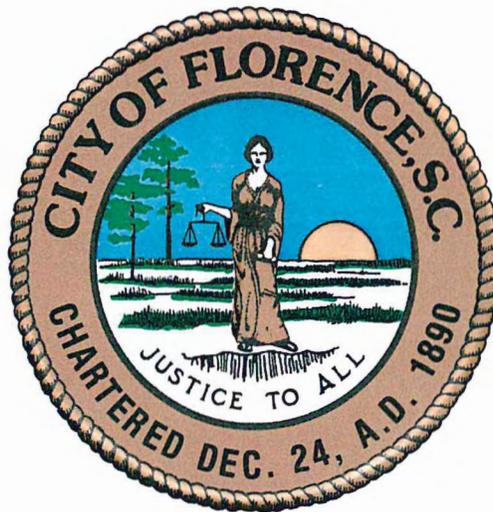


REGULAR MEETING  
OF  
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS  
324 W. EVANS STREET  
FLORENCE, SOUTH CAROLINA

MONDAY  
NOVEMBER 9, 2015  
1:00 P.M.

**REGULAR MEETING OF FLORENCE CITY COUNCIL**

**MONDAY, NOVEMBER 9, 2015 – 1:00 P.M.**

**CITY CENTER – COUNCIL CHAMBERS**

**324 W. EVANS STREET**

**FLORENCE, SOUTH CAROLINA**

**AGENDA**

**I. CALL TO ORDER**

**II. INVOCATION**

**III. APPROVAL OF MINUTES**

*October 1, 2015 – Special Meeting*

*October 19, 2015 – Regular Meeting*

**IV. HONORS AND RECOGNITIONS**

**SERVICE RECOGNITIONS**

*Gerald Cameron – 30 years – Police*

*Arnold Burch – 20 years – Public Works/Utilities*

*Dianne Rowan – 20 years – City Administration*

*Robbie Holland – 20 years – Fire*

*Otis Gowdy – 15 years – Police*

*Jennifer Lee – 15 years – Public Works/Beautification and Facilities*

*Phillip Lookadoo – 10 years – Planning, Research and Development*

**EDUCATION RECOGNITIONS**

*Justin W. Galloway – Water Treatment Class D Certification*

*Steven V. Rasmussen – Water Treatment Class D Certification*

**V. ORDINANCES IN POSITION**

- a. **Bill No. 2015-32 – Second 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.*  
**(City Staff and the Committee is requesting this item be deferred)**
- b. **Bill No. 2015-33 – Second 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 – Second 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 – Second Reading**  
*An Ordinance to amend Planned Development District Ordinance 1987-29.*
- e. **Bill No. 2015-36 – Second 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.*

**VI. INTRODUCTION OF ORDINANCES**

- a. **Bill No. 2015-37 – First Reading**  
*An Ordinance to zone R-1, pending annexation, property located at 2305 W. Foxtail Lane, said property being specifically designated in the Florence County Tax Records as Tax Parcel 90008-03-011*

**VII. INTRODUCTION OF RESOLUTIONS**

- a. **Resolution No. 2015-24**  
*A resolution for the City of Florence recognizing Billy Cecil Jeffords and Jackie Leverne Jeffords for their contributions to the Florence Community as lifetime residents, business owners and beach music artists.*
- b. **Resolution No. 2015-25**  
*A Resolution to proclaim December 4, 2015 as Arbor Day.*

**VIII. REPORT TO COUNCIL**

**a. Appointment to Boards and Commissions**

**IX. ADJOURN**

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
OCTOBER 1, 2015 – 3:00 P.M.  
CITY CENTER – LIVE OAK CONFERENCE ROOM  
324 WEST EVANS STREET  
FLORENCE, SOUTH CAROLINA**

**MEMBERS PRESENT:** Mayor Stephen J. Wukela called the special meeting to order at 3:00 p.m. with the following members present: Mayor Pro tem Buddy Brand; Councilwoman Octavia Williams-Blake; Councilwoman Teresa Ervin; and Councilman George Jebaily.

**MEMBER ABSENT:** Councilman Robby Hill and Councilman Ed Robinson

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

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

Mr. Josh Lloyd of the Morning News was present for the meeting.

**INVOCATION**

Councilwoman Ervin provided an invocation. The Pledge of Allegiance to the American Flag followed the invocation.

**MEETING TOPICS:**

1. Palmetto Petro, LLC Property Proceeds
2. Food Overlay District
3. World War I Monument

**PALMETTO PETRO, LLC PROPERTY PROCEEDS**

**Allocation of Proceeds from Palmetto Petro Property Sale**

- ▶ Status/History
- ▶ Distribution of Proceeds
- ▶ PDRTA Transfer Hub Discussion
- ▶ Art Trail Gallery Cost Detail
- ▶ Innovation Center

**SPECIAL MEETING OF FLORENCE CITY COUNCIL  
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**History/Status**

1. As part of the “Project Morgan” incentive package, City Council agreed on January 12, 2015 to purchase the “Bo Smith Building” from FDDC for \$285,000  
(Note: The “Bo Smith Building” currently houses the Art Trail Gallery)
2. The City purchased the 142 North Dargan Street Building on August 12, 2015 for \$330,000
3. The City sold property to Palmetto Petro, LLC on September 2, 2015 for \$757,000\*
4. Funding redevelopment costs related to housing the Art Trail Gallery at the 142 N. Dargan Street Building from a portion of Palmetto Petro sales proceeds is a consideration for City Council  
\*This amount represents total net proceeds of \$777,000 less \$20,000 which was specifically earmarked in the property closing statement as a contribution to PDRTA. These funds are to be used by PDRTA for transfer station site improvements

Mr. Drew Griffin, City Manager reported to Council that as part of Project Morgan, City Council agreed to provide to Project Morgan a property to redevelop and agreed to purchase the “Bo Smith Building” from the Downtown Development Corporation. The corporation had originally purchased that property with the proceeds from the sale of the Waters Building. The “Bo Smith Building” currently houses the Art Trail Gallery. The Art Trail Gallery has done really well as a catalyst for economic development, first on South Dargan Street and then at their present location. In this regard, staff thought it would be reasonable to provide them a permanent home for the establishment of the Art Trail Gallery and thought the purchase of the building at 142 North Dargan Street would be a great facility for them. Staff has taken steps to acquire that property.

With Council’s input and direction, it seemed reasonable that the city sell property that was gifted to the City by the Bruce and Lee Foundation to Palmetto Petro, LLC. \$777,000 (less \$20,000 that goes directly to the clean up of the site and other closing costs associated with the sale) was realized from the sale of that property. The general thought was to turn these funds back into a redevelopment effort as they were originally directed at downtown redevelopment. The discussion at today’s meeting is principally the Art Trail Gallery and other considerations related to that sale.

This chart indicates how the proceeds could be distributed:

**Distribution of Proceeds**

<u>Source</u>	<u>Amount</u>
Sale of Property to Palmetto Petro, LLC	\$ 757,000 <sup>1</sup>
Uses (in ranges):	
Landscaping related to property sale	\$ 5,000
PDRTA Transfer Station Match Funds	\$ 50,000 - \$ 70,000 <sup>2</sup>
Innovation Center Operations Funding	\$ 100,000 - \$ 150,000
Art Trail Gallery Funding Availability	\$ 602,000 - \$ 532,000

<sup>1</sup>This amount represents total net proceeds of \$777,000 less \$20,000 which was specifically earmarked in the property closing statement as a contribution to PDRTA. These funds are to be used by PDRTA for transfer station site improvements.

<sup>2</sup>This amount is in addition to the \$20,000 (for immediate repairs) noted above.

**PDRTA Transfer Hub**

- ▶ Develop a transfer hub within the downtown
- ▶ Requires a long-term lease
- ▶ Recommendation is to provide \$50-\$75,000
- ▶ Funds to be used as matching funds for PDRTA
- ▶ Direct staff to work with PDRTA to redevelop site at approved level of funding

Mr. Drew Griffin stated that the concept of the PDRTA was to take the back portion of the old Palmetto Petro property and develop a true transportation hub or transfer station. Staff feels a very nice and suitable hub can be placed on that property for \$50-\$75,000 and is recommending that amount be allocated. \$20,000 will be available for the initial clean up of the site.

These funds would be matched by PDRTA and in doing so; PDRTA is able to leverage \$3 for every \$1. This is the advantage of treating these as matching funds with PDRTA. Staff is requesting for Council to allocate up to \$70,000 in funding and to direct staff to meet with Mr. Chuck McNeil, Director of PDRTA, to develop a plan as expeditiously as possible and bring a plan back to Council. There is one limitation; in order to match federal funds it may require a long term lease of up to 50 years. However, this may be negotiated for a lesser amount of time and there may also be a clause that if the City wants to break the lease, the City may have to reimburse at a future time.

Councilman Jebailly made a motion to authorize the City Manager and Staff to move forward with the project up to \$70,000 as requested. Councilwoman Ervin seconded the motion, which carried unanimously.

**Art Trail Gallery Rehab Costs**

The scope of the project is to provide a permanent location for the Art Trail Gallery. The Gallery would be finished to a commercial medium grade level with public restrooms and a catering room. The elements of the rehab are listed below:

Mobilization, requirements, overhead and demolition	\$ 118,000
Interior up-fit	157,000
Plumbing	31,000
HVAC	49,000
Electrical	44,400
Fire Protection Systems	38,000
Front Façade Restoration	27,000
Roof Repair/Replacement	<u>31,000</u>
<b>TOTAL</b>	<b>\$ 495,400</b>

Second Floor Renovations \$ 75,000

- Notes:
1. South wall repair or window replacement is not included in the above estimate.
  2. Estimate does include an interior staircase to the second floor per fire code.
  3. Environmental abatement is not included in estimate (may not be needed).

Mr. Griffin reported that staff met with a local construction company who is currently working in the downtown area and asked them to go into the building to give a budget number for the rehab of only

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the first floor for a commercial medium grade level on the activities listed. The estimated total is \$495,400.

Mr. Griffin added that to renovate the first floor an additional \$75,000 probably will be needed. This does not include fixing the windows or reopening the windows on the south facing wall, nor does it include an interior stair case to the second floor. The issue will be to decide to what level and how many floors to renovate.

Councilman Jebaily made a motion to authorize \$600,000 for renovations of the Art Trail Galley and to let the City Manager work with staff and the FDDC to see what can be done to maximize and stretch those dollars. Also, the concept would be that the City will own the building. Councilwoman Ervin seconded the motion, which carried unanimously.

**Innovation Center**

- ▶ Prior to sale of Palmetto Petro property, the City provided the property lease payment proceeds, in the amount of \$42,000 per year, in support of the Innovation Center.
- ▶ The Innovation Center currently operates under an agreement between the FDDC and FMU.
- ▶ It is our understanding that the Innovation Center is still in need of funding support from the City.
- ▶ Further, that need has been expressed to be in the range of \$100-\$150,000 which should provide support over the next 3-4 years.
- ▶ The 3-4 years should provide the opportunity for the Innovation Center to become self-sustaining.

Mr. Griffin stated that prior to the sale of the Palmetto Petro property, the City provided property lease payment proceeds to the Downtown Development Corporation in the amount of \$42,000 per year in support of the Innovation Center. It was given to the DDC because they actually operate the Innovation Center. The Innovation Center currently operates under an agreement with the FDDC and FMU. The Innovation Center is still in need of funding support from the City. The need has been expressed to be in the range of \$100-\$150,000 which should provide support for the next 3-4 years. This should provide the opportunity for the Innovation Center to become self-sustaining at the end of the 3-4 years.

Mayor Wukela stated he feels Council should defer any action on this until the bids on the other two projects are known; the Art Trail Gallery and PDRTA. These two projects are time sensitive with The Art Trail Gallery project being more time sensitive than PDRTA.

**The Food Overlay District**

**Permitted Uses**

- Farmers Market
- Open Air Market
- Food Hub
- Kitchen Co-Ops
- Residential Mixed-Uses
- Light food and beverage manufacturing (i.e. sauce manufacturing, micro-brewery, coffee roasting, etc...)
- Artisan bakeries
- Restaurants
- Seed/Gardening Centers
- Existing uses permitted within zoning districts

**Benefits**

- Helps in mitigating the food desert within Florence
- Access to fresh, locally grown produce to neighborhoods (Farm to table concept)
- Job creation
- Allows destination uses complimentary to downtown
- Provides connection to downtown from nearby neighborhoods
- Opens up the market for small and medium-scale food producers
- Redevelopment of historic industrial areas
- Promotes environment for locally sourced food options in restaurants

Mr. Griffin stated this report is for Council’s information. City staff has spoken to a number of community folks to consider the concept of a Food Overlay District. Not unlike some of the other overlay districts that the City has, this is a development district where you create development codes and land use codes that speak to specific uses that are not directly related or allowed in the city, yet in downtown, work well with downtown and neighborhood redevelopment. The idea is to create a Farmer’s Market that would be open 5-6 days a week instead of the one day that the City currently has. North, Northwest and East Florence are known as a food desert. There are opportunities through USDA and other federal sources to do food markets that allow neighborhoods that don’t have food or healthy choices available to create those healthy choices. This is a very important part of neighborhood redevelopment as well as the downtown redevelopment. Uses include light manufacturing, kitchen co-ops, residential mixed uses, light food, beverages, micro-brewery, coffee roasting, bakeries, restaurants, garden center, food hub and open air market.

There are a number of local farmers that do not have a reasonable chance to market or separate their foods for wholesale or retail uses. The development of a food overlay district would be a way for small and medium scale food producers to have these opportunities. Another idea is to get small farmers to bring in their fresh foods to give downtown restaurants the opportunity to shop for local fresh vegetables. Our local farmers are now selling some of their product to restaurants in Charleston. Mr. Griffin has spoken to some of the restaurants in downtown and they are very interested in the concept of a local source; a farm to table type concept.

Depending on how well this grows or how big it gets, you could have a commercial kitchen that could be leased for a relatively short period of time that would enable someone to produce a product that could be made available to the commercial market. There are a lot of opportunities available.

The Food Overlay District would run along the railroad corridor where there are a lot of warehouses and open buildings that could be converted to accommodate smaller applications. The District doesn’t have to be all food related; it could offer woodworking, arts and crafts, light manufacturing, ironworking. In some ways this could become the interconnecting piece between our neighborhoods and downtown. This is one of the City’s principal catalytic areas. The concept is to develop pedestrian corridor connections to the neighborhoods on Coit and North Baroody Streets. It all

works well relative to HopeHelath, the County Complex, Francis Marion, the City Center, and the new Stokes Regional Eye Care Center. All of this would be within walking distance and would start to tie the traditional neighborhoods into downtown.

Staff will provide more information to Council as this concept is developed.

### **World War I Monument**

- ▶ At a meeting of the Parks Commission on October 1, 2015, the following recommendation to City Council was approved by a 9 to 3 vote with one abstention:

To relocate the World War I monument from the Fred Sexton American Legion Post I 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.

As information, Mr. Griffin reported that the Parks Commission met on October 1, 2015 and made the recommendation, by a 9-3 vote, to relocate the World War I monument from the Fred H. Sexton American Legion Post I to the Florence Veterans Park. Further, the Parks Commission is recommending that the wording on the original plaque that is currently mounted on the monument not be changed but to add an additional plaque/marker that provides an historical explanation of the original plaque that was mounted in 1928.

This issue will be presented to Council at the regular City Council meeting of October 19, 2015 for consideration.

The monument is currently owned by the American Legion Post I and is located on private property. The American Legion would like to donate the monument to the City and have it relocated to the Veterans Park. They have expressed a desire that the plaque, in its original state, remain on the monument and an additional plaque or marker be added that offers an explanation of the original wording on the original plaque. If the monument is not accepted as is by the City with the conditions as outlined by the American Legion, then the monument will remain in its present location on private property.

### **YOUNG PECAN PROPERTY**

Mr. Griffin stated that about six months ago the City entered into an agreement, at no cost to the City, with Mr. Andy Wise of Wise Construction and Mr. Melvin Watley to remove the steel and metal associated with the Young Pecan Project and to clean up to the concrete slab. The city gave that authorization because part of the program was to give equipment and job training to people who were about to be released from the Palmer Pre-Release Program. In addition, based upon their work, they would get a letter of recommendation that would follow them into employment. Unfortunately, Mr. Wise recently passed away and it does not appear that the family will continue with the agreement.

Council directed Mr. Griffin and Mr. Peterson to work with Mr. Watley to see if he can find a contractor to move forward with the clean up of this property. If Mr. Watley is able to find a contractor in 30-45 days, then staff will let him continue. If not, then the City will move forward with cleaning up the property.

Mr. Peterson has spoken to Mr. Watley and Mr. Watley indicated that he believes he has found someone that can help supply the contractor end of the project. Mr. Peterson has asked Mr. Watley to put his proposal in writing and get it to Randy Osterman, who is heading this up for the City.

Mayor Wukela stated he was confident that Mr. Griffin will get this to move forward one way or another and that no further direction from Council is needed.

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**ADJOURN**

Councilman Jebaily made a motion to adjourn the meeting. Without objection the meeting was adjourned at 4:01 p.m.

Dated this 9<sup>th</sup> day of November, 2015.

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

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

**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**

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

**ALSO PRESENT:** 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; Ray Reich, Downtown Development Manager; Chuck Pope, Director of Public Works; Michael Hemingway, Director of Utilities; and Chief Randy Osterman, Florence Fire Department.

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.

**MEDIA PRESENT:** Joe Perry of the Morning News and Nick Sturdivant of WBTW TV13 were present for the meeting.

**INVOCATION**

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

**APPROVAL OF MINUTES**

Mayor Pro tem Brand made a motion to adopt the minutes of the Regular Meeting of September 8, 2015. Councilman Hill and Councilman Jebaily seconded the motion, which carried unanimously.

**HONORS AND RECOGNITIONS**

**Service Recognitions**

Mayor Wukela presented Michael Melvin a Certificate of Recognition for completing 20 years of service with the City of Florence.

John Miller received a Certificate of Recognition for completing 20 years of service with the City of Florence.

Donald Covington and William Kelley were presented Certificates of Recognition from Mayor Wukela for completing 15 years of service with the City.

Mayor Wukela presented a Certificate of Recognition to Billy Law for completing 10 years of service with the City.

**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.**

Mr. Barry Wingard, Chairman of the Veterans Park Committee, speaking only on his behalf, gave a report on his findings related to a plaque that honors and lists 67 Florence County veterans who lost their lives in World War I. The plaque is a part of a World War I monument that is being considered for relocation to the Florence Veterans Park. The monument was originally erected in 1928 with the names listed under three headings. The first is a list of four names under the heading of "White – Officers". The second group consists of 38 names listed under the heading of "Enlisted Men". The third and final group is 25 names listed under the heading of "Colored – Enlisted Men". The issue before Council is to approve the relocation of the monument as proposed by the Parks and Beautification Commission with no change to the original plaque but to add an additional plaque/marker that provides a historical background and explanation of the original 1928 plaque. Mr. Wingard is in agreement with the recommendation of the Parks and Beautification Commission.

There was a lengthy discussion regarding leaving the plaque as is and the impact it could possibly have and how it would be perceived with the names listed in a segregated manner.

Mr. James McLaughlin, Commander of VFW Post 3181 and member of the Parks and Beautification Commission spoke to Council regarding the relocation of the monument and the wording on the plaque. Mr. McLaughlin stated that the members of his Post voted to keep the monument as is. Mr. McLaughlin stated that personally he does not feel the monument needs to be changed nor does it need an explanation. However, if an additional plaque is added it should explain that "Colored" means more than Black or African American; it can mean Puerto Rican, Indian or other minorities.

Mr. Charles Bethea, Commander of American Legion Post 1 stated that the public forum said to leave the monument as it is. The monument is to honor World War I Veterans and deserves to be in the Veterans Park.

Mr. Bill Pickle stated for historical purposes the plaque and monument should remain as it is and use the plaque as a teaching tool. Mr. Pickle feels the monument should be relocated to the Veterans Park.

Councilman Robinson stated he was in support of moving the monument to the Veterans Park and leaving the plaque as it is.

Mayor Wukela stated that he is very concerned that regardless of the intent, he feels that if the monument and plaque are erected in the Veterans Park it may cause, unintentionally, "clouds of inferiority" to form in young minds. Mayor Wukela stated he is "very recalcitrant" to do anything that takes the City back from progress that has been made. Everyone should be very careful that reminders of our history are not perceived as reminiscence or endorsement of that history. For these reasons, Mayor Wukela stated he would vote not to accept the plaque unchanged.

Councilwoman Williams-Blake stated she does not feel that the plaque should be changed as that would be rewriting history and that would not be right. However, she feels the plaque should be in a museum and not placed in a public park. For the record, Councilwoman Williams-Blake stated she would never vote to place a segregated monument in a public park.

Councilwoman Ervin stated for the record that she does not support relocating the existing monument to a public park; it should either be in a museum or leave it at its current location. Councilwoman Ervin feels relocating the monument to the Veterans Park will be a step back in race relations for the City of Florence. Councilwoman Ervin also stated that her vote is representative of the individuals, constituents and Veterans that she has spoken with regarding the plaque and the World War I monument.

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Councilman Robinson feels this decision should be left up to the Veterans.

The motion on the floor to relocate from the American Legion location to the Veterans Park, the monument in question with the original plaque accompanied by a second explanatory plaque was passed with a 4-3 vote.

Voting in favor of the motion was Councilman Hill, Councilman Robinson, Mayor Pro tem Brand and Councilman Jebaily.

Voting in opposition to the motion was Councilwoman Ervin, Mayor Wukela and Councilwoman Williams-Blake.

**ORDINANCES IN POSITION**

**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.**

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 adopted on second reading.

Councilman Hill made a motion to adopt Bill No. 2015-29 on second reading. Mayor Pro tem Brand seconded the motion.

Council voted unanimously to adopt Bill No. 2015-29.

**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 PARCEL ~~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 Parcel 90060-12-023 was adopted on second reading.

Councilwoman Ervin made a motion to adopt Bill No. 2015-30 on second reading. Mayor Pro tem Brand seconded the motion, which carried unanimously.

**BREAK**

There was no objection to a request for Council to recess for a break. Mayor Wukela recessed the meeting at 3:58 p.m. for a short break and reconvened the regular meeting at 4:08 p.m.

**INTRODUCTION OF ORDINANCES**

**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.**

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 was passed on first reading.

Mayor Wukela stated this is a re-write of this Section of the Code of Ordinances. Mayor Wukela added his preference is to pass Bill No. 2015-32 on first reading and appoint a Committee of Council, chaired by Mayor Pro tem Brand, to review this re-write and then make recommendations to Council before second reading of the Ordinance.

Councilwoman Williams-Blake made a motion to pass Bill No. 2015-32 on first reading and to appoint a committee to review the proposed Ordinance. Councilman Hill seconded the motion.

Voting in favor of the motion was Mayor Wukela, Mayor Pro tem Brand, Councilman Hill, Councilwoman Ervin, Councilwoman Williams-Blake and Councilman Jebaily.

Voting in opposition to the motion was Councilman Robinson.

**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.**

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 was passed on first reading.

Mayor Pro tem Brand made a motion to pass Bill No. 2015-33 on first reading. Councilman Hill seconded the motion.

Mr. Thomas Chandler, Director of Finance reported this is an Ordinance for Council's consideration that would authorize the City Manager to execute a water tank lease agreement with Cellco Partnership, doing business as Verizon Wireless, to negotiate a lease agreement for the use of a portion of the elevated tank located at 3381 Pine Needles Road (also known as the ESAB tank) for the placement of a radio equipment building, antenna system and coaxial transmission line. This agreement has been thoroughly reviewed by City Staff and the City Attorney. The agreement provides for a lease rate of \$23,100 annually for five years with Verizon's ability to extend the lease for four additional five year terms. The annual lease for each of the five extension terms would be increased by 10% over the annual lease amount due for the preceding five year term.

Council voted unanimously to pass Bill No. 2015-33.

**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.**

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 was passed on first reading.

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Mayor Pro tem Brand made a motion to pass Bill No. 2015-34 on first reading. Councilwoman Williams-Blake seconded the motion.

Mr. Thomas Chandler, Director of Finance reported that on September 2, 2015 the City sold property located on the corner of Irby and Darlington Streets to Palmetto Petro, LLC. On October 1, 2015 a Special City Council meeting was held to discuss the allocation of proceeds from the sale of the City property to Palmetto Petro, LLC. As directed by Council, a portion of the proceeds from the sale of the Palmetto Petro property will be used for immediate and longer term improvements to the new PDRTA bus transfer station adjacent to the Palmetto Petro site. In addition, a portion of the proceeds will be used for the rehabilitation of property owned by the City located at 142 North Dargan Street to house the Art Trail Gallery.

The Ordinance amends the General Fund Budget to provide for the receipt and expenditures as directed by City Council of these proceeds.

Council voted unanimously to pass Bill No. 2015-34.

**BILL NO. 2015-35 – FIRST READING**

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

An Ordinance to amend Planned Development District Ordinance 1987-29 was passed on first reading.

Councilman Hill made a motion to pass Bill No. 2015-35. Councilman Jebaily seconded the motion.

Mr. Phillip Lookadoo, Director of Planning, Research and Development reported in August 1987, City Council adopted an Ordinance (1987-29) that rezoned two lots (Tax Map Number 00099-01-067 and 068) owned by JDN Enterprises to a Planned Development District. This Ordinance allowed for the development of a shopping center on the property that would tie into the existing Wal-Mart development.

The current owner of Tax Map Parcel 00099-01-067 is requesting to amend PDD Ordinance 1987-29 to allow for the creation of a one acre outparcel and the construction of a restaurant on this outparcel.

On September 8, 2015 the Planning Commission held a Public Hearing on this request and recommended unanimously (9-0) to approve the request.

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.

All other regulations would remain the same as stated in Ordinance 1987-29.

Council voted unanimously to pass Bill No. 2015-35.

**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.**

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

**REGULAR MEETING OF FLORENCE CITY COUNCIL  
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Street Redevelopment Project; authorizing the execution and delivery of various documents including the Commitment Letter and the Promissory Note; and other matters relating thereto was passed on first reading.

Councilwoman Ervin made a motion to pass Bill No. 2015-36. Councilman Hill seconded the motion.

Mr. Thomas Chandler, Director of Finance reported that on December 18, 2014 City Council adopted a Neighborhood Revitalization Strategy. This is a plan for the steps required to achieve comprehensive neighborhood revitalization.

The goal of this 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.

The South Carolina Community Loan Fund program provides a means for the City to enter a 36 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.

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.

The loan will be repaid from the proceeds of the sale of the newly constructed houses.

Council voted unanimously to pass Bill No. 2015-36.

**INTRODUCTION OF RESOLUTIONS**

**RESOLUTION NO. 2015-21**

**A RESOLUTION TO ADOPT A MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT FOR IMPROVEMENTS TO SOUTH CASHUA DRIVE.**

A Resolution to adopt a Municipal State Highway Project Agreement for improvements to South Cashua Drive was adopted by Council.

Councilman Hill made a motion to adopt Resolution No. 2015-21. Councilman Jebaily seconded the motion, which carried unanimously.

Mr. Phillip Lookadoo reported to Council that the improvements to South Cashua Drive are part of the Florence Area Transit Study (FLATS) efforts to lessen traffic congestion on South Cashua. South Cashua will be widened from Second Loop Road to South Knollwood Road, approximately 2.7 miles. From Second Loop Road to Celebration Boulevard there will be a five lane highway, with two travel lanes in each direction and a center turn lane. From Celebration Boulevard to South Knollwood Road there will be a three lane road with one travel lane in each direction and a center turn lane. Existing signal lights will be maintained and new ones will be added at McCown Drive and Jefferson Drive. Sidewalks are proposed along both sides of the roadway throughout the entire length of the project.

To be in compliance with this agreement, the City will be required to relocate water and sewer lines at a cost in excess of \$1,750,000. Also, to the degree necessary, under this agreement, the City will assist the SCDOT in coordinating other utilities to move their lines as well.

Council voted unanimously to adopt Resolution No. 2015-21.

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**RESOLUTION NO. 2015-22**

**A RESOLUTION TO RECOGNIZE THE SENSATIONAL BROWN BROTHERS.**

A Resolution to recognize the Sensational Brown Brothers was adopted by Council.

Councilwoman Ervin made a motion to adopt Resolution No. 2015-22. Councilwoman Williams-Blake seconded the motion, which carried unanimously.

**ITEM ADDED TO THE AGENDA**

**RESOLUTION NO. 2015-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLORENCE TO REAFFIRM AND RE-ESTABLISH TWO HOUR PARKING IN THE DOWNTOWN AREA.**

A Resolution to reaffirm and re-establish two hour parking in the downtown area was adopted by Council.

Mayor Wukela stated this Resolution, which involves two hour parking in downtown Florence, was adopted by a previous Council. Recently, there have been numerous discussions with downtown merchants regarding the enforcement of the two hour parking restriction. Staff would like to move forward with the enforcement of the pre-existing rule. Staff was unable to find the original documents that adopted the original Resolution and therefore is requesting Council to re-new the Resolution in order to codify the previously adopted Resolution.

Mr. Griffin, City Manager added that a public meeting on two hour parking was held about two months ago at the Art Trail Gallery.

Councilman Jebaily made a motion that exigent circumstances do exist for this Resolution to be added to the agenda and that a 2/3 majority vote of Council is necessary to add this to today's agenda. Councilman Hill seconded the motion, which carried unanimously (7-0) with the finding of exigent circumstances.

**REPORT TO COUNCIL**

**A REPORT ON THE APPROPRIATIONS OF THE ACCOMMODATIONS TAX FUNDS FOR FY 2015-2016.**

Mr. Chad Patterson, Chairman of the Accommodations Tax Advisory Committee reported on the recommendations and distributions of the 2015-2016 funds.

The committee is responsible for making recommendations to City Council for the expenditure of the 65% of the accommodations tax funds received from the state. These funds are estimated to be \$388,000 for this year and are available to be distributed among the 26 applicants to be used for tourism promotion. Based on state laws and city guidelines, the committee carefully reviewed the 26 organizations and the events based on their past, present and future ability to bring tourists to our community and increase the overall quality of life for citizens in Florence.

While the committee was only able to fund approximately 56.5% of the \$686,500 in requests, the committee is confident that the allocations recommended are fiscally responsible investments back into the community.

Councilman Hill made a motion to accept the recommendations for the distribution of funds as presented by the Committee. Mayor Pro tem Brand and Councilman Jebaily seconded the motion.

Councilman Jebaily abstained from voting on this matter as he serves as the Chairman of the South Carolina Pecan Festival, one of the recipients of accommodations tax funds.

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Council voted unanimously (6-0) to accept the recommendations of the Accommodation Tax Advisory Committee.

**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 made a motion to reappoint Mr. Derrick Owens to serve on the City of Florence Planning Commission. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Derrick Owens was reappointed to serve on the City of Florence Planning Commission for a term to begin immediately and end June 30, 2018.

**CITY OF FLORENCE BOARD OF ZONING APPEALS**

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

Councilman Robinson made a motion to appoint Mr. Nathaniel Rowell Poston to serve on the City of Florence Board of Zoning Appeals. Councilman Hill seconded the motion, which carried unanimously.

Mr. Nathaniel Rowell Poston was appointed to serve on the City of Florence Board of Zoning Appeals for a term to begin immediately and end June 30, 2018.

**CITY OF FLORENCE DESIGN REVIEW BOARD**

Councilwoman Williams-Blake made a motion to appoint Mr. Jamie Carsten to serve on the City of Florence Design Review Board. Mayor Pro tem Brand seconded the motion, which carried unanimously.

Mr. Jamie Carsten was appointed to serve on the City of Florence Design Review Board for a term to begin immediately and end June 30, 2019.

**PARKS AND BEAUTIFICATION COMMISSION**

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

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

**MS. CINDY WILLIAMS – A REPORT ON RUNAWAY AND HOMELESS YOUTH**

This report was deferred until the November, 2015 City Council meeting.

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**EXECUTIVE SESSION**

There was no objection to enter into Executive Session to consider the Downtown Incentive Grant applications and staff's report.

Council entered into Executive Session at 4:57 p.m.

Mayor Wukela reconvened the regular meeting at 5:23 p.m.

Mayor Wukela stated Council discussed the most recent and for this fiscal year, the last series of grant applications. The City has sufficient funds to award three grants. Council received the rankings of the applications from staff.

Councilwoman Williams-Blake made a motion to award the top three ranked applications. Mayor Pro tem Brand seconded the motion, which carried unanimously.

**COUNCILMAN ROBINSON**

Councilman Robinson informed Council and the public that Representative Robert Williams and he have formed a committee to work with representatives from FEMA to help people who had storm damage as a result of the recent heavy storms that occurred in our area. Interested individuals can contact Councilman Robinson at the Carolina Regional Black Chamber of Commerce or Representative Robert Williams at the Families and Fatherhood program.

**ADJOURN**

There being no further business before Council, the meeting was adjourned at 5:25 p.m.

Dated this 9<sup>th</sup> day of November, 2015.

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

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

**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:**

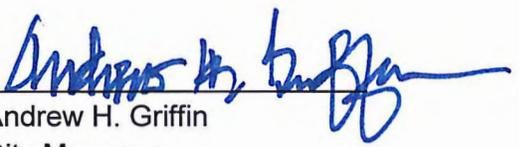
1. Approve the revised and amended ordinance.

**VI. STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 2015 – 32.

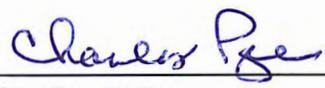
**VII. ATTACHMENTS:**

1. A copy of Ordinance 2015 – 32.



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Andrew H. Griffin  
City Manager



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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**

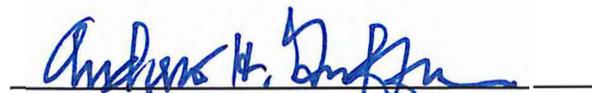
Approve and adopt of the proposed ordinance.

**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,<sup>1</sup> 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.

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<sup>1</sup> 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 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 indemnify<sup>2</sup> 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.

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<sup>2</sup> 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: \_\_\_\_\_

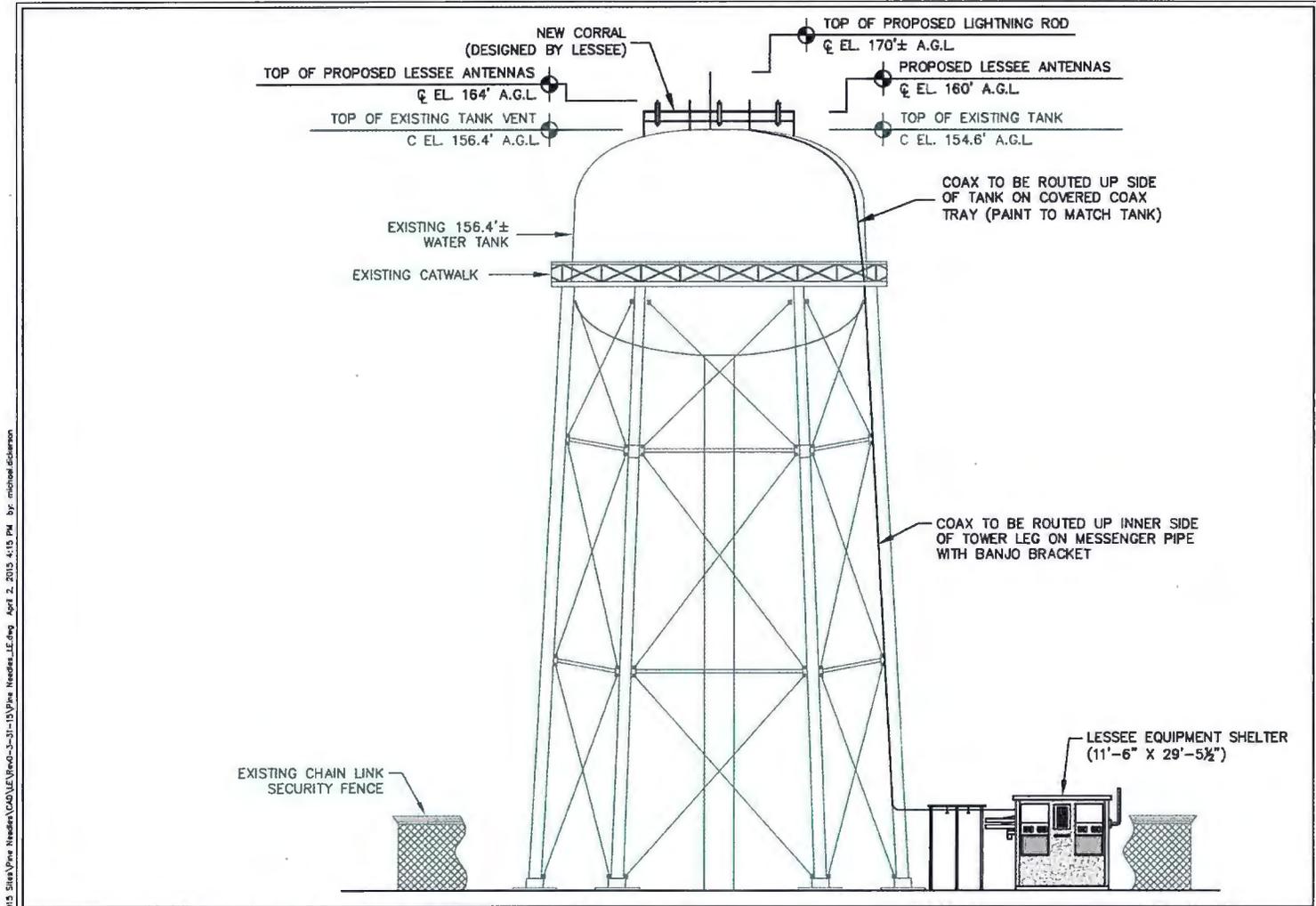
Aparna Khurjekar  
Area Vice President Network

\_\_\_\_\_  
WITNESS (2)

Date: \_\_\_\_\_

**Exhibit "A" (Page 1 of 4)**

**Tower Space, Land Space, and Rights of Way**



K:\A.L.T. - Williams\000\_Verizon\2015 Sites\Pine Needles\CAD\ULE\Sheet-3-31-15\Pin Needles\_LE.dwg, April 2, 2015, 4:15 PM, by: michoel.edgarson

<b>JOB No.:</b>	012055929
<b>DATE:</b>	04/01/15
<b>REV.:</b>	0
<b>DRAWN:</b>	MWD
<b>CHECKED:</b>	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

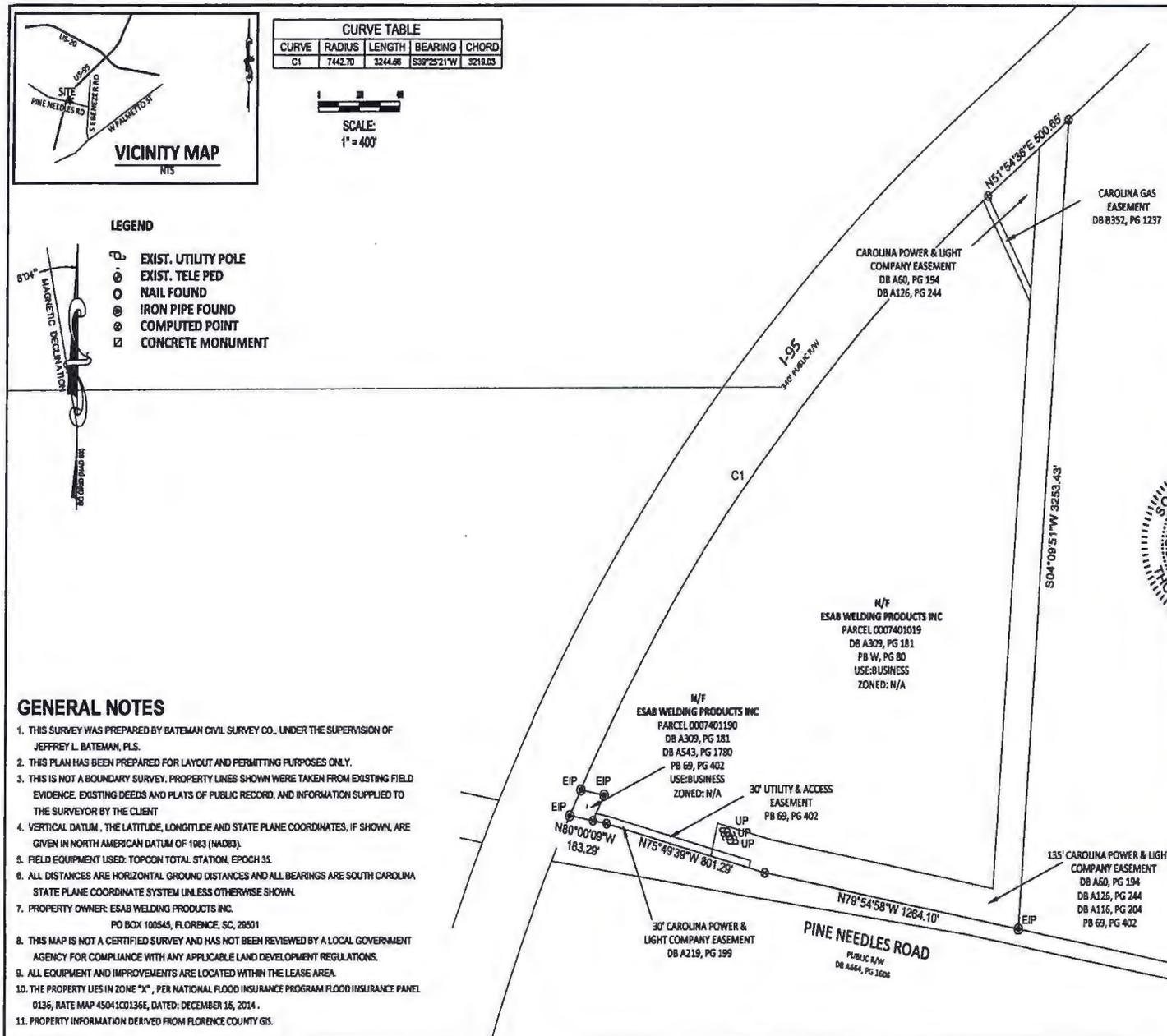
**EXISTING WATER TANK  
 PINE NEEDLES**

**3381 PINE NEEDLES ROAD  
 FLORENCE, SC 29501  
 FLORENCE COUNTY**

**TOWER ELEVATION  
 SHEET 3 OF 3**

**NOT TO SCALE  
 NOT FOR CONSTRUCTION**

The 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. Plans and drawings shown on this document without 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



**BCSC**  
BATEMAN CIVIL SURVEY CO., PC  
200 N Main St, Holly Springs, NC 27540  
Phone: 919.337.1000 Fax: 919.337.1001  
NCBS FPM # C2278

**Verizon**  
WIRELESS  
2011 ACHIEVEMENT AWARD  
QUALITY, SOUTH CAROLINA 2008

**Kimley-Horn**  
2 Bun Court, Suite 450  
Peachtree Corners, GA  
30092

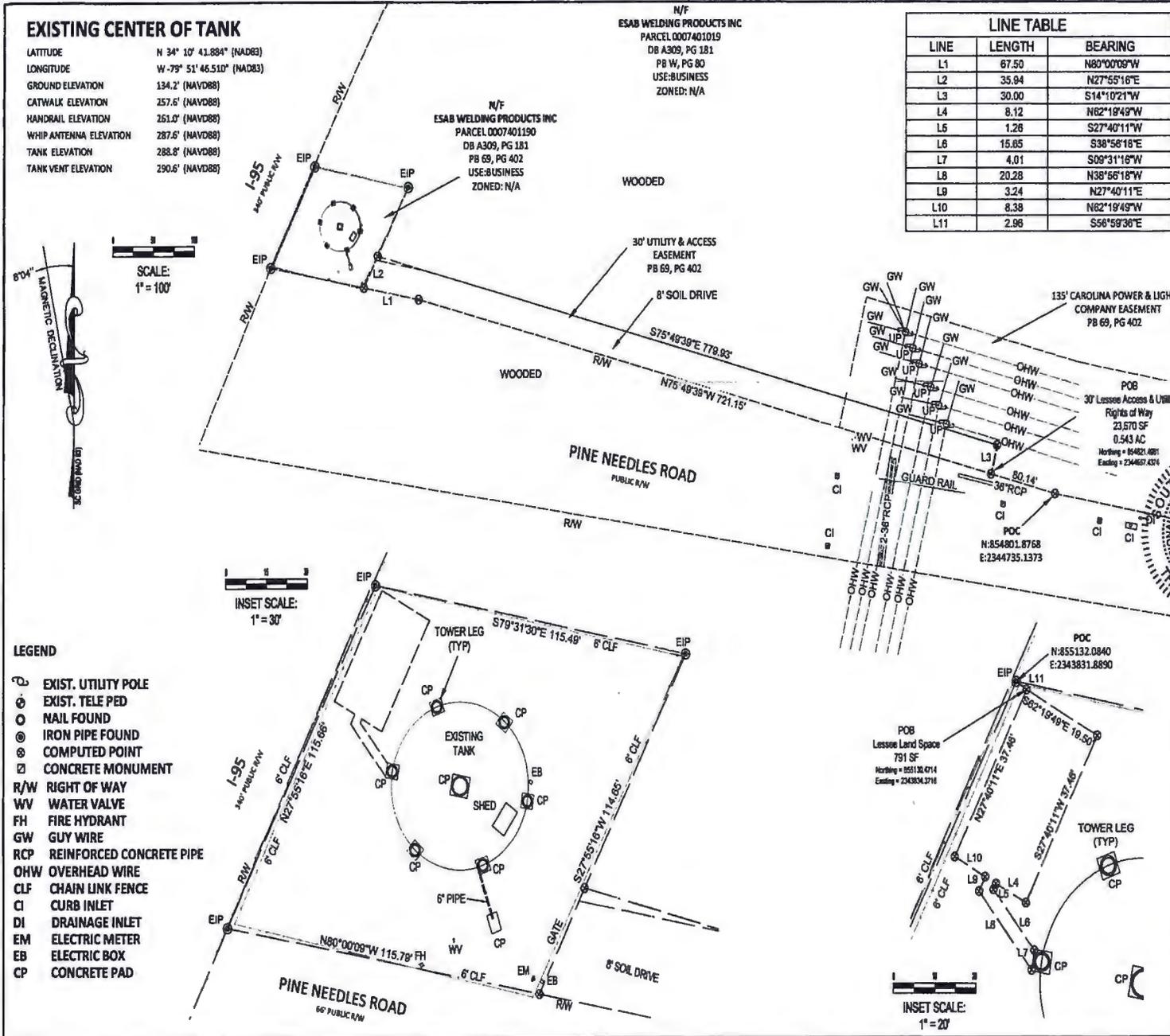
DRAWN BY: JCH  
CHECKED BY: BPC  
DRAWING DATE: 3/30/15

NO. 7502  
MAY 14  
THOMAS B. BENTLEY, J. 2015

REVISIONS	NO.	DATE	DESCRIPTION
	1		CREATED

**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 1 OF 3



**BCSC**  
 BALTIMORE CIVIL SURVEYING  
 BALTIMORE CIVIL SURVEY CO, PC  
 200 N Main St, Holly Springs, NC 27540  
 Phone: 919.371.1000 Fax: 919.577.1081  
 NCBS # 1904 & 6239

**ortizon wireless**  
 2021 RESURANCE DRIVE  
 CHARLOTTE, NORTH CAROLINA 28222

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

DRAWN BY: JCH  
 CHECKED BY: BPC  
 DRAWING DATE: 3/30/15

THOMAS SPEIGHT, JR.  
 3/30/2015

REVISIONS	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 # 150202  
 SHEET TITLE: SURVEY  
 SHEET NUMBER 2 OF 3

REPORT OF TITLE  
 FIDELITY NATIONAL TITLE INSURANCE COMPANY  
 FILE # 215572  
 DATED 05/24/2015  
 PROPOSED ASSURED: 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 60. (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. Parlar Jr. recorded 05/12/1968 in Deed Book 62, Page 589. (Does Not Affect Verizon Land Space or Access & Utility Rights of Way)
8. Right of Way in favor of Union Carbide Corporation, recorded 05/12/1968 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 05/12/1968 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 A60, 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 A398, Page 1809, 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 698, 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 A645, 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 A864, Page 1806. (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:2344857.4374, thence N75°49'39"W, 721.15' to a point; thence N80°00'09"W, 67.50' to a point; thence N27°55'16"E, 35.84' 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:2343831.8890, thence S58°59'38"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, 37.48' to a point; thence N62°19'49"W, 8.12' to a point; thence S27°40'11"W, 1.26' to a point; thence S38°56'18"E, 15.85' 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, 37.48' said point being the Point of Beginning of the Lessee Land Space. Said Lessee Land Space contains 791 square feet, more or less.



Batesman Civil Survey Co, PC  
 200 N Main St, Holly Springs, NC 27540  
 Phone: 919.577.1080 Fax: 919.577.1081  
 HOLD 1794 E 0229



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

DRAWN BY: JCH  
 CHECKED BY: SPC  
 DRAWING DATE: 3/30/15



NO.	DESCRIPTION	DATE
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30.	DESCRIPTION	DATE

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

DATE OF SURVEY: 03/27/2015  
 BCSC JOB # 150292  
 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**

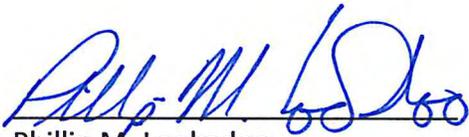
City Council may:

- (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



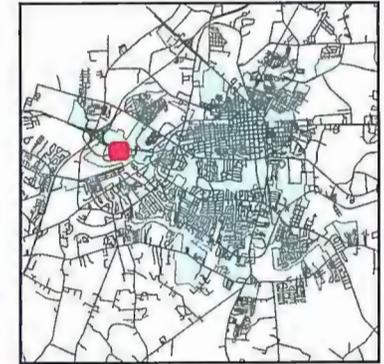
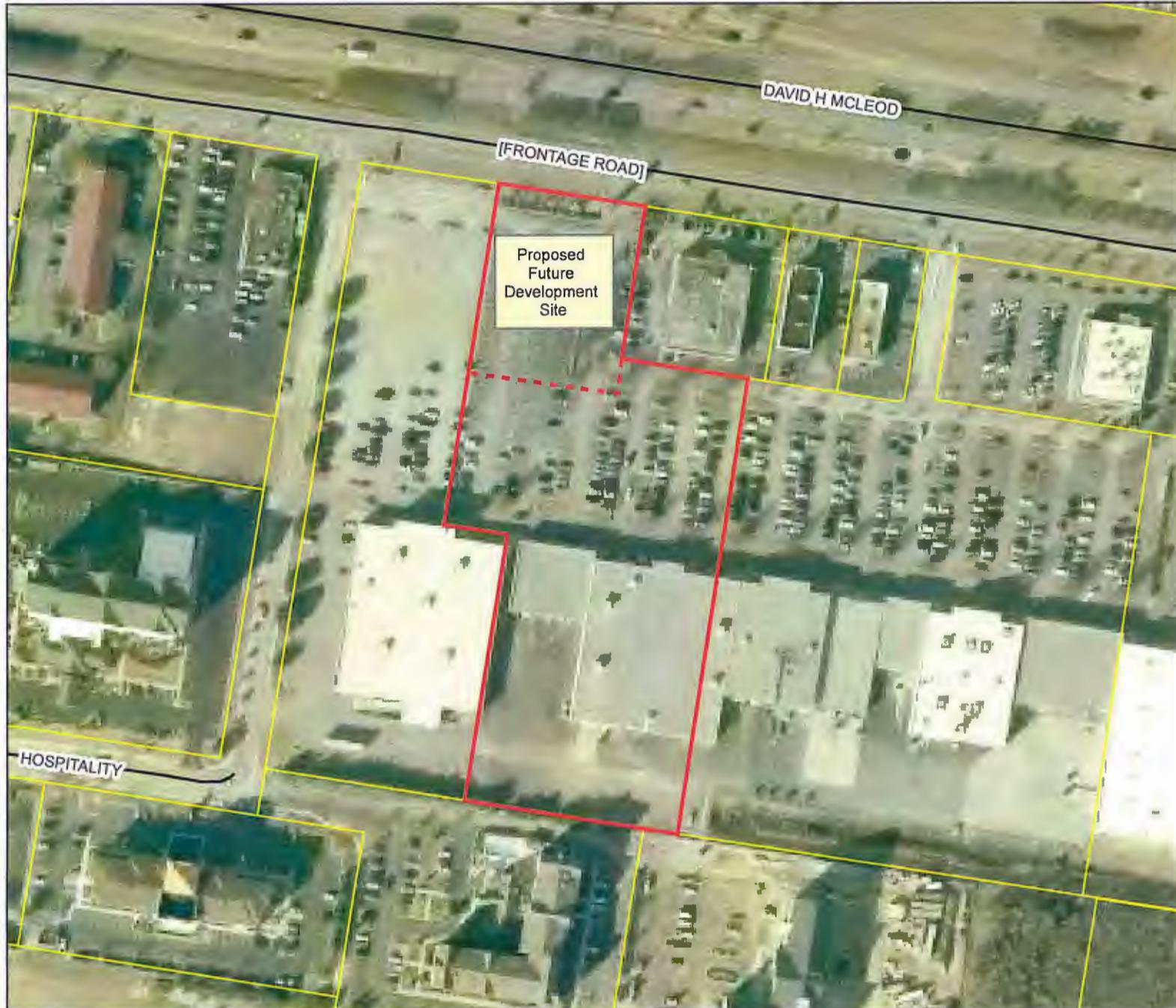
Phillip M. Lookadoo  
Planning, Research, & Development Director



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.

200 100 0 200 Feet

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	July 13, 1987
2ND	July 13, 1987
3RD	August 17, 1987
COPY MAILED TO _____	
ORDINANCE #	8N - 29

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 Meacham  
Tim Meacham, 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 Dozier  
Ben Dozier, Councilman

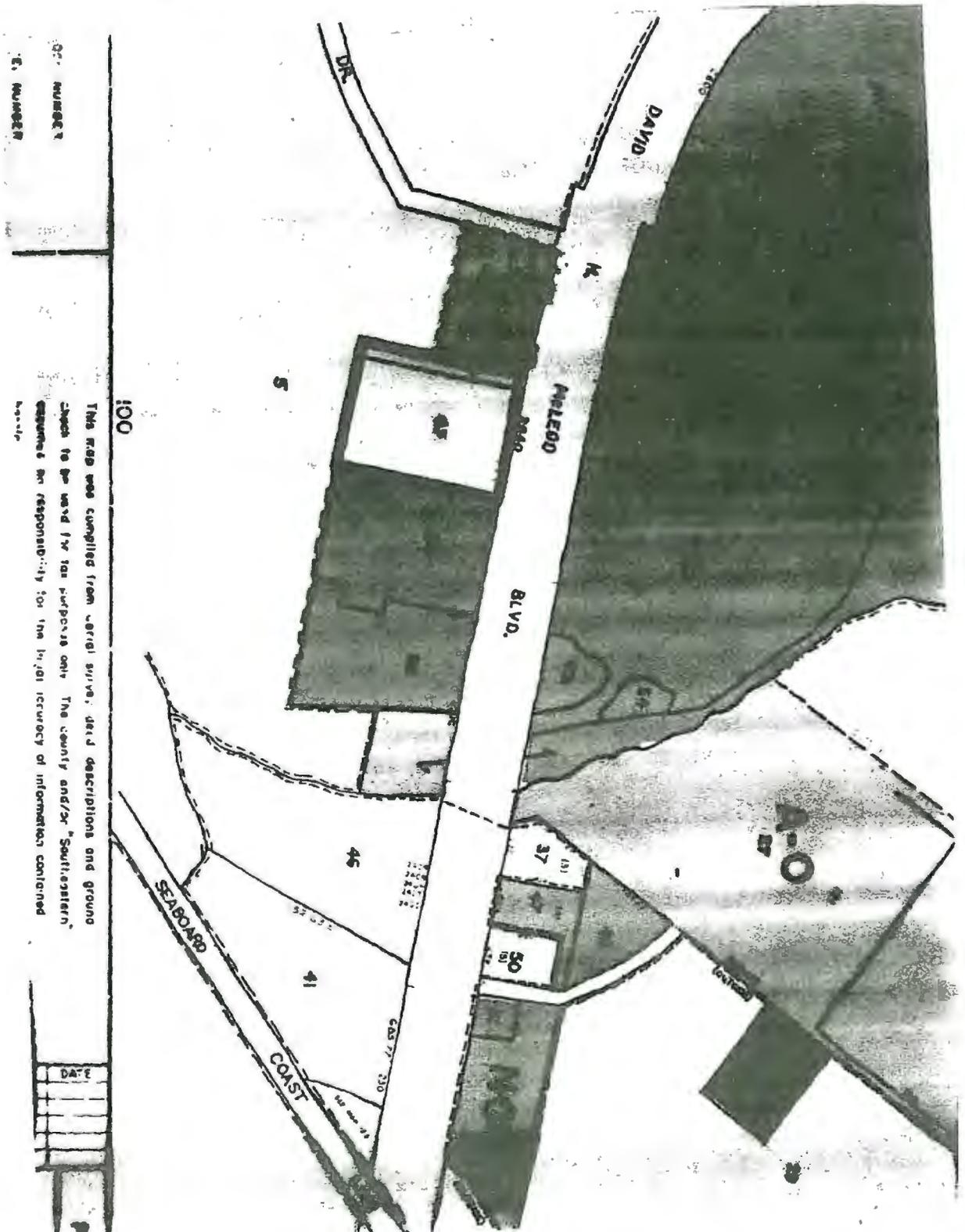
James T. Schofield  
James T. Schofield, Councilman

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



100

This map was compiled from aerial surveys, field descriptions and ground checks to be used for tax purposes only. The county and/or "Southwestern" 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

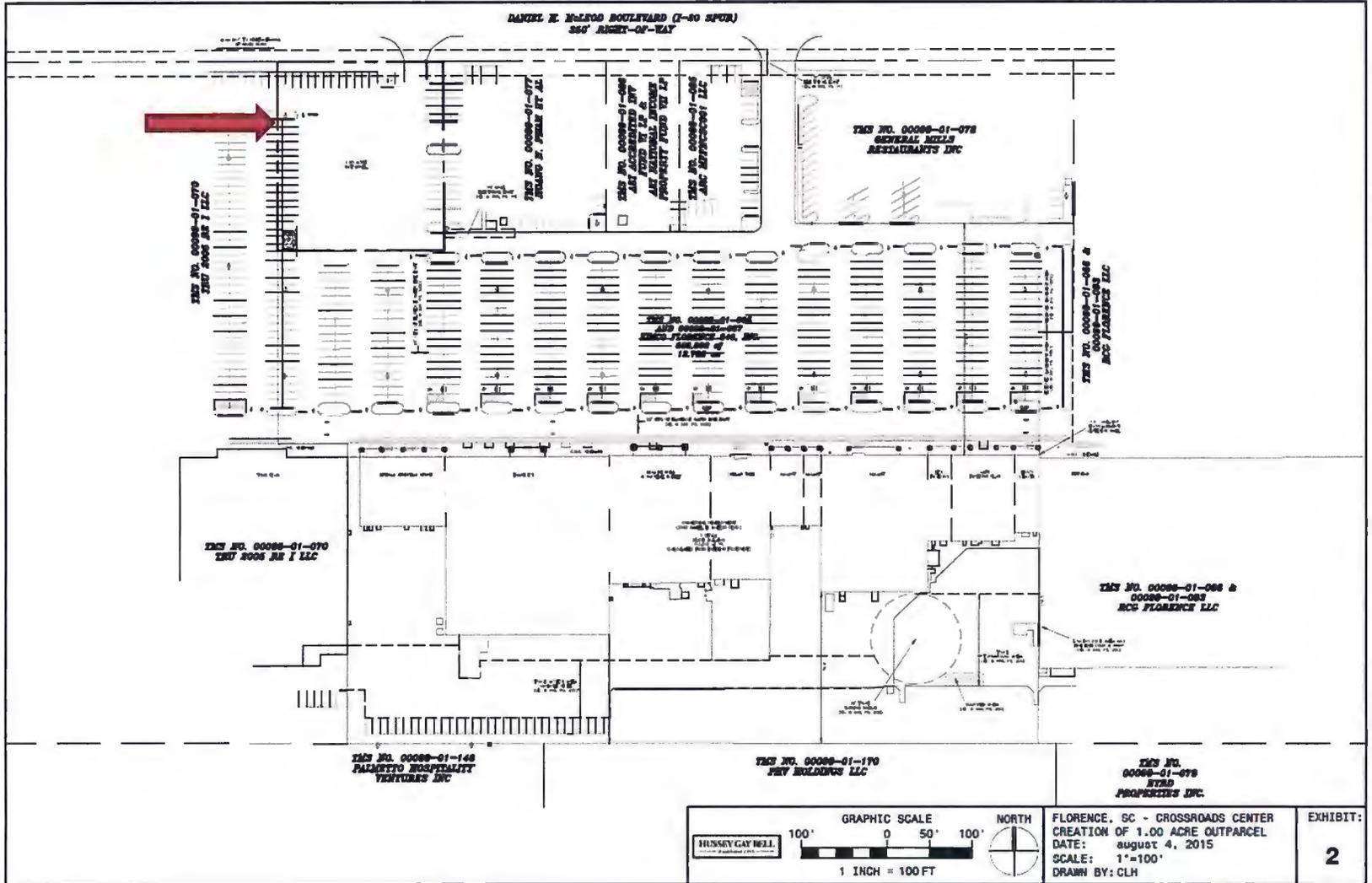
Applicant is requesting that property at 2640 David McLeod Blvd. located on Tax Map 99, Block 1, Parcels 67 & 68 be rezoned from Highway Commercial to Commercial Planned Unit Development.

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.

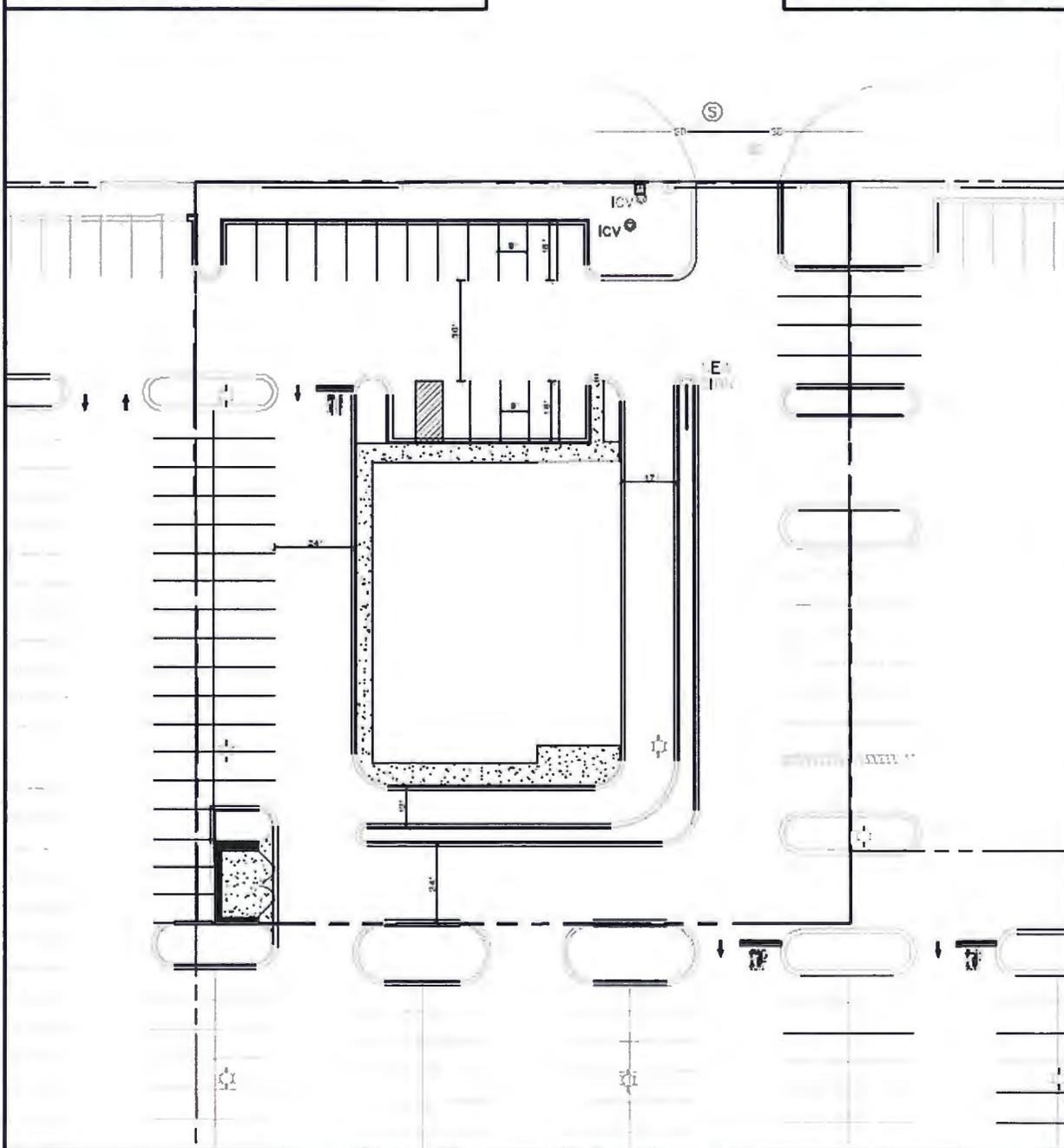
Attachment 4  
Proposed Outparcel



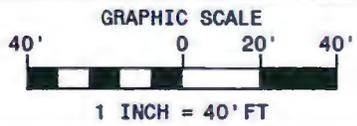
Attachment 5  
Proposed Site Plan

**SIGNAGE NOTE:**  
SIGNAGE SHALL COMPLY WITH ARTICLE 5 OF THE CITY OF FLORENCE ZONING ORDINANCE AS DEFINED FOR THE B-3, GENERAL COMMERCIAL ZONING DISTRICT.

**PROPOSED RESTAURANT:**  
PARCEL SIZE: 1.0 ACRE  
BLDNG SIZE: 6,450 SQ FT  
PARKING REQD: 43 SPACES  
PARKING PROVD: 43 SPACES



HUSSEY GAY BELL  
Established 1910



FLORENCE, SC  
CROSSROADS CENTER  
DATE: AUGUST 4, 2015  
SCALE: 1"=40'  
DRAWN BY: CLH

EXHIBIT:  
**1**

**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:** November 9, 2015

**AGENDA ITEM:** Ordinance – **As Amended for Second 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.

**Agenda Item  
South Carolina Community Loan Fund Ordinance – Page 2**

**D. The ordinance authorizing the execution of the loan documents has been amended for second reading to include the Mortgage and the Loan Agreement as additional Exhibits.**

**E. The ordinance has also been amended to include a section that specifically approves the use of the real estate owned by the City as part of the Neighborhood Redevelopment Project and described in the Mortgage as collateral to secure the Note.**

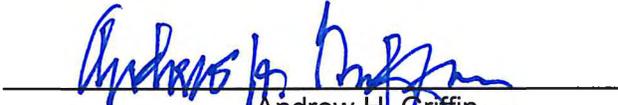
**IV. ATTACHMENTS:**

The ordinance authorizing such actions as shall be necessary for the issuance of the Loan Documents is attached. Also attached are the following Exhibits to the Ordinance:

- 1. Exhibit A: Commitment Letter
- 2. Exhibit B: Promissory Note
- 3. Exhibit C: Mortgage
- 4. Exhibit D: Loan Agreement



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, Promissory Note, Mortgage, and Loan Agreement n (the "Loan Documents") in substantially the form attached hereto as Exhibits A, B, C and D; 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, B, C and D 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 Council hereby specifically ratifies, confirms and approves the use of the real estate owned by the City as part of the Neighborhood Redevelopment Project and described in the Mortgage as collateral to secure the Note.

**Section 4.** 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:

<b>Borrower(s):</b>	City of Florence
<b>Project:</b>	Vista Street Redevelopment project
<b>Closing Date:</b>	This financing shall be closed on or before <b>November 18, 2015</b> otherwise this commitment letter becomes null and void.
<b>Amount:</b>	\$700,000.00
<b>Loan Fees:</b>	\$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,

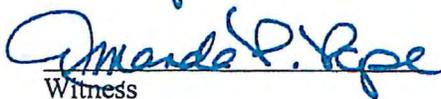


Michelle Mapp  
Chief Executive Officer

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

## PROMISSORY NOTE

November \_\_, 2015  
\$700,000.00

\_\_\_\_\_  
TMS No. \_\_\_\_\_  
Florence, Florence County, South Carolina

FOR VALUE RECEIVED, the undersigned, the **CITY OF FLORENCE**, a body politic and corporate and political subdivision of the State of South Carolina (the "Borrower"), promises to pay to the order of **SOUTH CAROLINA COMMUNITY LOAN FUND**, a South Carolina nonprofit corporation ("CLF") at 1535 Hobby Street, Suite 209, North Charleston, South Carolina 29405-1964 (or such other place as CLF may designate in writing), in lawful money of the United States of America, the principal sum of **Seven Hundred Thousand and No/100 Dollars (\$700,000.00)** on the terms and conditions set forth in this promissory note (the "Note").

1. Security. This Note is secured by a Mortgage of Real Estate and Security Agreement of even date to be filed of record in the land records of Florence County, South Carolina, and other agreements (including the Loan Commitment dated August 25, 2015) by and between the Borrower and CLF. All of the terms, definitions, conditions and covenants of the Mortgage are expressly made a part of this Note by reference in the same manner and with the same effect as if set forth herein at length and any holder of this Note is entitled to the benefits of and remedies provided in the Mortgage and other agreements by and between the Borrower and the CLF (collectively "the Loan").

2. Interest Rate and Amortization. The outstanding principal amount outstanding under this Note shall bear interest at a fixed rate of five and twenty-five one-hundredths percent (5.25%).

3. Payments. Payments of accrued interest shall be payable in equal monthly payments beginning with the payment due December \_\_, 2015, and continuing for thirty-six (36) months on the same day of each month thereafter. All principal and accrued but unpaid interest, if not sooner paid, shall be due and payable on November \_\_, 2018 (the "Maturity Date"). If any monthly payment due under this Note is not received within ten (10) days of when due, there shall be a late payment fee charged of five percent (5%) of the monthly payment.

4. Prepayment. Borrower may prepay this Loan at any time without a prepayment fee.

5. Events of Default. The Borrower shall be in default if any one or more of the following occur (each an "Event of Default"):

- (a) failure to pay any monthly payment when due;
- (b) failure to keep the Property insured or pay real property taxes when due for the Property;
- (c) failure to observe or perform any covenant or agreement set forth in this Note, the Mortgage, or any other agreements by and between the Borrower and CLF;
- (d) Borrower makes any written statement or provides any financial information that is materially untrue or inaccurate at the time it was provided;

**Exhibit B**

(e) any representation is materially untrue at the time made or any information provided to CLF is not true, complete and correct in all material respects;

(f) the Property securing this Note is used in a manner or for a purpose which threatens confiscation by a legal authority;

(g) default in the terms or conditions of any loan or credit secured by the Property, whether now existing or hereafter arising;

(h) Borrower either voluntarily or involuntarily become subject to any insolvency proceeding; or

(i) a transfer in bulk of Borrower's assets whether voluntarily or involuntarily and whether by operation of law or otherwise.

In the event of an occurrence of an Event of Default, then the entire outstanding principal amount and any accrued but unpaid interest shall become at once due and payable at the option of CLF. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due then all costs of collection, including reasonable attorney's fees shall be added hereto and collectible as the principal hereof.

For any Event of Default contained herein, except for a default under Section 5 (a) and 5 (e) for which no cure period shall exist (except as provided below), the Borrower shall have the right to cure such Event of Default within thirty (30) days from the date of the written notice from CLF of such non-monetary default.

Notwithstanding anything herein to the contrary, Borrower shall be entitled to a one (1) time ten (10) day right to cure any monetary default under 5 (a) above. Borrower shall have ten (10) days from the date of the written notice from CLF to cure said monetary default. In the event Borrower does not cure the monetary default within said ten (10) day cure period, CLF shall be entitled to pursue any/all remedies provided CLF herein and under law/equity.

6. Purpose. Borrower represents to CLF that the proceeds of this Loan shall be used for the construction of seven (7) single family houses for sale and two (2) restored rental houses on the lots located at \_\_\_\_\_, Florence, South Carolina.

7. Acceleration. If payment of all sums due hereunder is accelerated under the terms of this Note, the Mortgage, or any other agreements by and between Borrower and CLF, then the outstanding principal shall bear interest at the rate of twelve percent (12%) per annum (the "Default Rate") until such principal has been paid in full.

8. Application of Payments. All sums received by CLF for application to the Loan may be applied by CLF to late charges, expenses, costs, interest, principal and other amounts owing to CLF in connection with the Loan in the order selected by CLF in its sole discretion.

9. Notice. Any notice, demand, request or other correspondence required or permitted to be given hereunder shall be in writing and shall be deemed delivered when either (i) personally delivered, (ii) sent by First Class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written confirmation of delivery.

10. Taxpayer Identification Number. This Note provides for the Borrower's federal taxpayer identification number to be inserted below. If such number is not available at the time of execution of this Note or is not filled in by Borrower, Borrower hereby authorizes and directs CLF to fill in such number below when the Borrower advises CLF of such number.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed under seal as of the day and year first above written.

**WITNESSES:**

**BORROWER:**

**CITY OF FLORENCE**

\_\_\_\_\_  
First Witness

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Second Witness

Taxpayer Id# \_\_\_\_\_



conveyed immediately upon the delivery thereof to the aforesaid Land; and all fixtures now or hereafter attached thereto; and all easements, rights of way, gores of land, streets, roads, licenses, rights of ingress and egress, vehicle parking rights, public places, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, and tenements, whatsoever, in any way belonging, relating or appertaining to the Land hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Land or any part thereof; and

**TOGETHER** with all fixtures of every kind and character, now owned or hereafter acquired by Mortgagor, which are now or hereafter attached to or situated in, on or about the land or the improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the land or stored elsewhere) for use or installation in or on the land or the improvements, and all renewals and replacements of, substitutions for and additions to the foregoing and all proceeds arising from any of the foregoing;

**TO HAVE AND TO HOLD** all and singular the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging (together with the Land herein collectively called the "Property"), unto the Mortgagee and the Mortgagee's successors and assigns forever to secure the indebtedness herein recited and should the indebtedness secured hereby be paid according to the tenor and effect thereof when the same shall be due and payable and should the Mortgagor timely and fully discharge its obligations hereunder, then the Property hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

As additional collateral and further security for the indebtedness, the Mortgagor does hereby assign to the Mortgagee and grants to the Mortgagee a security interest in all of the right, title and the interest of the Mortgagor in and to any and all leases (including equipment leases), rental agreements, management contracts, franchise agreements, construction contracts, architect's contracts, technical services agreements, licenses and permits now or hereafter affecting the Property or any part thereof, and the Mortgagor agrees to execute and deliver to the Mortgagee such additional instruments, in form and substance satisfactory to the Mortgagee, as may hereafter be requested by the Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Mortgagee any obligation with respect thereto.

Together with all proceeds, including cash proceeds, noncash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of the foregoing rents and profits and the intangible personalty or any part thereof, and all replacements, modifications, renewals and substitutions thereof or therefor all of which constitute personal property of the Mortgagor.

**MORTGAGOR** hereby grants to Mortgagee a security interest in all of the Property which constitutes personal property or fixtures (herein sometimes collectively called the "Collateral") located on the Land. In addition to its rights hereunder or otherwise, Mortgagee shall have all of the rights of a secured party under the Uniform Commercial Code of South Carolina, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law. It is intended that as to the Collateral this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the land is located. Information concerning the security interest created by this instrument may be obtained from the Mortgagee as secured party or the Mortgagor as debtor at the addresses shown herein.

**MORTGAGOR** covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as shown on the title insurance commitment received by Mortgagee in connection with this transaction and as may be otherwise expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

**PROVIDED ALWAYS**, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee that debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

**IT IS AGREED** that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

**MORTGAGOR** further covenants and agrees with Mortgagee as follows:

1. **Assignment of Rents and Profits.** As further security for all sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property; provided, however, that so long as no Default as herein defined has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Mortgagee therefor.

2. **Maintenance.** Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Subject to Mortgagor's receipt of insurance proceeds as described in Paragraph 3 below, Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property. Mortgagee shall be entitled to specific performance of the provisions of this Paragraph.

3. **Insurance.** Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood and earthquake. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to a standard form of mortgagee clause or such other form of

mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the insurer or the insured without at least thirty (30) days prior written notice to the Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Provided that Mortgagor is not in default under the terms of the loan, the remaining term of the loan is not less than twelve (12) months, the proceeds are sufficient to effect such repair or replacement and/or Mortgagee concludes that the repairs can be made within six (6) months, Mortgagee agrees to apply any insurance indemnity payments to the repair/replacement of improvements on the Property. In the event of any of the foregoing, any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property whether released to Mortgagor or to Mortgagee shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, Mortgagee may so insure the Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

4. **Taxes and Assessments.** Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with the Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. **Expenditures by Mortgagee.** If Mortgagor so fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the

same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Agreement. Payments made for taxes by Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgagee. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this Paragraph plus interest thereon as herein provided.

6. **After-Acquired Property.** The lien of this Mortgage will automatically attach, without further act, to all fixtures now or hereafter located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Property or any part thereof.

7. **Environmental Indemnification.** Mortgagor agrees to indemnify and hold Mortgagee harmless from and against, and to reimburse Mortgagee with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Mortgagee at any time and from time to time by reason of or arising out of any violation of any Environmental Law and any and all matters arising out of the presence on, generation at, disposal of at, or release from the property of any hazardous substance or waste, regardless of whether same constituted a violation of any Environmental Law at the time of its existence or occurrence. The terms "hazardous substance" and "release" shall have the meanings specified in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), and the term "disposal" shall have the meaning specified in the Resource Conservation and Recovery Act of 1980 ("RCRA"); provided, if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, to the extent the laws of the State of South Carolina establish a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply. For the purposes hereof, the term "Environmental Law(s)" shall mean all federal, state or local health, safety or environmental laws, ordinances and regulations, requiring the removal of, or otherwise regulating the maintenance, storage, transportation, or disposal of any hazardous substance or any other toxic substances (including waste), asbestos, contaminants, petroleum products, or radioactive materials. The provisions of this Paragraph shall survive the satisfaction or release of this Mortgage and the satisfaction of the Note and shall continue thereafter in full force and effect.

8. **Condemnation.** Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or

restoration of any part of the Property or which is released to Mortgagor shall be deemed a payment of amounts secured by this Mortgage.

9. **Transfer.** At the option of Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the prior written consent of the Mortgagee, Mortgagor shall convey away the Property or any interest therein, or suffer the placement of any mechanics' lien on the Property; or if the title shall become vested in any other person in any manner. This Section shall not be construed as to prohibit or require Mortgagee's prior written consent to any transfers of any limited partnership interests of the Mortgagor.

10. **Default.** The occurrence of any of the following events shall be deemed a Default under this Mortgage:

(a) failure to pay any installment of principal or interest upon the Note when due beyond any applicable cure periods;

(b) failure to pay any other sum secured by this Mortgage when due beyond any applicable cure periods;

(c) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage beyond the cure period prescribed in this Note;

(d) adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquiescence by Mortgagor to any such request or petition made by another person; and

(e) default in any of the terms or conditions of the Note hereby secured or any other documents, evidencing or securing the Note beyond any applicable cure periods.

11. **Remedies.** Upon the occurrence of a Default, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell, as an entirety or in separate lots or parcels, the Property and take such other actions or pursue such other remedies as provided by law or in equity. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee independently, simultaneously or consecutively in any order without Mortgagee's being deemed to have waived any right or remedy previously or not yet exercised.

12. **Appointment of Receiver.** Upon the occurrence of a Default, Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the lawful execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to

protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this Paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs or repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this Paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee or Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Agreement. The entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee hereunder. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as secured party hereunder to the possession and control of any cash deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to, Mortgagee.

13. **Waiver by Mortgagee.** Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

14. **Future Advances.** Mortgagee, at its option, may make Future Advances to Mortgagor. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Note, shall be secured by this Mortgage when evidenced by the Note or by any other note stating that it is secured by this Mortgage or when advanced under the terms of this Mortgage, with the total amount of such Future Advances and the amount secured hereby not to exceed twice the face amount of the Note. Mortgagee may make such Further Advances to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976.

15. **Notices.** Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the latest address of such party known to the party sending the same. This Paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

16. **Miscellaneous.**

(a) The agreements herein shall bind and inure to the benefit of the Mortgagor, Mortgagee and their respective heirs, successors and assigns.

(b) Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such parties shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.

(c) The headings of the sections, Paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

(d) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

(e) This Mortgage shall be governed by and construed and enforced in accordance with the laws of South Carolina.

(f) Mortgagee may make or cause to be made reasonable entries upon the Property for inspections of the Property upon giving Mortgagor prior notice.

(g) The undersigned Mortgagor represents to Mortgagee that such Mortgagor is benefited by the loan evidenced by the Note, whether or not the Mortgagor is the obligor thereon, that Mortgagor's obligations under this Mortgage will not render Mortgagor insolvent, and that adequate and sufficient consideration has been given to Mortgagor for its execution and delivery of this Mortgage.

*(Remainder of page intentionally left blank)*



EXHIBIT "A"

**Legal Description**

## LOAN AGREEMENT

THIS LOAN AGREEMENT, dated the \_\_\_\_ day of November, 2015 (the "Loan Agreement"), is made by and between the **CITY OF FLORENCE**, a body politic and corporate and political subdivision of the State of South Carolina (the "Borrower") and **SOUTH CAROLINA COMMUNITY LOAN FUND**, its successors and assigns ("CLF").

### RECITALS

A. The Borrower has applied to CLF for a loan in the original principal amount of **Seven Hundred Thousand and No/100 Dollars (\$700,000.00)** (the "Loan") to be advanced by CLF per the terms of Section 3.1 below.

The Borrower will use the proceeds of the Loan for the construction of seven (7) single family houses for sale and two (2) restored rental houses on certain lots located on Vista Street, Florence, South Carolina (TMS No. \_\_\_\_\_) (collectively referred to as the "Project"). The property where the Project construction will take place is more fully set forth on Exhibit "A" attached hereto and made a part hereof by this reference (the "Property").

B. CLF is willing to make the Loan (together with all amendments, modifications, renewals, substitutions, replacements and extensions thereof, the "Loan") described hereinabove based on the terms and conditions set forth in this Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and CLF hereby agree as follows:

### ARTICLE I THE LOAN

1.1 Loan Terms. Subject to the terms and conditions of this Loan Agreement and the Promissory Note dated as of even date herewith and entered into between the Borrower and CLF (the "Note"), CLF will make the Loan to Borrower.

1.2 Interest and Amortization. The outstanding principal amount under the Loan shall bear interest at the rate of five and twenty-five one-hundredths percent (5.25%) per annum.

1.3 Payments.

(a) Periodic Payments. Payments of accrued interest shall be payable in equal monthly payments beginning with the payment due December \_\_, 2015, and continuing for thirty-six (36) months on the same day of each month thereafter. All principal and accrued but unpaid interest, if not sooner paid, shall be due and payable on November \_\_, 2018 (the "Maturity Date"). If any monthly payment due under this Note is not received within ten (10) days of when due, there shall be a late payment fee charged of five percent (5%) of the monthly payment.

(b) Mandatory Disbursements. Borrower must draw down at least one-half (1/2) of the committed loan amount before May \_\_\_, 2017, and must draw down any remaining committed loan proceeds prior to November \_\_\_, 2018.

1.4 Loan Documents. The Note, Mortgage, the Loan Commitment dated August 25, 2015, as amended, this Loan Agreement and any other agreements between the parties are collectively herein after referred to as the "Loan Documents".

## ARTICLE II CONDITIONS PRECEDENT TO CLOSING AND DISBURSEMENT

CLF shall not be obligated to disburse the Loan proceeds until all of the following conditions have been satisfied by proper evidence, execution and/or delivery to CLF of the following items with respect to the Loan, all in form and substance reasonably satisfactory to CLF and CLF's counsel:

2.1 Note. The execution of the Note. As set forth in the Note, the final maturity date of the Note is November \_\_\_, 2018.

2.2 Mortgage. The execution of the mortgage and security agreement dated of even date herewith for the benefit of CLF securing the real property and fixtures more particularly described therein and recorded or to be recorded in the Clerk of Court Office for Florence County, South Carolina (the "Mortgage").

2.3 Insurance. Liability, hazard and flood insurance, as applicable meeting the requirements set forth in this Loan Agreement.

2.4 Taxpayer Identification Number. Borrower's federal taxpayer identification number is \_\_\_\_\_.

2.5 Fees. The payment of all Lender's fees and costs, including attorneys' fees, an origination fee of \$10,500.00, and an unused fee based on the lender's cost of funds in the event loan proceeds are not fully disbursed as required pursuant to Section 1.3(b).

2.6 Miscellaneous. All other documents or items that are customarily provided in loan transactions of this type and all other loan documents or items set forth in the Loan Commitment dated August 25, 2015, as amended.

## ARTICLE III DISBURSEMENT OF LOAN PROCEEDS

3.1 Disbursement of Funds. Upon compliance with the conditions contained in Article II above within CLF's reasonable satisfaction and provided that Borrower is not in default under any of the Loan Documents, CLF shall authorize the disbursement of the Loan subject to the following:

(a) At Closing. CLF agrees to disburse \$ \_\_\_\_\_ of the Loan proceeds at the closing.

(b) Draw Request. Payments will be drawn by the Borrower for approved project-related expenses to be disbursed within two weeks of receipt of its draw request as described herein. The Borrower will submit an AIA standard format draw request, or other comparable form approved by the CLF, together with such supporting documentation and information as the CLF may reasonably require, including without limitation, copies of estimates, receipts, bills, invoices, plans, specifications, change orders and other information concerning the work and materials that substantiate the amount of the disbursement being requested.

(c) Reimbursement. CLF will reimburse expenditures incurred by the Borrower. The Borrower will submit an AIA standard format draw request, or other comparable form approved by CLF, together with such supporting documentation and information as the CLF may reasonably require, including without limitation, copies of receipts, bills, invoices, plans, specifications, change orders and other information concerning the work and materials to substantiate the expenditure by the Recipient in the amount of the request.

#### ARTICLE IV THE BORROWER'S WARRANTIES, COVENANTS AND AGREEMENTS

4.1 Affirmative Covenants and Representations. Borrower warrants, covenants and agrees with CLF as follows with respect to the Loan:

(a) Payment. The Borrower will pay when due all sums owing to CLF under the Loan Documents.

(b) Further Assurances. On demand of CLF, the Borrower will do any reasonably necessary and legal act, or execute any additional documents reasonably required by CLF to secure the Loan, confirm the lien of the Mortgage or to comply with the Loan Agreement, including, but not limited to new or replacement notes and/or mortgages and agreements supplementing, extending or otherwise modifying the Note, Loan Agreement, and/or mortgages and agreements supplementing, extending or otherwise modifying the Note, Loan Agreement, and/or Mortgage and certificates as to the amount of the indebtedness evidenced by the Note from time to time.

(c) Agreement to Encumber Additional Properties. The Borrower has agreed to pledge nine (9) properties to CLF to secure the Loan; however, not all of such properties will have been acquired as of the Closing Date. The Borrower covenants and agrees to submit such properties to the lien of the Mortgage as the same are acquired.

(d) Inspection. The Borrower will permit CLF and its authorized agents to enter upon the Property and any improvements thereon during normal working hours and as often as CLF desires, for the purpose of inspecting the construction of the Project.

(e) Loan Agreement. The Borrower shall comply with all the terms and conditions outlined in this Loan Agreement.

(f) Use of Loan Proceeds. The Borrower shall use all Loan proceeds for the purchase and/or renovation of properties to be sold or rented to low to moderate income families.

Borrower represents and covenants that the Loan proceeds are being used for a commercial purpose and not Borrower's personal, family or household purpose.

(g) Insurance. The Borrower covenants to maintain the following insurance:

(i) 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 CLF as an additional insured. Limits of liability shall not be less the One Million Dollars per occurrence for bodily injury liability and property damage liability.

(ii) Borrower shall maintain fire, hazard and casualty insurance covering the Project (including flood insurance, if applicable) and any other required insurance to cover its activities under the Loan Agreement, which are issued by insurers approved by CLF in such amounts and insuring such perils as shall have been approved by CLF. Said insurance policies shall name CLF as a mortgagee loss payee, as its interest may appear.

(h) Taxes and Insurance. Borrower shall promptly pay when due all insurance premiums, taxes, assessments, fees and other charges. Upon the request of CLF, the Borrower shall submit to CLF such receipts and other statements which shall evidence, to the satisfaction of the CLF that all taxes, assessments and insurance premiums have been paid in full.

(i) Availability of Utilities. All utility services necessary for the construction of the Project and the operation thereof for their intended purposes are presently available, or will be available, or will be available when needed, through presently existing public or unencumbered private easements or rights of ways (which would inure to the benefit of CLF in the event of the foreclosure of, or sale under the power contained in the Mortgage) at the boundaries of the Property, including but not limited to, water supply, storm and sanitary sewer, gas, electric and telephone facilities, and all such utilities are non-interruptible.

(j) Hazardous Substances. The Borrower warrants and represents to CLF that, to the best of the Borrower's knowledge, the Property has not been and is not now being used in violation of any federal, state or local environmental law, ordinance or regulation, that no proceedings have been commenced, or notice(s) received, concerning any alleged violation of any such environmental law, ordinance or regulation, and that the Property and all real property owned by the Borrower is free of hazardous or toxic wastes, substances, contaminants, oil, radioactive or other materials the removal of which is required or the maintenance of which is restricted, prohibited or penalized by any federal, state or local agency, authority or governmental unit. The Borrower covenants that it shall not permit any such materials to be brought on to the Property or any improvements thereon, or if so brought or found located thereon, shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations.

The Borrower agrees that it will reimburse CLF for and hold CLF harmless from all fines or penalties made or levied against CLF by any governmental agency or authority as a

result of or in connection with (i) the use of the Property, any adjacent property, or (ii) the use of facilities thereon, or (iii) the use, generation, storage, transportation, discharge, release or handling of any hazardous or toxic materials, wastes or substances (as such terms are defined by any applicable federal state or local law), or any other material the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule, regulation, ordinance or order at any time, or as a result of any release of any nature onto the ground or into the water or air from or upon the Property or any adjacent property at any time. The Borrower also agrees that it will reimburse CLF for and indemnify and hold CLF harmless from any and all costs, expenses, (including reasonable attorneys' fees) and for all civil judgments or penalties incurred, entered, assessed, threatened or levied against CLF as a result of the Borrower's use of the Property. Such reimbursement or indemnification shall include but not be limited to any and all judgments or penalties to recover the cost of cleanup of any such release by the Borrower from or upon the Property and all expenses incurred by CLF as a result of such a civil action, including but not limited to reasonable attorneys' fees.

To the best of Borrower's knowledge, there are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas or other man made facilities which may have accommodated Hazardous Substances.

The Borrower's obligations under this Section 4.1(i) shall survive the repayment of the Loan.

(k) Ownership. The Borrower is a body politic and corporate and political subdivision of the State of South Carolina, with full power and authority to execute and deliver and perform its obligation under the Loan Documents and is a "non-foreign" person or entity.

(l) Notification. Borrower shall notify CLF in writing within five (5) days thereof: (i) in the event of any default by Borrower of any obligation undertaken by it herein and/or under the Loan Documents; (ii) should any mortgage or lien or any other security instrument whatsoever be filed against the Property; or (iii) of any actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, directly or indirectly relating to or affecting Borrower.

(m) Liens. Borrower shall bond off under the provisions of applicable law any lien or claim of lien filed for record, within thirty (30) days of the date of notice to Borrower of filing of said claim.

(n) Compliance with Laws. Borrower shall comply with all statutes and government regulations and will pay promptly all taxes, assessments, governmental charges, and claims for labor, supplies, rent and other obligations which, if unpaid, might become a lien against Borrower's property, except liabilities being contested in good faith.

(o) Absence of Suits or Actions. Borrower warrants and represents to CLF that there are no actions, suits or proceedings pending, or to the knowledge of the Borrower, threatened: (i) involving the validity or enforceability of the Loan Documents; or (ii) against or affecting the Borrower or the Property or any improvements thereon. Borrower shall promptly notify CLF of any pending or threatened litigation, claims or liabilities.

4.2 Negative Covenants. Until payment in full of the Loan, Borrower shall not do any of the following without the prior written approval of CLF:

(a) No Conveyance (Real Property). Convey, transfer, lease, deteriorate or further encumber the Property or any apartment unit except as otherwise approved herein.

(b) No Change in Use. Permit the use of the Property for any purpose except the use which was originally intended.

ARTICLE V  
CLF'S RIGHTS AND REMEDIES

5.1 Acceleration. Upon the occurrence of an event of default as defined in the Note and Mortgage ("Event of Default") and subject to any applicable cure periods in the Note, the entire unpaid principal balance of the indebtedness of the Borrower to CLF evidenced by the Note shall, at the option of CLF and without advance notice to the Borrower, become immediately due and payable.

5.2 Remedies Cumulative; Nonwaiver. All remedies of CLF provided for herein or in the Note or Commitment Letter are cumulative and shall be in addition to any and all other rights and remedies provided for or available at law or in equity. The exercise of any right or remedy by CLF hereunder shall not in any way constitute a cure or waiver of an Event of Default hereunder or under the Loan Documents, or invalidate any act done pursuant to any Event of Default, or prejudice CLF in the exercise of any of its rights hereunder or under the Loan Documents unless, in the exercise of said rights, CLF realizes all amounts owed to it under the Note and Commitment Letter, as amended.

5.3 No Liability of CLF. Whether or not CLF elects to employ any or all remedies available to it in the event of an occurrence of an Event of Default, CLF shall not be liable for the construction of or failure to construct or complete or protect the Project on the Property or for payment of any expense incurred in connection with the exercise or any remedy available to CLF or for the construction or completion of the Project on the Property or for the performance or nonperformance of any other obligation of the Borrower.

ARTICLE VI  
GENERAL CONDITIONS

The following conditions shall be applicable throughout the term of this Loan Agreement:

6.1 Waivers. No waiver of any Event of Default or breach by the Borrower hereunder shall be implied from any delay or omission by CLF to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by CLF to or of any act by the Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of CLF hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.

6.2 Benefit. This Loan Agreement is made and entered into for the sole protection and benefit of CLF and the Borrower, its successors and assigns, and no other person or persons shall have any right to action hereon or rights to the Loan proceeds at any time, nor shall CLF owe any duty whatsoever to any claimant for labor performed or material furnished in connection with the construction of the Project on the Property.

6.3 Assignment. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns of the parties hereto; provided, however, that the Borrower shall not assign this Loan Agreement or any of its rights, interests, duties or obligations hereunder or any Loan proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of CLF and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.

6.4 Amendments. This Loan Agreement shall not be amended except by a written instrument signed by all parties hereto.

6.5 Terms. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

6.6 Governing Law and Jurisdiction. The Loan Documents and all matters relating thereto shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. The Borrower and all of its principals, directors or officers hereby submit to the jurisdiction of the state and Federal courts located in South Carolina and agree that CLF may, at its option, enforce its rights under this Loan Agreement, Note, Mortgage or the Commitment Letter in such courts.

6.7 Savings Clause. Invalidation of any one or more of the provisions of this Loan Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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

6.9 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Loan Agreement nor the intent of any provision hereof.

6.10 Notices. All notices required to be given hereunder shall be given in accordance with the requirements of the Note.

IN WITNESS WHEREOF, the Borrower and CLF have executed this Loan Agreement as of the above written date.

**WITNESSES:**

**BORROWER:**

**CITY OF FLORENCE**

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Second Witness

Its: \_\_\_\_\_

**SOUTH CAROLINA COMMUNITY LOAN  
FUND, a South Carolina nonprofit corporation**

\_\_\_\_\_  
First Witness

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

Michelle Mapp

\_\_\_\_\_  
Second Witness

Its: Executive Director

EXHIBIT "A"

**Legal Description**

**CITY OF FLORENCE COUNCIL MEETING**

**DATE:** November 9, 2015

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

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

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**I. ISSUE UNDER CONSIDERATION:**

Zone R-1, pending annexation, property located at 2305 West Foxtail Lane, said property being specifically designated in the Florence County Tax Records as Tax Map Parcel 90008-03-011.

**II. POINTS TO CONSIDER:**

- (1) The property is currently un-zoned.
- (2) The lots are currently occupied by a single-family residence.
- (3) The proposed zoning is R-1, Single Family Residential.
- (4) The lot meets the dimensional requirements of the R-1 zoning district per the City of Florence Zoning Ordinance.
- (5) City water services are currently available; there is no cost to extend.
- (6) City staff recommends the parcel be zoned R-1, Single Family Residential as requested, contingent upon annexation into the City of Florence. This recommendation is based on the current use of the property and the adjacency to identical uses.

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

Planning Commission held a public hearing on October 13, 2015 regarding this matter. The Planning Commission voted unanimously (8-0) to recommend the parcel be zoned R-1, Single-Family Residential upon successful annexation into the City of Florence.

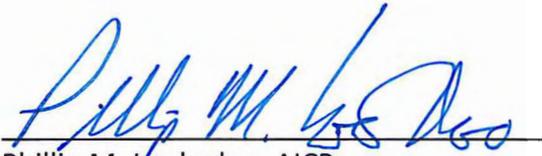
**IV. OPTIONS**

City Council may:

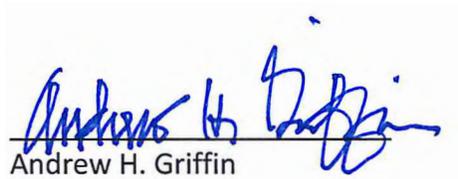
1. Approve the request as presented based on the information submitted.
2. Defer the request should additional information be needed.
3. Suggest other alternatives.
4. Deny the request.

**V. ATTACHMENTS:**

- (1) Ordinance
- (2) Location Map
- (3) Petition and Application

A handwritten signature in blue ink, appearing to read "Phillip M. Lookadoo".

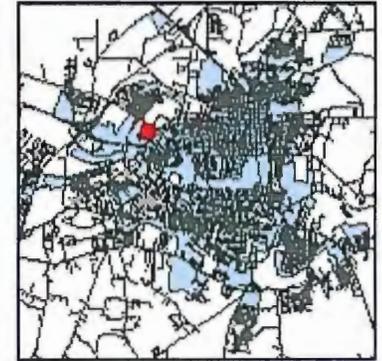
Phillip M. Lookadoo, AICP  
Planning, Research, & Development Director

A handwritten signature in blue ink, appearing to read "Andrew H. Griffin".

Andrew H. Griffin  
City Manager

# Attachment 2

## Location Map 2305 W. Foxtail Lane

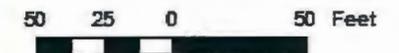


### Legend

- Address
- Roads
- City Limits
- 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.



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: 8.24.15 Request No. PC 2015-26

FOR OFFICE USE ONLY

Hearing Date: 10.13.15 Fee Paid: 100 Notice Published: 9.29.15

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-1, Single-Family.

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):

Faye O'Kelley  
Address: 2305 W. Foxtail Ln Florence, SC 29501  
Telephone Number: 843-629-9668(hm) [work] 843-664-2600 [home] (WK)

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

90008-03-011 Tax Map No. \_\_\_\_\_  
\_\_\_\_\_, Block \_\_\_\_\_, Parcel \_\_\_\_\_, Lot \_\_\_\_\_, Subdivision \_\_\_\_\_  
\_\_\_\_\_, Page \_\_\_\_\_ Lot \_\_\_\_\_ Plat Book \_\_\_\_\_  
Dimensions: \_\_\_\_\_ Area: 0.43 acres 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:

Faye R. O'Kelley Date: 8-24-15  
Printed name: Faye R. O'Kelley Date: 8-24-15

IV. Proposed Change:

Amendment to Map. It is requested that the property described and shown on the attached site plan be zoned to R-1, Single-Family Residential

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

Present use of property: \_\_\_\_\_

Proposed use of property: \_\_\_\_\_

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: Faye R. O'Kelley Date: 8-24-15

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.

See attached

Name Address Present Use

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: Faye R O'Kelley Date: 8-24-15

ORDINANCE NO. 2015-\_\_\_\_\_

**AN ORDINANCE TO ANNEX TAX MAP NUMBER 90008-03-011, LOCATED AT 2305 WEST FOXTAIL LANE, R-1, SINGLE-FAMILY RESIDENTIAL:**

**WHEREAS**, a Public Hearing was held in the City Center Council Chambers on October 13, 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 the owner, Faye O’Kelley, 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 90008, block 03, parcel 011 (0.43+/- 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 R-1, Single-Family Residential and incorporating them into the City Limits of the City of Florence

**EXECUTED ON ONE (1) ADDITIONAL PAGE**

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

Approved as to form:

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

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

Attest:

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

**VII. a.  
Resolution  
No. 2015-24**

**FLORENCE CITY COUNCIL MEETING**

**DATE:** November 9, 2015  
**AGENDA ITEM:** Resolution  
**DEPARTMENT/DIVISION:** City Administration

**I. ISSUE UNDER CONSIDERATION**

A resolution for the City of Florence recognizing Billy Cecil Jeffords and Jackie Leverne Jeffords for their contributions to the Florence Community as lifetime residents, business owners and beach music artists.

**CURRENT STATUS/PREVIOUS ACTION TAKEN**

This is the initial consideration by City Council of this resolution.

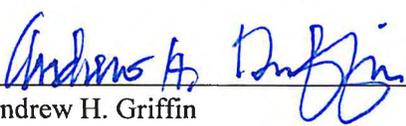
**II. POINTS TO CONSIDER**

- A. Billy and Jackie Jeffords are lifetime residents of Florence serving the community as business owners, and beach music artists.
- B. For many years Billy and Jackie and their brothers Charles and Wayne, The Jeffords Brothers Band, were a favorite performing and recording group throughout the southeast.
- C. In 2005, Billy and Jackie formed Dip Ferrell (Billy Jeffords) and the Truetones successfully recording their original songs.
- D. Dip Ferrell and the Truetones have been nominated numerous times by the Carolina Beach Music Association in the categories of Song of the Year, Group of the Year, Vocalist of the Year, and Album of the Year.

**III. PERSONAL NOTES**

**IV. ATTACHMENTS**

Resolution No. 2015-24 A Resolution for the City of Florence recognizing Billy Cecil Jeffords and Jackie Leverne Jeffords for their contributions to the Florence Community as lifetime residents, business owners, and beach music artists.

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

RESOLUTION 2015 – 24

**A RESOLUTION FOR THE CITY OF FLORENCE RECOGNIZING BILLY CECIL JEFFORDS AND JACKIE LEVERNE JEFFORDS FOR THEIR CONTRIBUTIONS TO THE FLORENCE COMMUNITY AS LIFETIME RESIDENTS, BUSINESS OWNERS, AND BEACH MUSIC ARTISTS.**

- WHEREAS,** Mr. Billy Jeffords and Mr. Jackie Jeffords are lifetime residents of Florence serving the community as business owners and beach music artists; and
- WHEREAS,** for many years Billy, Jackie and their brothers Charles and Wayne, The Jeffords Brothers Band, were a favorite performing and recording group throughout the southeast; and,
- WHEREAS,** in 2005, Billy and Jackie formed Dip Ferrell (Billy Jeffords) and the Truetones successfully recording their original songs; and,
- WHEREAS,** Dip Ferrell and the Truetones have been nominated numerous times by the Carolina Beach Music Association in the categories of Song of the Year, Group of the Year, Vocalist of the Year, and Album of the Year; and
- WHEREAS,** Billy and Jackie chose their hometown of Florence to hold the first live performance of Dip Ferrell and the Truetones on October 10, 2015 to a crowd of beach music enthusiasts creating a buzz throughout the beach music community; and
- WHEREAS,** Billy and Jackie’s accomplishments in the beach music industry provided Florence a significant presence in the beach music genre.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE:**

*The City of Florence commemorates and recognizes Billy Cecil Jeffords and Jackie Leverne Jeffords for their contributions to the Florence Community as lifetime residents, business owners, and beach music artists.*

RESOLVED 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

**VII. b.  
Resolution  
No. 2015-25**

FLORENCE CITY COUNCIL MEETING

DATE: October 29, 2015

AGENDA ITEM: RESOLUTION

DEPARTMENT/DIVISION: Public Works

ISSUE UNDER CONSIDERATION: A request to proclaim December 4, 2015 as Arbor Day in the City of Florence.

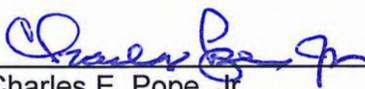
CURRENT STATUS/PREVIOUS ACTION TAKEN:

1. City Council has previously designated the first Friday in the month of December each year as Arbor Day in the City of Florence.
2. In order for the City of Florence to be eligible for the Tree City USA award, the National Arbor Day Foundation requires that the City sponsor an Arbor Day celebration.
3. The City of Florence has been recognized by the National Arbor Day Foundation as a Tree City USA for 35 consecutive years.

STAFF RECOMMENDATION:

City staff recommends that City Council proclaim December 4, 2015 as Arbor Day in the City of Florence.

NOTES:

  
\_\_\_\_\_  
Charles E. Pope, Jr.  
Director of Public Works

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

(STATE OF SOUTH CAROLINA)  
( )  
(CITY OF FLORENCE)

**RESOLUTION NO. 2015-25**

**WHEREAS,** In 1872 the first Arbor Day was observed with the planting of more than a million trees in Nebraska; and  
**WHEREAS,** Arbor Day is now observed throughout the nation and the world; and  
**WHEREAS,** trees can reduce erosion, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and  
**WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and  
**WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and  
**WHEREAS,** trees are a source of joy and spiritual renewal; and  
**WHEREAS,** Florence has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Florence, South Carolina, hereby declares December 4, 2015 as

**ARBOR DAY**

in the City of Florence, and all citizens are urged to support efforts to care for our trees and woodlands and to support our City's community forestry program.

**AND IT IS SO RESOLVED,** the 9<sup>th</sup> day of November, 2015.

**ADOPTED THIS** 9<sup>th</sup> day of November, 2015.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JAMES W. PETERSON, JR.**  
CITY ATTORNEY

\_\_\_\_\_  
**STEPHEN J. WUKELA**  
MAYOR

**ATTEST:**

\_\_\_\_\_  
**DIANNE M. ROWAN**  
MUNICIPAL CLERK

# Appointments to Boards and Commissions

## FLORENCE CITY COUNCIL MEETING

**DATE:** November 9,, 2015

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

**DEPARTMENT/DIVISION:** City Council

### **I. ISSUE UNDER CONSIDERATION:**

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

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

There are three boards or commissions that have either a vacancy or an expired term as of June 30, 2015.

### **III. ATTACHMENTS**

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

**SCHEDULE OF COUNCIL NOMINATIONS TO BOARDS AND COMMISSIONS - November 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	
<b>Accommodations Tax Advisory Committee</b>	X <sup>a</sup>			X <sup>b</sup>				Vacancy <sup>a</sup> ; Vacancy <sup>b</sup>
<b>City of Florence Zoning Board of Appeals</b>	X							Scott Kozacki
<b>Parks and Beautification Commission</b>	X		X					Vacancy; Vacancy

<sup>a</sup> Vacancy - Hospitality/Lodging (Lyles C. Lyles - Resigned)

(See attached highlighted sections of the SC Code of Laws for Committee Member requirements)

<sup>b</sup> Vacancy - 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)

**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>Smith LARRY D</i>		County <i>Florence</i>	Council District
Residential Address <i>1002 Wrenwood Rd</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29505</i>
Mailing Address <i>P.O. Box 4197</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29502-4197</i>
Your Occupation - Title <i>Operations Manager</i>		Business Phone <i>843 667-1818</i>	Residence Phone <i>843 642-7932</i>
Employer Name <i>DBS Communications</i>		E-Mail Address <i>dsmith7716@aol.com</i>	
Employer Address <i>1002 Wrenwood Rd</i>		City <i>Florence</i>	State <i>South Carolina</i>
			Zip Code <i>29505</i>

**General Qualifications**

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

Why would you like to serve?  
*I would like to support the Cultural programs of the City of Florence.*

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

Have you formerly served on any Commissions/ Boards of the City/ County/ State? If so, please list:  
*Yes, I have served on the At. Dec. Regional Transportation Board*

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

Are you involved in any Community Activities? If so, please list:  
*N/A*

What are your goals and objectives if appointed to the Commission/Board?  
*My goals are to serve as a voice for my community on issues related to Cultural*

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

Signature *[Handwritten Signature]*

Date *11-2-2015*

**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:	<i>11-2-2015</i>
Appointed to:	
Date:	



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>	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. Ivey 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**

**Current Board Member**

**Status**

**Councilmember to  
make appointment**

Scott Kozacki

Did not return letter

Councilwoman Ervin

**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

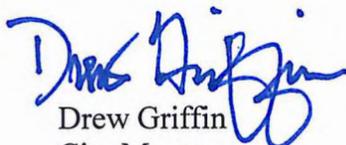
Dear Mrs. Wilcox:

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.

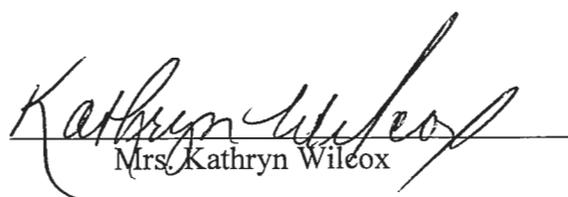
If you have any questions, please feel free to contact me.

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	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? *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 - 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:	



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

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

**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.; partic. part 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 **W/B**

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:	<b>3-16-2015</b>
Appointed to:	
Date:	

**Parks & Beautification Commission**

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

**Attachments:**

Letters of interest from current board member  
Applications received.