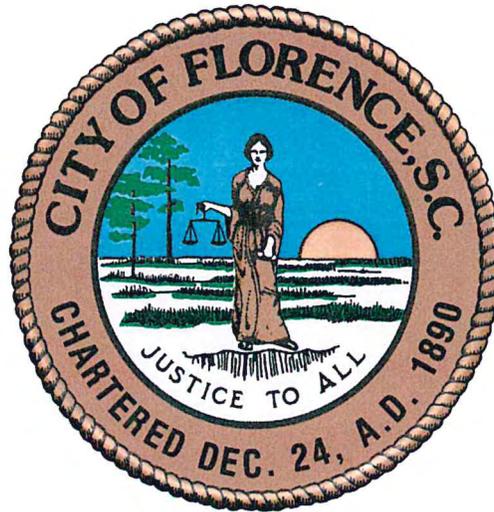


REGULAR MEETING
OF
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS
324 W. EVANS STREET
FLORENCE, SOUTH CAROLINA

MONDAY
OCTOBER 19, 2015
2:00 P.M.

REGULAR MEETING OF FLORENCE CITY COUNCIL

MONDAY, OCTOBER 19, 2015 – 2:00 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

September 8, 2015 – Regular Meeting

IV. HONORS AND RECOGNITIONS

Service Recognitions

Mareco Windom – 20 years – Utilities/Groundwater Production

Michael Melvin – 20 years – Utilities/Collection Operations

Arnold Burch – 20 years – Utilities/Collection Operations

John Miller – 20 years – Finance/Utilities & Licensing

Donald Covington – 15 years – Utilities/Surface Water Production

William Kelley – 15 years – Utilities/Waste Water

Billy Law – 10 years – Finance/Utilities & Licensing

VI. ORDINANCES IN POSITION

a. Bill No. 2015-29 – Second Reading

An Ordinance to annex and zone property located at North East corner of N. Cashua Drive and E. Darlington Street, said property being specifically designated in the Florence County Tax Records as Tax Map Parcels 00122-01-340 and 00123-01-090.

- b. **Bill No. 2015-30 – Second Reading**
An Ordinance to annex and zone property located at 928 West Marion Street, said property being specifically designated in the Florence County Tax Records as Tax Map Parcels 90060-12-023.

VII. INTRODUCTION OF ORDINANCES

- a. **Bill No. 2015-32 – First Reading**
An Ordinance to revise and amend Section 3 of the City of Florence Code of Ordinances relating to Animal Care and Control in the City of Florence.
- b. **Bill No. 2015-33 – First Reading**
An Ordinance to authorize the lease of a portion of the elevated tank and water plant site at 3381 Pine Needles Road, for the placement of a radio equipment building, antenna system and coaxial transmission line.
- c. **Bill No. 2015-34 – First Reading**
An Ordinance to amend the General Fund Budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2015 and ending June 30, 2016.
- d. **Bill No. 2015-35 – First Reading**
An Ordinance to amend Planned Development District Ordinance 1987-29.
- e. **Bill No. 2015-36 – First Reading**
An Ordinance of the City Council of the City of Florence authorizing acceptance of terms and conditions of a Commitment Letter and a Promissory Note in the principal amount of not exceeding \$700,000 with the South Carolina Community Loan Fund relating to a loan in connection with the Vista Street Redevelopment Project; authorizing the execution and delivery of various documents including the Commitment Letter and the Promissory Note; and other matters relating thereto.

VIII. INTRODUCTION OF RESOLUTIONS

- a. **Resolution No. 2015-21**
A Resolution to adopt a Municipal State Highway Project Agreement for improvements to South Cashua Drive.
- b. **Resolution No. 2015-22**
A Resolution to recognize the Brown Brothers

IX. REPORT TO COUNCIL

- a. *A report on the Appropriations of the Accommodations Tax funds for FY 2015-2016.*

- b. A Report on the Parks and Beautification Commission's recommendation to City Council regarding the relocation of the WWI Monument from Fred Sexton American Legion Post 1 to the Florence Veterans Park.*
- c. Appointments to Boards and Commissions*
- d. Ms. Cindy Williams – A Report on Runaway and Homeless Youth*

X. EXECUTIVE SESSION

XI. ADJOURN

**REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, SEPTEMBER 14, 2015
CITY CENTER COUNCIL CHAMBERS
324 W. EVANS STREET
FLORENCE, SOUTH CAROLINA**

MEMBERS PRESENT: Mayor Stephen J. Wukela called the regular meeting to order at 1:00 p.m. with the following members present: Mayor Pro tem Frank J. Brand, II; Councilman Robby L. Hill; Councilwoman Teresa Myers Ervin; Councilman Edward Robinson; Councilwoman Octavia Williams-Blake; and Councilman George D. Jebaily.

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

MEDIA PRESENT:

Gavin Jackson of the Morning News was present for the meeting.

Notices of this regularly scheduled meeting were sent to the media and individuals requesting a copy of the agenda, informing them of the date, time and place of the meeting.

INVOCATION

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

APPROVAL OF MINUTES

Mayor Pro tem Brand made a motion to adopt the minutes of the August 3, 2015 Regular Meeting and the minutes of the August 17, 2015 Special Meeting. Councilman Hill seconded the motion.

The minutes were adopted by unanimous vote.

HONORS AND RECOGNITIONS

Service Recognitions

Mayor Wukela presented Alvin Ard a Certificate in recognition of completing 30 years of service with the City of Florence.

Michael Davis received a Certificate of Recognition from Mayor Wukela for completing 30 years of service with the City.

Jim Garland was recognized for completing 15 years of service with the City of Florence.

Mayor Wukela presented Brian Matthews a Certificate of Recognition for completing 10 years of service with the City.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
SEPTEMBER 14, 2015 – PAGE 2**

Educational Recognition

On August 28, 2015, Steve Rasmussen passed his “E” Water Operator Certification Exam. He is now recognized as a licensed water operator by South Carolina Environmental Certification Board Division of Labor, Licensing and Regulation.

APPEARANCE BEFORE COUNCIL

Mr. Orthon Bellamy, Retired Parole Board Member – to give a presentation to Council regarding the impact of employment and ex-offenders.

Mr. Bellamy reported that his purpose today is to request the Council’s support in providing employment and opportunities for ex-offenders for the City of Florence. The request is for Council’s consideration to develop a screening process for an ex-offenders application that meets the qualification for the job. Mr. Bellamy is soliciting Council’s support to provide a mechanism as a vessel for hiring ex-offenders throughout the City of Florence or Florence County through some of the major corporations located in the County.

Mr. Bellamy stated that as far as the screening process, City Council could consider other factors besides the criminal record, such as job skills, the individual’s skill set and then at the second level, have the individual come in for an open interview, review the case and the criminal background. Also having someone present that is familiar with the applicant’s criminal record would be helpful.

In response to Councilwoman Ervin’s question regarding what part could the City play in this process and has there been any effort to start networking with local companies to have them start interviewing ex-offenders, Mr. Bellamy stated he has not made any contact with local companies.

Councilman Robinson stated he is working on a program that addresses working with corporations. This program would also take the ex-offenders through a program that would get them ready for employment. Those hired would be tracked to make sure they are doing what they are supposed to be doing.

ORDINANCES IN POSITION

BILL NO. 2015-23 – SECOND READING

AN ORDINANCE TO ZONE R-1, PENDING ANNEXATION, PROPERTY LOCATED AT 166 NORTH LAKEWOOD DRIVE, SAID PROPERTY BEING SPECIFICALLY DESIGNATED IN THE FLORENCE COUNTY TAX RECORDS AS TAX PARCEL 90009-04-007

An Ordinance to zone R-1, pending annexation, property located at 166 North Lakewood Drive, said property being specifically designated in the Florence County Tax Records as Tax Parcel 90009-04-007 was adopted on second reading.

Mayor Pro tem Brand made a motion to adopt Bill No. 2015-23 on second reading. Councilwoman Williams-Blake seconded the motion.

The motion to adopt was approved unanimously by Council.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
SEPTEMBER 14, 2015 – PAGE 3**

BILL NO. 2015-25 – SECOND READING

AN ORDINANCE TO ANNEX PROPERTY LOCATED AT 606 NORTH WILTSHIRE DRIVE, TAX MAP NUMBER 01221-01-228 INTO THE CITY OF FLORENCE AND ZONE TO R-1, SINGLE-FAMILY RESIDENTIAL DISTRICT.

An Ordinance to annex property located at 606 North Wiltshire Drive, Tax Map Number 01221-01-228 into the City of Florence and zone to R-1, Single-Family Residential District was adopted on second reading.

Mayor Pro tem Brand made a motion to adopt Bill No. 2015-25 on second reading. Councilman Hill and Jebaily seconded the motion.

The motion to adopt Bill No. 2015-25 was approved unanimously.

INTRODUCTION OF ORDINANCES

BILL NO. 2015-29 – FIRST READING

AN ORDINANCE TO ANNEX AND ZONE PROPERTY LOCATED AT NORTH EAST CORNER OF N. CASHUA DRIVE AND E. DARLINGTON STREET, SAID PROPERTY BEING SPECIFICALLY DESIGNATED IN THE FLORENCE COUNTY TAX RECORDS AS TAX MAP PARCELS 00122-01-340 AND 00123-01-090.

An Ordinance to annex and zone property located at North East corner of N. Cashua Drive and E. Darlington Street, said property being specifically designated in the Florence County Tax Records as Tax Map Parcels 00122-01-340 and 00123-01-090 was passed on first reading.

Mayor Pro tem Brand made a motion to pass Bill No. 2015-29. Councilman Hill seconded the motion.

Mr. Phillip Lookadoo, Director of Planning, Research and Development reported that the property is contiguous with the current city limits and is being proposed for annexation as a part of a development. Property to the north is currently being used as an automobile sales lot and the proposed use is an expanded Five Star Nissan. City water services are currently available and there is no cost to extend. City sewer services are not currently available. It would be approximately \$18,000 to extend the sewer services across North Cashua Drive. However, Five Star Nissan currently has sewer to the existing facility and it is assumed the expansion will use the existing sewer service and therefore there will be no charge to extend water and sewer services.

City staff recommends approval of this annexation and zoning request for B-3, General Commercial District. The Planning Commission held a Public Hearing on August 11, 2015 and voted unanimously (8-0) to recommend the parcel be zoned B-3, General Commercial District upon successful annexation into the City of Florence.

The motion to pass Bill No. 2015-29 was unanimously approved.

BILL NO. 2015-30 – FIRST READING

AN ORDINANCE TO ANNEX AND ZONE PROPERTY LOCATED AT 928 WEST MARION STREET, SAID PROPERTY BEING SPECIFICALLY DESIGNATED IN THE FLORENCE COUNTY TAX RECORDS AS TAX MAP PARCELS 90060-12-023.

An Ordinance to annex and zone property located at 928 West Marion Street, said property being specifically designated in the Florence County Tax Records as Tax Map Parcels 90060-12-023 was passed on first reading.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
SEPTEMBER 14, 2015 – PAGE 4**

Mayor Pro tem Brand made a motion to pass Bill No. 2015-30 on first reading. Councilman Hill seconded the motion.

Mr. Phillip Lookadoo, Director of Planning, Research and Development reported the property is surrounded by the city limits and the lot is currently the site of a single-family dwelling. City water and sewer services are currently available and there is no cost to extend utility services.

A Public Hearing for zoning was held at the August 11, 2015 Planning Commission meeting. The Planning Commission members present voted 9-0 to recommend the zoning request of R-4, Multi-Family Residential District. City staff recommends annexation and concurs with the Planning Commission's recommendation to zone the property R-4, Multi-Family Residential District.

The motion was approved unanimously.

BILL NO. 2015-31 – FIRST READING
AN ORDINANCE TO REZONE PROPERTY LOCATED AT 1620 KING AVENUE, TAX MAP NUMBER 90035-01-018, FROM R-2, SINGLE-FAMILY RESIDENTIAL TO R-5, MULTI-FAMILY RESIDENTIAL DISTRICT.

An Ordinance to rezone property located at 1620 King Avenue, Tax Map Number 90035-01-018, from R-2, Single-Family Residential to R-5, Multi-Family Residential District was denied by Council.

There was no objection from Council to receive a report regarding this request to rezone the property from R-2, Single Family Residential to R-5, Multi-Family Residential District.

The property is currently zoned R-2, Single Family Residential. The lot is currently the site of a single family dwelling. The proposed zoning is R-5, Multi-Family Residential District. This district is intended to accommodate higher density residential development and a variety of housing types on small lots. The lot meets the dimensional requirements of the R-5 Zoning District per the City of Florence Zoning Ordinance. Adjacent properties are zoned R-2, Single Family Residential; or zoned R-5, Multi-Family Residential.

The Future Land Use Plan designates this parcel as Neighborhood Conservation. Per the Comprehensive Plan, the purpose of the Neighborhood Conservation designation is to protect the character and function of established neighborhoods depending on the existing size. The surrounding use of this parcel is designated as Neighborhood Conservation and Commercial Suburban.

City staff recommends this parcel maintain its designation as R-2, Single Family Residential. This recommendation is based on the proposed R-5, Multi-Family Residential District conflicting with the future land use designation of the Comprehensive Plan.

Bill No. 2015-31 failed for lack of a motion.

BILL NO. 2015-32 – FIRST READING (FOR INFORMATION ONLY – REQUEST FOR DEFERRAL TO THE OCTOBER AGENDA)
AN ORDINANCE TO ADOPT REVISIONS TO CHAPTER 3 OF THE CODE OF ORDINANCES FOR THE CITY OF FLORENCE RELATED TO ANIMAL CARE AND CONTROL.

An Ordinance to adopt revisions to Chapter 3 of the Code of Ordinances for the City of Florence related to animal care and control was deferred to the October 12, 2015 meeting.

INTRODUCTION OF RESOLUTIONS

RESOLUTION NO. 2015-19

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.

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 was adopted by Council.

Mayor Pro tem Brand made a motion to adopt Resolution No. 2015-19. Councilman Hill seconded them motion.

Mr. Thomas Chandler, Director of Finance reported that on January 9, 2014 the Timmonsville Water and Sewer System was conveyed to the City of Florence. 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 amount of approximately \$12.5 million for repairs and upgrade to the Timmonsville System.

Of the estimated repair and upgrade total cost, the Timmonsville water system will require up to approximately \$5.6 million in improvements and repairs.

Funding for these projects is being provided through state and federal grants, including financing from the SRF in the form of a principal forgiveness loan (effectively a grant) and an SRF loan.

Approximately \$1.25 million of the \$5.6 million total will be used to replace all water meters in the Timmonsville System.

Of the \$1.25 million total, \$1 million will be in the form of SRF loan assistance grant funds. The remaining balance of the approximately \$250,000 will be financed through a 1% SRF loan.

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.

Council adopted Resolution No. 2015-19 unanimously.

RESOLUTION NO. 2015-20

A RESOLUTION HONORING MAINSTREAM BOUTIQUE'S CONTRIBUTIONS TO THE EFFORTS TO REVITALIZE DOWNTOWN FLORENCE.

A Resolution honoring Mainstream Boutique's contributions to the efforts to revitalize Downtown Florence was adopted by Council.

Councilwoman Ervin made a motion to adopt Resolution No. 2015-20. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

REPORTS TO COUNCIL

APPROVAL OF REDEVELOPMENT GRANTS FOR QUARTER

The approval of the redevelopment grants will be discussed in Executive Session. A report will be made following Executive Session.

APPOINTMENTS TO BOARDS AND COMMISSIONS

ACCOMMODATIONS TAX ADVISORY COMMITTEE

Councilwoman Ervin deferred her appointment to the Accommodations Tax Advisory Committee.

Councilman Jebaily deferred his appointment to the Accommodations Tax Advisory Committee.

CITY OF FLORENCE PLANNING COMMISSION

Councilman Hill deferred his appointment to the City of Florence Planning Commission.

CITY OF FLORENCE ZONING BOARD OF APPEALS

Councilwoman Ervin deferred her appointment to the Zoning Board of Appeals.

Councilman Robinson deferred his appointment to the Zoning Board of Appeals.

CITY OF FLORENCE DESIGN REVIEW BOARD

Councilwoman Williams-Blake deferred her appointment to the Design Review Board.

PARKS AND BEAUTIFICATION COMMISSION

Councilwoman Ervin deferred her appointment to the Parks and Beautification Commission.

Councilman Robinson made a motion to appoint Ms. Alexis Fleming to serve on the Parks and Beautification Commission. Councilwoman Ervin and Mayor Pro tem Brand seconded the motion. The motion was approved unanimously.

Ms. Alexis Fleming was appointed to serve on the Parks and Beautification Commission for a term to begin immediately and end June 30, 2017.

Mayor Pro tem Brand deferred his appointment to the Parks and Beautification Commission.

VETERANS PARK COMMITTEE

Councilman Jebaily made a motion to appoint Mr. Donnie Carter to serve on the Veterans Park Committee. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

Mr. Donnie Carter was appointed to serve on the Veterans Park Committee for a term to begin immediately and end June 30, 2020.

MEMORIAL STADIUM COMMISSION

Councilwoman Williams-Blake made a motion to appoint Mr. Derek Urquhart to complete the unexpired term of Mr. Robert Cooksey on the Memorial Stadium Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
SEPTEMBER 14, 2015 – PAGE 7**

Mr. Urquhart was appointed to complete the unexpired term of Mr. Robert Cooksey. This term will begin immediately and end June 30, 2016.

HOUSING AUTHORITY OF FLORENCE

Mayor Wukela made a motion to appoint Ms. Vanessa Murray to serve on the Housing Authority of Florence as the Resident Commissioner. Ms. Murray will complete the unexpired term of Ms. Ge'Aneshiah Frost. Councilwoman Ervin and Councilman Jebaily seconded the motion, which carried unanimously.

This term will begin immediately and end June 30, 2017.

COUNCILMAN ROBBY HILL – WILL PROVIDE AN UPDATE ON THE FDDC

Councilman Hill requested that this item be deferred until the October meeting.

COUNCILWOMAN TERESA MYERS ERVIN – PRESENTATION ON IDA (INDIVIDUAL DEPOSIT ACCOUNTS)

Mr. Bernie Mazyck, President and CEO of South Carolina Association for Community Economic Development gave a presentation on the Individual Development Program.

The SC Association for Community Economic Development was established in 1994 as a statewide trade association for community based economic development organizations throughout South Carolina. The mission is to raise quality of life for low wealth families and communities throughout South Carolina. This is accomplished by working with community based development organizations and community based financial institutions.

IDAs are offered through partnerships between financial institutions (such as banks and credit unions) and local nonprofit organizations, or program sponsors. The IDA program sponsor recruits participants for the program, provides financial education classes, and provides additional training based on the participant's asset choice – homeownership education and counseling, small business training, or guidance on choosing and enrolling in post-secondary education or job training.

Participant requirements are: Income restrictions (200% of Federal Poverty); Net worth of the household cannot exceed \$10,000; Complete required training; Save a minimum of \$25 a month; Savings must be from earned income; and Save consecutively for 6 months.

The program is designed to do two things: to incentivize savings and to help individuals acquire assets so that they can build individual wealth. The program recognizes three assets as a way of helping individuals build wealth: 1) Buying their first home; 2) Starting a small business; and 3) Furthering their education.

The desired results/requirements of the program are: Reach unbanked individuals; Financial literacy training; Budgeting; Asset based training; Credit repair; Homeownership; Business ownership; Education and workforce skill development.

This program is a match savings program. For every dollar that the individual saves in the individual development account, it is matched 3 to 1, up to the first \$1,000 that they save. They save \$1,000 and it is matched with \$3,000. This enables them to put a down payment on a home, assist them with their business start; and also for those who further their education it can assist with that.

Since 2008 the program has been able to secure state and federal funds in the amount of \$600,000; graduated 187 participants; approved assets (home, business or post-secondary education); Match 3:1 up to \$3,000. Of the 187 graduated participants, 108 have started their own business; 46 have pursued post secondary education and 33 have purchase homes.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
SEPTEMBER 14, 2015 – PAGE 8**

The proposal for the Florence IDA Program will consist of: \$50,000 set aside by City Council would be matched with \$50,000 – through a Federal HHS grant. A \$50,000 initial investment would allow for a minimum of 28 City of Florence residents to purchase an asset, build wealth for their families and increase their quality of life through homeownership, business ownership or educational attainment. The City of Florence would recruit and assess participants; provide financial literacy and asset training and report data to SCACED. The SCACED would write federal grant; administer grant funds to participants; manage federal reporting and provide training and technical assistance to City of Florence to operate program.

A letter of commitment from the City will need to be a part of the application to HHS. Mr. Mazyck stated that there has to be evidence that the match within the local area is committed in order for the Department of HHS to recognize that this is a legitimate application and request for matching funds. It will be a 1 to 1 match; \$50,000 from the City of Florence and \$50,000 from HHS.

In response to a question regarding the distribution of the City funds, Mr. Mazyck explained that usually SCACED would receive the funds and hold them in a dedicated account. From this account one check would be written to the account holder's vendor, the attorney or whomever, but not the individual. Usually the SCACED is the custodian of the funds and when the documentation is presented that the individual has met all of the requirements, a check will be written to whoever has been identified as the vendor.

The City's funding could come from several sources. For this application, Mr. Griffin recommended that a portion of the proceeds from the sale of property to the National Cemetery be made available. Other funding sources could be CDBG funds, general funds, or neighborhood redevelopment funds.

Councilwoman Ervin made a motion to give authorization to the City Manager to prepare a Letter of Commitment for the IDA Grant Program to be submitted with the grant application for the grant to be matched to the Department of HHS by the end of September. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

EXECUTIVE SESSION

Mayor Pro tem Brand made a motion to enter into Executive Session for negotiations incident to matters relating to a proposed economic development pursuant to Sec. 30-4-70(a)(2). Councilwoman Ervin seconded the motion, which carried unanimously.

Council entered into Executive Session at 2:33 p.m.

Mayor Wukela reconvened the regular meeting at 3:21 p.m.

Mayor Wukela reported that Council received reports on economic development grants.

Mayor Pro tem made a motion to approve the top 6 scoring grants. Councilman Jebaily and Councilman Hill seconded the motion.

The motion passed 6-1. Councilman Robinson voted against the motion.

**REGULAR MEETING OF FLORENCE CITY COUNCIL
SEPTEMBER 14, 2015 – PAGE 9**

ADJOURN

Mayor Pro tem Brand made a motion to adjourn the meeting. Without objection, the meeting was adjourned at 3:21 p.m.

Dated this 12th day of October, 2015.

Dianne M. Rowan, Municipal Clerk

Stephen J. Wukela, Mayor

CITY OF FLORENCE COUNCIL MEETING

DATE: September 14, 2015

AGENDA ITEM: Ordinance to Amend Zoning Ordinance
First Reading

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

Zone B-3, pending annexation, properties located at North West corner of N. Cashua Drive and E. Darlington Street, said properties being specifically designated in the Florence County Tax Records as Tax Map Parcels 00122-01-340 and 00123-01-090.

II. POINTS TO CONSIDER:

- (1) The properties are currently un-zoned.
- (2) The lots are currently occupied as agricultural land and an existing gravel parking lot.
- (3) The proposed zoning is B-3, General Commercial District.
- (4) The lot meets the dimensional requirements of the B-3 zoning district per the City of Florence Zoning Ordinance.
- (5) Adjacent properties are either zoned B-3, General Commercial District; B-6, Industrial; or un-zoned (see Attachment 3).
- (6) Land use of the adjacent properties is as follows:

| <u>Direction</u> | <u>Zoning</u> | <u>Land Use</u> |
|------------------|---------------|---------------------------|
| North | B-3 | Automotive Sale |
| East | Un-zoned | Agricultural |
| South | B-6 | Vacant |
| West | B-3;RU-1 | Grocery store; and Vacant |

- (7) The Future Land Use designation for the properties is Residential Auto-urban (see Attachment 4). Property to the North and East is Residential Auto-Urban; property to the west is designated Industrial; and property to the South is designated Commercial Auto-urban. The proposed zoning is not in alignment with the Comprehensive Plan.
- (8) City water services are currently available; there is no cost to extend.
- (9) City sewer services are not currently available; there is an 8" sewer across North Cashua Drive. Approximate cost is \$18,000 to extend. It should be noted that Five Star Nissan currently has sewer to the existing facility, and it is assumed the expansion will use the existing sewer service.
- (10) City staff recommends the parcel be zoned B-3, General Commercial District as requested, contingent upon annexation into the City of Florence.

This recommendation is based on the development that is currently trending along this corridor.

III. CURRENT STATUS/PREVIOUS ACTION TAKEN:

Planning Commission held a public hearing on August 11, 2015 regarding this matter. The Planning Commission voted unanimously (8-0) to recommend the parcel be zoned B-3, General Commercial District upon successful annexation into the City of Florence.

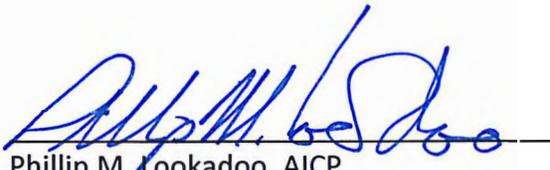
IV. OPTIONS

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) Current Zoning Map
- (4) Future Land Use Map
- (5) Petition and Application
- (6) Annexation Checklist



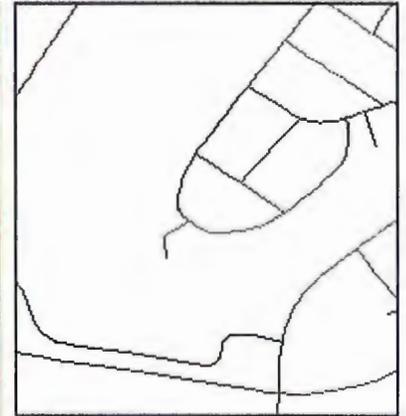
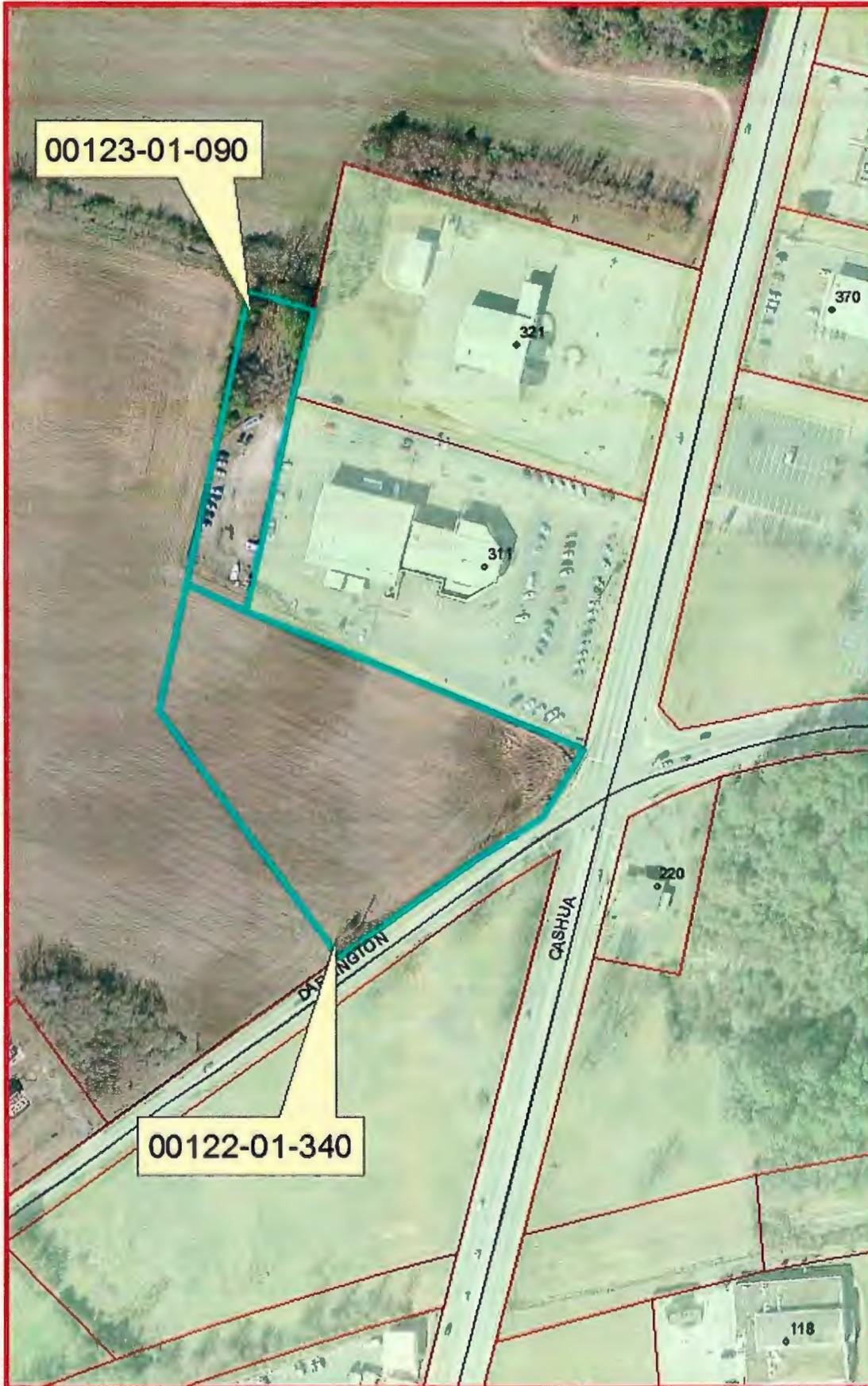
Phillip M. Lookadoo, AICP
Planning, Research, & Development Director



Andrew H. Griffin
City Manager

PC 2015-19 Location Map

TMN's: 00122-01-340 and 00123-01-090



Legend

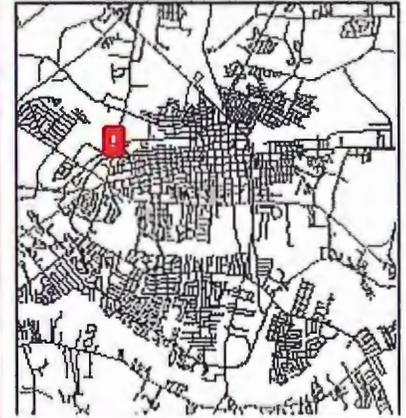
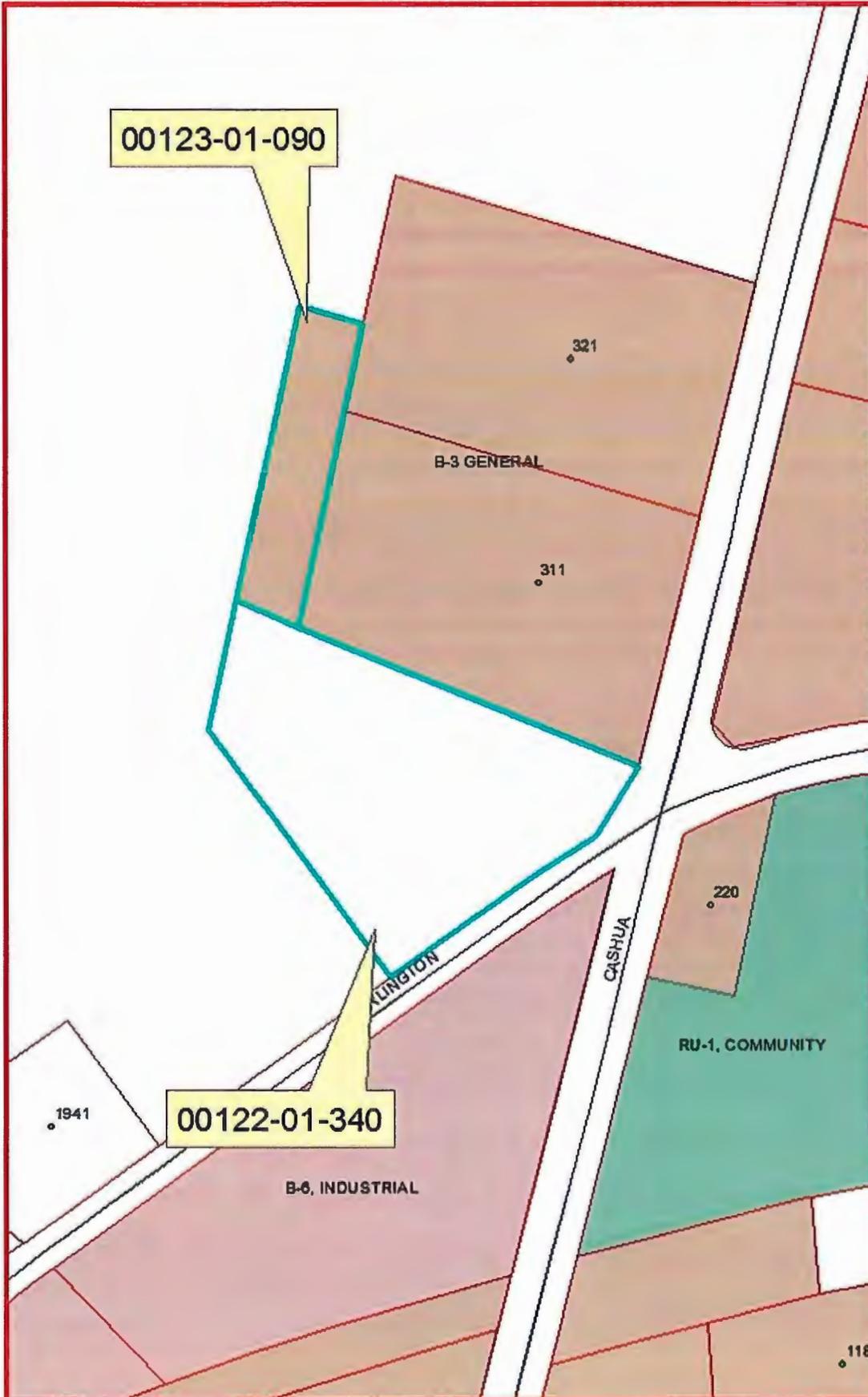
- Proposed Annexations
- Parcels
- Road Segment
- Address
- City Limits



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.

PC 2015-19 Current Zoning

TMN's: 00122-01-340 and 00123-01-090



Legend

- Proposed Annexations
- Parcels
- Road Segment
- Address

Zoning District 080714

Zoning District

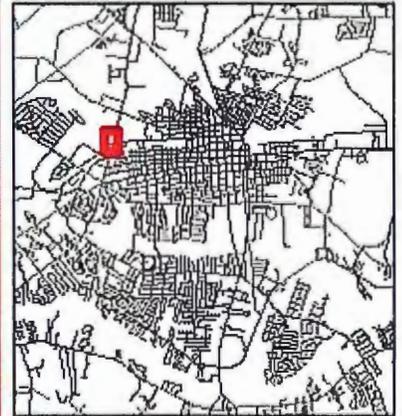
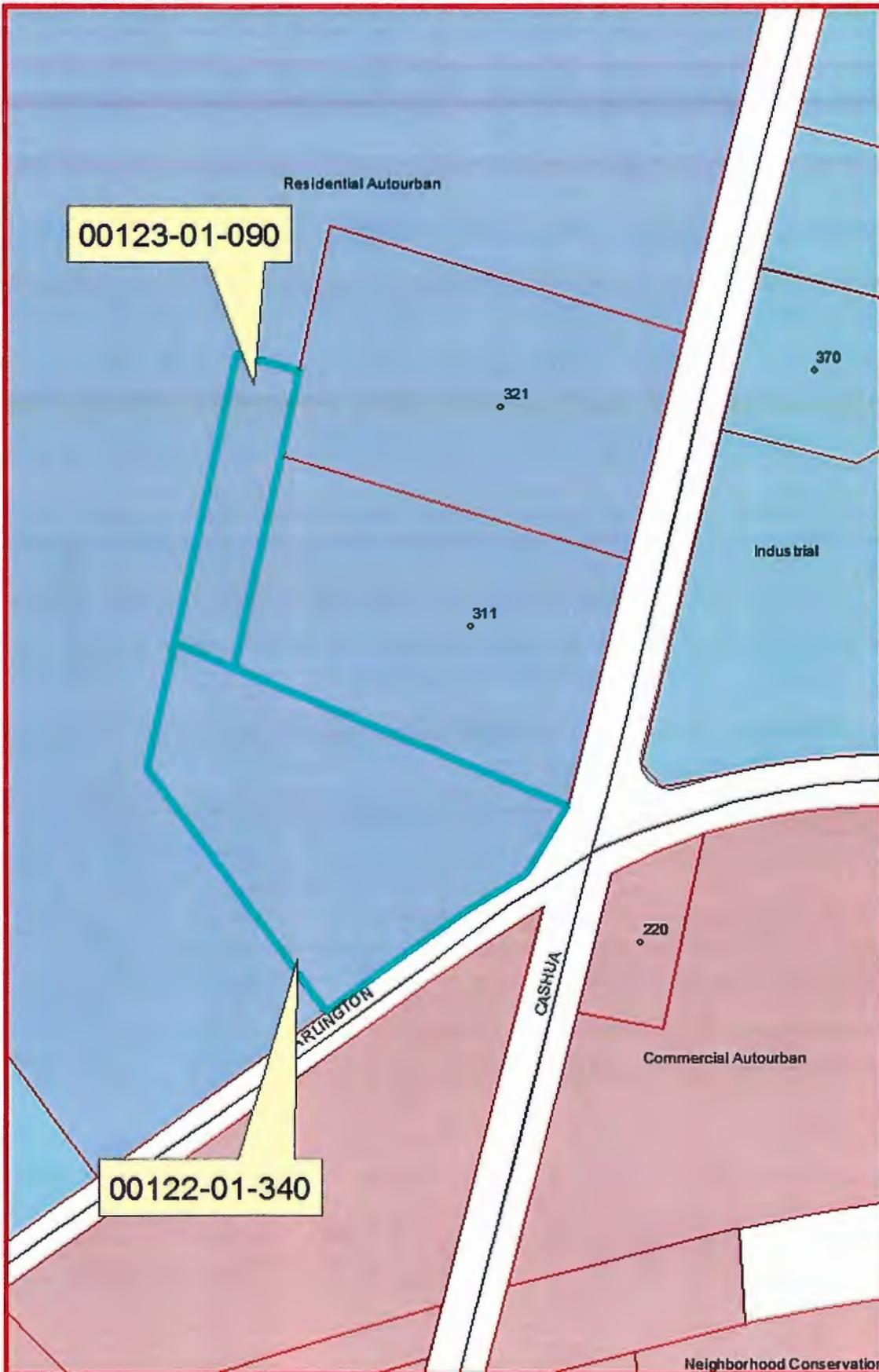
- B-1, LIMITED
- B-2, CONVENIENCE
- B-3 GENERAL
- B-4, CENTRAL
- B-5, OFFICE-LIGHT INDUSTRIAL
- B-6, INDUSTRIAL
- PD, PLANNED DEVELOPMENT
- R-1, SINGLE-FAMILY, LARGE LOTS
- R-2, SINGLE-FAMILY, MEDIUM LOTS
- R-3, SINGLE-FAMILY, SMALL LOTS
- R-3A, SINGLE-FAMILY, SMALL LOTS
- R-4, MULTI-FAMILY, LIMITED
- R-5, MULTI-FAMILY
- RU-1, COMMUNITY
- RU-2, RESOURCE
- UNZONED



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.

PC 2015-19 Future Land Use

TMN's: 00122-01-340 and 00123-01-090



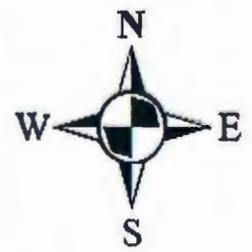
Legend

- Proposed Annexations
- Parcels
- Road Segment
- Address

Future Land Use 2010

Future Land Use

- Auto-Urban Commercial
- Business Parks
- Central Business District
- Industrial
- Neighborhood Conservation
- Parks and Open Space
- Public and Institutional
- Residential Auto-Urban
- Residential Estate
- Residential Sub-Urban
- Residential Transition
- Residential Urban
- Rural
- Sub-Urban Commercial



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.



P.O. Box 4167 – Florence, SC 29502 – 843-713-1244

July 9, 2015

Clint Moore
Planning Department
City Center
324 West Evans Street
Florence, South Carolina 29501

RE: **Five Star Nissan – Cashua Drive**
Florence, SC
Application for Annexation & Re-zoning

Dear Mr. Moore;

Attached is the City of Florence annexation and zoning applications for the above reference parcels. Included in this submittal are the following items:

- Check for \$100.00 for Zoning Application
- Completed and signed "Petition for Annexation" form
- Completed and signed "Zoning/Rezoning Application", 2 sheets
- Copy of City of Florence "Section 2.5 Table III", July 2008
- Copy of Florence County GIS map showing referenced parcels

If you have any questions, or require additional information, please contact us at the numbers below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eddie Weaver', written over a light blue grid background.

 **Eddie Weaver, Manager**
Aligned Engineering, LLC
843/713-1244 (office) 843/617-3661 (mobile)

STATE OF SOUTH CAROLINA)

PETITION FOR ANNEXATION

COUNTY OF FLORENCE)

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

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

- 1. The petitioners are the sole owner(s) of real estate in the County of Florence, State of South Carolina which property lies adjacent and contiguous to the corporate limits of the City of Florence.
- 2. That the petitioner(s) desires to annex the property more particularly described below:

Florence County Tax Map 00122-01-340 &
00123-01-090

- 3. Annexation is being sought for the following purposes:

BUILDING ADDITION ON TMAP# 00123-01-086, WHICH IS IN THE CITY LIMITS, WILL EXTEND ONTO PARCELS BEING PETITIONED

- 4. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

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

Total Residents 0 COMMERCIAL
 Race _____
 Total 18 and Over _____
 Total Registered to Vote _____

Date 09/09/2015

Allison H. Jones, Controller
 Petitioner

Date _____

 Petitioner

| | |
|--|----------------------|
| Certification as to ownership on the date of petition: | FOR OFFICAL USE ONLY |
| Date _____ | _____ |

City of Florence Planning, Research & Development Department
324 West Evans St., Florence, SC 29501
Phone (843) 665-2047 Fax (843) 292-4911
ZONING/REZONING APPLICATION

Date filed: July 22, 2015 Request No. ANNX-7-15-163B

FOR OFFICE USE ONLY

Hearing Date: 8.11.2015 Fee Paid: \$100.00 Notice Published: 7.28.15

Planning Commission Recommendation: _____
Date of Recommendation: _____
Governing Council Action: _____
Date of Action: _____

INSTRUCTIONS

A zoning map amendment may be initiated by the property owner, Planning Commission, or Governing Council. The City of Florence Planning, Research & Development Department must then hold a public hearing. The applicant and/or agent must appear at the hearing to present the case before the Planning Commission. After the Planning Commission has made its recommendation, the issue will then go to the respective Governing Council. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent section.

A \$100.00 fee must accompany this application.

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

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

APPLICANT (S) (Please print or type): Name(s): _____

Address: 3068 RIVERSIDE DR. MACON, GA 31210
Telephone Number: 478-808-2602 [work] _____ [home]

[Use reverse side if more space is needed] PROPERTY ADDRESS:

CASHUA DRIVE E DARLINGTON ST. Tax Map No. _____
00122, Block 01, Parcel 340, Lot —, Subdivision _____
00123 01 090 Plat Book _____
Page _____ Lot _____

Dimensions: _____ Area: 3.386 AC E 0.839 AC Zoning _____
District: _____ Zoning Map Page: _____

DESIGNATION OF AGENT [complete only if owner is not applicant]: I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this request for rezoning. The signature(s) of the owner(s) must be notarized.

Signature: _____ Date: _____

I (we) certify that the information in this request is correct. Applicant(s) signature:

Allison L Jones Date: 07/09/15

Printed name: Allison L Jones, Controller Date: 07/09/15

IV. Proposed Change:

Amendment to Map. It is requested that the property described and shown on the attached site plan be zoned to B3 GENERAL COMMERCIAL.

Amendment to Map. It is requested that the property described and shown on the attached site plan be rezoned from UNZONED to B3.

Present use of property: FARMLAND

Proposed use of property: COMMERCIAL PARKING LOT

I certify that I have received and read the attached copy of Section 2.5 Table III Schedule of Lot Area, Yard, Setback, Height, Density, Floor Area and Impervious Surface Requirements for Residential, Business, and Rural Districts and understand that the property must meet these requirements.

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

Applicant(s) signature: Allison H. Jones, Controller Date: 07/09/15

V. Proposed Change (Check those applicable)

Amendment to Text. It is requested that Section _____ of the Consolidated Zoning Ordinance be amended to read as follows:

Note: An amendment to the text of the Ordinance may be implemented only by Zoning Officials, Planning Commission and Governing Councils.

VI. Adjacent Property Owners List all property adjacent to the subject property.

| Name | Address | Present Use |
|---------------------------|---|-----------------|
| ① EDWARD C & KAY B. FLOYD | (00122-01-235) 518 ROSEWOOD DRIVE, FLORENCE, SC. 29501 | VACANT FARMLAND |

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

Signature: Allison H. Jones, Controller Date: 07/09/15

CITY OF FLORENCE

ANNEXATION CHECKLIST

Date:

Instructions: Engineering Department completes items #5 thru 9
 Fire Department completes # 10
 Fire, Police, and Sanitation completes appropriate section of item #17

1. Party requesting annexation: FIVE STAR NISSAN
2. Location and acreage of property: CASHUA DRIVE AND DARLINGTON STREET
3. Tax Map reference: 00122-01-340; and 00123-01-090 (3.386 AC; 0.839 AC)
4. Contact name & phone number: AMISON JONES; (478) 808-2602

SERVICE AVAILABILITY INFORMATION

| INITIALS | YES/NO | IF NO, COST ESTIMATE FOR CITY TO PROVIDE |
|---|-------------|---|
| 5. <u>S.H.A.</u> Water Line | <u>Yes.</u> | <u>10" w.L. Darlington St.</u> |
| 6. <u>S.H.A.</u> Sewer Line | <u>No.</u> | <u>8" Sewer across Cashua. Approx. \$18,000 to cross road *</u> |
| 7. <u>S.H.A.</u> Storm Drainage | <u>Yes.</u> | |
| 8. <u>S.H.A.</u> Paved Street SCDOT <u>X</u> Other _____ | <u>Yes.</u> | |
| Length of existing curb and gutter. | <u>0</u> ft | |
| 9. <u>S.H.A.</u> Traffic Control devices, including street name signs | <u>Yes.</u> | |
| 10. <u>RO</u> Fire Hydrants | <u>Yes</u> | <u>IF ADDITIONAL MAY BE REQUIRED AS PART OF SITE DEVELOPMENT AT TIME OF CONSTRUCTION.</u> |

11. Is this property compliant with the City of Florence:

- Zoning Ordinance Yes No
- Land Development and Subdivision Ordinance Yes No

* Five Star Nissan has sewer already to the existing facility. It is assumed the expansion will use the existing sewer service.

12. Requested Zoning : B-3, COMM. GENERAL DISTRICT

13. Date of Petition: JULY 9, 2015

14. Party informed of costs and requirements of annexation: YES

15. Residents: 0 18 and over: 0

16. Reason for annexation: BUILDING ADDITION TO BLDG, LOCATED ON TMN!
00123-01-08

17. Please recommend appropriate district for addition to GIS maps:

A. Council District: DISTRICT 1 B. Sanitation District:

C. Fire District: 4, 2, 1 D. Police District: DISTRICT D

Annexation Checklist reviewed by:

Date:

Planning, Research & Development Director [Signature] 7/22/15

City Engineer [Signature] 7/31/15

Public Works Director [Signature] 8/4/15

Utilities Director [Signature] 8/5/15

Police Chief [Signature] 8/5/15

Fire Chief [Signature] 8/5/15

City Manager [Signature] 8/10/15

Please return completed form to: Planning, Research & Development Department

ORDINANCE NO. 2015-_____

AN ORDINANCE TO ANNEX TAX MAP NUMBER 00122-01-340 AND 00123-01-090, LOCATED AT NORTH WEST CORNER OF N. CASHUA DRIVE AND E. DARLINGTON STREET, B-3, GENERAL COMMERCIAL DISTRICT:

WHEREAS, a Public Hearing was held in the City Center Council Chambers on August 11, 2015 at 6:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, an application by Aligned Engineering, representative of McCleod Blvd Properties LLC and Cashua Properties LLC was presented requesting an amendment to the City of Florence **Zoning Atlas** that the aforementioned 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 B-3, General Commercial District:

The properties requesting annexation is shown more specifically on Florence County Tax Map 00122, block 01, parcel 340 (3.386 acres), and Florence County Tax Map 00123, block 01, parcel 090 (0.839 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 by amending the **Zoning Atlas** and annexing the aforementioned property B-3, General Commercial District and incorporating them into the City Limits of the City of Florence
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence and posting of this amendment in the official **Zoning Atlas**.

ADOPTED THIS _____ DAY OF _____, 2015

EXECUTED ON ONE (1) ADDITIONAL PAGE

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela,
Mayor

Attest:

Dianne M. Rowan
Municipal Clerk

CITY OF FLORENCE COUNCIL MEETING

DATE: September 14, 2015

AGENDA ITEM: Ordinance
First Reading

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

Request to annex property located at 928 West Marion Street, Tax Map Number 90060-12-023 into the City of Florence and zone to R-2, Single-Family Residential District. The request is being made by the property owner, Eddie Smoot.

II. POINTS TO CONSIDER:

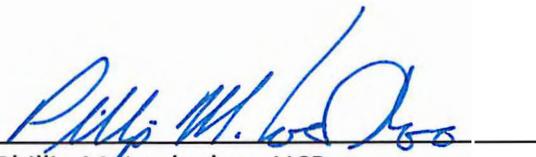
- (1) Request is being considered for first reading.
- (2) The lot is currently the site of a single-family dwelling.
- (3) City water and sewer services are currently available; there is no cost to extend utility services.
- (4) A Public Hearing for zoning was held at the August 11, 2015 Planning Commission meeting.
- (5) Planning Commission members voted 9-0 to recommend the zoning request of R-4, Multi-Family Residential District.
- (6) 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:

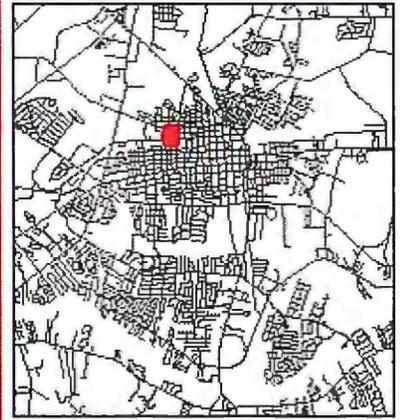
- (1) Ordinance
- (2) Map showing the location of the property
- (3) Petition for Annexation form


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


Andrew H. Griffin
City Manager

Attachment 2

928 West Marion Street



Legend

- Roads
- Parcels
- City Limits

Water

- Main
- 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.

STATE OF SOUTH CAROLINA)

PETITION FOR ANNEXATION

COUNTY OF FLORENCE)

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

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

- 1. The petitioners are the sole owner(s) of real estate in the County of Florence, State of South Carolina which property lies adjacent and contiguous to the corporate limits of the City of Florence.
- 2. That the petitioner(s) desires to annex the property more particularly described below:

Florence County Tax Map 90060-12-023

- 3. Annexation is being sought for the following purposes:

City Services

- 4. That the petitioner(s) request that the City Council of Florence annex the above described property in accordance with subsection 31 of 5-3-150(3) of the Code of Laws of South Carolina for 1976, such section allowing the annexation of an area without the necessity of an election and referendum.

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

| | |
|--------------------------|---------------|
| Total Residents | <u>1</u> |
| Race | <u>As. Am</u> |
| Total 18 and Over | <u>1</u> |
| Total Registered to Vote | <u>1</u> |

Date 4-30-15

[Signature]
Petitioner

Date 9/9/2015

[Signature]
Petitioner

| | |
|--|--|
| Certification as to ownership on the date of petition: Date _____ | FOR OFFICAL USE ONLY _____ |
|--|--|

ORDINANCE NO. 2015_____

AN ORDINANCE TO ANNEX AND ZONE PROPERTY OWNED BY EDDIE L. SMOOT, TMN 90060-12-023

WHEREAS, a Public Hearing was held in the Council Chambers on August 11, 2015 at 6:30 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, application by Eddie L. Smoot, owner of TMN 90060-12-023, 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 12, parcel 023 (0.20 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.

(EXECUTED ON ONE ADDITIONAL PAGE)

ADOPTED THIS _____ DAY OF _____, 2015

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela,
Mayor

Attest:

Dianne Rowan
Municipal Clerk

FLORENCE CITY COUNCIL MEETING

DATE: October 19, 2015
AGENDA ITEM: Animal Care and Control Ordinance – First Reading
DEPARTMENT / DIVISION: Public Works Department

I. ISSUE UNDER CONSIDERATION:

Consideration of an ordinance amending Chapter 3 of the City of Florence Code of Ordinances regarding to Animal Care and Control.

II. PREVIOUS ACTION:

This is the initial consideration of this ordinance.

III. POINTS TO CONSIDER:

1. The current City of Florence Code of Ordinances, Chapter 3 – Animals and Fowl, has been in effect for at least 40 years.
1. City staff and Florence Area Humane Society representatives have been interested in updating the Animal Care and Control ordinance.
2. City staff has met with representatives of the Florence Area Humane Society to hear their ideas and suggestions regarding the revised ordinance.
3. The ordinance as proposed is a combination of the City's current ordinance, the county ordinance regarding animal control and the state code regarding animal control.
4. The purpose of the ordinance is to clarify and make the City's ordinance consistent with county and state codes.
5. To view the City's existing ordinance refer to the City's website (Chapter 3 – Animals and Fowl of the City's Code of Ordinances).

V. OPTIONS:

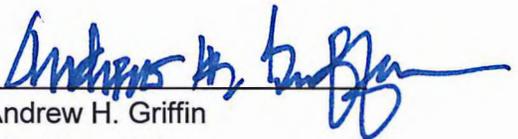
1. Approve the revised and amended ordinance.

VI. STAFF RECOMMENDATION:

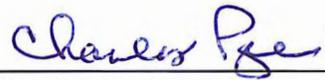
Staff recommends approval of Ordinance 2015 – 32.

VII. ATTACHMENTS:

1. A copy of Ordinance 2015 – 32.



Andrew H. Griffin
City Manager



Charles E. Pope
Public Works Director

City of Florence Code of Ordinances
Proposed Animal Care & Control Ordinance 2015-32 for Consideration
October 19, 2015

Chapter 3 – ANIMAL CARE AND CONTROL

Section 3-1 – Local Animal Care and Control Ordinances Authorized:

Pursuant to South Carolina State Code, Section 47-3-20; the governing body of each county or municipality in this State may enact ordinances and promulgate regulations for the care and control of dogs, cats, and other animals and to prescribe penalties for violations.

Sec. 3-2. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment: Deserting, forsaking, or intending to give up absolutely an animal without securing another owner for it or without providing the necessities of life.

Acts of agents: The acts of agents will be imputed to corporations, business associations, or partnerships. The knowledge and acts of agents and persons employed by corporations, partnerships or business associations in regard to animals transported, owned or employed by or in the custody of such corporations, partnerships, business associations shall be held to be the acts and knowledge of such corporations, partnerships or business associations.

Animal: Any live, vertebrate creature, domestic or wild, except a homo sapien.

Animal Shelter Supervisor: Any person or persons designated by the City Manager which performs animal control functions under the laws of the State of South Carolina, charged with the enforcement of this chapter and performs supervisory control of the daily operations of the Shelter..

Animal Control Officer: Any person or persons designated by the City Manager which operates under direct supervision of the Animal Shelter Supervisor to perform animal control functions under the laws of the State of South Carolina and charged with the enforcement of this chapter.

City of Florence Jayne H. Boswell Animal Shelter(Shelter): The facility owned, maintained, and operated by the City of Florence for the purpose of impounding, harboring, care, adoption, or euthanasia of seized, stray, homeless, abandoned, or unwanted dogs, cats, or other animals. Here after referred to as the "Shelter".

Dangerous/vicious animal: Any animal of the canine, feline, or wild animal family:

- (1) Which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked. The attack must be unprovoked and result in bodily injury to a human being or another domestic animal or livestock. The attack may or may not occur in a place other than where the animal is confined; or
- (2) Which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting.

Domestic animal: Any animal whose usual and customary habitat is within the control of human beings; animals which are not wild.

Feral animal: Any animal that is untamed or wild by nature or any animal that has reverted to a wild state.

Owner: Any person, partnership, or corporation that (a) has a right of property in a pet; (b) keeps or harbors a pet or who has it in his care or acts as its custodian, or (c) permits a pet to remain on or about any premises occupied or owned by him.

Pet: Any animal kept for pleasure or utility that principally resides on or about property within the city and is fed by the owner of the property or receives from the owner, other "necessities of life" as described in the ordinance.

Restraint: Animals secured by a properly sized leash or a lead and halter or collar suitable to maintain complete control; or within the real property limits of its owner.

Running-at-large: Any animal that is off of the owner's property and not under restraint.

Shelter: A structure that reasonably may be expected to protect an animal from physical suffering or impairment of health due to exposure to the elements or adverse weather or temperatures. Proper shelter for an outdoor animal (excluding livestock) shall include, but is not limited to, a permanent structure with three sides, a top and a bottom. The structure shall have a waterproof roof, be structurally sound with three solid sides, top and bottom, and shall protect the animal from the elements, with space to stand up, sit down, turn around and lie down in a normal posture. The structure and surrounding area needs to be free of trash or waste so as not to threaten the physical well being of the animal. Examples of inadequate shelter include, but are not limited to, lean-tos, cardboard boxes, uncovered vented plastic airline carriers, abandoned vehicles, uncovered porches, uncovered decks, or material that does not provide sufficient protection from the elements.

Sustenance: Adequate food provided at suitable intervals off quantities of wholesome foodstuffs suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight; and adequate water provided with constant access to a supply of clean, fresh and potable water provided in a suitable manner for the species.

Veterinary hospital: Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases and injuries of animals.

Wild animals: All animals commonly accepted as being "wild" including, but not limited to, the following, no matter how domesticated they may be:

- (1) Alligators and crocodiles, (2) Bears, (3) Bobcats, tigers, leopards, lions, and panthers, (4) Coyotes, foxes, wolves, including the offspring of one of the foregoing with a domestic dog wherein the proportion of wild animal exceeds one-eighth, (5) Porcupine, (6) Non-human primates, (7) Raccoon, (8) Skunks, (9) Venomous snakes, constrictor snakes, (10) Venomous lizards, (11) Weasels, except ferrets, and (12) Members of the cervidae (deer) family.

*Specific animals are excluded from applicability under this definition listing in every instance where South Carolina state laws or DHEC regulations permit specified activities or possessions.

Sec. 3-3. – Animal Care.

An owner shall provide, for their animal, the necessities of life. "Necessities of life", includes:

- (1) Adequate water which means a constant access to a supply of clean, fresh, and potable water provided in a suitable manner for the species;
- (2) Adequate food which means provision at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight;
- (3) Adequate shelter shall be provided for the animal;
- (4) No person shall sell, trade, or give away as a pet any carnivorous animal that is normally not domesticated. Such animal shall include, but not be limited to those listed in Section 3-1, definition of wild animals.

Animal care also encompasses the following:

- (1) No person shall abandon any animal by forsaking the animal entirely or by neglecting or refusing to provide or perform the legal obligations for care and support of the animal to include reasonable medical or veterinary care.
- (2) No animal shall be confined to a vacant or abandoned structure or property without evidence of the provision of the "necessities of life", as defined in this article, as well as maintaining the property in a clean and sanitary like manner.

When a pet or animal is found in a condition which evidences a first-time violation of any paragraph of Section 3-2. – Animal Care, the animal control officer (ACO) shall issue a "notice of violation" to its owner, if known. The owner shall then have 24 hours to correct the violation.

Any person violating any provision of this section shall be subject to the following:

- (1) For a first and second offense, the person shall pay an administrative fine of \$100.00 per offense.
- (2) For a third or subsequent offense, the person, upon conviction, shall be fined not more than \$500.
- (3) Each day's violation of any provision of this section shall constitute a separate offense.

If this violation occurs a third time, or if the owner does not correct or remedy the first-time violation within twenty-four hours, or if the person violates any other section of this chapter, the ACO shall cause a "summons" to be issued to such person and the matter shall be heard before a court of competent jurisdiction. However, nothing in this chapter shall limit an ACO from taking immediate action, when it is deemed to be in the best interest of the pet or animal.

Sec. 3-4. – Animal Cruelty

- (1) No person shall beat, cruelly treat, torment, overload, overwork, abuse any animal, or by omission or commission knowing or intentionally causes or commits an act of cruelty or torture that causes an animal to suffer serious injury or death or that inflicts or subjects an animal to unreasonable physical pain, suffering, or agony, or fails to provide a constant supply of fresh water or appropriate sustenance. No person shall cause, instigate, or permit any dog fight or other combat between animals or between animals and humans.
- (2) No owner shall abandon an animal.
- (3) No person, except a licensed veterinarian who is qualified to perform such operations, shall crop a dog's or a cat's ears, or crop a dog's or cat's tail, or neuter or spay any pet.
- (4) No person shall expose any known poisonous substance, whether mixed with food or not, such that it may be eaten by any animal. It shall not be unlawful for a person to expose on their own property common rat poison mixed according to the manufacturer's recommendation or through a properly licensed exterminator or through a governmental agency charged with the responsibility for public health.
- (5) No owner or person shall confine any animal in a motor vehicle or other enclosed containment in a manner that places it in a potentially life threatening situation. In order to protect the health and safety of an animal, a law enforcement officer, who has probable cause to believe that this section is being violated and the animal may be in danger, shall have the authority to enter such motor vehicle or containment by any reasonable means under the circumstances after making an immediate and reasonable effort to locate the owner or other person responsible.
- (6) Persons reporting violations of this chapter shall provide identification, which shall remain confidential to the agency receiving the report unless such report provides for the release the name or subsequent release of the name is formally required by rules of evidentiary hearings or a judge in a court having jurisdiction in the matter. Identification may be released pursuant to the South Carolina Freedom of Information Act as applicable.
- (7) Nothing in this chapter shall be construed to limit any person from bringing a private cause of action against the owner of a pet or animal for violation under the chapter.

- (8) Nothing in this chapter shall be construed to prevent the voluntary, permanent relinquishment of any animal by its owner to the Shelter or to an approved animal humane organization in lieu of proceeding to a forfeiture hearing. Voluntary relinquishment shall have no effect on other charges that may be pursued by appropriate authorities.
- (9) Any violation of Section 3-4. – Animal Cruelty, is subject to being charged a misdemeanor or greater offense as determined by the appropriate party.
- (10) Nothing in this chapter shall limit an ACO or other law enforcement officer from taking immediate action to seize a pet or animal, to include forced entry into a vehicle, when it is deemed to be in the best interest of the pet or animal.
- (11) For the purposes of this section, cruelty nor animal torture, shall not include any alteration or destruction of any animal done by any person or unit of government pursuant to statute, ordinance, court order, or the direction of a licensed veterinarian. Such alteration or destruction shall include, but not be limited to: castration, culling, declawing, defanging, ear cropping, euthanasia, gelding, neutering, shearing, shoeing, slaughtering, spaying, and tail docking.
- (12) Any licensed veterinarian who is presented with an animal for treatment of injuries or wounds resulting from fighting where there is reasonable possibility that the animal was engaged in or utilized for a fighting event for the purpose of sport, wagering, or entertainment shall file a report with the City of Florence Police Department or Florence County Environmental Services and shall cooperate by furnishing the owners' names, dates, and descriptions of the animal(s) involved.
- (13) This section does not apply to non-domesticated fowl, accepted animal husbandry practices of farm operations and the training of animals, the practice of veterinary medicine, agricultural practices, forestry and silvacultural practices, wildlife management practices, or activity authorized by Title 50 of the South Carolina Code of Laws, including any activity authorized by the South Carolina Department of Natural Resources or an exercise designed for training dogs for hunting, if repeated contact with a dog or dogs and another animal does not occur during this training exercise.

Sec. 3-5. – Tethering

"Tethered" or "tethering" means attaching an animal to a stationary object by means of a chain, choke chain, cable, rope, running line, harness, or similar device. Tethering shall not include the use of an appropriate leash to walk a dog.

It shall be unlawful for any person to tether, fasten, chain, tie, restrain or otherwise cause a dog to be fastened, chained, tied or restrained, without limitation to houses, trees, garages, or other stationary or immobile objects by means of a chain, choke chain, cable, rope, running line, harness or other physical restraint for the purpose of confinement, except in circumstances where all of the following requirements are met:

- (1) The tether must be attached to a properly fitting harness or collar and not directly to the dog's neck. The tether must be at least 15 feet in length; positioned so that at its greatest length it prevents injury, strangulation or entanglement with any obstruction, man-made or natural or another animal; and employ a swivel on at least one end of the tether to minimize tangling.
- (2) The tether, assembly or attachments shall not exceed one-tenth of the dog's body weight so as to inhibit the free movement of a dog within the area tethered.
- (3) Tethering of dogs for more than eight hours at a time in any 24-hour period is prohibited.
- (4) A dog is not to be tethered outside during extreme weather including, but not limited to, extreme heat or near-freezing temperatures, thunderstorms, or floods without proper shelter and sustenance as defined in this ordinance.
- (5) A tethered dog must have access to adequate shade, shelter, food, and water.
- (6) A tethered dog must be at least 15 feet from the edge of any public road or sidewalk and not in an area open to teasing or attacks, or where the ground is continuously wet or muddy. The dog must be tethered in a manner that will prevent the animal from leaving any part of the owner's property.

- (7) A tethered dog must be six months of age or older.
- (8) A tethered dog must not be sick or injured.
- (9) If there are multiple dogs, each dog must be tethered separately with sufficient space placed between the dogs to ensure that there is no contact with another tethered animal.

When a pet or animal is found in a condition which evidences a first-time violation of any paragraph of Section 3-5. – Tethering, the animal control officer (ACO) shall issue a "notice of violation" to its owner, if known. The owner shall then have 24 hours to correct the violation.

Any person violating any provision of this section shall be subject to the following:

- (1) For a first and second offense, the person shall pay an administrative fine of \$100.00 per offense.
- (2) For a third or subsequent offense, the person, upon conviction, shall be fined not more than \$500.
- (3) Each day's violation of any provision of this section shall constitute a separate offense.

If this violation occurs a third time, or if the owner does not correct or remedy the first-time violation within twenty-four hours, or if the person violates any other section of this chapter, the ACO shall cause a "summons" to be issued to such person and the matter shall be heard before a court of competent jurisdiction. However, nothing in this chapter shall limit an ACO from taking immediate action, when it is deemed to be in the best interest of the pet or animal.

Sec. 3-6. – Running at Large – Animals.

- (1) It shall be unlawful for any owner or custodian of any pet or animal to permit same to run at large at any time upon any street or highway or other property within the City of Florence, except upon property owned or rented by the owner or custodian.
- (2) Any animal running at large or any animal determined to be abandoned may be picked up or trapped by an ACO and transported to the Shelter and there confined until redeemed or disposed of as hereinafter provided. In the case of livestock, animal control may place such animals with individuals, agencies, veterinary hospitals, or others for the impoundment period.
- (3) Within 24 hours after impounding any animal, the Shelter Supervisor or designee shall exercise due diligence to ascertain the owner of such animal and to inform the owner of the conditions whereby he or she can regain custody of the animal.
- (4) No pet or animal shall be permitted to be on school grounds, in a shopping area, or similar public place unless on a leash.
- (5) Upon receipt of a complaint by a resident of the city, the City shall investigate the complaint and may impound the animal and issue a notice of ordinance violation.

Each day's violation of any provision of this section shall constitute a separate offense and shall be subject to a fine as follows:

- (a) First offense: Warning ticket. Future violations (second, third and subsequent offenses) shall be from the date of the first offense violation and extend over a period of 12 months. At the end of this 12 month period, a subsequent offense shall be considered a first offense violation.
- (b) Second offense: \$75.00 administrative fine.
- (c) Third and subsequent offenses: \$100.00 administrative fine.

Sec. 3-7. – Public Nuisance.

Actions of any animal, including cats or other nonregulated animal or fowl, constitute a nuisance when an animal disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with ordinary use and enjoyment of their property. No person shall own, keep, possess, or maintain an animal in such a manner so as to constitute a public nuisance. By way of

example, and not of limitation, the following acts or actions by an owner or possessor of any animal are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Allowing or permitting an animal to damage the property of anyone other than its owner.
- (2) Maintaining an animal that is diseased and dangerous to the public health.
- (3) Maintaining an animal that habitually or repeatedly chases, snaps at, or attacks pedestrians, bicycles, or vehicles, or any animal whose behavior constitutes a reasonable risk of injuring a human or other animal.
- (4) Any animal that runs at large upon public or private property without permission from the property owner.
- (5) Any animal that soils, defiles, or defecates on public or private property, other than the property of the owner, unless the owner immediately removes and properly disposes of the waste.
- (6) Failure to remove animal fecal matter such that adjacent property owners or inhabitants are unable to enjoy the use of his or her property due to the odor or smell.
- (7) Any animal(s) which causes unsanitary or dangerous conditions to exist.
- (8) Any feral animal.
- (9) Allowing or permitting an animal to bark, howl, or whine in an excessive, continuous, untimely, or unreasonable fashion, or to make other noise in such a manner so as to result in annoyance or interference with the reasonable use and enjoyment of neighboring premises.

Upon receipt of a verbal or written complaint by a resident of the city, in addition to, or in lieu of impounding the animal, the ACO or other law enforcement officer shall investigate the complaint and may issue to the owner, if known, of such animal, a notice of ordinance violation. If the owner is not known or cannot be found, the ACO or other law enforcement officer shall post a copy of the notice at the property where the animal was seized. The owner shall be charged with an administrative fine and shall pay such fine to the Shelter within seven (7) days from the date of the issuance.

Any animal, which has been determined to be a habitual (done regularly or repeatedly within any 12 month period) public nuisance by the Shelter Supervisor or designee, may be impounded and shall not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated and until such owner has paid all impoundment, redemption, and boarding fees.

Any person violating any provision of this section shall be subject to an administrative fine. Each day's violation of any provision of this section shall constitute a separate offense and shall be subject to a fine as follows:

- (a) First offense: Warning ticket. Future violations (second, third and subsequent offenses) shall be from the date of the first offense violation and extend over a period of 12 months. At the end of this 12 month period, a subsequent offense shall be considered a first offense violation.
- (b) Second offense: \$50.00 administrative fine.
- (c) Third and subsequent offenses: \$75.00 administrative fine.

Sec. 3-8. – Impoundment or Seizure.

- (1) Following seizure of an animal, the ACO shall issue to the owner, if known, a notice of ordinance violation. The Shelter Supervisor in consultation with its Department Director shall make a determination as to whether the animal is returned to the owner or transferred to the Shelter. The animal shall remain in the custody and care of the Shelter until fines are paid and/or the matter is adjudicated in municipal court. If the owner does not pay the administrative fines and/or court ordered fines, redemption fees and redeem the animal within five days, the animal shall become the property of the Shelter and may be placed for adoption or euthanized. However, nothing in this chapter shall be construed to prohibit the euthanasia for humane purposes of a critically injured or

ill animal. The Shelter Supervisor and the Department Director shall investigate and consult with law enforcement, court and other agencies prior to its determination.

- (2) Pets or animals impounded pursuant to this section shall remain impounded at the Shelter for a period of not less than seven days subject to other provisions of this chapter.
- (3) Any pet or animal impounded with a severe, contagious, or life-threatening medical condition may be isolated, treated by a veterinarian, or immediately euthanized at the discretion of the Shelter Supervisor or designee, and such medical condition shall be documented in the records of the Shelter.
- (4) If an animal is impounded as the result of an action taken by state, federal or other local law enforcement, against the animal's *owner*, the Shelter will hold that animal for 14 days. If the owner or his designee does not make arrangements for the care and custody of the animal before the expiration of that 14-day period, the animal shall become the property of the Shelter and may be placed for adoption or euthanized. However, any animal impounded in this manner with a severe, contagious, or life-threatening medical condition may be isolated, treated by a veterinarian, or immediately euthanized at the discretion of the Shelter Supervisor. Such medical condition shall be documented in the records of the shelter.

Sec. 3-9. – Redemption.

- (1) The owner shall be entitled to resume possession of an impounded pet or animal within seven days from the date of impoundment upon compliance with all requirements as set forth below. If all such requirements are not met within the seven day time period, the pet or animal shall be deemed abandoned and shall immediately and irrevocably become the property of the Shelter to adopt or humanely euthanized at their discretion.
- (2) Identifiable animals or pets, not appearing to be abandoned or feral as determined by the City Manager or his designee, shall be held for seven days. Thereafter such animal or pet shall become the property of the shelter and may be placed for adoption or humanely euthanized following agreed upon collaborative consultation between FAHS and the Shelter Supervisor or designee.
- (3) For the purposes of this section, it shall be deemed that, the owner is notified when the Shelter Supervisor or designee makes telephone or direct contact with the owner. Such notification shall, at a minimum, identify the animal, advise the owner of how and where to redeem the animal, and indicate that if, within the seven day time period from the date of impoundment, the owner does not pay all redemption fees and redeem the animal, then the animal shall become the property of the Shelter.
 - (a) The owner must identify the animal by giving detailed verbal, written, photographic, or other acceptable description of the animal to the Shelter staff.
 - (b) Payment of all fees due, which include but are not limited to the following:
 - i. Administrative fines for notice of violation(s),
 - ii. A boarding fee of \$5.00 per day per animal or such fee as may be set by city,
 - iii. Medical costs incurred for the care of the animal while it was impounded in the custody of the shelter.
- (4) Fees collected for impoundment shall be turned over, in accordance with established city policies, to the City of Florence Finance Department.
- (5) Pursuant to Section 47-3-480 of the SC Code of Laws, 1976 as amended, any animal redeemed or adopted from the Shelter must be spayed or neutered by a licensed veterinarian within 30 days of adoption of a sexually mature pet or within 12 weeks of a non-sexually mature animal. Written verification from a licensed veterinarian is required for proof of spaying or neutering and this proof must be provided to the City of Florence. Failure to provide proof of spaying or neutering will result in a \$50.00 fine, and the immediate forfeiture of same animal.

Sec. 3-10. – Rabies Control.

- (1) It shall be unlawful for any person to own, keep, or harbor any dog, cat or ferret within the city where such dog, cat or ferret is older than four months of age unless such animal has been inoculated against rabies as provided herein. A person shall have thirty days from the time they acquire a dog or cat or ferret, four months of age or older, to obtain the necessary rabies inoculation.
- (2) The penalty for violating this section shall be \$50.00 per violation, payable to the City, provided however, that proof of vaccination shall be accepted in lieu of the fine, for the first offense, within three days (72 hours) from the date of issuance of notice of violation. Each day the animal remains unvaccinated will constitute a separate violation.
- (3) The owner of a dog, cat or ferret must have it inoculated against rabies at a frequency to provide continuous protection of the animal from rabies using a vaccine approved by the South Carolina Department of Health and Environmental Control (SCDHEC) and licensed by the United States Department of Agriculture, Veterinary Biology Division.
- (4) Evidence of rabies inoculation is a certificate signed by a licensed veterinarian. This certificate shall be in a form approved by the South Carolina Department of Health and Environmental Control (SCDHEC) and will be issued by a licensed veterinarian for each animal stating the name and address of the owner; the name, breed, color and markings, age, and sex of animal; the veterinary or pharmaceutical control number of the vaccine; and the name and address of the licensed veterinarian administering the vaccination.
- (5) Coincident with the issuance of the certificate, the licensed veterinarian shall also furnish a serially numbered metal license tag bearing the same number and year as the certificate and including the name and telephone number of the veterinarian, veterinary practice or hospital.
- (6) It is unlawful in the City of Florence for any person or organization, other than a licensed veterinarian or someone under his/her direct control, to sell or administer rabies vaccine; provided, however, the sale of the rabies vaccine to a registered veterinarian is not precluded by this section.
- (7) When, in the opinion of SCDHEC's regional medical director, an animal with or without identification tags and suspected of having rabies, is involved in a human bite incident, such director shall have the prerogative of ordering the animal to be euthanized and its head submitted for examination to determine if the rabies virus has been transmitted to the bite victim.
- (8) Any animal under ten-day quarantine at the Shelter or any approved alternate location shall not be released unless such release is authorized by South Carolina DHEC.

Sec. 3-11. – Dangerous/Vicious Animal Enforcement.

- (1) No person shall be permitted to own or harbor a dangerous or vicious animal within the limits of the City of Florence. However, this section does not apply to an animal owned by a licensed security company and on patrol in a confined area.
- (2) A person who violates this section or who is the owner of a dangerous animal which attacks and injures a domestic animal is guilty of a misdemeanor and, upon conviction, for a first offense must be fined not more than \$200.00 or imprisoned not more than thirty days, and upon conviction of a subsequent offense, must be fined \$1,000.00, none of which may be suspended.
- (3) A dangerous animal which attacks a human being or domestic animal must be ordered destroyed when, in the court's judgment, the dangerous animal represents a continued threat of serious harm to human beings or domestic animals.
- (4) A person found guilty of violating this section shall pay all expenses, including, but not limited to, shelter, food, veterinary expenses for boarding and veterinary expenses necessitated by the seizure of an animal for the protection of the public; direct medical treatment and medical follow-up expenses incurred by a victim of an attack from a dangerous animal and those of any city employee incurred

as a result of the seizure and handling of the animal; and other expenses required for the destruction of the animal.

- (5) Nothing in this section shall abrogate any civil remedies available under statutory, common, or other superior law.

Sec. 3-12. – Disposition of Seized Animals.

- (1) If a person is found to be in violation of this chapter, all animal(s) seized from him, if not previously ordered forfeited or previously forfeited by operation of law, are forfeited to the City and must be put up for adoption or humanely euthanized. Any outstanding costs incurred by the City of Florence for boarding and treating the animal(s) pending disposition of the case and any costs incurred in disposing of the animal(s) must be paid by the person found in violation.
- (2) Any person authorized by this section to care for animal(s), to treat animal(s), or to attempt to restore animal(s) to good health and who is acting in good faith is immune from any liability that may result from his other actions pursuant to this chapter.

Sec. 3-13. – Enforcement.

- (1) Pursuant to SC 47-3-20, the Animal Shelter Supervisor and or any animal control officer shall have the authority to enter public or unfenced private property within the city to carry out the duties imposed by this article.
- (2) Pursuant to SC 47-3-20, the Animal Shelter Supervisor and or any animal control officer shall have the authority to enter fenced private property, exclusive of buildings when:
 - (a) The owner or keeper of an animal, which has bitten or otherwise exposed a human or domestic/wild animal to rabies, refuses to surrender such animal for rabies quarantine.
 - (b) The animal control officer is taking possession of any animal found neglected or cruelly treated.
- (3) The Shelter Supervisor shall have the authority to enforce all applicable laws concerning animal control as set forth by this article or other laws and such additional duties, procedures, and responsibilities as the City Manager shall establish. At its discretion, the city may contract any portion or all of the enforcement and administration of this article, as it deems appropriate. However, nothing herein shall abridge or limit the right and duty of local law enforcement authorities to enforce the provisions of this or any other law.
- (4) No person shall interfere with, hinder, or molest the duly authorized ACO or his equipment or any such agent of the city in the performance of his duty, or seek to release animals in the custody of the duly authorized ACO or any agent of the city. As public employees, animal control officers are protected pursuant to of the 1976 SC Code of Laws, Section 16-3-1040, as amended, and any other applicable statute.
- (5) Any person who knowingly makes a false or misleading material statement to a public servant is guilty of a misdemeanor. "Material statement" means a written or oral statement reasonably likely to be relied upon by a public servant in the discharge of his/her official powers or duties.

City of Florence Code of Ordinances

**Ordinance 2015-32
Animal Care and Control**

This revised and amended Ordinance 2015-32, Chapter 3 – Animal Care and Control shall become effective upon its approval and adoption by the City Council of the City of Florence.

Adopted this _____ day of November, 2015.

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: October 19, 2015
AGENDA ITEM: Ordinance – First Reading
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

For City Council consideration is an ordinance to authorize leasing a portion of the elevated tank site located at 3381 Pine Needles Road for the placement of a radio equipment building, antenna system, and coaxial transmission line.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

No previous action has been taken on this ordinance.

III. POINTS TO CONSIDER

A. The City of Florence has been in discussion with representatives of Cellco Partnership, a New Jersey partnership d/b/a/ Verizon Wireless to negotiate a lease agreement for the use of the City's water tank site at 3381 Pine Needles Road.

B. A Water Tower Lease Agreement proposal has been submitted to the City of Florence.

C. This agreement has been thoroughly reviewed by City Staff and the City Attorney, with necessary revisions successfully negotiated.

D. Verizon Wireless proposes to lease approximately 780 square feet of property located at 3381 Pine Needles Road to place a radio equipment building (11 feet, 6 inches by 29 feet, 5.5 inches) and the right to place a wireless antenna system on the water tower and a coaxial transmission line between the antenna system and the radio equipment building.

E. All ingress/egress and insurance issues have been addressed within the proposed lease.

IV. STAFF RECOMMENDATION

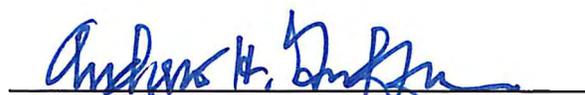
Approve and adopt of the proposed ordinance.

V. ATTACHMENTS

A copy of the proposed ordinance and the proposed Water Tower Lease Agreement are attached.



Thomas W. Chandler
Finance Director



Andrew H. Griffin
City Manager

WATER TOWER LEASE AGREEMENT

This Agreement made this ____ day of _____, 2015, between CITY OF FLORENCE, with its principal offices located at 324 West Evans Street, Florence, South Carolina 29501-3430, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 3381 Pine Needles Rd., City of Florence, County of Florence, State of South Carolina, as shown on the Tax Map of the County of Florence as Parcel ID 00074-01-190 and being further described in Deed Book A309 at Page 181 as recorded in the Florence County Register of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, PINE NEEDLES ROAD, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. INTENTIONALLY DELETED.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of TWENTY-THREE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$23,100.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of JUNE, 2016, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or JUNE 1, 2016, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. The Parties agree and acknowledge that LESSEE shall be responsible for rental payments due under this Agreement commencing on the Commencement Date and for each month thereafter throughout the term of this Agreement (Except as otherwise provided herein),

but that Lessee will be unable to process any rental payment until the Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph.

c. LESSOR shall, at all times during the Term, provide access sufficient for the Lessee to secure electrical service and telephone service within the Premises. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each five (5) year extension term shall increase by TEN PERCENT (10.0%) over the annual rent due for the immediately preceding five (5) year term.

6. INTENTIONALLY DELETED.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall, to the extent allowed by South Carolina law,¹ indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

¹ The Attorney General for South Carolina has opined that a municipality does not have the authority to enter into an indemnification agreement. It is the intention of the City of Florence to abide by applicable South Carolina law should the opinion be validated by the courts.

- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been completed with respect to the Tower. LESSOR shall supply to LESSEE copies of all structural analysis reports that are completed throughout the Term with respect to the Tower promptly after the completion of the same.

LESSEE agrees to cooperate with LESSOR during the performance of any maintenance or repair work upon the Tower. In the event it is determined that the relocation of LESSEE'S equipment is necessary in order to complete such maintenance or repair work in a commercially reasonable manner, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE'S existing location in size and is fully compatible for LESSEE'S use, in LESSEE'S reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- c. LESSEE'S use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE'S reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE'S option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by

easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Florence
City Manager
324 West Evans Street
Florence, SC 29501-3430

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute

an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify² LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

² See Footnote No. 1.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this

Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF FLORENCE

WITNESS (1)

By: _____

Print Name: _____

Print Title: _____

Date: _____

WITNESS (2)

LESSEE:

**CELLCO PARTNERSHIP d/b/a
Verizon Wireless**

WITNESS (1)

By: _____

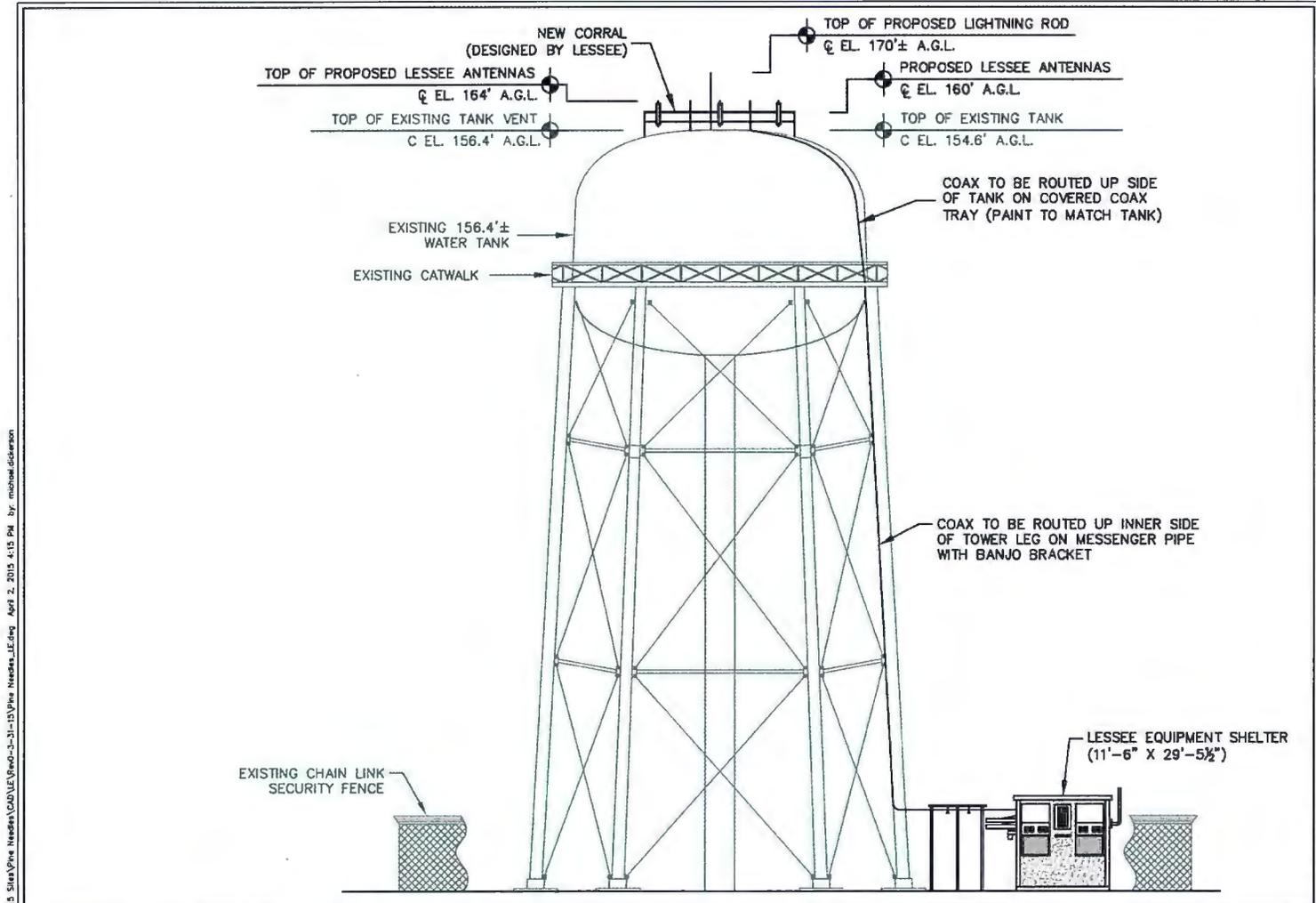
Aparna Khurjekar
Area Vice President Network

WITNESS (2)

Date: _____

Exhibit "A" (Page 1 of 4)

Tower Space, Land Space, and Rights of Way



K:\VATL_01\Drawings\000_Verion\2015_Site\Site Needs\CD\NE\Drawings\01-15\Site Needs_LE.dwg April 2, 2015 4:15 PM by michael.giddens

| | |
|-----------------|-----------|
| JOB No.: | 012055929 |
| DATE: | 04/01/15 |
| REV.: | 0 |
| DRAWN: | MWD |
| CHECKED: | KRM |

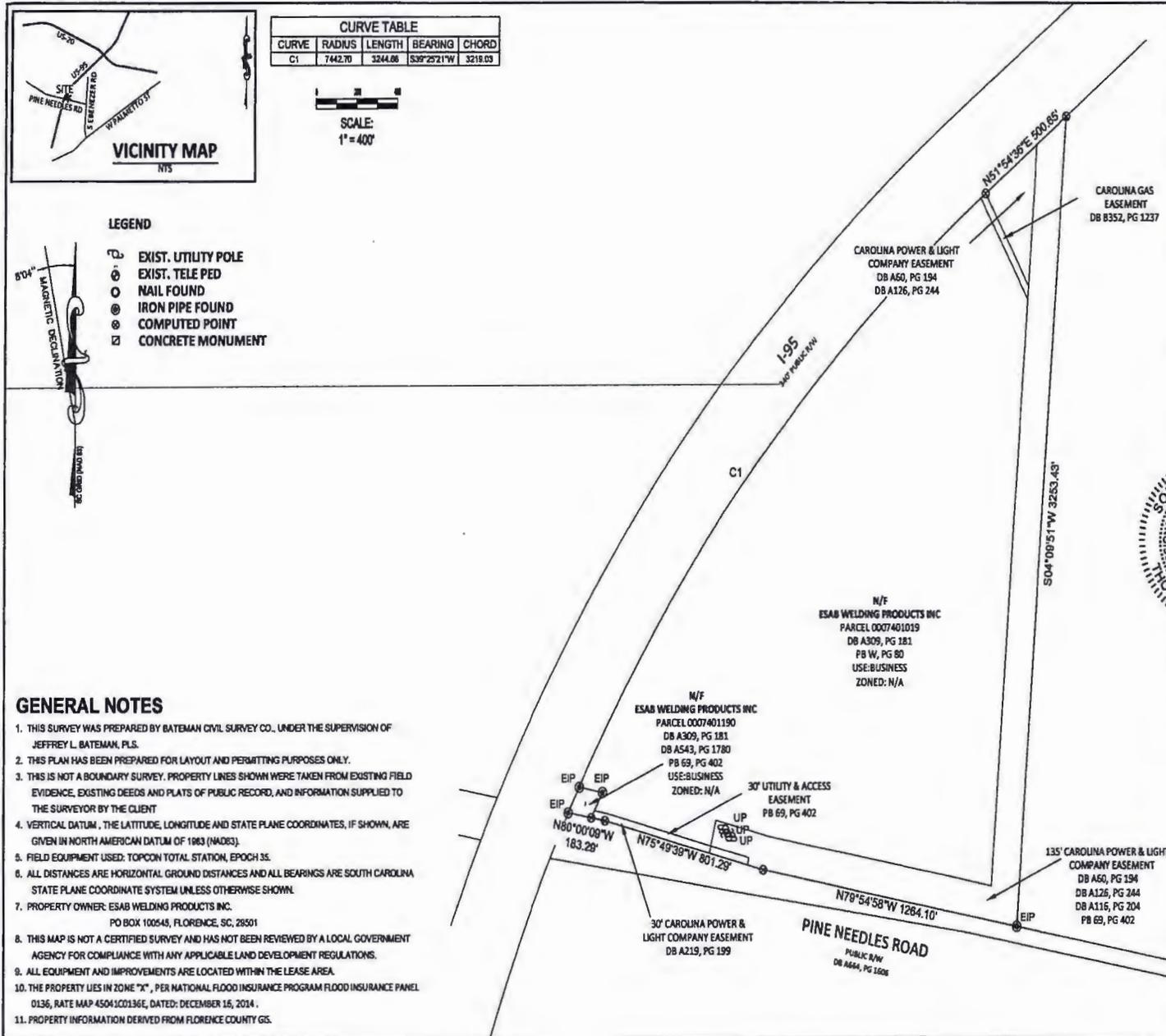
Kimley»Horn
 2 SUN COURT, SUITE 450, PEACHTREE CORNERS, GA 30092
 PHONE: 770-825-0744 WWW.KIMLEY-HORN.COM
 SC License C00166

Site Visit Attendees:
 NICK WILLIAMSON
 FORREST WHITTINGTON

**EXISTING WATER TANK
 PINE NEEDLES
 3381 PINE NEEDLES ROAD
 FLORENCE, SC 29501
 FLORENCE COUNTY**

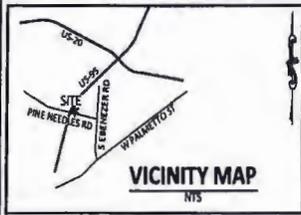
**TOWER ELEVATION
 SHEET 3 OF 3
 NOT TO SCALE
 NOT FOR CONSTRUCTION**

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Use of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc. 2015



| CURVE TABLE | | | | |
|-------------|---------|---------|--------------|---------|
| CURVE | RADIUS | LENGTH | BEARING | CHORD |
| C1 | 7442.70 | 3244.06 | S39°25'21\"W | 3219.03 |

SCALE:
1" = 400'



LEGEND

- ⊙ EXIST. UTILITY POLE
- ⊙ EXIST. TELE PED
- NAIL FOUND
- ⊙ IRON PIPE FOUND
- ⊙ COMPUTED POINT
- ▣ CONCRETE MONUMENT

GENERAL NOTES

- THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY CO., UNDER THE SUPERVISION OF JEFFREY L. BATEMAN, PLS.
- THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
- THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT
- VERTICAL DATUM, THE LATITUDE, LONGITUDE AND STATE PLANE COORDINATES, IF SHOWN, ARE GIVEN IN NORTH AMERICAN DATUM OF 1983 (NAD83).
- FIELD EQUIPMENT USED: TOPCON TOTAL STATION, EPOCH 3S.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM UNLESS OTHERWISE SHOWN.
- PROPERTY OWNER: ESAB WELDING PRODUCTS INC.
PO BOX 100545, FLORENCE, SC, 29501
- THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- ALL EQUIPMENT AND IMPROVEMENTS ARE LOCATED WITHIN THE LEASE AREA.
- THE PROPERTY LIES IN ZONE "X", PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE PANEL 0136, RATE MAP 45041C0136G, DATED: DECEMBER 16, 2014.
- PROPERTY INFORMATION DERIVED FROM FLORENCE COUNTY GIS.

BCSC
BATEMAN CIVIL SURVEY CO., PC
200 N Main St, Holly Springs, NC 27540
Phone: 919.577.1080 Fax: 919.577.1081
NCELS FPM # C-2279

ertzer wireless
BEST RESERVE DRIVE
CHARLOTTE, NORTH CAROLINA 28202

Kimley»Horn
2 Sun Court, Suite 450
Peachtree Corners, GA
30092

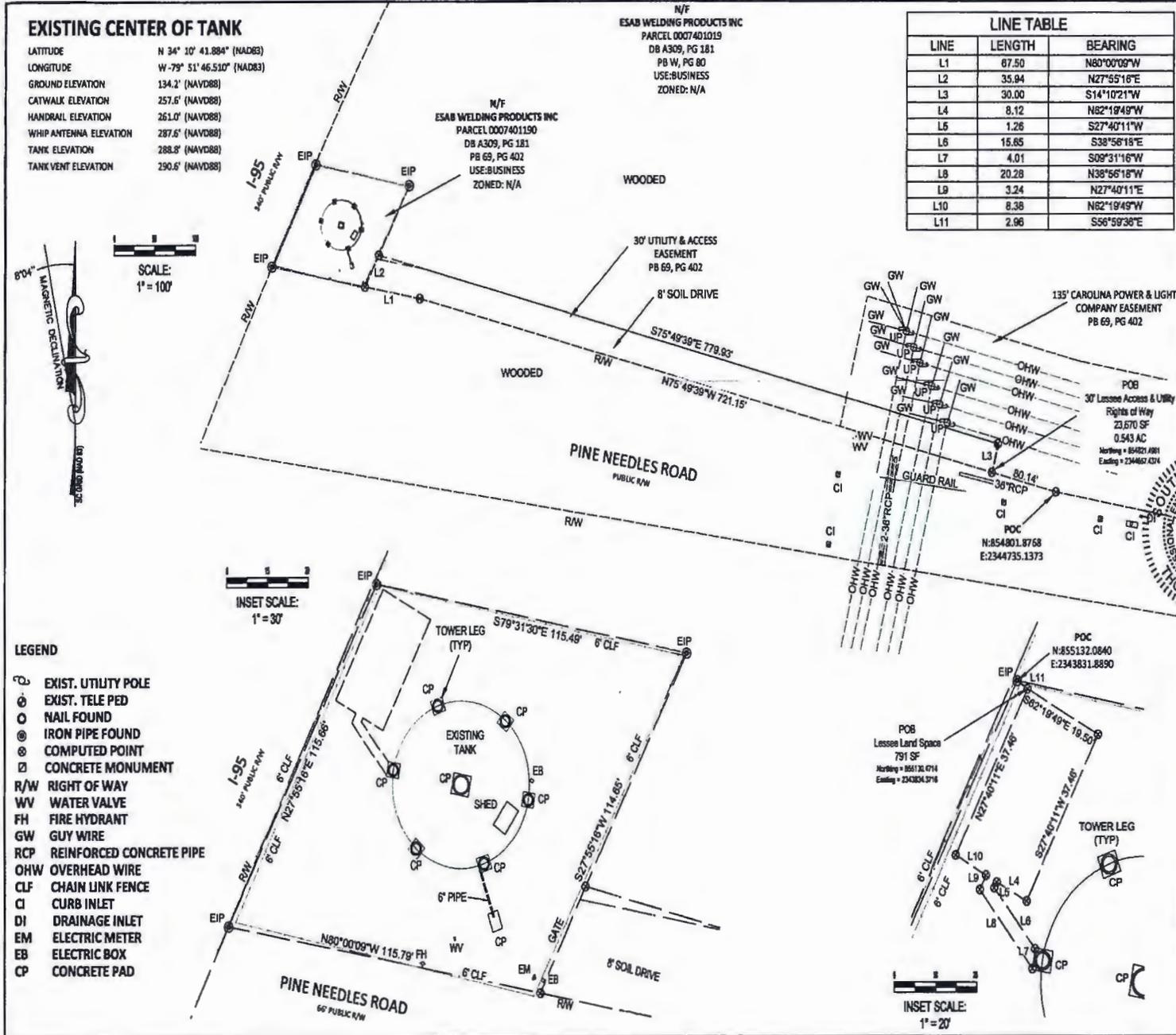
DRAWN BY: JCH
CHECKED BY: BPC
DRAWING DATE: 3/20/15

NO. 7582 MAY 14
THOMAS S. SCHEPPEL, J.
SOUTH CAROLINA PROFESSIONAL SURVEYOR

| REVISIONS | NO. | DATE | DESCRIPTION |
|-----------|-----|------------|--------------------|
| | 1 | 05/14/2015 | Issue Final Survey |

PINE NEEDLES
296041
3361 PINE NEEDLES RD.
FLORENCE, SC, 29501
FLORENCE COUNTY

| |
|----------------------------|
| DATE OF SURVEY: 03/27/2015 |
| BCSC JOB # 15022 |
| SHEET TITLE: SURVEY |
| SHEET NUMBER 1 OF 3 |



BCSC
BATEMAN CIVIL SURVEY CO., PC
200 N Main St, Holly Springs, NC 27540
Phone: 919.577.1090 Fax: 919.577.1091
NCALA FORM # C-228

ortzon wireless
WIRELESS SURVEYING
CREATING THE FUTURE OF SURVEYING

Kimley»Horn
2 Sun Court, Suite 450
Peachtree Corners, GA
30092

DRAWN BY: JCH
CHECKED BY: BPC
DRAWING DATE: 3/20/15

THOMAS W. BRIGHT, Jr.
Professional Engineer
No. 7566
Exp. 12/31/2018

| NO. | DATE | DESCRIPTION |
|-----|------------|--------------------|
| 1. | 03/24/2015 | ISSUE FINAL SURVEY |

PINE NEEDLES
298041
3381 PINE NEEDLES RD.
FLORENCE, SC, 29501
FLORENCE COUNTY

DATE OF SURVEY: 03/27/2015
BCSC JOB # 150252
SHEET TITLE: SURVEY
SHEET NUMBER 2 OF 3

REPORT OF TITLE
FIDELITY NATIONAL TITLE INSURANCE COMPANY
 FILE # 21181874
 DATED 02/24/2015
 PROPOSED INSURED: VERIZON WIRELESS

1. Taxes 2014, Parcel ID 00074-01-190 are paid directly to the State of South Carolina. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
2. Plat prepared for the Union Carbide Corp. recorded in Plat Book W, Page 80. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
3. Plat of the Union Carbide Corp. Easement for sewer line recorded in Plat Book W, Page 82. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
4. As-built survey recorded in Plat Book 35, Page 119. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
5. Plat of lot consisting of 0.28 acres recorded in Plat Book 69, Page 402. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
6. Easement in favor of Carolina Power & Light Company recorded 07/21/1941 in Deed Book 82, Page 599. (Does Affect Verizon Land Space or Access & Utility Rights of Way)(Overhead Utility)
7. Title to Easement in favor of J.W. Parker Jr. recorded 05/12/1966 in Deed Book 82, Page 569. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
8. Right of Way in favor of Union Carbide Corporation, recorded 05/12/1966 in Deed Book A30, Page 113. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
9. Right of Way in favor of Union Carbide Corporation, a New York Corporation recorded 05/12/1966 in Deed Book A30, Page 114. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
10. Right of Way Grant in favor of Carolina Power & Light Company, a North Carolina public service corporation recorded 08/22/1968 in Deed Book A80, Page 194. (Does Affect Verizon Land Space or Access & Utility Rights of Way)(Overhead Utility)
11. Right of Way Grant in favor of Carolina Power & Light Company, a North Carolina public service corporation recorded 12/13/1971 in Deed Book A116, Page 204. (Does Affect Verizon Land Space or Access & Utility Rights of Way)(Overhead Utility)
12. Easement in favor of Carolina Power & Light Company, recorded 08/09/1972 in Deed Book A116, Page 244. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
13. Right of Way Easement in favor of the Southern Bell Telephone and Telegraph Company, recorded 03/31/1982 in Deed Book A177, Page 322. (Does Affect Verizon Land Space or Access & Utility Rights of Way)(Blanket Easement)
14. Easement Agreement in favor of Carolina Power & Light Company, a North Carolina corporation recorded 10/22/1984 in Deed Book A219, Page 199. (Does Affect Verizon Land Space or Access & Utility Rights of Way)(Overhead Utility)
15. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Notice of Restrictions recorded in Deed Book A388, Page 1609, but omitting any covenants or restrictions, if any based upon race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
16. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Notice of Restrictions recorded in Deed Book A410, Page 696, but omitting any covenants or restrictions, if any based upon race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
17. Corporate Deed of Easement in favor of City of Florence recorded 07/14/1998 in Deed Book A529, Page 2345. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
18. Lease 11/18/1998: The ESAB Group, Inc. (formerly ESAB Welding Products, Inc.), as Landlord/Lessor City of Florence, South Carolina, as Tenant/Lessee recorded 11/25/1998 in Deed Book A543, Page 1780. (Does Affect Verizon Land Space or Access & Utility Rights of Way)(Tank Site Lease)
19. Quit-Claim Deed of Easement in favor of Trinity Presbyterian Church of Florence, Inc. recorded 08/24/2001 in Deed Book A845, Page 1560. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
20. Lease 12/21/2001: The ESAB Welding and Cutting Products, as Landlord/Lessor Florence County, South Carolina, a political subdivision of the State of South Carolina as Tenant/Lessee recorded 01/17/2002 in Deed Book A884, Page 1808. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
21. Terms, provisions, covenants, conditions, restrictions, reservations, easements, charges, assessments and liens provided in a Notice of Restrictions recorded in Deed Book A875, Page 880, but omitting any covenants or restrictions, if any based upon race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
22. Post-Closure Care Renewal Application dated 04/03/2006 recorded 04/10/2006 in Deed Book B002, Page 688. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
23. Right of Way Grant in favor of Carolina Gas Transmission Corporation, a South Carolina corporation recorded 05/17/2011 in Deed Book B352, Page 1237. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
24. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (South Carolina) The ESAB Group, Inc. a Delaware Corporation in favor of Deutsche Bank AG New York Branch dated 05/31/2012 recorded 06/01/2012 in Deed Book B407, Page 670. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
25. UCC/Financing Statement The ESAB Group, Inc. Debtor, Deutsche Bank AG New York Branch, as Collateral Agent Filed 06/01/2012 in Deed Book B407, Page 699. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
26. Notice of Class 1 Permit Modification dated 01/23/2013 recorded 01/29/2013 in Deed Book B448, Page 282. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)

30' LESSEE ACCESS & UTILITY RIGHTS OF WAY DESCRIPTION

All that certain parcel of land, situated in Florence, Florence County, South Carolina, being on the lands of ESAB Welding Products Inc. as described in Deed Book A309 at Page 181, Florence County Records, and being more particularly described as follows:
 Commencing at the Southern property line of ESAB Welding Products Inc. and Northern Right of Way of Pine Needles Road, Florence County Records, having State Plane Coordinates N:854801.8768, E:2344735.1373, thence N75°49'39"W, 80.14' along the Right of Way to a point, said point being the Point of Beginning of the 30' Lessee Access & Utility Rights of Way, said point having State Plane Coordinates N:854821.4981, E:2344657.4374, thence N75°49'39"W, 72.15' to a point; thence N80°00'09"W, 67.50' to a point; thence N27°55'16"E, 35.94' to a point; thence S75°49'39"E, 779.93' to a point; thence S14°10'21"W, 30.00' to a point; said point being the Point of Beginning of the 30' Lessee Access & Utility Rights of Way. Said 30' Lessee Access & Utility Rights of Way contains 23,670 square feet more or less

LESSEE LAND SPACE DESCRIPTION

All that certain parcel of land, situated in Florence, Florence County, South Carolina, being on the lands of ESAB Welding Products Inc. as described in Deed Book A309 at Page 181, Florence County Records, and being more particularly described as follows:
 Commencing at the Western property line of ESAB Welding Products Inc. and Eastern Right of Way of Interstate 95, Florence County Records, having State Plane Coordinates N:855132.0840, E:2343831.6890, thence S56°59'36"E, 2.96' to a point, said point being the Point of Beginning of the Lessee Land Space, said point having State Plane Coordinates N:855130.4714, E:2343834.3716, thence S62°19'49"E, 19.50' to a point; thence S27°40'11"W, 37.46' to a point; thence N62°19'49"W, 8.12' to a point; thence S27°40'11"W, 1.28' to a point; thence S38°56'18"E, 15.65' to a point; thence S09°31'16"W, 4.01' to a point; thence N38°56'18"W, 20.28' to a point; thence N27°40'11"E, 3.24' to a point; thence N62°19'49"W, 8.38' to a point; thence N72°40'11"E, 37.46' said point being the Point of Beginning of the Lessee Land Space. Said Lessee Land Space contains 791 square feet, more or less.

BCSC
 Batsman Civil Survey Co, PC
 700 N Main St, Holly Springs, NC 27540
 phone 919.577.5000 Fax 919.577.1081
 NCALA 7784 6 0-2/03

verizon wireless
 8001 EXCELLENCE AVE
 CHARLOTTE, NORTH CAROLINA 28262

Kimley»Horn
 2 Sun Court, Suite 450
 Peachtree Corners, GA
 30092

DRAWN BY: JCH
 CHECKED BY: SPC
 DRAWING DATE: 3/20/15

NO. 7562
 THOMAS HORN, JR.
 507 W. 15th St.
 Charlotte, NC 28202

| NO. | DATE | DESCRIPTION |
|-----|------------|--------------------|
| 1. | 02/24/2015 | Issue Final Survey |

PINE NEEDLES
 299041
 3381 PINE NEEDLES RD.
 FLORENCE, SC. 29501
 FLORENCE COUNTY

DATE OF SURVEY: 02/27/2015
 BCSC JOB # 150282
 SHEET TITLE: SURVEY
 SHEET NUMBER: 3 OF 3

Exhibit "B"

TOWER MOUNTED EQUIPMENT

Six (6) Andrew HBXX-6516DS-A2M Panel Antennas

Six (6) CSS X7C-FRO-840-VR0 Panel Antennas

One (1) Raycap RRFDC-3315-PF-48 Surge Suppressor

Three (3) Raycap RRFDC-1064-PF-48 Surge Suppressors

Six (6) Ericsson RRUS 12 w/A2 Remote Radio Units

One (1) line of 1-5/8" Hybrid Fiber

Twelve (12) lines of 1-5/8" Coax

ORDINANCE NO. 2015 - _____

AN ORDINANCE TO AUTHORIZE THE LEASE OF A PORTION OF THE ELEVATED TANK AND WATER PLANT SITE AT 3381 PINE NEEDLES ROAD, FOR THE PLACEMENT OF A RADIO EQUIPMENT BUILDING, ANTENNA SYSTEM AND COAXIAL TRANSMISSION LINE.

WHEREAS, Cellco Partnership d/b/a Verizon Wireless, has proposed to lease approximately 780 square feet of the City's Pine Needles Road water plant to place cellular communication equipment; and

WHEREAS, City staff has reviewed the proposed lease agreement and has determined that it is mutually beneficial and the proposed lease payments are reasonable and reflect market value for like installations:

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 AS FOLLOWS:

1. That the City Manager is hereby authorized to execute the Water Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless.
2. That staff is authorized to work with Cellco Partnership d/b/a Verizon Wireless in the placement of necessary wireless transmission facilities.

ADOPTED THIS _____ DAY OF _____, 2015.

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: October 19, 2015
AGENDA ITEM: Ordinance
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

For City Council consideration is an ordinance to amend the FY 2015-16 City of Florence General Fund Budget.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

- A. On August 17, 2015 City Council adopted an ordinance to declare as surplus and to sell property owned by the City located on the corner of Irby and Darlington streets to Palmetto Petro, LLC.
- B. The sale of the property was closed on September 2, 2015.
- C. On October 1, 2015 a Special City Council meeting was held to discuss the allocation of proceeds from the sale of City property to Palmetto Petro, LLC.

III. POINTS TO CONSIDER

A. The objective of the proposed ordinance is to amend the General Fund budget for FY 2015-16 to provide for receipt and expenditure of property sale proceeds received for the conveyance of property to Palmetto Petro, LLC. As agreed by City Council, proceeds from the sale of the property will be used for: 1) immediate improvements and longer-term improvements to the new PDRTA bus transfer station site on the corner of Irby and Darlington streets adjacent to the Palmetto Petro property; and 2) rehabilitation of property owned by the City located at 142 North Dargan Street to house the Art Trail Gallery.

IV. STAFF RECOMMENDATION

Approve and adopt 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 GENERAL FUND BUDGET FOR THE CITY OF FLORENCE, SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016

WHEREAS, on August 17, 2015 City Council approved an ordinance to declare as surplus and to sell City-owned property located on the corner of Irby and Darlington streets to Palmetto Petro, LLC.; and

WHEREAS, this property sale was closed on September 2, 2015; and

WHEREAS, in a Special Council Meeting held on October 1, 2015 City Council discussed the allocation of funds received from the sale of said City-owned property; and

WHEREAS, at that meeting City Council determined it to be in the City's best interest to appropriate a portion of the property sale proceeds to the Pee Dee Regional Transportation Authority (PDRTA) for immediate and longer-term site improvements to the newly relocated bus transfer station located on the corner of Irby and Darlington Streets adjacent to the Palmetto Petro, LLC property; and

WHEREAS, City Council also deemed it appropriate to allocate funding for rehabilitation and redevelopment costs to provide new housing for the Art Trail gallery at the 142 N. Dargan St. Building recently acquired by the City.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Florence, South Carolina, in a meeting duly assembled that the budget for the City of Florence, South Carolina, for the fiscal year beginning July 1, 2015 and ending June 30, 2016, is hereby amended as follows:

Section 1. That the revenues of the General Fund in said budget are hereby amended by the additional appropriation as follows:

| | |
|---------------|---|
| 100325-430050 | Sale of Property Proceeds is funded in the total amount of \$777,000 from the sale of City-owned property located on the corner of Irby and Darlington Street to Palmetto Petro, LLC. |
|---------------|---|

Section 2. That the expenditures of the General Fund in said budget are hereby amended by the additional appropriations as follows:

| | |
|-----------------|---|
| 10049200-593020 | Transit System (Community Programs) is increased in the amount of \$90,000 to provide funding for immediate improvements (\$20,000) and longer-term improvements (\$70,000) to the new PDRTA bus transfer station site on the corner of Irby and Darlington Streets adjacent to the Palmetto Petro, LLC property. |
|-----------------|---|

| | |
|-----------------|---|
| 10049300-594013 | Art Trail Gallery (Non-Departmental) is funded in the amount of \$600,000 to provide for costs related to rehabilitation of property owned by the City located at 142 North Dargan Street to house the Art Trail Gallery. |
|-----------------|---|

| | |
|-----------------|---|
| 10049300-594020 | Contingency Fund (Non-Departmental) is increased in the amount of \$87,000 to provide for contingency funding for |
|-----------------|---|

FY 2015-2016 Budget Amendment Ordinance (continued)

unanticipated General Fund projects, programs and/or other requirements in FY 2015-16.

Section 3. That all ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

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

ADOPTED THIS _____ DAY OF _____, 2015.

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela
Mayor

Attest:

Dianne Rowan
Municipal Clerk

CITY OF FLORENCE COUNCIL MEETING

DATE: October 12, 2015

AGENDA ITEM: First Reading, Ordinance to Amend Planned Development District Ordinance 1987-29

DEPARTMENT/DIVISION: Planning, Research & Development

I. ISSUE UNDER CONSIDERATION

Request to amend Planned Development District Ordinance 1987-29.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

On September 8, 2015 Planning Commission held a public hearing on this matter. The Planning Commissioners voted unanimously, 9-0, to approve the request.

III. POINTS TO CONSIDER

- (1) In August of 1987, City Council adopted an ordinance that rezoned two lots (tax map numbers 00099-01-067 and 068 owned by JDN Enterprises to a Planned Development District.
- (2) This ordinance allowed for the development of a shopping center on the property that would tie into the existing Wal-Mart development (Attachment 3).
- (3) The current owner of tax map parcel 00099-01-067, Faison-Crossroads, LLC, would like to amend PDD Ordinance 1987-29 to allow the creation of a one acre outparcel and the construction of a restaurant on said outparcel (Attachment 4). A site plan has been submitted (Attachment 5) that further illustrates the site requirements for the development.
- (4) The applicant proposes that allowed signage for the PDD follow the regulations as set forth in the City of Florence Zoning Ordinance, Article 5 for the B-3, General Commercial zoning district.
- (5) All other regulations would remain the same as stated in Ordinance 1987-29.

IV. OPTIONS

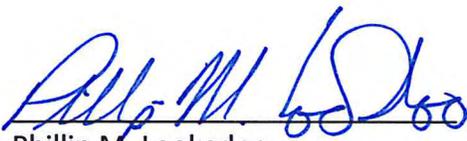
City Council may:

- (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. NOTES

VI. ATTACHMENTS

- (1) Ordinance
- (2) Location Map
- (3) Ordinance 1987-29 and Support Documents
- (4) Proposed Outparcel
- (5) Proposed Development Plan for Outparcel

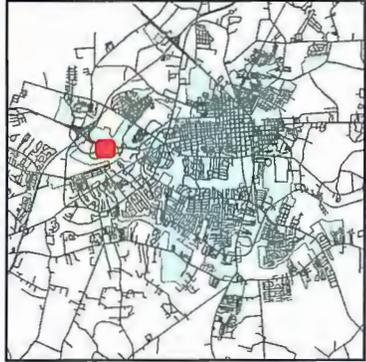


Phillip M. Lookadoo
Planning, Research, & Development Director



Andrew H. Griffin
City Manager

PC-2015-25 Attachment A
Location Map 2600 David H. McLeod Blvd



Legend

- Roads
- ▭ Parcels



DISCLAIMER:
The City of Florence Department of Planning, Research, and Development 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.



Attachment 3
Ordinance 1987-29 and support documents

| | |
|---|------------------------|
| ADOPTED ON FIRST READING AT A MEETING OF THE COUNCIL OF THE CITY OF FLORENCE, S. C. | |
| ON | <u>July 13, 1987</u> |
| 2ND | <u>July 13, 1987</u> |
| 3RD | <u>August 17, 1987</u> |
| COPY MAILED TO _____ | |
| ORDINANCE # | <u>8N-29</u> |

AN ORDINANCE TO REZONE THE PROPERTY OF JDN ENTERPRISES, 2640 DAVID MCLEOD BLVD. BY AMENDING THE ZONING ATLAS OF THE CITY OF FLORENCE.

WHEREAS, a public hearing was held in room 604, City-County Complex on June 23, 1987 at 7:00 p.m. before the City Planning Commission and notice of said hearing was duly given; and

WHEREAS, an application by JDN Enterprises was presented requesting an amendment to the City Zoning Atlas changing the zoning district classification of properties from Highway Commercial to Commercial Planned Unit Development shown on Tax Map 099, Block 1, Parcels 67 & 68.

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

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

1. that an ordinance entitled "Zoning Ordinance" adopted by the City of Florence on March 20, 1972 is hereby amended by changing the zoning atlas district classification of the aforesaid property from Highway Commercial to Commercial Planned Unit Development.
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 17th DAY OF August, 1987.

Approved as to form:

James Bell
James Bell, City Attorney

Tim Meachem
Tim Meachem, Staff Attorney

ATTEST:

Joyce E. Wiggins
Joyce E. Wiggins
Municipal Clerk

Joe W. "Rocky" Pearce, Jr., Mayor

John A. Sellers
John A. Sellers, Councilman

Ben Dorler
Ben Dorler, Councilman

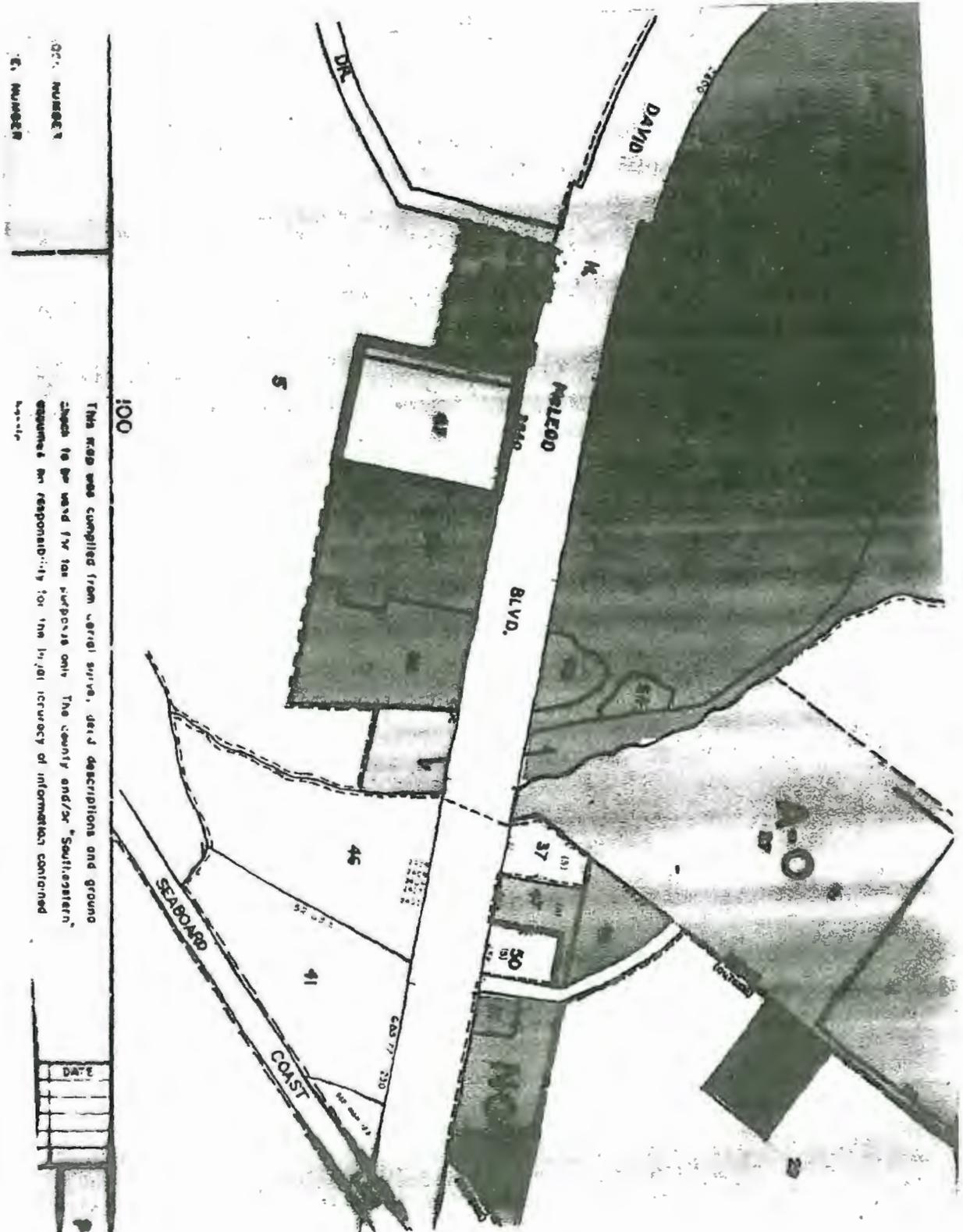
James T. Schofield
James T. Schofield, Councilman

K. Fred Samra
K. Fred Samra, Councilman

Herbert G. Ham
Herbert G. Ham, Councilman

James L. Daniels
James L. Daniels, Councilman

Attachment 3 (cont'd)
 Ordinance 1987-29 and support documents



DC. NUMBER
 C. NUMBER

This map was compiled from aerial survey, deed descriptions and ground checks to be used for tax purposes only. The county and/or "Southeastern" assumes no responsibility for the legal accuracy of information contained herein.

| DATE |
|------|
| |
| |
| |
| |

Attachment 3 (cont'd)
Ordinance 1987-29 and support documents

MEMORANDUM

TO: CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: REZONING REQUEST BY JDN ENTERPRISES, 2640 DAVID MCLEOD
BOULEVARD.

DATE: JULY 6, 1987

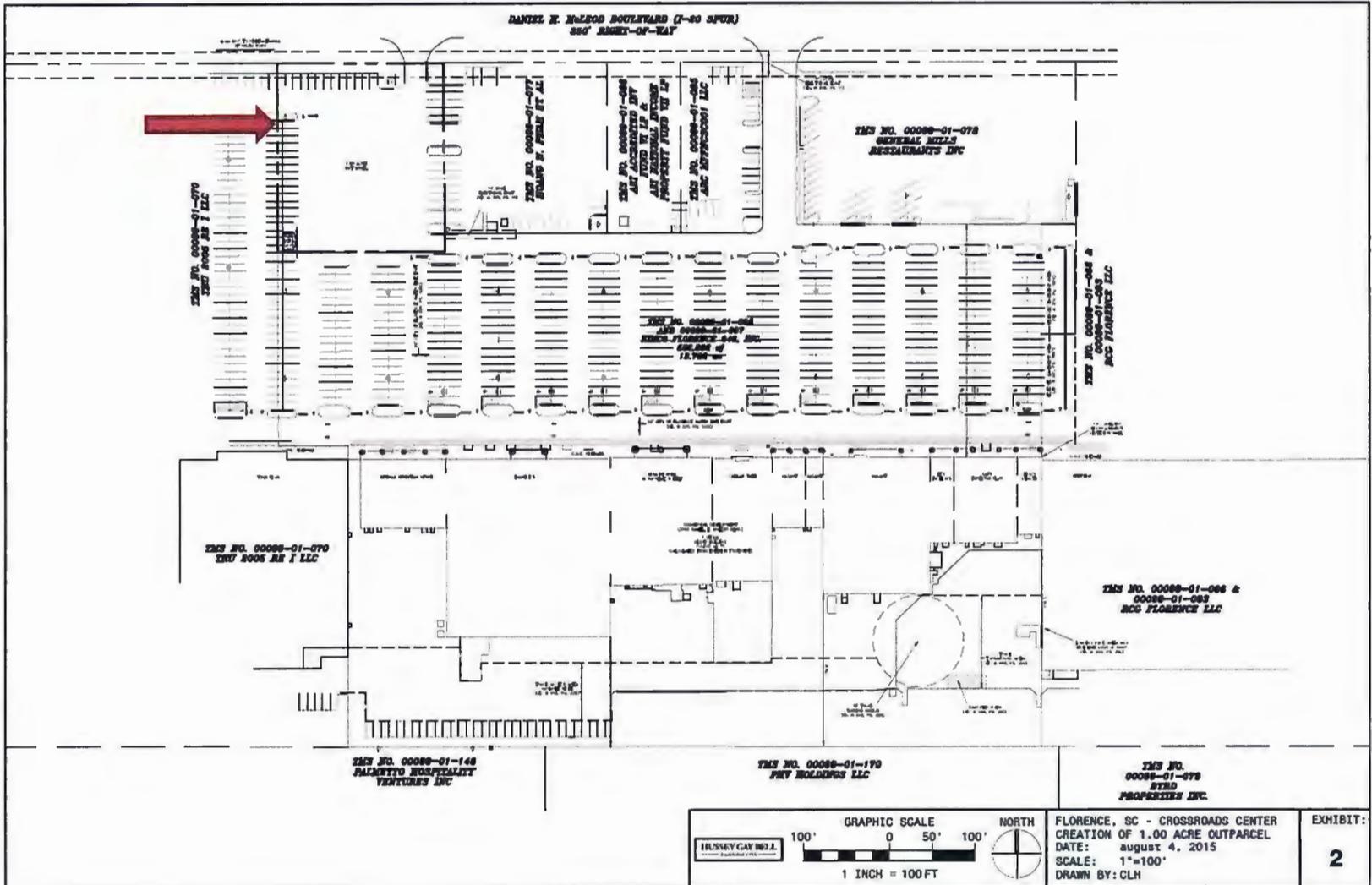
Applicant is requesting that property at 2640 David McLeod Blvd. located on Tax Map 99, Block 1, Parcels 67 & 68 be rezoned from Highway Commercial to Commercial Planned Unit Development.

Applicant wants to provide uniform planned development and tie into the Walmart Development.

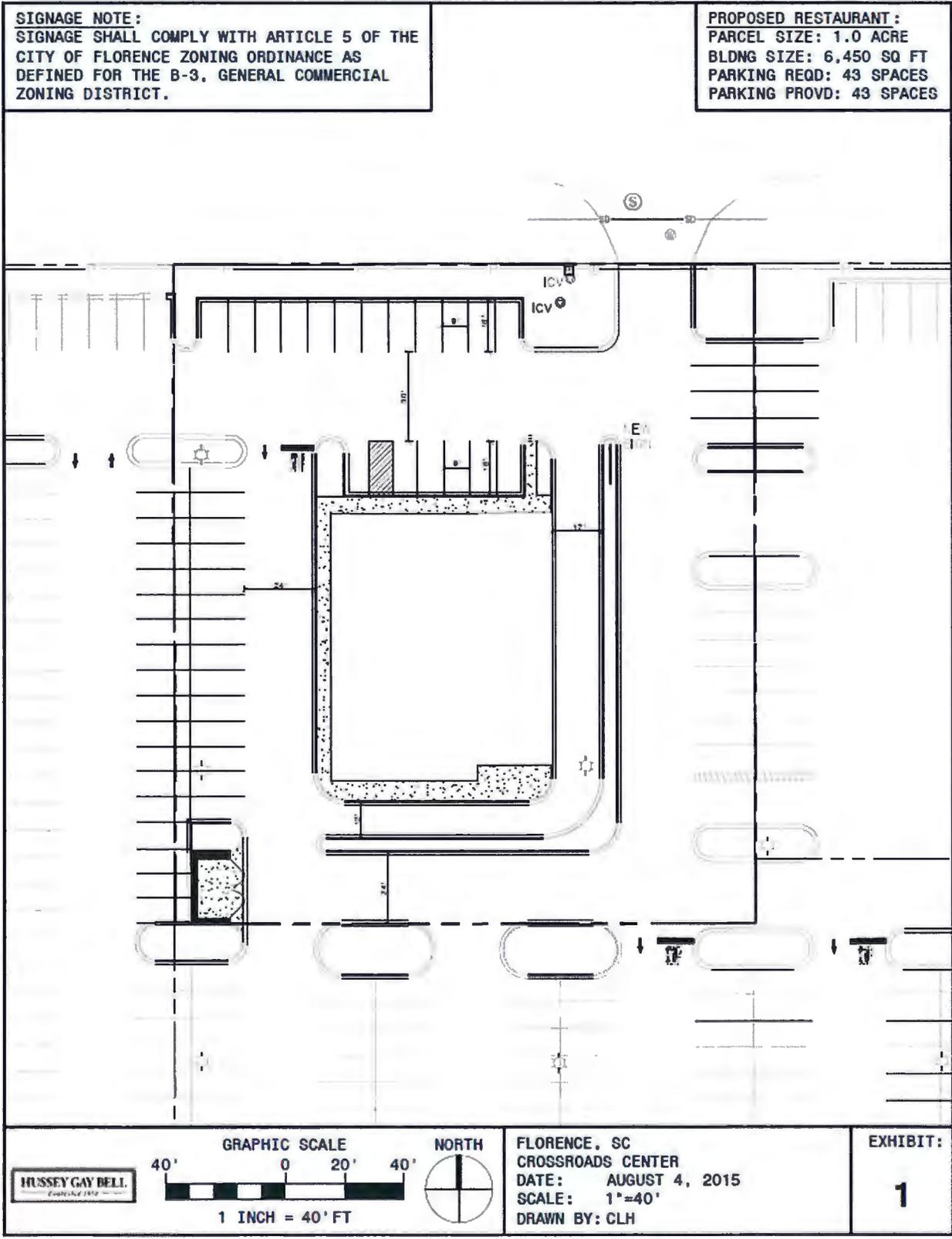
Property is vacant and developer proposed to put a shopping center on this property.

The Planning Commission approved of this request at their meeting, June 23, 1987.

Attachment 4
Proposed Outparcel



Attachment 5
Proposed Site Plan



ORDINANCE NO. 2015-_____

**AN ORDINANCE TO AMEND PLANNED DEVELOPMENT DISTRICT
ORDINANCE 1987-29**

WHEREAS, a Public Hearing was held in City Council Chambers on September 8, 2015 at 6:00 P.M. before the City of Florence Planning Commission and notice of said hearing was duly given;

WHEREAS, Faison Crossroads, LLC made application to amend Planned Development District Ordinance 1987-29 to update the development plan and allow for the creation of a one acre outparcel on which an eating establishment will be constructed per the attached development plan;

WHEREAS, the signage shall comply with the City of Florence Zoning Ordinance as defined under B-3 zoning;

WHEREAS, the request was made for further expansion of the Planned Development District;

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 1987-29 to update the development plan to allow the aforementioned creation of a one acre outparcel and the construction of an eating establishment on said outparcel per the attached development plan; furthermore, the signage shall comply with the City of Florence Zoning Ordinance as defined under B-3 zoning.
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

CITY OF FLORENCE COUNCIL MEETING

DATE: October 19, 2015
AGENDA ITEM: Ordinance – First Reading
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

Approval of an ordinance authorizing the execution of loan documents for the borrowing of \$700,000 from the South Carolina Community Loan Fund program to be used for interim construction financing for a catalytic neighborhood construction and redevelopment effort on Vista Street.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

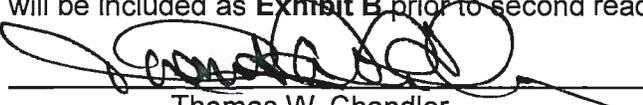
- A. The City has worked with citizens in three focus areas to complete neighborhood action plans since February 2012 as part of its neighborhood revitalization initiative. The focus areas are North Florence, Northwest Florence and East Florence which comprise some of the oldest and most challenged neighborhoods surrounding the City's downtown.
- B. In an effort to establish a revitalization plan that addresses issues such as vacant and abandoned properties, neglectful property maintenance and illegal activity, a Neighborhood Action Plan was completed by the City in January 2013.
- C. On December 8, 2014, City Council adopted a Neighborhood Revitalization Strategy, a plan for the many steps required to achieve comprehensive neighborhood revitalization. The Neighborhood Revitalization Strategy was the result of a thorough analysis and inventory of land use, market conditions, demographics, housing stock, and public infrastructure.
- D. The goal of the neighborhood revitalization initiative is to implement stabilization strategies through catalytic redevelopment and new construction projects that improve and enhance the North, Northwest and East Florence communities, thereby enhancing quality of life in the City of Florence.

III. POINTS TO CONSIDER

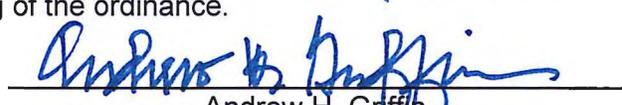
- A. The South Carolina Community Loan Fund program provides a mechanism whereby the City may enter a thirty-six month, \$700,000 loan agreement at an interest rate of 5.25% to provide construction financing for a comprehensive catalytic project located on Vista Street in North Florence.
- B. These funds will be used for contractor financing assistance, with emphasis on encouraging minority contractor participation, for construction of seven new single family houses for sale and two restored houses for rental.
- C. The loan will be repaid from sales proceeds and backstopped, if needed, with a portion of the \$3 million funding designated by City Council for neighborhood revitalization.

IV. ATTACHMENTS:

The ordinance authorizing such actions as shall be necessary for the issuance of the Loan Documents is attached. The Commitment Letter is included as **Exhibit A**, and the Promissory Note will be included as **Exhibit B** prior to second reading of the ordinance.



Thomas W. Chandler
Finance Director



Andrew H. Griffin
City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLORENCE AUTHORIZING ACCEPTANCE OF TERMS AND CONDITIONS OF A COMMITMENT LETTER AND A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$700,000 WITH THE SOUTH CAROLINA COMMUNITY LOAN FUND RELATING TO A LOAN IN CONNECTION WITH THE VISTA STREET REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS INCLUDING THE COMMITMENT LETTER AND THE PROMISSORY NOTE; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the areas of North Florence, Northwest Florence, and East Florence in the City of Florence, South Carolina comprise some of the oldest and most challenged neighborhoods surrounding the City's downtown; and

WHEREAS, since February 2012, the City has worked with citizens in these three focus areas to complete neighborhood action plans as part of the City's neighborhood revitalization initiative; and

WHEREAS, a Neighborhood Action Plan was completed by the City in January 2013 to address issues such as vacant and abandoned properties, neglectful property maintenance, and illegal activity; and

WHEREAS, on December 8, 2014, City Council adopted a Neighborhood Revitalization Strategy, a plan for the many steps required to achieve comprehensive neighborhood revitalization; and

WHEREAS, the goal of this revitalization initiative is to implement stabilization strategies through catalytic redevelopment and new construction projects that improve and enhance neighborhoods located within each of the focus areas, thereby enhancing quality of life in the City of Florence; and

WHEREAS, the South Carolina Community Loan Fund (SCCLF) provides access to affordable housing by financing the construction, rehabilitation, and redevelopment of homeownership and rental units for low to moderate-income families; and

WHEREAS, the City is eligible to receive SCCLF loan funds for a comprehensive catalytic project located on Vista Street in North Florence; and

WHEREAS, these funds will be used for contractor financing assistance, with emphasis on encouraging minority contractor participation, for construction of seven new single family houses for sale and two restored houses for rental.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Florence, South Carolina, as follows:

Section 1. The City Council (the "Council") of the City of Florence, South Carolina (the "City"), as loan recipient, hereby finds and determines that:

(a) the City is a body politic and corporate and a municipal corporation and, as such, possesses all powers granted to municipalities by the Constitution and general laws of this State;

(b) the City desires to enter into a Commitment Letter and Promissory Note (the "Loan Documents") in substantially the form attached hereto as Exhibits A and B; and

(c) the payments by the City under the Loan Documents will be subject to the terms and conditions described therein.

Section 2. The Council hereby ratifies, confirms and approves the terms of the Loan Documents as set forth in Exhibits A and B with such changes as shall be approved by the Mayor or City Manager, his execution thereof to be conclusive evidence of such approval. In addition, the Council further authorizes either of them, to take such action and to execute such additional documents and instruments as necessary for the issuance of the Loan Documents.

Section 3. The Loan Documents do not constitute an indebtedness of the City within state constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license). The full faith, credit and taxing powers of the City are not pledged to the payment of the principal of or interest on this loan.

Done in meeting duly assembled this ____ day of _____, 2015.

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela
Mayor

Attest:

Dianne M. Rowan
Municipal Clerk
Florence, South Carolina

First Reading: October____, 2015

Second Reading: November____, 2015



SOUTH CAROLINA COMMUNITY LOAN FUND

COMMITMENT LETTER

August 25, 2015

City of Florence
Attn: Drew Griffin, City Manager
324 W. Evans Street
Florence, SC 29501

Re: \$700,000 loan request for the Vista Street Redevelopment project

Dear Mr. Griffin,

I am pleased to inform you that South Carolina Community Loan Fund (SCCLF) has approved your loan request for \$700,000 for the Vista Street Redevelopment project, subject to the following terms and conditions:

| | |
|----------------------|--|
| Borrower(s): | City of Florence |
| Project: | Vista Street Redevelopment project |
| Closing Date: | This financing shall be closed on or before November 18, 2015 otherwise this commitment letter becomes null and void. |
| Amount: | \$700,000.00 |
| Loan Fees: | \$10,500.00 Loan Origination Fee (1.5% of the loan) |

Loan Purpose: Construct seven new single family houses for sale and two restored houses which will be rentals. Loans from the SC Community Loan Fund may be used in the form of interim construction financing in support of minority contractors consistent with the City's overall neighborhood revitalization strategy.

Loan Term: Thirty-six months (36)

Interest Rate: Loan shall bear interest at the annual fixed rate of five and one quarter percent (5.25%).

Payment Terms:

Monthly payments of interest only for thirty-six months with remaining interest and principal due at the end of term.

All payments will be made using Automated Clearing House (ACH electronic network for financial transactions). All billing Statements will be done by email.

Late Payment Fee:

In addition, for any payment under the Note which is not received within ten (10) days of when due, there shall be a late payment fee charged of 5% of the monthly payment.

Loan Extension Fee:

If the loan commitment is extended, SCCLF will charge a loan extension fee of two and one half percent (2.5%). This fee will be for the period from the original closing date in the commitment letter to the proposed new closing date.

If the loan closes before the new closing date there is no refund of this extension fee.

If the loan does not close by the new date SCCLF has the right to withdraw the commitment or renew the commitment for a specified period of time if SCCLF approves of the reason(s) for the delay.

The second or any subsequent extension of the closing date will have a loan extension fee of five percent (5%).

Draw Schedule:

The borrower must follow the following draw schedule:

1. 50% of the principal must be drawn down within the first half of the interest only payment period.
2. 100% of the principal must be drawn down within the interest only period.

3. If these funding targets are not met then SCCLF will charge an unused commitment fee based on the aggregate cost of its borrowed funds and amount not drawn down within the above schedule.

Prepayment:

Borrower may repay all or part of the loan without penalty.

Waiver of Appraisal Rights:

Borrower and Guarantor are hereby notified that a waiver of appraisal rights will be required in this transaction with respect to the Loan and all mortgages securing the Loan.

Publicity and Recognition:

The Recipient is encouraged to publicize the receipt of a SCCLF loan. Copies of all news releases and other informational material associated with the receipt of a SCCLF loan to the Recipient shall be provided to SCCLF by the Recipient.

SCCLF will be listed as a source of funds on construction-site signs. SCCLF reserves the right to post signage on a construction site citing its contribution.

Should SCCLF wish to issue a report concerning the Project, its results, the techniques involved, and the conclusions reached, the Recipient agrees to cooperate fully by making available to SCCLF for publication or other use such information as SCCLF may request.

Security:

The Loan will be secured by the following:

1. First position lien on nine (9) properties located on Vista Street, Florence, SC 29506 evidenced by mortgages
2. Title insurance on the properties
3. Promissory Note
4. SCCLF 20 Year Deed Restriction on the seven properties to be sold and 10 Year Deed Restrictions on the two rental properties

Conditions to Closing:

1. Recipient shall maintain a Comprehensive General Liability policy which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include SCCLF as

include an endorsement (broad form) for contractual liability and shall include SCCLF as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.

2. The Recipient shall maintain fire, hazard and casualty insurance covering the Property (including flood insurance if applicable) and commercial general liability insurance to cover its activities under this Agreement, which are issued by insurers approved by the SCCLF in such amounts and insuring such perils as shall have been approved by the SCCLF. Said insurance policies shall name the SCCLF as an additional insured, as its interest may appear.
3. SCCLF will be provided with an acceptable appraisal for the properties that values them at a minimum Loan to Value of 80%. The borrower may choose the appraiser who then must be approved by SCCLF.

Conditions:

1. The Borrower shall use the funds for the purposes described in this letter and shall provide to SCCLF evidence of such use in the form of receipts or other documentation to SCCLF's satisfaction in order to draw down funds.
2. The Borrower must pay all applicable business and personal taxes in a timely manner.
3. The Borrower must obtain and maintain all applicable licenses and construction permits necessary to operate the project and conduct business.
4. Release price for the sale of the homes will be 94% of gross sales price. The gross sales price will be approved by the Lender prior to the sale of the seven homes.
5. **Borrower shall submit to SCCLF (i) as soon as practicable after the end of each fiscal year and in any event within one hundred and fifty (150) days thereafter, complete financial statements; (ii) as soon as practicable and in any event within thirty (30) days after filing thereof, the annual tax return of borrower; and any additional documents, including the budget of borrower, reports of independent accountants and notices of an event material to the business of the borrower that are sent to the borrower.**

Default:

Borrower shall be in default if in breach of the documentation evidencing, securing or governing the loan; specifically including, but not limited to:

1. Material misrepresentations made by Borrower and/or Guarantors to SCCLF;
2. Failure to punctually pay this Loan and other loans when and as due;

4. Failure to rectify any financial defaults within a grace period of ten days;
5. Failure to comply with covenants.

Expenses:

Borrower agrees to pay all taxes and assessments and all recording fees, registration fees, insurance premiums, attorney fees and all other expenses for closing and servicing the loan.

Upon SCCLF's learning of any adverse financial or credit status changes or indications of change concerning Borrower and/or Guarantors, this Commitment Letter becomes null and void at the sole discretion of CLF prior to the time of closing.

Borrower must sign this letter within 10 days hereof and return it to SCCLF; otherwise this commitment letter becomes null and void. If accepted, this letter becomes part of the closing documents and remains in effect for the life of the loan. Conditions of this loan may be amended by SCCLF at any time prior to the loan closing.

Sincerely,



Michelle Mapp
Chief Executive Officer

We (I) hereby agree and accept the terms and conditions set forth herein.

City of Florence

Date: Sept 4, 2015


Witness


By: Drew Griffin
Its: City Manager

CITY OF FLORENCE COUNCIL MEETING

DATE: October 12, 2015

AGENDA ITEM: Resolution adopting a Municipal State Highway Project Agreement for improvements to South Cashua Drive

DEPARTMENT/DIVISION: Planning, Research & Development

I. ISSUE UNDER CONSIDERATION

Municipal State Highway Project Agreement for South Cashua Drive improvements.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

No previous action has been taken.

III. POINTS TO CONSIDER

- (1) Improvements to South Cashua Drive are part of the Florence Area Transit Study (FLATS) efforts to lessen traffic congestion on South Cashua Drive created by development in that area.
- (2) South Cashua Drive will be widened from Second Loop Road to South Knollwood Road, approximately 2.7 miles.
 - a. From Second Loop Road to Celebration Boulevard will be a five lane highway including two travel lanes in each direction and a center turn lane.
 - b. From Celebration Boulevard to South Knollwood Road will be a three lane road with one travel lane in each direction and a center turn lane.
 - c. Existing signal lights will be maintained, and new ones will be added at McCown Drive and Jefferson Drive.
 - d. Sidewalks are proposed along both sides of the roadway throughout the entire length of the project.
- (3) As part of the improvement effort certain utility lines and other infrastructure must be relocated.
- (4) The City, to be in compliance with this agreement, will be required to relocate water and sewer lines at a cost in excess of \$1,750,000.
- (5) To the degree necessary, under this agreement, the City would assist the SCDOT in coordinating other utilities to move their lines.

IV. OPTIONS

City Council may:

- (1) Approve the resolution as presented.
- (2) Defer the request should additional information be needed.
- (3) Suggest other alternatives.
- (4) Deny the request.

V. NOTES

VI. ATTACHMENTS

(1) Resolution

Phillip M. Lookadoo
Planning, Research, & Development Director



Andrew H. Griffin
City Manager

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this 9th day of October, 2015, and the original of this Resolution will be filed with the South Carolina Department of Transportation at Columbia.

Dated: _____, South Carolina
Municipality

ATTEST: By: _____
Mayor

Clerk

FLORENCE CITY COUNCIL MEETING

DATE: October 13, 2015

AGENDA ITEM: Resolution

DEPARTMENT/DIVISION: City Council/Councilman Ed Robinson

ISSUE UNDER CONSIDERATION:

A Resolution to recognize and honor The Sensational Brown Brothers.

CURRENT STATUS/PREVIOUS ACTION:

1. The Sensational Brown Brothers was formed in Florence County in 1960.
2. They will celebrate 55 years of singing together this November.
3. The City of Florence is very proud of their accomplishments and would like to recognize them for their achievements.

(STATE OF SOUTH CAROLINA)
()
(COUNTY OF FLORENCE)

**RESOLUTION OF RECOGNITION
THE SENSATIONAL BROWN BROTHERS**

WHEREAS, The Sensational Brown Brothers was formed in 1960 as a family group, raised on a farm in the Savannah Grove Community of Effingham, SC. At this time the older brothers, Arthur, Jr., Preston, Bobby (Deceased), Sam and Norris all lived in Washington, D.C. and together with the Myers Brothers had formed the Southland Singers; and

WHEREAS, While at home, the young men were encouraged by their parents, Mr. & Mrs. Arthur and Alice Brown, to sing; and

WHEREAS, As they grew in their faith, they attended Savannah Grove Baptist Church and sang in the choir; and

WHEREAS, The Sensational Brown Brothers have traveled throughout the United States, singing with major quartet groups and have recorded over 100 songs during their 54 years of singing; and

WHEREAS, The remaining brothers who are still singing are Norris, Billy, Donnie, Cleveland Williams (Cousin), Brandon Brown (Nephew), Sam Brown (Bus Driver), and Henry Brown (Retired); and

WHEREAS, The Sensational Brown Brothers were named South Carolina Gospel Music Legends at the 138th Session of the Baptist E&M Convention of South Carolina and will celebrate 55 years in November, 2015.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Florence, South Carolina, hereby recognizes and honors

THE SENSATIONAL BROWN BROTHERS

for their 55 years of outstanding achievements.

AND IT IS SO RESOLVED, this 19th day of October, 2015.

APPROVED AS TO FORM:

JAMES W. PETERSON, JR.
CITY ATTORNEY

STEPHEN J. WUKELA
MAYOR

ATTEST:

DIANNE M. ROWAN
MUNICIPAL CLERK

**IX. a.
Report
Accommodations Tax**

FLORENCE CITY COUNCIL MEETING

DATE: October 19, 2015
AGENDA ITEM: Accommodations Tax
DEPARTMENT/DIVISION: Finance

I. ISSUE UNDER CONSIDERATION

Appropriation of Accommodations Tax funds for FY 2015-16.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN

No previous action has been taken by City Council for FY 2015-16 Accommodations Tax funding requests.

III. POINTS TO CONSIDER

The recommendations of the Accommodations Tax Advisory Committee are attached.

IV. OPTIONS

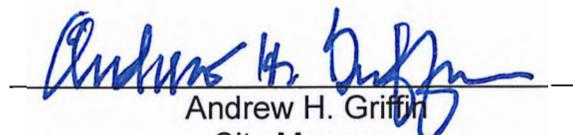
- a. Approve the recommendation of the Advisory Committee.
- b. Adjust appropriations.

V. ATTACHMENTS

A memo and related information from Accommodations Tax Advisory Committee is attached.



Thomas W. Chandler
Finance Director



Andrew H. Griffin
City Manager



City of Florence, SC Memorandum

To: Mayor Wukela and Members of City Council

From: City of Florence Accommodations Tax Advisory Committee

Subject: **Funding Recommendations for FY 2015-16**

Date: October 19, 2015

The Accommodations Tax Advisory Committee held meetings in August and September 2015 for the purpose of receiving and evaluating Accommodations Tax funding requests for fiscal year 2015-2016. Requests were received from twenty-six (26) organizations requesting "65% funds" and one (1) organization requesting "30% funding."

The Committee has studied these requests carefully, examining closely the critical needs expressed by the representatives of the requesting agencies, and evaluating the impact these agencies have on the tourism in the Florence community.

Preliminary projections indicate that approximately \$388,000 of the "65% funds" will be available for allocation to requesting agencies and an additional \$179,000 for tourism promotion in the "30% funds."

The Accommodations Tax Advisory Committee is again recommending to City Council that the 2015-2016 appropriations to the various arts organizations be routed through the Florence Regional Arts Alliance to enable that organization to receive additional grant funding through the South Carolina Arts Commission. The Florence Regional Arts Alliance will then disburse the Accommodations Tax funds directly to the funded arts organizations in the amounts appropriated by City Council. This arrangement enables the Arts Alliance to substantially increase its level of grant funding from the South Carolina Arts Commission for its Small Grants Program which benefits a large number of arts organizations in the Florence area. The organizations/events which will be funded in this manner include: **The Masterworks Choir, Florence Little Theatre, Florence Symphony Orchestra, Arts International Festival, Sankofa Festival, SC Dance Theatre, Play Me I'm Yours Event, Lucky Shamrock Festival,** and the **Chili, Brews and BBQ Event** in addition to the independent funding of the Florence Area Arts Alliance.

Attached you will find the Accommodations Tax Requests for FY 2015-2016 report listing all organizations requesting funds for this year; the amount of funding received by these organizations for FY 2014-15; the amount of funds requested by the organizations for FY 2015-16; and the recommendations of the Advisory Committee (**Attachment 1**). You will also find attached an Accommodations Tax Financial Report for fiscal year ending June 30, 2015 (**Attachment 2**). In addition, an Accommodations Tax Projection of Receipts for FY 2015-16 is included for your information (**Attachment 3**). Also enclosed is a copy of the public notice printed in the local newspaper providing information concerning application for Accommodations Tax Funding (**Attachment 4**).

**CITY OF FLORENCE, SC
ACCOMMODATIONS TAX REQUESTS, RECOMMENDATIONS AND APPROPRIATIONS REPORT
FISCAL YEAR 2015-16**

| ORGANIZATION | Appropriated 2014-15 | Requested 2015-16 | Committee Recommended ¹ | Appropriated 2015-16 |
|---|-------------------------|----------------------|---------------------------------------|-------------------------|
| A. 30% Funds for Tourism Promotion | | | | |
| 1. Florence Convention & Visitors Bureau | <u>\$189,000</u> | <u>\$189,000</u> | <u>\$179,000</u> ² | |
| B. 65% Funds | | | | |
| 1. Florence Regional Arts Alliance & Pee Dee Arts | \$9,500 | \$36,000 | \$8,900 | |
| 2. The Masterworks Choir, Inc. | \$4,300 | \$8,000 | \$3,700 | |
| 3. Florence Little Theatre | \$18,200 | \$25,000 | \$14,600 | |
| 4. Florence Symphony Orchestra | \$9,000 | \$15,000 | \$5,800 | |
| 5. Arts International Festival | \$17,400 | \$40,000 | \$15,100 | |
| 6. Sankofa Festival | \$4,500 | \$10,000 | \$4,500 | |
| 7. SC Dance Theatre | \$6,400 | \$10,000 | \$5,000 | |
| 8. Play Me I'm Yours Event | \$0 | \$5,000 | \$600 | |
| 9. Lucky Shamrock Festival | \$0 | \$10,000 | \$600 | |
| 10. Chili, Brews and BBQ Event | \$0 | \$2,000 | \$800 | |
| 11. Florence Museum | \$27,700 | \$35,000 | \$21,900 | |
| 12. Carolina Classic Basketball Tournament | \$7,000 | \$8,000 | \$5,700 | |
| 13. Freedom Florence & Florence Tennis Center | \$68,300 | \$70,000 | \$54,600 | |
| 14. Florence Convention & Visitors Bureau | \$117,000 | \$150,000 | \$89,900 | |
| 15. Florence Tennis Association | \$16,000 | \$16,000 | \$14,600 | |
| 16. South Carolina Pecan Festival | \$15,200 | \$35,000 | \$12,300 | |
| 17. Florence City-County Civic Center | \$73,800 | \$85,500 | \$71,600 | |
| 18. Florence International Basketball Tournament | \$12,800 | \$21,000 | \$11,400 | |
| 19. Car Haulers Parade | \$7,700 | \$10,000 | \$6,200 | |
| 20. Florence Area Sports Council | \$11,700 | \$20,000 | \$8,900 | |
| 21. Pee Dee Tourism Commission | \$19,000 | \$20,000 | \$14,300 | |
| 22. Martin Luther King March and Rally | \$0 | \$10,000 | \$3,400 | |

**CITY OF FLORENCE, SC
ACCOMMODATIONS TAX REQUESTS, RECOMMENDATIONS AND APPROPRIATIONS REPORT
FISCAL YEAR 2015-16**

| ORGANIZATION | Appropriated 2014-15 | Requested 2015-16 | Committee Recommended ¹ | Appropriated 2015-16 |
|---|-------------------------|-------------------------|---------------------------------------|-------------------------|
| 23. SC Senior Sports Classic | \$3,400 | \$5,000 | \$3,400 | |
| 24. Hwy 52 Frontage Road Beautification | \$4,500 | \$10,000 | \$2,900 | |
| 25. Eastern SC Heritage Region Project | \$6,600 | \$10,000 | \$4,100 | |
| 26. Fireball Run | <u>\$0</u> | <u>\$20,000</u> | <u>\$3,200</u> | |
| Total - 65% Funds | <u>\$460,000</u> | <u>\$686,500</u> | <u>\$388,000</u> | |

Note 1: There were no carryover funds from FY 2014-15. It is anticipated that the amount available for distribution to the requesting agencies of "65% funds" will be approximately \$388,000. The "30% funds" for tourism promotion is estimated to be approximately \$179,000.

Note 2: The "30% funds" appropriation to the Florence Convention & Visitors Bureau includes \$15,000 designated specifically to the Civic Center for tourism marketing and promotion expenses, and an additional \$9,000 for a Business Development Fund to help promote the Civic Center for educational, religious, and other conferences.

**City of Florence, SC
Accommodations Tax Financial Report
Fiscal Year Ending June 30, 2015**

| | |
|---|----------------------|
| Total Accommodations Funds Received | \$621,595.34 |
| Plus Carryover Funds from Prior Year | \$50,263.27 |
| Plus Interest Earned | \$86.14 |
| Less General Fund Standard Allocation | <u>-\$25,000.00</u> |
| Balance | \$646,944.75 |
| Less 5% Funds Paid to General Fund | -\$29,829.76 |
| Less 30% Funds Paid for Advertising/Promotion | -\$178,978.61 |
| Balance = 65% Funds Available for Tourism | \$438,136.38 |
| Less Appropriations Paid to Tourism Agencies | <u>-\$438,136.38</u> |
| TOTAL Year End Balance | \$0.00 |

**City of Florence, SC
Accommodations Tax
Projections for FY 2015-16**

| | |
|---|---------------------|
| Accommodations Tax Funds Projected | \$622,000.00 |
| Less \$25,000 to General Fund | -\$25,000.00 |
| Subtotal | \$597,000.00 |
| Less 5% of Balance to General Fund | -\$29,850.00 |
| Less 30% of balance to Advertising/Promotion | -\$179,100.00 |
| Balance for 65% Funds Distribution | \$388,050.00 |
| Plus Carryover from Prior Year | <u>\$0.00</u> |
| Total Available for Tourism Expenditures | \$388,050.00 |

**City of Florence, SC
PUBLIC NOTICE**

The City of Florence has 2015-2016 Accommodations Tax application packets available for distribution to agencies with a not-for-profit designation interested in applying for funding. Requests for application packets should be addressed to Finance Director, City of Florence, Finance Department, 3rd Floor, 324 West Evans Street, Florence, South Carolina 29501-3430, Telephone 665-3162. **Applications must be received by the Finance Director no later than Friday, July 24, 2015 to be eligible for funding consideration.**

Morning News Sunday, July 5, 2015

IX. b. Report WWI Monument

FLORENCE CITY COUNCIL MEETING

DATE: October 19, 2015
AGENDA ITEM: WWI Monument Relocation
DEPARTMENT / DIVISION: Public Works Department

I. ISSUE UNDER CONSIDERATION:

To give consideration to a recommendation from the Parks & Beautification Commission regarding the relocation of a WWI Monument.

II. PREVIOUS ACTION:

This is the initial consideration.

III. POINTS TO CONSIDER:

1. March 2015 – The Florence Veterans Park Committee, recognizing that there was a WWI Monument located at Fred Sexton American Legion Post 1, approached Post 1 about the possible relocation of the WWI Monument to the Florence Veterans Park.
2. March 2015 – The Fred Sexton American Legion Post 1 was amenable to the relocation of the WWI Monument to the Florence Veterans Park.
3. April 2015 – The Florence Veterans Park Committee approached Florence County Council requesting funds to assist with the cost of restoring and relocating the WWI Monument to the Florence Veterans Park. Florence County approved an allocation of \$8,000 for assistance in restoration and relocation efforts for the WWI Monument.
4. July and August 2015 – Two editorials appeared in the newspaper regarding the South Carolina Heritage Act and monuments/plaques located on public property.
5. August 2015 – City staff, having knowledge of the editorial, realized a potential conflict with the proposed relocation of the WWI Monument from the Fred Sexton American Legion Post 1 to the Florence Veterans Park.
6. October 2015 – The Florence Veterans Park Committee made a recommendation to the City of Florence Parks & Beautification Commission requesting that the WWI Monument be relocated to the Florence Veterans Park. The Commission approved the recommendation.

IV. CURRENT STATUS / PREVIOUS ACTION TAKEN:

1. On September 23, 2015 the Florence Veterans Park Committee held a public forum in City Council chambers to hear public comments from interested citizens regarding the proposed relocation of the WWI Monument.
2. At the public forum held on September 23, 2015 there were 14 individuals who made public comments. Generally speaking, most individuals spoke in favor of the monument being relocated to the Veterans Park without changes to the plaque. There was one individual who spoke against the relocation without the plaque being amended.
3. After this public forum, the Florence Veterans Park Committee met to discuss the comments received and determine a recommendation to be presented to the Parks & Beautification Commission.
4. At the monthly meeting of the Parks & Beautification Commission on October 1, 2015, the Veterans Park Committee made a recommendation to the Commission to relocate the WWI monument from the Fred Sexton American Legion Post 1 to the Florence Veterans Park with the original plaque and a second plaque/marker that provides a historical background and explanation of the original plaque in 1928.

V. OPTIONS:

1. To approve relocation of the monument as proposed by the Parks and Beautification Commission.
2. To approve relocation of the monument with a new plaque noting those served in alphabetical order.

VI. ATTACHMENTS:

1. Photo copy of the original plaque (restored) dated 1928.



Andrew H. Griffin
City Manager



Charles E. Pope
Public Works Director

DULCE ET DECORUM EST PRO PATRIA MORI
IN MEMORY OF THE SERVICE MEN
FROM FLORENCE COUNTY, SOUTH CAROLINA

WHO GAVE THEIR LIVES IN THE WORLD WAR
1914 — 1918

TO THE END THAT LIBERTY
SHOULD NOT PERISH FROM THE EARTH

WHITE — OFFICERS

WILLIAM B. OLIVER, Jr., 1st LT.
BUCHANAN B. SEYMOUR, 1st LT.

MADISON W. JONES, 2nd LT.
JOHN A. WILDER, 2nd LT.

ENLISTED MEN

SAMUEL K. ARD
ROBERT L. BOSTICK
LEROY S. BROWN
JERRY N. CAMERON
GEORGE W. COX
CLINTON Z. DENNIS
ROLAND A. DEWITT
CURTIS FINKLEA
LEROY GAINES
WILLIE GREENLEE
WILLIAM M. GRIMSLEY
KING HEWITT
GRADY H. HILL
SIDNEY F. JONES
JOSEPH D. JOYE
EDWIN B. LARGE
SAM J. LEE
BAXTER C. LEONARD
WILLIAM J. LOGAN

MACK MATTHEWS
EZEKIEL McALLISTER
BAYTON McCLAM
LOWELL H. McELVEEN
JOSEPH E. McCURRY
JAMES W. McCUTCHEN
CLEVELAND W. McKENZIE
AUBREY McLEOD
CHRISTOPHER J. NIXON
CLAUDIUS R. PETTY
RALEIGH G. PROSSER
CLYDE C. REVELL
JAMES A. SALEEBY
JAMES M. SHULER
OSCAR T. SIMS
BAXTER L. ULRICH
OTTO WATFORD
WILLIE M. WEATHERFORD
ERNEST M. WILLIAMS

COLORED — ENLISTED MEN

SAM ABRAHAM
KING E. BAILEY
JOHN BURGESS
CHARLIE COCKFIELD
FRED DOZIER
CLAYTON GREEN
ROBERT HAMILTON
LIVINGSTON E. HARRELL
GEORGE HUGES
JOHN JORDAN
SYLVESTER LAW
THOMAS McDONALD

WILLIE McFADDEN
JOHN McKOY
ARNEY OWENS
JULIUS PLANTER
CHARLIE SHALLS
JACK TOWNSEND
CLARENCE WILLIAMS
LOYD WILLIAMS
ROBERT WILLIAMS
BARNEY WILLIAMSON
WASH WILSON
MOBILE WRIGHT

BERKLEY ZIMMERMAN

ERECTED 1928
BY THE AMERICAN LEGION RIFLE PLATOON OF FLORENCE,
UNDER THE AUSPICES OF FRED H. SEXTON POST, No. 1 AMERICAN LEGION
AND THE AMERICAN LEGION AUXILIARY

**IX. c.
Appointments
Boards/Commissions**

FLORENCE CITY COUNCIL MEETING

DATE: October 12, 2015

AGENDA ITEM: Report To Council/Boards and 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 five Boards or Commissions that will have either a vacancy or expired term as of June 30, 2015.

III. ATTACHMENTS:

Spreadsheet of Council Nominations to Boards and Commissions
Letters from current board members indicating if they want to continue to serve
Applications received

SCHEDULE OF COUNCIL NOMINATIONS TO BOARDS AND COMMISSIONS - October 2015

| | District 1 | District 2 | District 3 | At-Large 1 | At-Large 2 | At-Large 3 | Mayor | |
|---|----------------|------------|------------|----------------|----------------|------------|--------|---|
| | Ervin | Robinson | Brand | Jebaily | Wms-Blake | Hill | Wukela | |
| Accommodations Tax Advisory Committee | X ^a | | | X ^b | | | | Vacancy ^a ; Vacancy ^b |
| City of Florence Planning Commission | | | | | | X | | Derrick Owens |
| City of Florence Zoning Board of Appeals | X | X | | | | | | Scott Kozacki; Kathryn Wilcox |
| City of Florence Design Review Board | | | | | X ^c | | | Vacancy ^c |
| Parks and Beautification Commission | X | | X | | | | | Vacancy; Vacancy |

^aVacancy - Hospitality/Lodging (Lyles C. Lyles - Resigned)
 (See attached highlighted sections of the SC Code of Laws for Committee Member requirements)

^bVacancy - Cultural (Marion McDowell-term expired 6/30/2015 - does not want to be reappointed)
 (See attached highlighted sections of the SC Code of Laws for Committee Member requirements)

^cVacancy - Qualified in financing of commercial and residential real property or in real estate

**South Carolina Code of Laws
Title 6 - Local Government**

CHAPTER 4.
ALLOCATION OF ACCOMMODATIONS TAX REVENUES

**Definitions and Regulations Pertaining to Advisory Committee Appointment
Section 6-4-5 and Section 6-4-25**

SECTION 6-4-5. Definitions.

As used in this chapter:

(1) "County area" means a county and municipalities within the geographical boundaries of the county.

(2) "Cultural", as it applies to members of advisory committees in Section 6-4-25, means persons actively involved and familiar with the cultural community of the area including, but not limited to, the arts, historical preservation, museums, and festivals.

(3) "Hospitality", as it applies to members of the committees in item (2), means persons directly involved in the service segment of the travel and tourism industry including, but not limited to, businesses that primarily serve visitors such as lodging facilities, restaurants, attractions, recreational amenities, transportation facilities and services, and travel information and promotion entities.

(4) "Travel" and "tourism" mean the action and activities of people taking trips outside their home communities for any purpose, except daily commuting to and from work.

HISTORY: 1991 Act No. 147, Section 1; 2001 Act No. 74, Section 2; 2002 Act No. 312, Section 2.

SECTION 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

Accommodations Tax Advisory Committee

| <u>Current Board Member</u> | <u>Status</u> | <u>Councilmember to make appointment</u> |
|-----------------------------|---|--|
| 1) Vacancy | Lyles C. Lyles - Resigned | Councilwoman Ervin |
| 2) Vacancy | Marion J. McDowell Term expired 6/30/2015 Does not want to be reappointed | Councilman Jebaily |

Notes:

- 1) Hospitality/Lodging Appointment
- 2) Cultural Appointment

Attachments:

Letters of interest from current board member
Applications received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

May 20, 2015

Mr. Marion J. McDowell
1120 N. Elmgrove Avenue
Florence, SC 29506

Dear Mr. McDowell:

Our records indicate that your term on the Accommodations Tax Advisory Committee will expire June 30, 2015. City Council will begin making appointments to the various boards and commissions at the July 2015 meeting. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment or if you wish to discontinue serving on this committee. Please sign and return this letter to our office in the enclosed envelope as soon as possible.

We appreciate your past service to the City of Florence.

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. Marion J. McDowell



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

| | | | |
|---|--|--|--|
| Board or Commission for which you are applying: <i>Accommodations Tax Advisory Committee</i> | | | |
| Your Name (Last, First, Middle) <i>JONES, ELIJAH T.</i> | | County <i>Florence</i> | Council District <i>1</i> |
| Residential Address <i>912 Kenley Hall</i> | | City <i>FLORENCE</i> | State <i>South Carolina</i> |
| Mailing Address <i>Same</i> | | City <i>Florence</i> | State <i>South Carolina</i> |
| Your Occupation - Title <i>Small Business Owner</i> | | Business Phone <i>843-673-0790</i> | Residence Phone <i>843-992-7664</i> |
| Employer Name <i>SonShine Mgmt. Systems, Inc.</i> | | E-Mail Address <i>elijah.jones@smsflo.com</i> | |
| Employer Address <i>1340 Celebration Blvd Unit C</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? *3 yrs.*
County Resident for 30 years

Why would you like to serve?
I believe I have a great perspective as a home owner and business owner in the City of Florence to help move our community forward to be an excellent place for generations to come to call home.

Do you presently serve on any Commissions/Boards of the City/ County/ State? If so, please list:
Have applied to County Commissions without appointment

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:
*Active on a public charter school board - Virtus Academy
Active in downtown events from time to time.*

What are your goals and objectives if appointed to the Commission/Board?
To keep our community a desirable area for current and future residents to call home and cultivate new business and housing opportunities for developing areas.

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

Signature *[Signature]*

Date *1 Dec 2014*

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

| FOR OFFICE USE ONLY | |
|---------------------|------------------|
| Received: | <i>12-1-2014</i> |
| Appointed to: | |
| Date: | |

City of Florence Planning Commission

Current Board Member

Status

**Councilmember to
make appointment**

Derrick Owens

Would like to be reappointed

Councilman Hill

Attachments:

Letters of interest from current board member
Applications received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

May 20, 2015

Mr. Derrick Owens
811 Indian Drive
Florence, SC 29501

Dear Mr. Owens:

Our records indicate that your term on the City of Florence Planning Commission will expire June 30, 2015. City Council will begin making appointments to the various boards and commissions at the July 2015 meeting. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment or if you wish to discontinue serving on this committee. Please sign and return this letter to our office in the enclosed envelope as soon as possible.

We appreciate your past service to the City of Florence.

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 of Florence Planning Commission.

I do not want to serve on the City of Florence Planning Commission.

Mr. Derrick Owens



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

| | | | |
|--|---|--|--------------------------|
| Board or Commission for which you are applying: <i>City Planning Commission</i> | | | |
| Your Name (Last, First, Middle) <i>SHARBER, GEARY D.</i> | County <i>FLORENCE</i> | Council District | |
| Residential Address <i>1105 SHERWOOD DR</i> | City <i>FLORENCE</i> | State <i>SC</i> South Carolina | Zip Code <i>29501</i> |
| Mailing Address <i>1105 SHERWOOD DR</i> | City <i>FLORENCE</i> | State <i>SC</i> South Carolina | Zip Code <i>29501</i> |
| Your Occupation - Title <i>MANAGER</i> | Business Phone <i>843.536.4004</i> | Residence Phone <i>843.496.5925</i> | |
| Employer Name <i>I.W. Building Supply</i> | E-Mail Address <i>gsharber@IWGROUP LLC</i> | | |
| Employer Address <i>121 LAWSON ST</i> | City <i>FLORENCE</i> | State <i>SC</i> South Carolina | Zip Code <i>29501</i> |

COM

General Qualifications

Are you a resident of the City? Yes No How Long? *15 years*

Why would you like to serve?
HELP FLORENCE SC BECOME A BETTER PLACE FOR ALL CITIZENS

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:
NEW SPRING CHURCH, THE PALMS COURSE AT OAKDALE

What are your goals and objectives if appointed to the Commission/Board?
MY GOAL IS FOR FLORENCE TO BE THE CLEANEST FRIENDLY CITY WE ALL KNOW IT CAN BE.

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

Geary D. Sharber
Signature

2.9.15
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>Feb. 11, 2015</i> |
| Appointed to: | |
| Date: | |



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

| | | | |
|---|---|---------------------------------------|--------------------------|
| Board or Commission for which you are applying: Florence City Planning Commission | | | |
| Your Name (Last, First, Middle) Willis, Glynn Furman | County Florence | Council District District 3 | |
| Residential Address 1709 Damon Drive | City Florence | State SC South Carolina | Zip Code 29505 |
| Mailing Address 1385 Alice Drive | City Florence | State SC South Carolina | Zip Code 29505 |
| Your Occupation- Title Real Estate Manager | Business Phone 662-4514 | Residence Phone 669-2968 | |
| Employer Name Adams Outdoor Advertising | E-Mail Address gwillis@adamsoutdoor.com | | |
| Employer Address 1385 Alice Drive | City Florence | State SC South Carolina | Zip Code 29505 |

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 again be a part of helping improve the quality of life for the citizens of the city.

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

SCDOT Agri-Tourism and Tourist Oversight Comm.

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

SC Scenic Highways Comm. (2 terms), Both the Flor. Co/Municipal Planning Commission and the Florence City Planning Comm. (14 yrs.)

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:

American Red Cross Board Member - 8 yrs.

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

Boy Scouts of America Board member, Florence Rotary Club, Pee Dee Centers Vol. Service Board, Queenies Helping Hands, Realtors Assoc. of the Pee Dee, UNCF Leadership Committee
What are your goals and objectives if appointed to the Commission/Board?

I would like to work with the Planning Dept and citizens as the city moves forward to implement new zoning ordinances.

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

Glynn F. Willis
Signature

FEB. 26, 2015
Date

RETURN COMPLETED FORM TO:

Office of the City Clerk
City of Florence, City Center
324 West Evans Street, Florence, SC
29501
Fax: 843-665-3110

FOR OFFICE USE ONLY

| | |
|---------------|----------------------|
| Received: | Feb. 26, 2015 |
| Appointed to: | |
| Date: | |



APPLICATION FOR BOARDS AND COMMISSIONS
 CITY OF FLORENCE
 SOUTH CAROLINA

| | | | |
|--|--|---|--|
| Board or Commission for which you are applying: City of Florence Planning Commission | | | |
| Your Name (Last, First, Middle) Brown, JR L. Winfield | | County Florence | Council District 2 |
| Residential Address 410 Poplar St | | City Florence | State South Carolina |
| Mailing Address 410 Poplar St. | | City Florence | Zip Code 29501 |
| Your Occupation - Title Psychology Instructor | | Business Phone 843 661 8069 | Residence Phone 843 661 6182 |
| Employer Name Florence Darlington Tech. College | | E-Mail Address wbrown12@sc.rr.com | |
| Employer Address PO Box 100548 | | City Florence | Zip Code 29502 |

General Qualifications

Are you a resident of the City? Yes No How Long? **35 yrs.; born in Florence**

Why would you like to serve?
Planning is the only way a city can grow in a reasonable fashion. I would like to be a part of the process

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:
Yes. Sec'y/Treasurer of Timrod Park Neighborhood Assoc.; Participant in Keep Florence Beautiful; Volunteer + support Florence Area Humane Society

What are your goals and objectives if appointed to the Commission/Board?
My goal is to make suggestions that fit within the overall context of thoughtful growth for the City of Florence

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

Signature **WJ Brown**

Date **3/15/15**

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: | 3-16-2015 |
| Appointed to: | |
| Date: | |



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>JONES, ELISAH T.</i> | County <i>Florence</i> | Council District <i>1</i> | |
| Residential Address <i>912 Kenley Hall</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>Small Business Owner</i> | Business Phone <i>843-673-0790</i> | Residence Phone <i>843-992-7664</i> | |
| Employer Name <i>SonShine Mgmt. Systems, Inc.</i> | E-Mail Address <i>elijah.jones@smsflo.com</i> | | |
| Employer Address <i>1340 Celebration Blvd Unit C</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? *~ 3 yrs.*
County Resident for 30 years

Why would you like to serve?
I believe I have a great perspective as a home owner and business owner in the City of Florence to help move our community forward to be an excellent place for generations to come to call home.

Do you presently serve on any Commissions/Boards of the City/ County/ State? If so, please list:
Have applied to County Commissions without appointment

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:
*Active on a public charter school board - Virtus Academy
Active in downtown events from time to time.*

What are your goals and objectives if appointed to the Commission/Board?
To keep our community a desirable area for current and future residents to call home and cultivate new business and housing opportunities for developing areas.

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

Signature *[Signature]*

Date *1 Dec 2014*

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

| FOR OFFICE USE ONLY | |
|---------------------|------------------|
| Received: | <i>12-1-2014</i> |
| Appointed to: | |
| Date: | |

City of Florence Board of Zoning Appeals

| <u>Current Board Member</u> | <u>Status</u> | <u>Councilmember to make appointment</u> |
|------------------------------------|------------------------------|---|
| Scott Kozacki | Did not return letter | Councilwoman Ervin |
| Kathryn Wilcox | Would like to be reappointed | Councilman Robinson |

Attachments:

Letters of interest from current board member
Applications received



CITY ADMINISTRATION

TEL: (843) 665-3113

FAX: (843) 665-3110

May 20, 2015

Mrs. Kathryn Wilcox
802 Cherokee Road
Florence, SC 29501

Dear Mrs. Wilcox:

Our records indicate that your term on the City of Florence Board of Zoning Appeals will expire June 30, 2015. City Council will begin making appointments to the various boards and commissions at the July 2015 meeting. Please indicate by marking the appropriate blank below if you are interested in being considered for reappointment or if you wish to discontinue serving on this committee. Please sign and return this letter to our office in the enclosed envelope as soon as possible.

We appreciate your past service to the City of Florence.

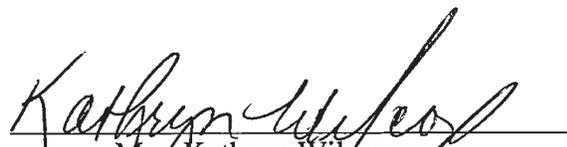
If you have any questions, please feel free to contact me.

Sincerely,


Drew Griffin
City Manager

I would like to continue to serve on the City of Florence Board of Zoning Appeals.

I do not want to serve on the City of Florence Board of Zoning Appeals.


Mrs. Kathryn Wilcox



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

| | | | |
|--|--|--|--------------------------|
| Board or Commission for which you are applying: <i>City of Florence Zoning Board of Appeals</i> | | | |
| Your Name (Last, First, Middle) <i>JONES, ELIJAH T.</i> | County <i>Florence</i> | Council District <i>1</i> | |
| Residential Address <i>912 Kenley Hall</i> | City <i>FLORENCE</i> | State <i>South Carolina</i> | Zip Code <i>29501</i> |
| Mailing Address <i>Same</i> | City <i>Same</i> | State <i>South Carolina</i> | Zip Code <i>Same</i> |
| Your Occupation - Title <i>Small Business Owner</i> | Business Phone <i>843-673-0790</i> | Residence Phone <i>843-992-7664</i> | |
| Employer Name <i>SonShine Mgmt. Systems, Inc.</i> | E-Mail Address <i>elijah.jones@smsflo.com</i> | | |
| Employer Address <i>1340 Celebration Blvd Unit C</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? *23 yrs. County Resident for 30 years*

Why would you like to serve?
I believe I have a great perspective as a home owner and business owner in the City of Florence to help move our community forward to be an excellent place for generations to come to call home.

Do you presently serve on any Commissions/Boards of the City/ County/ State? If so, please list:
Have applied to County Commissions without appointment

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:
*Active on a public charter school board - Victus Academy
Active in downtown events from time to time.*

What are your goals and objectives if appointed to the Commission/Board?
To keep our community a desirable area for current and future residents to call home and cultivate new business and housing opportunities for developing areas.

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

Signature *[Signature]*

Date *1 Dec 2014*

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

FOR OFFICE USE ONLY

| | |
|---------------|------------------|
| Received: | <i>12-1-2014</i> |
| Appointed to: | |
| Date: | |



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

| | | | |
|--|--|---|--|
| Board or Commission for which you are applying: City of Florence Zoning Board of Appeals | | | |
| Your Name (Last, First, Middle) Brown, Jr. L. Winfield | | County Florence | Council District 2 |
| Residential Address 410 Poplar St | | City Florence | State South Carolina |
| | | | Zip Code 29501 |
| Mailing Address 410 Poplar St | | City Florence | State South Carolina |
| | | | Zip Code 29501 |
| Your Occupation - Title Psychology Instructor | | Business Phone 843 661 8069 | Residence Phone 843 661 6182 |
| Employer Name Florence Darlington Tech. College | | E-Mail Address WBrown12@SC-RR.com | |
| Employer Address PO Box 100548 | | City Florence | State South Carolina |
| | | | Zip Code 29502 |

General Qualifications

Are you a resident of the City? Yes No How Long? **35 years**

Why would you like to serve?

Want to be part of the process. Zoning is an important part of how a city grows and there needs to be reasonableness applied in any proposed "exception"

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:

Yes. Member/Secy. treasurer of Timrod Park Neighborhood Assoc.; participate in Keep Florence Beautiful; Volunteer with Florence Area Humane Society

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

Help ensure that "special exception" is really that and that interpretation of ordinances are consistent

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

Signature

WBrown

Date

3/15/15

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: | 3-16-2015 |
| Appointed to: | |
| Date: | |

City of Florence Design Review Board

Current Board Member

Status

Councilmember to make appointment

1) Vacancy

Mr. Billy Poston is not eligible
for reappointment

Councilman Williams-Blake

Notes:

1) Appointment requires: Someone qualified in financing of commercial and residential
real property or in real estate

Attachments:

Letters of interest from current board member
Applications received



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

| | | | |
|--|--|---------------------------------------|--|
| Board or Commission for which you are applying: City of Florence Design Review Board | | | |
| Your Name (Last, First, Middle) Carsten Jamie | | County Florence | Council District |
| Residential Address 1123 Rock Creek Rd | | City Florence | State SC South Carolina |
| Mailing Address Same | | City | Zip Code 29505 |
| Your Occupation - Title VP- Commercial Banker | | Business Phone 843-413-1060 | Residence Phone 843-992-6096 |
| Employer Name South State Bank | | E-Mail Address | |
| Employer Address 1600 W. Palmetto St | | City Florence | State South Carolina Zip Code 29505 |

General Qualifications

Are you a resident of the City? Yes No How Long? 12 years

Why would you like to serve?

I have lived in Florence since 1987. Love my town and want to see it be the best it can be.

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:

yes. YMCA Board member Past President

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

Florence Chamber Board
Pec Dee Kinetics Past President

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

Florence has a lot of positive momentum and has improved in the past couple of years. I just want to help keep Florence moving in a positive direction.

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

Signature Jamie Carsten

Date 9.23.15

RETURN COMPLETED FORM TO:
 Office of the Municipal Clerk
 City of Florence, City Center
 324 West Evans Street
 Florence, SC 29501
 Phone: 843-665-3177 Fax: 843-665-3110

| | |
|----------------------------|------------------|
| FOR OFFICE USE ONLY | |
| Received: | <u>9-23-2015</u> |
| Appointed to: | |
| Date: | |



APPLICATION FOR BOARDS AND COMMISSIONS
CITY OF FLORENCE
SOUTH CAROLINA

| | | | |
|---|--|---|------------------------------------|
| Board or Commission for which you are applying: Design Review Board | | | |
| Your Name (Last, First, Middle) Powers Steve C | | County Florence | Council District 3 |
| Residential Address 2025 RALSTON COURT | | City Florence | State South Carolina |
| Mailing Address Same | | City Florence | State South Carolina |
| Your Occupation - Title Commercial Printing, Pres | | Business Phone 662-5207 | Residence Phone 662-6987 |
| Employer Name S/W PRINTING COMPANY | | E-Mail Address SPowers208@AOL.com | |
| Employer Address 128 S. IRBY ST. | | City Florence | State South Carolina |
| | | | Zip Code 29501 |

General Qualifications

Are you a resident of the City? Yes No How Long? **27yrs**

Why would you like to serve?
BUSINESS IS LOCATED DOWNTOWN AND OWN 5 PROPERTIES DOWNTOWN

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:
CITY COUNCIL 2008-2012 Design Review Board from beginning to 2008

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:
QUEENIES HELPING HANDS

What are your goals and objectives if appointed to the Commission/Board?
to ensure our DOWNTOWN CONTINUES to grow in the right direction.

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

Signature **Steve Powers**

Date **4/22/2015**

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: | 4-23-2015 |
| Appointed to: | |
| Date: | |

Parks & Beautification Commission

| <u>Current Board Member</u> | <u>Status</u> | <u>Councilmember to make appointment</u> |
|-----------------------------|--------------------------|--|
| Vacancy | Mr. Gabriel resigned | Councilwoman Ervin |
| Vacancy | Mrs. Helen Sims resigned | Councilman Brand |

Attachments:

Letters of interest from current board member
Applications received.