Form (DHEC Form #3589).
    2. A certified copy of the advertisement with date(s) of publication.
    3. A copy of the Project Sponsor's Bidders List.
    4. Detailed bid tabulation certified by Project Sponsor's engineer.
    5. Proposal of successful bidder(s).
    6. Bid Bond with associated Power of Attorney.
    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 contract amount(s).
    9. Davis-Bacon wage rate(s) used in bidding the project.

10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
  11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
  12. A copy of the prime contractor's Bidders List.
  13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
  14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
  15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
  16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
  17. 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.
  18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- 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. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
  - D. Monthly Construction Inspection Reports.
  - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
  - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- 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: Timmonsville Sewer System Rehabilitation – Phase 1

Loan Number: 1-165-14-378-23

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 WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND, SERIES 2014

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 1-165-14-378-23, Timmons ville Sewer System Rehabilitation - Phase 1, 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.

This Note is issued as a revenue bond under authority of Title 6, Chapter 21 or Chapter 17, Code of Laws of South Carolina, 1976, as amended.

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 September, 2014.

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 September \_\_\_\_, 2014.

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

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

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

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

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

Under the FY 2012 Federal Appropriations Act (PL 112-74), DB prevailing wage requirements were permanently applied 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 State drinking water 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:** August 11, 2014  
**AGENDA ITEM:** Ordinance – First Reading  
**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

An amendment to the 2014-15 City of Florence Budget to establish operating millage in compliance with state law pertaining to the calculation of millage during a year of countywide reassessment.

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

No previous action has been taken on this ordinance.

**III. POINTS TO CONSIDER**

- A.** Florence County has completed the reassessment of all real property in Florence County for calculation of 2014 taxes. In a year of reassessment operating millage must be recalculated pursuant to §12-37-251(E) and §6-1-320 of the South Carolina Code of Laws, 1976 (as amended).
- B.** Because operating millage was set in the FY 2014-15 budget ordinance adopted by City Council on June 9, 2014 at the same millage as the prior fiscal year (53.7 mills), it will be necessary to amend the ordinance to reflect a change in millage resulting from reassessment.
- C.** The recommended tax rate of 52.8 operating mills has been calculated based on reassessment information received from Florence County. The operating millage has also been calculated in conformance with §12-37-251(E) and §6-1-320 of the South Carolina Code of Laws 1976 (as amended).
- D.** The requirements of §12-37-251(E) and §6-1-320 of the South Carolina Code of Laws, 1976 (as amended) pertaining to millage recalculation in a countywide reassessment year applies only to the City's operating millage and not debt service millage. Debt service millage is calculated annually based on the annual debt service requirements of the City's Series 2010 General Obligation Bond issue.
- E.** The City's debt service millage adopted by City Council in the FY 2014-15 budget ordinance established a tax millage of up to, but not exceeding, four (4.0) mills. This section of the budget ordinance shall remain unchanged.

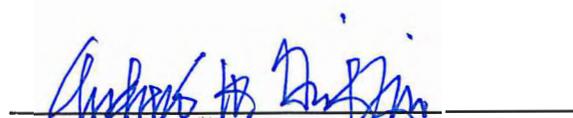
**IV. STAFF RECOMMENDATION**

Approve and adopt of the proposed ordinance.

**VI. ATTACHMENTS**

A copy of the proposed ordinance is attached.

  
Thomas W. Chandler  
Finance Director

  
Andrew H. Griffin  
City Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF FLORENCE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, AND ENDING JUNE 30, 2015 TO ESTABLISH THE OPERATING MILLAGE DUE TO COUNTYWIDE PROPERTY REASSESSMENT**

**WHEREAS**, §5-7-260 of the South Carolina Code of Laws 1976 (as amended) requires that a Municipal Council shall act by ordinance to adopt budgets and levy taxes pursuant to public notice; and

**WHEREAS**, the budget adopted by the City Council of the City of Florence for fiscal year beginning July 1, 2014 and ending June 30, 2015, established a tax millage for general operating purposes in the City's General Fund of fifty-three and seven tenths (53.7) mills to be applied to each dollar (\$1.00) in assessed value of real estate and personal property of every description owned and used in the City of Florence; and

**WHEREAS**, the program of property equalization and reassessment conducted by the Florence County Tax Assessor for the purpose of determining the 2014 millage has now been completed;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Florence, South Carolina, in a meeting duly assembled and by the authority thereof that the following section of Ordinance No. 2014-23, the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2014, and ending June 30, 2015, is hereby amended as follows:

**Section 2.** Subject to the provisions and requirements of §12-37-251(E) and § 6-1-320 of the South Carolina Code of Laws (as amended), a tax for general operating purposes for the period from July 1, 2014, and ending June 30, 2015, for the sums and in the amount hereinafter mentioned, is and shall be levied, collected and paid into the treasury of the City of Florence for the operational use and service thereof. A tax of fifty-two and eight-tenths (52.8) mills upon each one dollar (\$1.00) in value of real estate and personal property of every description owned and used in the City of Florence, South Carolina, is and shall be levied and paid into the City treasury for the credit to the City of Florence for the corporate purposes, improvements, and for the purpose of paying current operating expenses of said municipality. Such a tax is levied on such property as is assessed for taxation for County and State purposes.

All remaining sections of Ordinance No. 2014-23 shall remain unchanged as written.

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

FY 2014-15 Budget Amendment Ordinance (continued)

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

Approved as to form:

\_\_\_\_\_  
James W. Peterson, Jr.  
City Attorney

\_\_\_\_\_  
Stephen J. Wukela  
Mayor

Attest:

\_\_\_\_\_  
Diane Rowan  
Municipal Clerk

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** August 11, 2014

**AGENDA ITEM:** Ordinance  
First Reading

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

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**I. ISSUE UNDER CONSIDERATION:**

Request to annex property located at 2715 Trotter Road, Tax Map Number 00984-01-025, into the City of Florence and zone to R-1, Single-Family Residential District. The request is being made by the property owners, Brendan and Mallory Barth.

**II. POINTS TO CONSIDER:**

- (1) Request is being considered for first reading.
- (2) City water and sewer services are currently available; there is no cost to extend utility services.
- (3) A Public Hearing for zoning was held at the July 8, 2014 Planning Commission meeting.
- (4) Planning Commission members voted 6-0 to recommend the zoning request of R-1, Single-Family Residential District.
- (5) City Staff recommends annexation and concurs with Planning Commission's recommendation to zone the property R-1, Single-Family Residential District.

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

- (1) No previous action has been taken by City Council on this request.

**IV. ATTACHMENTS:**

- (1) Ordinance and map showing the location of the property.

  
\_\_\_\_\_  
Jerry B. Dudley  
Planner II

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

**ORDINANCE NO. 2014\_\_\_\_\_**

**AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY BRENDAN AND MALLORY BARTH, TMN 00984-01-025**

**WHEREAS**, a Public Hearing was held in the Council Chambers on July 8, 2014 at 6:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, an application by Brendan and Mallory Barth, owners of TMN 00984-01-025 was presented requesting an amendment to the City of Florence Zoning Atlas that the aforesaid properties be incorporated in the city limits of the City of Florence under the provisions of **Section 5-3-150(3) of the 1976 Code of Laws of South Carolina** and adding the zoning district classification of R-1, Single-Family Residential District:

**The property requesting annexation are shown more specifically on Florence County Tax Map 00984, block 01, parcel 025 (0.78 acres).**

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

**WHEREAS**, Florence City Council 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 annexing into the City Limits of the City of Florence the aforesaid property and amending the Zoning Atlas to the aforesaid zoning classifications.
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 \_\_\_\_\_, 2014**

**Approved as to form:**

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

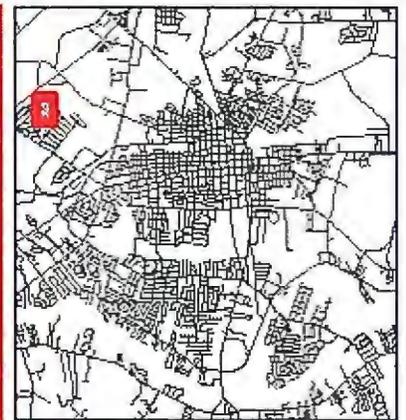
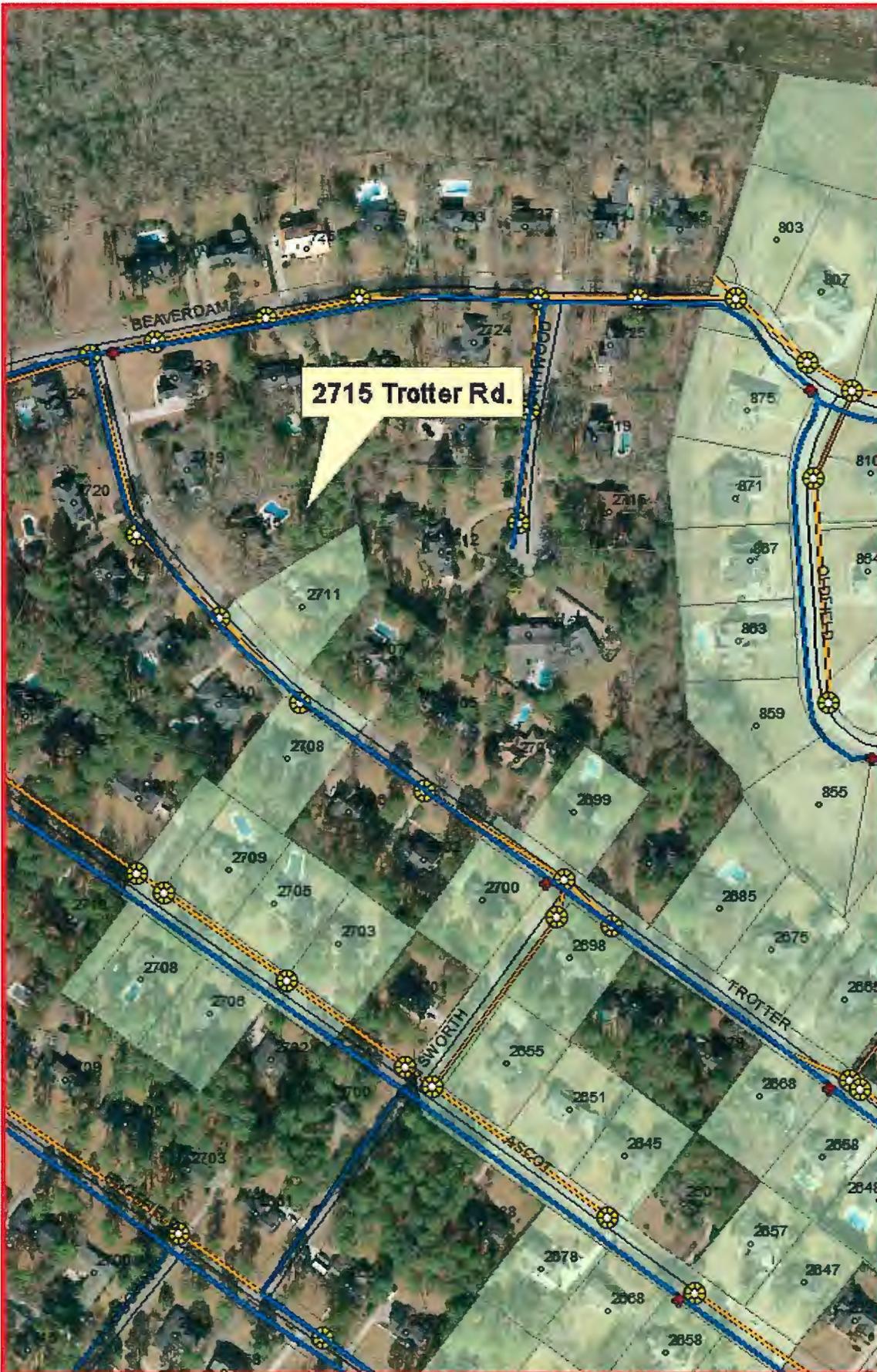
\_\_\_\_\_  
Stephen J. Wukela,  
**Mayor**

**Attest:**

\_\_\_\_\_  
Dianne Rowan  
**Municipal Clerk**

# Location Map

## TMP 00984-01-025



### Legend

- RoadSegment
- Parcels
- Address
- City Limits

### Water

- Main
- ◆ Standard Hydrant
- Post Hydrant

### Sewer

- ⊗ Manhole
- Pressurized Main
- - - Gravity Main



**DISCLAIMER:**  
 The City of Florence Urban Planning and Development Department data presented 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.

CITY OF FLORENCE COUNCIL MEETING

DATE: August 11, 2014

AGENDA ITEM: First Reading, Ordinance to Amend PDD Ordinance 2008-37

DEPARTMENT/DIVISION: Planning, Research & Development

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**I. ISSUE UNDER CONSIDERATION**

Request to amend Planned Development District Ordinance 2008-37 site plan.

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

On August 7, 2014, Planning Commission held a public hearing on this matter.

**III. POINTS TO CONSIDER**

- (1) In August 2008, City Council adopted an ordinance that annexed a lot owned by The Presbytery Home of South Carolina and zoned the property Planned Development District (PDD).
- (2) This ordinance was accompanied by a site plan (see Attachment 3) illustrating the location of structures and parking lots as well as the proposed uses and setback requirements.
- (3) The Presbytery Home of South Carolina would like to amend PDD Ordinance 2008-37 to allow the construction of a twenty-five bed nursing care facility to be approximately 14,489 square feet and located immediately to the east of the existing nursing care facility (see Attachment 4).
- (4) All other regulations would remain the same as stated in Ordinance 2008-37.

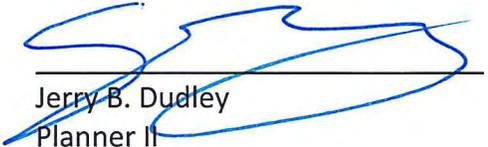
**IV. OPTIONS**

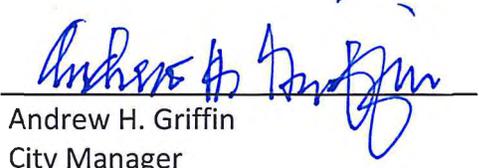
City Council may:

- (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) Location Map
- (3) Development plan approved with Ordinance 2008-37
- (4) Proposed site plan

  
Jerry B. Dudley  
Planner II

  
Andrew H. Griffin  
City Manager

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT  
ORDINANCE 2008-37 SITE PLAN:**

**WHEREAS**, a Public Hearing was held in City Council Chambers on August 7, 2014 at 5:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

**WHEREAS**, The Presbytery Home of South Carolina made application to amend Planned Development District Ordinance 2008-37 to update the development plan to allow the construction of a twenty-five bed nursing care facility to be approximately 14,489 square feet and located immediately to the east of the existing nursing care facility.

**WHEREAS**, the request was made for further expansion of The Presbyterian Home of South Carolina;

**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 Planned Development District Ordinance 2008-37 to update the development plan to allow the construction of a twenty-five bed nursing care facility to be approximately 14,489 square feet and located immediately to the east of the existing nursing care facility.
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 \_\_\_\_\_, 2014

Approved as to form:

\_\_\_\_\_  
James W. Peterson, Jr.  
City Attorney

\_\_\_\_\_  
Stephen J. Wukela,  
Mayor

Attest:

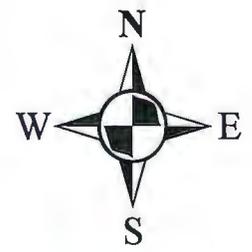
\_\_\_\_\_  
Dianne M. Rowan  
Municipal Clerk

# Location Map TMP 00121-01-019



**Legend**

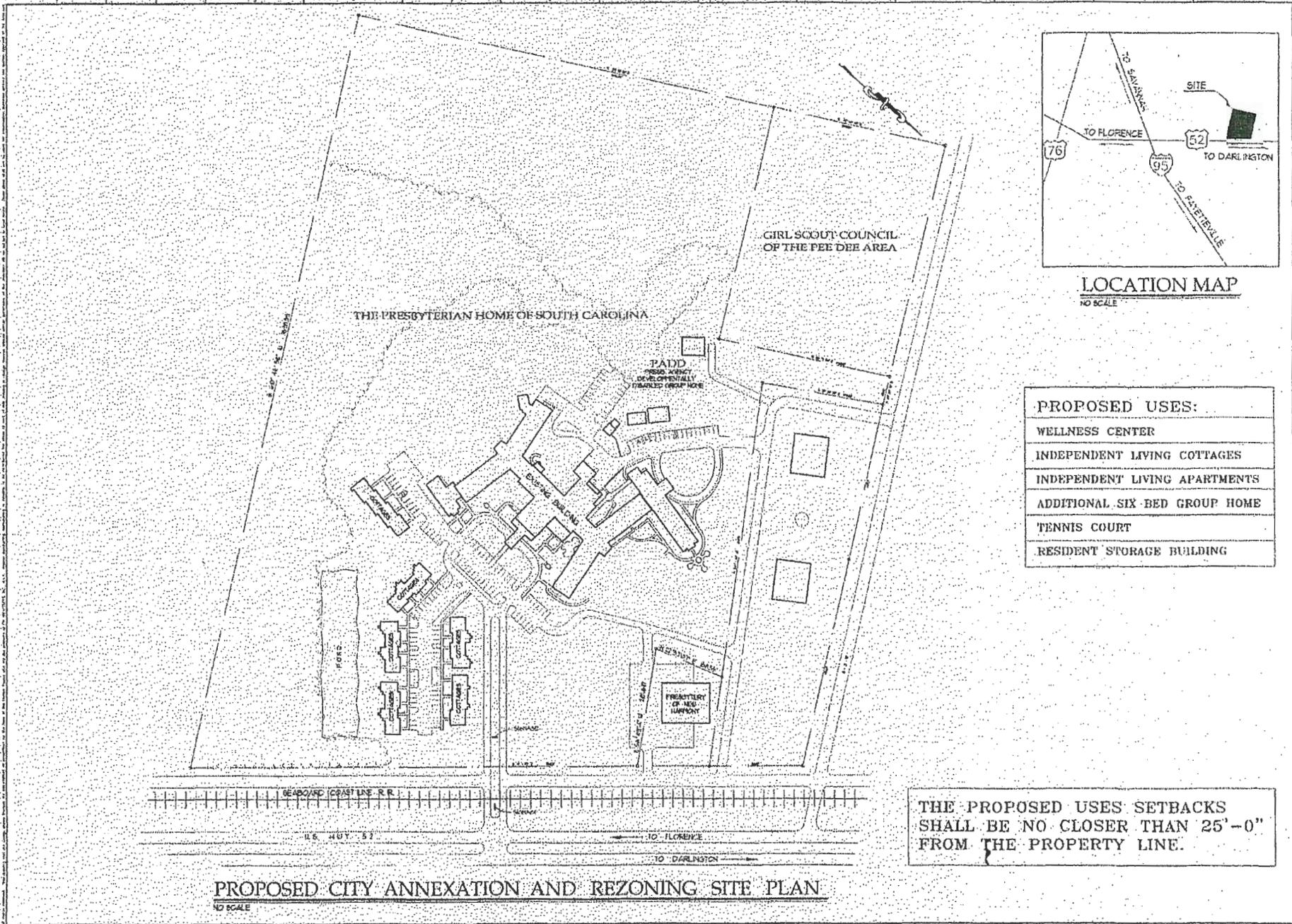
- Parcels
- RoadSegment



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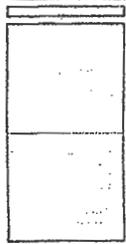
Attachment 3

Development plan approved with Ordinance 2008-37



REVISIONS

AN EXISTING CONDITIONS SURVEY  
**THE PRESBYTERIAN HOME OF SOUTH CAROLINA**  
 FLORENCE, SOUTH CAROLINA



**F W ARCHITECTS, INC. A.L.A.**  
 ARCHITECTS  
 PLANNING  
 INTERIORS

1035 WEST THIRD STREET  
 FLORENCE, SC 29503

Phone: (843) 667-9261  
 Fax: (843) 645-3029  
 www.fwarchitects.com

MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

DATE: MAY 2008  
 COMMISSION NO.: ANEX  
 DRAWING NO.: **S1**  
 OF 1  
 SHEET DESCRIPTION: OVERALL SITE PLAN



**IX. a.  
Resolution  
No. 2014-12**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** August 11, 2014

**AGENDA ITEM:** Resolution

**DEPARTMENT/DIVISION:** Finance

**I. ISSUE UNDER CONSIDERATION**

A Resolution to authorize and approve the acceptance of loan assistance funds from the South Carolina Water Quality Revolving Fund Authority ("the Authority"), and to authorize the Mayor to execute the loan assistance agreement between the City of Florence and the Authority to provide a portion of the total financing for the first phase of improvements and repairs to the Timmonsville Sewer System.

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

A. By formal action of both the City of Florence and the Town of Timmonsville in 2013, the City agreed to provide water and wastewater services to the Town of Timmonsville service area. On January 9, 2014 the Timmonsville Water and Sewer System was conveyed to the City of Florence.

B. A number of funding sources, including several grants and SRF loans for both the water and sewer systems, were identified by the City in the financial plan developed for the \$12.5 million estimated total system repair and upgrade cost for the Timmonsville System.

**III. POINTS TO CONSIDER**

A. Of the estimated repair and upgrade total cost, the Timmonsville sewer system will require approximately \$8 million in improvements and repairs.

B. Financing for these projects will be provided through SRF in the form of a principal forgiveness loan (effectively a grant) and two loans to fund two phases of sewer system improvements.

C. The State Water Pollution Control Revolving Loan Fund, by agreement with the State Authority, will finance the total cost of the first phase of sewer system improvements in the approximate amount of \$2.72 million.

D. Of the \$2.72 million total, \$966,368 will be provided through SRF loan assistance monies to be issued in the form of a principal forgiveness loan, and the remaining balance of approximately \$1.75 million will be financed through an SRF Loan over a blended period of 20 at an interest rate of 1% and 30 years at an interest rate of 1.1%.

E. The adoption of this resolution is required to authorize and approve acceptance of loan assistance funds, and to authorize the Mayor to execute the loan assistance agreement between the City and the Authority.

**IV. STAFF RECOMMENDATION**

Approve and adopt the proposed resolution.

**V. ATTACHMENTS**

Resolution and Loan Assistance Agreement

  
Thomas W. Chandler  
Finance Director

  
Andrew H. Griffin  
City Manager

RESOLUTION NO. 2014-\_\_\_\_\_

**A RESOLUTION AUTHORIZING AND APPROVING THE ACCEPTANCE OF CERTAIN LOAN ASSISTANCE MONIES FROM THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AUTHORIZING THE MAYOR TO EXECUTE THAT CERTAIN LOAN ASSISTANCE AGREEMENT BETWEEN THE CITY OF FLORENCE AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the City of Florence (the "**Project Sponsor**") is a municipal corporation duly created and existing under the laws of the State of South Carolina;

**WHEREAS**, the Project Sponsor is authorized and empowered by the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, to receive financial assistance from the South Carolina Water Quality Revolving Fund Authority (the "**Authority**");

**WHEREAS**, the Fiscal Year 2013 Federal Appropriations Act (Public Law 113-6) requires the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") to provide additional subsidization (including subsidization which will not accrue interest and the principal of which will be forgiven) for wastewater infrastructure facilities;

**WHEREAS**, the Project Sponsor previously applied to the South Carolina Department of Health and Environmental Control ("**DHEC**") for certain loan assistance monies (the "**Loan Assistance**") to be made available to the Project Sponsor by the Authority in the form of a subsidization which will not accrue interest and the principal of which will be forgiven;

**WHEREAS**, the Project Sponsor was selected by DHEC to receive the Loan Assistance contingent upon compliance by the Project Sponsor with all terms, conditions and requirements set forth in the Loan Assistance Agreement, the form of which is attached hereto as Exhibit A (the "**Loan Assistance Agreement**"); and

**WHEREAS**, based on approvals issued by DHEC, the proceeds of the Loan Assistance are to be used by the Project Sponsor for the Timmonsville Wastewater Treatment Plant Intermittent Sand Filter Rehabilitation Project described in Appendix A to the Loan Assistance Agreement (the "**Project**").

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Florence, South Carolina (the "**Council**"), in a meeting duly assembled:

**Section 1. Acceptance of the Loan Assistance; Acknowledgment of Terms of Loan Assistance Agreement.**

The Loan Assistance, under the terms, conditions and requirements set forth in the Loan Assistance Agreement, is hereby accepted. The Project Sponsor acknowledges that the receipt of proceeds of the Loan Assistance pursuant to the Loan Assistance Agreement requires the Project Sponsor to comply with all of the terms of the Loan Assistance Agreement, including requiring strict compliance with all state and federal mandates set forth therein by any contractors performing work on the Project who are subject to those mandates. The Project Sponsor further acknowledges that the forgiveness of the principal amount of the Loan Assistance by the Authority is conditional upon the Project Sponsor's complete and satisfactory compliance with the terms of the Loan Assistance Agreement, and that any failure to comply strictly with such terms could result in a requirement that the Project Sponsor repay to the Authority all or a portion of the Loan Assistance. The Project Sponsor has fully reviewed each and every term of the Loan Assistance Agreement.

**Section 2. Approvals, Appropriations and Expenditures.**

The Project Sponsor certifies that it has taken, or will take, all actions necessary under South Carolina law to approve, appropriate and expend the proceeds of the Loan Assistance.

**Section 3. Authorization of the Loan Assistance Agreement.**

The Loan Assistance Agreement is hereby approved, and the execution and delivery of the Loan Assistance Agreement on behalf of the Project Sponsor is hereby authorized and directed. The Loan Assistance Agreement shall be executed on behalf of the Project Sponsor by the Mayor and shall be attested to by the Clerk of City Council.

**Section 4. Miscellaneous.**

This Resolution shall be a contract between the Project Sponsor and the Authority, and shall be enforceable as such against the Project Sponsor.

**ADOPTED** by the City of Florence, South Carolina this 11<sup>th</sup> day of August, 2014.

**Approved as to form:**

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

\_\_\_\_\_  
Stephen J. Wukela  
**Mayor**

**Attest:**

SEAL

\_\_\_\_\_  
Dianne M. Rowan  
**Municipal Clerk**

**LOAN ASSISTANCE AGREEMENT**

**between**

**SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY**

**and**

**CITY OF FLORENCE**

Dated

August \_\_\_\_, 2014

relating to

Timmonsville Wastewater Treatment Plant Intermittent Sand Filter Rehabilitation

South Carolina Water Pollution Control Revolving Fund

FY 2013 Federal Capitalization Grant

Loan Assistance Number: F1-13-378-22

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

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ATTACHMENT #1 Davis-Bacon Wage Rates Required Under Federal Appropriations Act

LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the \_\_\_\_ day of August, 2014, (the "*Effective Date*") 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 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 Fiscal Year 2013 Federal Appropriations Act ("*Public Law 113-6*") requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and

WHEREAS, the Act, as amended May 28, 2010, authorizes the Authority to fully implement all requirements of Public Law 113-6 for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; 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 Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

## LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from Public Law 113-6 appropriations granted to the State of South Carolina (the "*State*") for the Fund subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the "*Loan Assistance*"), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.
2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, 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. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.
3. Disbursements.
  - (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package in submitting draw requests to the Department.
  - (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.
  - (c) The Authority will exert its best efforts to mail its check within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.
  - (d) All disbursements shall be provided by the Authority in the form of a check mailed to the Project Sponsor.
  - (e) 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.
4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.

5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.
- (a) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)
    - (i) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan Assistance funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors.
    - (ii) The Project Sponsor shall not be debarred for noncompliance with Federal Law and shall not award contracts to any firm that has been debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.
    - (iii) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.
    - (iv) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).
    - (v) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.
    - (vi) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
  - (b) Davis-Bacon and Related Acts, as required by Public Law 112-74, certifying 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 and Related Acts have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon and Related Acts. See Attachment #1 herein.
  - (c) All applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.
  - (d) Guidance Packages for: (i) Bidding and Award of Construction Contracts; (ii) Federal Requirements for the SRF Program; and (iii) Construction Contracts in the SRF Program.
  - (e) "American Iron and Steel" provisions, as set forth in the 2014 Appropriations Act (PL 113-76, Section 426) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

6. 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.
7. Contract Award, Construction Inspection and Completion.
  - (a) The Project Sponsor shall 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.
  - (b) The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms to the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.
  - (c) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and 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 Assistance participation.
  - (d) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.
8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).
9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.
10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents, Davis-Bacon certifications and associated support documentation, certified payroll records, procurement records, and technical records for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.
11. Accounting and Auditing.
  - (a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP).
  - (b) Within six (6) months of the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Authority, an annual financial audit prepared by an independent 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. An audit, as required by OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.458).

12. 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 including any matter due solely to the negligence of any of these parties.
13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever it is in preparation, under construction, or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector 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 pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.
14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts or engineering agreements affecting the Project and its operation.
15. 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. 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 an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.
16. 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 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 Department of responsibility for design or construction.
17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.
18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.
19. Complete Agreement. This Agreement contains Appendices "A", "B", "C" and "D", Attachment # 1, and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.
20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. Notices All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

City of Florence  
City Center  
324 West Evans Street  
Florence, South Carolina 29501-3403

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

22. 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.
23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.

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: Timmonsville Wastewater Treatment Plant Intermittent  
Sand Filter Rehabilitation

Loan Assistance Number: F1-13-378-22

Replacement of sand filter media, sand filter mud valves, riser piping and concrete pads, disposal of existing sand filter media onsite, and all other necessary appurtenances.

PROJECT BUDGET

Project Sponsor: City of Florence  
Project Name: Timmonsville Wastewater Treatment Plant Intermittent Sand Filter Rehabilitation  
Loan Assistance Number: F1-13-378-22

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>CWSRF LOAN FUNDS</u>	<u>TOTAL ELIGIBLE COSTS</u>
Construction	\$966,368	\$28,131	\$994,499
Total	\$966,368	\$28,131	\$994,499

Note: All Loan Assistance Funds are to be drawn under this Agreement prior to disbursing any funds for this project from the Timmonsville Sewer System Rehabilitation – Phase 1 Loan.

LOAN ASSISTANCE

Project Sponsor: City of Florence  
Project Name: Timmonsville Wastewater Treatment Plant Intermittent  
Sand Filter Rehabilitation  
Loan Assistance Number: F1-13-378-22

Loan Assistance Amount: \$966,368

Loan Amount:	\$966,368
Less Principal Forgiveness:	\$966,368
Net Amount for Repayment:	\$ 0

Project Sponsor: City of Florence

Loan Assistance Number: F1-13-378-22

PROCUREMENT REQUIREMENTS

- 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. MBE/WBE publications.
    3. Statewide or regional newspapers of general circulation.
    4. 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. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
  - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
  - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
  - L. 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.
  - M. After bid opening, provide the Department with the following:
    1. Project Construction Summary Form (DHEC Form #3589).
    2. A certified copy of the advertisement with date(s) of publication.
    3. A copy of the Project Sponsor's Bidders List.
    4. Detailed bid tabulation certified by Project Sponsor's engineer.
    5. Proposal of successful bidder(s).
    6. Bid Bond with associated Power of Attorney.
    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 contract amount(s).
    9. Davis-Bacon wage rate(s) used in bidding the project.

10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
  11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
  12. A copy of the prime contractor's Bidders List.
  13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
  14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
  15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
  16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
  17. 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.
  18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- 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. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
  - D. Monthly Construction Inspection Reports.
  - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
  - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- 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: Timmonsville Wastewater Treatment Plant Intermittent  
Sand Filter Rehabilitation

Loan Assistance Number: F1-13-378-22

None

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

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

Under the FY 2012 Appropriations Act (PL 112-74), DB prevailing wage requirements were permanently applied 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:** August 7, 2014

**AGENDA ITEM:** Resolution 2014-13 which is an amendment to Resolution 2013-26 approving a change to the incentive package for the old Royal Knight Building in order to change the structure of the conditional grant to bring it in line with the new numbers on costs of stabilization and to require the recipient of the conditional grant to actively seek involvement of minority owned entities in activity generated by incentivized construction activity.

**DEPARTMENT/DIVISION:** City Council, City Staff, and City Attorney

**I. ISSUE UNDER CONSIDERATION**

Should the City amend Resolution 2013-26 in order to ensure that developers seeking incentives from the City and their prime contractor(s) will make good faith efforts to actively invite and encourage minority business entities to participate in activities arising out of incentivized projects?

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

(a) Since the Council adopted Resolution No. 2013-26 in November, 2013, the developer group has gotten additional information on the costs associated with the stabilization of the Royal Knight Building and it is in the best interest of the City to change the structure of the conditional grant to bring it in line with the new numbers on costs of stabilization.

(b) As repeatedly alluded to in both the City's Comprehensive Plan and the Master Plan for downtown revitalization, it is important to the process and to the goals of revitalization to encourage recipients of incentives from the City to actively seek involvement of minority and women owned businesses in activity generated by incentivized construction activity.

(c) By motion passed at the City Council Meeting on July 9, 2014, Council directed staff to prepare an amendment to Resolution 2013-26 regarding the Royal Knight Building which both changes the structure of the conditional grant to bring it in line with the new numbers on costs of stabilization and adds requirements designed to ensure that the developers and their prime contractor(s) will make good faith efforts to actively invite and encourage minority business entities to participate in activities arising out of incentivized projects.

### **III. POINTS TO CONSIDER**

(a) The attached Resolution 2014-13 was drafted by the City Attorney to accomplish the stated goals of Council in a lawful manner.

(b) The Conditional Grant Agreement attached to the Resolution incorporates the changes highlighted above.

(c) Upon adoption of the Resolution, the City Attorney and City Staff will develop both the form and the procedure described in the Ordinance to finalize the reporting mechanism required by the Resolution to ensure that developers and their prime contractor(s) make good faith efforts to actively invite and encourage minority business entities to participate in activities arising out of the incentivized project.

### **IV. OPTIONS**

(a) Approve the Resolution as presented.

(b) Amend the Resolution to accomplish the same goals.

(c) Defeat the Resolution.

### **IV. ATTACHMENTS**

(a) Proposed Resolution 2014-13.

(a) Conditional Grant Agreement referred to in Resolution 2014-13.

## RESOLUTION NO. 2014-13

**AMENDMENT TO RESOLUTION 2013-26 APPROVING A CHANGE TO THE INCENTIVE PACKAGE FOR THE OLD ROYAL KNIGHT BUILDING IN ORDER TO CHANGE THE STRUCTURE OF THE CONDITIONAL GRANT TO BRING IT IN LINE WITH THE NEW NUMBERS ON COSTS OF STABILIZATION AND TO REQUIRE THE RECIPIENT OF THE CONDITIONAL GRANT TO ACTIVELY SEEK INVOLVEMENT OF MINORITY OWNED ENTITIES IN ACTIVITY GENERATED BY INCENTIVIZED CONSTRUCTION ACTIVITY.**

**Incident to adoption of this Resolution, City Council ("Council") makes the following findings of fact:**

1. Pursuant to Sections 2-200 through 2-207 of the Code of Ordinances for Florence, Council has recognized and authorized the granting of economic development incentives for projects in the downtown area and has established criteria and requirements to be utilized in addressing requests for such incentives.
2. In connection with the City's Combined Waterworks and Sewerage System (the "System"), City Council has previously adopted a policy to utilize certain System revenues in support of economic development, which purpose is a public purpose as it benefits the System's service area and therefore the economic well-being of the System itself.
3. Over the last several months, private investors (the "Developer Team" have approached the City to request support from this funding source in connection with a proposed \$2,500,000.00 investment consisting of the redevelopment of the Royal Knight Building to include completely stabilizing the premises, bringing the premises into full compliance with the applicable Maintenance Code, developing the first floor of the premises into a restaurant and retail space and including therein a public restroom facility, developing the upper floors of the premises into an extended stay facility associated with Hotel Florence, all of which will be located in the heart of the downtown historic area (the "Project").
4. The Developer Team has advised that the project would utilize high volumes of water and sewer service already available to the site, these services being totally unused at the present time since the property is vacant.

5. The provision of the water and sewer services needed for the site would require no additional investment into the infrastructure by the City since the lines to be utilized are in place.
6. The Developer Team has further advised that the Project is expected to generate numerous construction jobs and approximately 15-20 permanent jobs and increase the assessed value many times over the current values. Thus, in addition to being a tremendous asset to the ongoing efforts to revitalize downtown, it would also generate significant revenue to the utility fund of the City of Florence over the future years of use as well as the tax base of the City, Florence County and Florence County School District No. 1 as well as create employment opportunities for our citizens.
7. Based upon the fact that the successful completion of the project as proposed would result in a positive revenue impact on the utility fund over the long term, the use of utility fund reserves meets all criteria of economical feasibility previously established by Council and will benefit the System in the long run.
8. The Project is located in the center of the H-1 Historic District and, is a continuation of the first major private investment for the Historic District since the initiation of the redevelopment efforts downtown and it demonstrates the optimism of the Developer Team in the ultimate success of the downtown redevelopment efforts.
9. The expenditure of these Utility funds to assist in encouraging redevelopment and revitalization of the historic downtown area of the City of Florence is consistent not only with past practice to support economic development but also with the effort that has been ongoing for many years in Florence and is of great benefit to the citizens of Florence.
10. As reflected by earlier action of this Council through the approval of the Comprehensive Plan and the Master Plan for the redevelopment of the downtown area, the downtown redevelopment effort is an essential and highly beneficial process for the City.
11. Council is mindful of the criteria set forth by the South Carolina Supreme Court in *Byrd v. Florence County* in determining when industrial development constitutes a public purpose. In that case, as further developed in *Nichols v. South Carolina Research Authority*,

the South Carolina Supreme Court formulated a four-point standard to include (1) the ultimate goal or benefit to the public, (2) whether public or private parties will be the primary beneficiaries, (3) the speculative nature of the project and (4) the probability that the public interest will be ultimately served.

12. While recognizing that the provision of incentives to private developers has some benefit to the private developers, the purpose of this incentive is to benefit the citizens of the City by encouraging revitalization and redevelopment of the downtown area thereby bringing about great positive direct economic impact upon the City, indirect economic impact upon the City by attracting additional businesses, investment and patronage into the downtown, and through enhancing quality of life and enjoyment issues by restoring the historic downtown area of Florence. Council has therefore applied the four-part test formulated by the Supreme Court to the Project and has determined that points 1 and 2 are satisfied as described in paragraphs 6, 7, 8, 9 and 10 above.
13. The Project proposed by the Developer Team, while certainly involving risk from their standpoint, carries with it assurances of success to the City since the Developer Team has a proven ability to restore historic buildings within the local community in an economically feasible manner. In addition, with respect to factors 3 and 4 of the *Nichols* test, Council has determined to provide the requested financial support on the condition that the Developer Team has completed the stabilization and compliance with the applicable Maintenance Code in order to remove any speculative nature of the undertaking and to ensure that the public interest will be served.
14. But for the transfer of the Royal Knight property to the Developer Team under this project, the City would be responsible for expending the sum of \$261,046.00 to stabilize the building and to bring the building into compliance with the applicable Maintenance Code.
15. The development of a public bathroom facility within the project which will be leased to the City for ten (10) years to allow use of public bathroom facilities after normal business hours provides a badly needed asset for the downtown area and serves the general public.

16. The benefit to the public greatly outweighs the private benefit, and this Council is convinced that the utilization of these funds, which will largely be recouped over future years through utility services purchased, will serve great public purpose.
17. As repeatedly stated in both the City's Comprehensive Plan and the Master Plan for downtown revitalization, the provision of significant incentives to encourage investment in downtown properties is essential for the success of these programs.
18. Based on the descriptions of the project provided and the assurances that the Project will involve the development of a restaurant, retail, public restroom, and extended stay hotel space at a total project cost in excess of \$2,500,000.00, the provision of incentives by the City meets all of the requirements and criteria set out in Section 2-205 and 2-206 of the City Code and is necessary, warranted and in the best interest of the citizens of Florence.
19. Council previously adopted Resolution No. 2013-26 in November, 2013 approving a Conditional Grant and incentive package for the redevelopment of the Royal Knight Building by the Developer Team.
20. Since that approval, the Developer Team has gotten additional information on the costs associated with the stabilization of the Royal Knight Building and it is in the best interest of the City to change the structure of the conditional grant to bring it in line with the new numbers on costs of stabilization.
21. As repeatedly alluded to in both the City's Comprehensive Plan and the Master Plan for downtown revitalization, it is important to the process and to the goals of revitalization to encourage recipients of incentives from the City to actively seek involvement of minority and women owned businesses in activity generated by incentivized construction activity.

**NOW, THEREFORE, BASED UPON THE FINDINGS OF FACT SET OUT ABOVE, IT IS HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FLORENCE, SOUTH CAROLINA THAT RESOLUTION 2013-26 IS HEREBY AMENDED TO READ AS FOLLOWS:**

a. The City hereby approves a conditional grant of funds to the Developer Team from the Utility Reserve Fund in the amount of \$261,046.00, the terms and conditions of the grant being set out in detail in the Conditional Grant Agreement attached hereto as Exhibit "A" and incorporated herein by reference. The conditions contained in the Conditional Grant Agreement are intended to remove any speculative nature from the Project, to ensure the probability that the public interest will be primarily served, and to ensure that the Developer Team and their prime contractor(s) comply with the new requirements of the City regarding active solicitation of minority businesses for participation in the construction activities involved in the project.

b. The City Manager is hereby authorized and directed to proceed with the execution of the Conditional Grant Agreement and other such documentation as may be necessary to carry out the actions authorized herein.

**AND IT IS SO RESOLVED** this \_\_\_\_ day of August, 2014.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JAMES W. PETERSON, JR.**  
City Attorney

\_\_\_\_\_  
**STEPHEN J. WUKELA**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**DIANNE M. ROWAN**  
Municipal Clerk



development and has concluded that the development meets the eligibility criteria and has therefore specifically authorized this agreement.

4. The project proposed by the Developer Team meets all eligibility criteria and other factors of consideration regarding the Program in the following particulars:

- a. The project is located in the downtown TIF district;
- b. The project is located in the Historic Overlay District which makes up a portion of and is included in the downtown TIF district;
- c. The restaurant, retail sales and extended stay hotel project is identified as a tourism-related business;
- d. The overall project anticipates a capital investment of approximately \$2,500,000.00;
- e. The proposed investment increases the taxable value of the real estate involved by more than \$2,000,000.00;
- f. The Project will generate significant governmental fees in the form of water and sewer taps, building permits, and business license fees;
- g. The Project will generate a very significant incremental increase in the net property taxes paid on the property;
- h. The project is anticipated to generate significant hospitality fees and accommodations taxes;

- i. The project is anticipated to create 15-20 new jobs in the downtown area, and the Developer Team represents that the jobs will pay a living wage;
- j. Recognition is given to the Developer Team's prior significant development contributions to the downtown TIF district in the form of the recent successful renovation and leasing of the old Florence Library and Hotel Florence and Victors.
- k. The project is of great importance to the redevelopment of the Historic District in that it represents an early continuation of very large private investment in the area and involves the type project that should have a very significant impact on the value of and the redevelopment of surrounding properties in the Historic District.

**Statement of Agreement**

1. The City agrees to arrange for the transfer of ownership of the properties necessary for the completion of the project to the Developer Team, said properties being commonly known as the "Royal Knight Building" located at 104 W. Evans St.

2. The Developer Team agrees to perform all required work (permitting, stabilization, construction, development services) associated with a project which encompasses retail/office space, hotel space, and public bathroom facilities in substantial compliance with the drawings, descriptions and representations set out in the presentation attached hereto as Exhibit "A" and incorporated herein by reference.

3. The Developer Team agrees that it has established a goal of completing maintenance (stabilization) related construction activities for the project by no later than January 30, 2015 and it further agrees that it will complete construction of the described project shown in Exhibit "A", by no later than December 31, 2015. It is also agreed by the Developer Team should they fail to meet the deadlines as specified in this agreement that they shall at the request of the City, immediately convey the real estate and the improvements known as the Royal Knight Building as described in Paragraph 1 above to the City or its designee, free and clear of all liens and encumbrances.

4. As authorized by Resolution Nos. 2013-26 and 2014-13, the City agrees to grant to the Developer Team the sum of \$261,046.00, which represents the same amount that the City would have to pay to stabilize the building and to bring it into compliance with the applicable Maintenance Code, from the City's Utility Reserve Fund, said sum to be available for distribution to the Developer Team pursuant to Paragraph 5 below.

5. The grant funds described above shall be used solely for the purpose of reimbursing the Developer Team for the cost of stabilizing the premises and bringing the premises into compliance with the applicable Maintenance Code, and this grant is conditioned upon the Developer Team completion of the stabilization of the premises and the bringing of the premises into compliance with the Maintenance Code by no later than January 30, 2015. Said grant sum will be paid by the City to the Development Team at the time of the completion of the following:

(a) Upon the granting and issuance of a Certificate of Appropriateness by the Design Review Board for the City of Florence and a Building Permit issued by the Florence County Building Department that is considered to be in compliance with the applicable Maintenance Code to the satisfaction of the City Manager or his designee; and

(b) submission of documentation on a form provided by the City and in a method prescribed by City Staff, that the Developer Team and the prime contractor(s) have agreed to actively solicit and encouraged minority business entities (MBE's) to participate in subcontracting and significant material supplier opportunities available related to the incentivized project.

7. The Development Team previously received a \$425,000.00 grant from the Utility Reserve Fund for the Hotel Florence and Victors Restaurant Project which was made based upon the condition that the resulting development would result in future purchases of water and sewer services from the City in amounts sufficient to match the granted funds over a 25-year period from the date of the issuance of the Certificate of Occupancy of the hotel and restaurant. Since this project at the Royal Knight Building includes the development of extended stay rooms associated with Hotel Florence, the City agrees that water and sewer services associated with this new development will be included with the water and sewer service purchases for the previous project when determining whether the purchases of water and sewer services from the City are in amounts sufficient to match the \$425,000.00 previous grant over a 25-year period from the date of the issuance of the Certificate of Occupancy of the hotel and restaurant in accordance with the calculations, terms and conditions set out in Paragraphs 8 and 9 of the Conditional Grant Agreement dated July, 2011. In addition, in order to facilitate the use of additional water and sewer services from this new project in the calculation

referred to above, the three year period of the calculation as described in Paragraph 8 of the of the Conditional Grant Agreement dated July, 2011 is hereby amended to read as follows:

“The parties hereto agree that the ability of the project to match the grant through utility usage will be determined through a one-time calculation to be made immediately following the third year anniversary of the issuance of the Certificate of Occupancy for the project known as the Royal Knight Building authorized under Resolution Nos. 2013-26 and 2014-13”

8. The Developer Team agrees that, as part of the project, a public bathroom facility will be constructed on the first floor that meets the requirements of the City. It is agreed that the City will enter into a lease of the public bathroom facilities for a term of Ten (10) years from completion which will allow access to the bathroom facilities for downtown events after business hours. The rent on the bathroom facility for the term of the Lease will be \$9,000.00 per year. Additionally, at the time of the completion of the project, the City will execute appropriate documents granting unto the Developer Team and their successors and assigns the right to use said public restroom facilities in conjunction with the overall development.

9. The total incentive amount being paid through the agreement shall not be greater than the value received by the City and delivered from the capital investment during the term of the incentive. Nothing herein shall be deemed a pledge of the City's full faith, credit, and taxing power, and nothing herein shall be a general obligation pledge of the City within the meaning of Article X of the South Carolina Constitution.

10. This Conditional Grant Agreement expresses the entire agreement and all promises, covenants, and warranties between the parties hereto. It can be changed

only by a subsequently written instrument signed by both parties. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular shall include plural, and use of any gender shall include all.

11. The provisions of this Conditional Grant Agreement are severable, and if any one or more of the provisions, sentences, clauses, sections or parts hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF FLORENCE**

**DEVELOPER TEAM**

Downtown Hospitality Group, LLC

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

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

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

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

**FLORENCE CITY COUNCIL MEETING**

**DATE:** August 11, 2014

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

**DEPARTMENT/DIVISION:** City Council

**I. ISSUE UNDER CONSIDERATION:**

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

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

There are seven boards/commissions that, as of June 30, 2014, have either a vacancy or an expiring term.

**III. ATTACHMENTS:**

Letters from existing board members indicating if they want to continue to serve  
Applications received

**SCHEDULE OF COUNCIL NOMINATIONS TO BOARDS AND COMMISSIONS - August 2014**

	District 1	District 2	District 3	At-Large 1	At-Large 2	At-Large 3	Mayor	
	Ervin	Robinson	Brand	Willis	Wms-Blake	Hill	Wukela	
Accommodations Tax Advisory Committee		X						Chad Patterson
City of Florence Planning Commission			X					Vacancy
City County Civic Center Commission		X	X					Vacancy; Michael Scott Long
City County Historical Commission				X	X	X		Vacancy; Mark Buyck, III; Alberta Major
Housing Authority							X	Felicia Smith
Parks and Beautification Commission		X						Bettie Ann McCrae
Veterans Park Committee		X						Donnie Carter

**Accommodations Tax Advisory Committee**

**One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Mr. Chad Patterson

Would like to be reappointed

Councilman Robinson

**Attachments:**

Letter of Interest from current board member  
Applications Received



City of  
**FLORENCE**  
SOUTH CAROLINA

CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Mr. Chad Patterson  
820 Gregg Avenue  
Florence, SC 29501

Dear Mr. Patterson:

Our records indicate that your term on the Accommodations Tax Advisory Committee will expire on June 30, 2014. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Commission. Please return this letter to our office and keep the enclosed copy for your records.

Thank you for your past service to the City of Florence. Your time and effort are deeply appreciated.

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

Sincerely,

Drew Griffin  
City Manager

I would like to continue to serve on the Accommodations Tax Advisory Committee.

I do not want to serve on the Accommodations Tax Advisory Committee.

\_\_\_\_\_  
Mr. Chad Patterson



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 <i>#3</i>	
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>715-245-9941</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:  
*N/A*

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.

*Charles E. Raines*  
Signature

*5/8/13*  
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>5-9-2013</i>
Appointed to:	
Date:	

**City of Florence Planning Commission**

**One Re/Appointment**

**Current Board Member**

Vacancy (Mr. Ron Moore resigned 6-10-2014)

**Attachments:**

Letter of Interest from current board member

Applications Received

**Councilmember to make  
Appointment**

Mayor Pro tem Brand



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

Board or Commission for which you are applying: <i>City of Florence Planning Commission</i>			
Your Name (Last, First, Middle) <i>Edwards, Janifer Bunkett</i>	County <i>Florence</i>	Council District <i>#3</i>	
Residential Address <i>860 Santee Drive</i>	City <i>Florence</i>	State <i>South Carolina</i>	Zip Code <i>29501</i>
Mailing Address <i>same</i>	City	State <i>South Carolina</i>	Zip Code
Your Occupation - Title <i>Housewife</i>	Business Phone	Residence Phone <i>667 8494</i>	
Employer Name	E-Mail Address <i>jedwards@sc.rr.com*</i>		
Employer Address	City	State <i>South Carolina</i>	Zip Code

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? *26 yrs*

Why would you like to serve?

*I would like to help make Florence a better place to live, work, and visit.*

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:

*yes. Florence County Planning Commission*

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:

*Not currently. In the past I have served on the boards of the Heart Association, Medical Alliance, Performing Arts Center and Central Methodist Church.*

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

*Improve the beauty, culture, and livability of Florence, contributing to an improved quality of life for its citizens.*

I certify that the information above is true and correct. Information on this form will be considered public information. \*I would like to keep my e-mail address private.

*Janifer Edwards*  
Signature

*7-10-14*  
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>7-10-2014</i>
Appointed to:	
Date:	



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

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	Business Phone	Residence Phone	
Employer Name	E-Mail Address <b>radtk108@umn.edu</b>		
Employer Address	City	State <b>South Carolina</b>	Zip Code

**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 M.S. 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:	



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

Board or Commission for which you are applying:  
Board Member

Your Name (Last, First, Middle) <u>POSTON, KRISTY IELAND</u>	County <u>Florence</u>	Council District <u># 2</u>
Residential Address <u>1126 Third Loop Rd Apt H</u>	City <u>Florence</u>	State <u>South Carolina</u>
Mailing Address <u>1126 Third Loop Rd Apt H</u>	City <u>Florence</u>	Zip Code <u>29505</u>
Your Occupation - Title <u>Front Office Assistant</u>	Business Phone <u>843-674-1400</u>	Residence Phone <u>843-496-0804</u>
Employer Name <u>Carolinas Medical Alliance</u>	E-Mail Address <u>Kristymeland@gmail.com</u>	
Employer Address <u>805 Pumplico Hwy Suite B310</u>	City <u>Florence</u>	State <u>South Carolina</u>
		Zip Code <u>29505</u>

**General Qualifications**

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

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:	<u>4-1-2013</u>
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 <i>#3</i>
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:  
*N/A*

Are you involved in any Community Activities? If so, please list:  
*President of the Rogab 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.

*Charles E. Raines*  
Signature

*5/8/13*  
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>5-9-2013</i>
Appointed to:	
Date:	

**Civic Center Commission**

**One Vacancy and One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Vacancy

Mr. Michael Scott Long

Would like to be reappointed

Councilman Robinson

Councilman Brand

**Attachments:**

Letter of Interest from current board member

Applications Received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Mr. Michael Scott Long  
1414 Hunter Street  
Florence, SC 29505

Dear Mr. Long:

Our records indicate that your term on the Civic Center Commission will expire on June 30, 2014. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Commission. Please return this letter to our office and keep the enclosed copy for your records.

Thank you for your past service to the City of Florence. Your time and effort are deeply appreciated.

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

Sincerely,

Drew Griffin  
City Manager

I would like to continue to serve on the Civic Center Commission.

I do not want to serve on the Civic Center Commission.

Mr. Michael Scott Long



**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># 2</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>	Zip Code <b>29505</b>
Mailing Address <b>1126 Third Loop Rd Apt H</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>
Your Occupation - Title <b>Front Office Assistant</b>	Business Phone <b>843-674-1400</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>605 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? 4 yrs

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

**FOR OFFICE USE ONLY**

Received:	<u>4-1-2013</u>
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 <i>#3</i>
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>Stuttin 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 big 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:

*N/A*

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

Date

*5/8/13*

**RETURN COMPLETED FORM TO:**

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**FOR OFFICE USE ONLY**

Received:	<i>5-9-2013</i>
Appointed to:	
Date:	

**Historical Commission**

**One Vacancy and Two Re/Appointments**

**Current Board Member**

**Councilmember to make  
Appointment**

Vacancy (Mr. Dowis does not want to be reappointed)

Mr. Mark Buyck, III

Would like to be reappointed

Ms. Alberta Major

Did not return letter

Councilman Willis

Councilwoman Williams Blake

Councilman Hill

**Attachments:**

Letter of Interest from current board member

Applications Received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Mr. William S. Dowis  
1500 Madison Avenue  
Florence, SC 29501

Dear Mr. Dowis:

Our records indicate that your term on the City County Historical Commission will expire on June 30, 2014. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Commission. Please return this letter to our office and keep the enclosed copy for your records.

Thank you for your past service to the City of Florence. Your time and effort are deeply appreciated.

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

Sincerely,

Drew Griffin  
City Manager

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

I do not want to serve on the City County Historical Commission.

Mr. William S. Dowis



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Mr. Mark W. Buyck, III  
414 Seminole Avenue  
Florence, SC 29501

Dear Mr. Buyck:

Our records indicate that your term on the City County Historical Commission will expire on June 30, 2014. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Commission. Please return this letter to our office and keep the enclosed copy for your records.

Thank you for your past service to the City of Florence. Your time and effort are deeply appreciated.

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

Sincerely,

Drew Griffin  
City Manager

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

I do not want to serve on the City County Historical Commission.

  
Mr. Mark W. Buyck, III



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

Board or Commission for which you are applying:  
Board Member

Your Name (Last, First, Middle) <u>POSTON, KRISTY ILEAND</u>	County <u>Florence</u>	Council District <u>#2</u>
Residential Address <u>1126 Third Loop Rd Apt H</u>	City <u>Florence</u>	County <u>Colleton #8</u>
Mailing Address <u>1126 Third Loop Rd Apt H</u>	City <u>Florence</u>	State <u>South Carolina</u>
Your Occupation - Title <u>Front Office Assistant</u>	Business Phone <u>843-674-1460</u>	Zip Code <u>29505</u>
Employer Name <u>Carolinas Medical Alliance</u>	E-Mail Address <u>Kristymileand@gmail.com</u>	Residence Phone <u>843-496-0804</u>
Employer Address <u>805 Pumplico Hwy Suite B310</u>	City <u>Florence</u>	State <u>South Carolina</u>
		Zip Code <u>29505</u>

**General Qualifications**

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

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

**FOR OFFICE USE ONLY**

Received:	<u>4-1-2013</u>
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 <i>#3</i>
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:  
*N/A*

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.

*Charles E. Raines*  
 Signature

*5/8/13*  
 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:	<i>5-9-2013</i>
Appointed to:	
Date:	

**Housing Authority of Florence**

**One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Ms. Felicia Smith

Would like to be reappointed

Mayor Wukela

Attachments:

Applications Received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Mrs. Felicia R. Smith  
305 S. Johns Street  
Florence, SC 29506

Dear Mrs. Smith:

Our records indicate that your term on the Housing Authority Board will expire on June 30, 2014. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Board. Please return this letter to our office and keep the enclosed copy for your records.

We appreciate your past service to the City of Florence. Your time and effort are deeply appreciated.

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

Sincerely,

Drew Griffin  
City Manager

I would like to continue to serve on the Housing Authority Board.

I do not want to serve on the Housing Authority Board.

\_\_\_\_\_  
Mrs. Felicia R. Smith



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

Board or Commission for which you are applying: <i>Housing Authority</i>			
Your Name (Last, First, Middle) <i>Cain, Teresa M.</i>	County <i>FLORENCE</i>	Council District <i>#1</i>	
Residential Address <i>3698 Westpoint Drive</i>	City <i>FLORENCE</i>	State <i>South Carolina</i>	Zip Code <i>29511</i>
Mailing Address <i>3698 Westpoint Drive</i>	City <i>FLORENCE</i>	State <i>South Carolina</i>	Zip Code <i>29511</i>
Your Occupation - Title <i>Self-Employed</i>	Business Phone <i>843-615-2059</i>	Residence Phone <i>843-407-6800</i>	
Employer Name <i>Margray Consulting</i>	E-Mail Address <i>MUNFORD40years@comcast.com</i>		
Employer Address <i>3698 Westpoint Dr</i>	City <i>FLORENCE</i>	State <i>South Carolina</i>	Zip Code <i>29511</i>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? \_\_\_\_\_

Why would you like to serve?  
*I would like to be able to make a difference in someone's lives.*

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

*NONE*

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:

*NONE, HOWEVER I DO MINISTRY WORK, (HUSBAND IS A PASTOR)*

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

*Goals are to assist in maintaining and suggesting ways of providing the most efficient service for clients. Objective is to be proactive in decisions and ideas of making homeowners lives sufficient.*

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

*Teresa M. Cain*  
 Signature

*6/30/2014*  
 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>June 30, 2014</i>
Appointed to:	
Date:	



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

Board or Commission for which you are applying: <u>Housing Authority of Florence</u>			
Your Name (Last, First, Middle) <u>Jupiter, Rubilee Josephine</u>		County <u>Florence</u>	Council District <u>05</u>
Residential Address <u>201 Millstone Rd #205G</u>		City <u>Florence</u>	State <u>South Carolina</u>
Mailing Address <u>Same</u>		City	Zip Code <u>29505</u>
Your Occupation - Title <u>Retired</u>		Business Phone <u>N/A</u>	Residence Phone <u>843-319-3774</u>
Employer Name <u>N/A</u>		E-Mail Address <u>JoJup71@GMAIL.COM</u>	
Employer Address <u>N/A</u>		City <u>N/A</u>	State <u>N/A</u> <u>South Carolina</u>
			Zip Code

**General Qualifications** I have been a resident of Florence since 1972 until my house burned in 2013 at which time I moved to the County and have stayed actively involved in the community.  
 Are you a resident of the City?  Yes  No How Long? involved in the community.  
 Although my house burned, I still own the property within the city limits.

Why would you like to serve?  
My background in Housing issues as a retired housing employee will enable me to be a productive commissioner

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

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:  
Community Action Agency, Pee Dee Mental Health, State Mental Health Commission, Housing Authority of Florence

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:  
S.C. Senior Sports Classic - Secretary

Are you involved in any Community Activities? If so, please list:  
Florence Area Arts Alliance - Treasurer, Health Facilities FCU - Vice Chair  
Volunteer - Florence Little Theater - Francis Marion Performing Arts Center

What are your goals and objectives if appointed to the Commission/Board?  
To provide quality affordable housing for our less advantaged citizens.  
To present opportunities for positive growth & improved lifestyles for all residents.

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

R. Josephine Jupiter  
 Signature

6/2/2014  
 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>July 2, 2014</u>
Appointed to:	
Date:	



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

Board or Commission for which you are applying: <b>City Of Florence Housing Authority</b>			
Your Name (Last, First, Middle) <b>Hanna, Tabitha C</b>		County <b>Florence</b>	Council District <b># 1</b>
Residential Address <b>964 Veranda Way</b>		City <b>Florence</b>	State <b>South Carolina</b> Zip Code <b>29501</b>
Mailing Address <b>Same as above</b>		City	State <b>South Carolina</b> Zip Code
Your Occupation - Title <b>Human Service Coordinator I</b>		Business Phone <b>(843)413-6530</b>	Residence Phone <b>(843)413-0941</b>
Employer Name <b>South Carolina Department of Social Services</b>		E-Mail Address <b>Tabitha.Hanna@dss.sc.gov</b>	
Employer Address <b>2120 Jody Rd Suite D</b>		City <b>Florence</b>	State <b>South Carolina</b> Zip Code <b>29506</b>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? 11 years

Why would you like to serve?

Having an opportunity to assist and support the citizens of Florence.

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

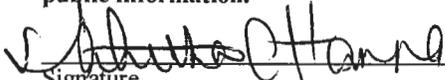
Are you involved in any Community Activities? If so, please list:

Volunteer Cheer-leading coach for Florence Recreation Department.

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

To have input to address the needs of the citizens of Florence.

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

  
Signature

7-21-14  
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>7-25-2014</u>
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>#2</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>	Zip Code <b>29505</b>
Mailing Address <b>1126 Third Loop Rd Apt H</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>
Your Occupation - Title <b>Front Office Assistant</b>	Business Phone <b>843-674-1400</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 Pumplico 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? **9 yrs**

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 d 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

**FOR OFFICE USE ONLY**

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 <i>#3</i>
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 big 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:  
*N/A*

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

*Charles E. Raines*  
 Signature

*5/8/13*  
 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>5-9-2013</i>
Appointed to:	
Date:	

**Parks and Beautification**

**One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Ms. Bettie Ann McCrae

Would like to be reappointed

Councilman Robinson

**Attachments:**

Letter of Interest from current board member

Applications Received



City of  
**FLORENCE**  
SOUTH CAROLINA

**CITY ADMINISTRATION**

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Ms. Bettie Ann McCrae  
1009 W. Darlington Street  
Florence, SC 29501

Dear Ms. McCrae:

Our records indicate that your term on the Parks & Beautification Commission will expire on June 30, 2014. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Commission. Please return this letter to our office and keep the enclosed copy for your records.

Thank you for your past service to the City of Florence. Your time and effort are deeply appreciated.

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

Sincerely,

Drew Griffin  
City Manager

I would like to continue to serve on the Parks & Beautification Commission.

I do not want to serve on the Parks & Beautification Commission.

Ms. Bettie Ann McCrae



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

Board or Commission for which you are applying:  
Board Member

Your Name (Last, First, Middle) <u>BOSTON, KRISTY LELAND</u>	County <u>Florence</u>	Council District <u># 2</u>
Residential Address <u>1126 Third Loop Rd Apt H</u>	City <u>Florence</u>	County Council # <u>8</u>
Mailing Address <u>1126 Third Loop Rd Apt H</u>	City <u>Florence</u>	State <u>South Carolina</u>
Your Occupation - Title <u>Front Office Assistant</u>	Business Phone <u>843-674-1400</u>	Zip Code <u>29505</u>
Employer Name <u>Carolinas Medical Alliance</u>	E-Mail Address <u>Kristymleland@gmail.com</u>	Residence Phone <u>843-496-0304</u>
Employer Address <u>805 Pamlico Hwy Suite B310</u>	City <u>Florence</u>	State <u>South Carolina</u>
		Zip Code <u>29505</u>

**General Qualifications**

Are you a resident of the City?  Yes  No How Long? 4 yrs

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 Boston  
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

**FOR OFFICE USE ONLY**

Received:	<u>4-1-2013</u>
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 <i>#3</i>
Residential Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	State <i>South Carolina</i>
Mailing Address <i>1313 Jackson Ave</i>		City <i>Florence</i>	Zip Code <i>29501</i>
Your Occupation - Title <i>Restaurant / Part Owner</i>		Business Phone <i>715-245-9941</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>	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:  
*N/A*

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.

*Charles E. Raines*  
Signature

*5/8/13*  
Date

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Received:	<i>5-9-2013</i>
Appointed to:	
Date:	

**Veterans Committee**

**One Re/Appointment**

**Current Board Member**

**Councilmember to make  
Appointment**

Mr. Donnie Carter

Would like to be reappointed

Councilman Robinson

**Attachments:**

Letter of Interest from current board member

Applications Received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

April 15, 2014

Mr. Donnie Carter  
3357 W. Forest Lake Drive  
Florence, SC 29501

Dear Mr. Carter:

Our records indicate that your term on the Veterans Park Committee will expire on June 30, 2014. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment to this Commission. Please return this letter to our office and keep the enclosed copy for your records.

Thank you for your past service to the City of Florence. Your time and effort are deeply appreciated.

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

Sincerely,

Drew Griffin  
City Manager

I would like to continue to serve on the Veterans Park Committee.

I do not want to serve on the Veterans Park Committee.

Mr. Donnie Carter



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>ROSTON, KRISTY LEUAND</b>	County <b>Florence</b>	Council District <b># 2</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>	Zip Code <b>29505</b>
Mailing Address <b>1126 Third Loop Rd Apt H</b>	City <b>Florence</b>	State <b>South Carolina</b>	Zip Code <b>29505</b>
Your Occupation - Title <b>Front office Assistant</b>	Business Phone <b>843-674-1460</b>	Residence Phone <b>843-4916-0304</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? **9 yrs**

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 Leuand Roston**  
Signature

**03/28/2013**  
Date

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

Board or Commission for which you are applying: <i>Any</i>			
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Mailing Address <i>1313 Jackson Ave</i>	City <i>Florence</i>	State <i>South Carolina</i>	Zip Code <i>29501</i>
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Employer Name <i>Stuttin 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>

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*Charles E. Raines*  
 Signature

*5/8/13*  
 Date

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