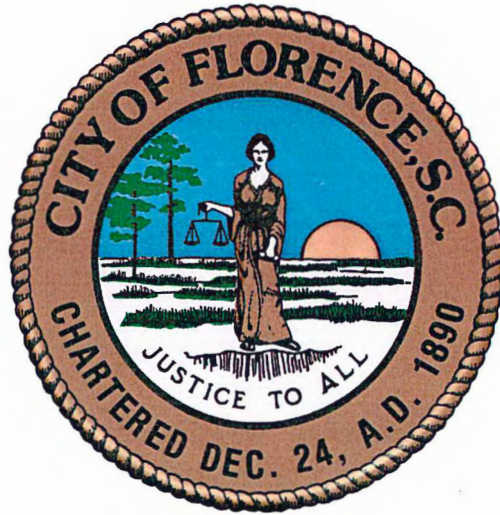


REGULAR MEETING
OF
FLORENCE CITY COUNCIL



COUNCIL CHAMBERS
324 W. EVANS STREET
FLORENCE, SOUTH CAROLINA

MONDAY
MARCH 9, 2020
1:00 P.M.



**REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, MARCH 9, 2020 – 1:00 P.M.
CITY CENTER – COUNCIL CHAMBERS
324 WEST EVANS STREET
FLORENCE, SOUTH CAROLINA**

I. CALL TO ORDER

II. INVOCATION

Pledge of Allegiance to the American Flag

III. APPROVAL OF MINUTES

February 10, 2020 – Regular Meeting

IV. HONORS AND RECOGNITIONS

RETIREMENT RECOGNITIONS:

Nelson Lee – 21 years – Beautification & Facilities

Adgie Kelly – 46 years – Equipment Maintenance

Gloria Howard – 33 years – Police

Charles Hobgood – 26 years – Police

SERVICE RECOGNITIONS:

Jose Guzman – 15 years – Beautification & Facilities

Monroe Givens – 10 years – Collection Operations

V. APPEARANCE BEFORE COUNCIL

a. Minister Marcus Simmons and Pastor Henry Badie – My Brother’s Keeper Shelter

To request assistance for the provision of food and supplies and the acquisition of a building.

VI. ORDINANCES IN POSITION

a. Bill No. 2020-07 – Second Reading

An ordinance to execute a lease agreement to lease to the Children’s Museum of the Pee Dee property and facilities at Freedom Florence.

VII. INTRODUCTION OF ORDINANCES

a. Bill No. 2020-08 – First Reading

An ordinance to abandon interest in a portion of the City of Florence sewer easement located on Florence County Tax Map Parcel 00236-01-001.

VIII. INTRODUCTION OF RESOLUTIONS

a. Resolution No. 2020-07

A resolution to recognize February 9, 2020 as Scouting in the United Methodist Church Day and celebrate the 100th anniversary of Scouting in the United Methodist Church.

IX. EXECUTIVE SESSION

a. The receipt of legal advice [30-4-70(a)(2)]

After returning to open session, Council may take action on matters discussed in Executive Session.

X. ADJOURN



**REGULAR MEETING OF FLORENCE CITY COUNCIL
MONDAY, FEBRUARY 10, 2020 – 1:00 P.M.
CITY CENTER – COUNCIL CHAMBERS
324 WEST EVANS STREET
FLORENCE, SOUTH CAROLINA**

MEMBERS PRESENT

Mayor Stephen J. Wukela, Mayor Pro tem Frank J. “Buddy” Brand, Councilman George Jebaily, Councilwoman Teresa M. Ervin, Councilman Glynn F. Willis, Councilwoman Octavia Williams-Blake and Councilwoman Pat Gibson-Hye Moore.

ALSO PRESENT

Mr. Andrew H. Griffin, City Manager; Mr. James W. Peterson, Jr., City Attorney; Mrs. Casey Moore, Assistant City Clerk; Mr. Scotty Davis, Deputy City Manager of Community Engagement; Mr. Clint Moore, Assistant City Manager of Development; Mr. Kevin Yokim, Assistant City Manager of Administration/Finance; Chief Allen Heidler, Florence Police Department; Chief Randy Osterman, Florence Fire Department; Mr. Michael Hemingway, Director of Utilities; Mr. Chuck Pope, Director of Public Works; and Mr. Jerry Dudley, Director of Planning.

MEDIA PRESENT

Mr. Matthew Christian of the Morning News and Mr. Curtis Graham of WBTW News Channel 13.

Notices of this regular meeting of City Council were provided to the media and individuals requesting a copy of the agenda informing them of the date, location and time of the meeting.

CALL TO ORDER

Mayor Wukela called the February 10, 2020 regular meeting of Florence City Council to order at 1:04 p.m.

INVOCATION

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

APPROVAL OF MINUTES

Councilman Willis made a motion to adopt the minutes of the January 13, 2020 Regular City Council meeting and Councilwoman Ervin seconded the motion. The minutes were unanimously adopted.



FLORENCE CITY COUNCIL
REGULAR MEETING – FEBRUARY 10, 2020

ADDENDUM TO THE AGENDA:
APPEARANCE BEFORE COUNCIL

Ms. J. Renee Johnson

To speak to Council on the JRenee Art Exhibit at the Florence County Library.

Councilwoman Moore made a motion to add this item to the February 10, 2020 regular City Council meeting agenda and Councilwoman Ervin seconded the motion. The item was added by unanimous consent.

Ms. Johnson spoke to Council about the JRenee art exhibit at the Florence County Library and invited Council to attend. Ms. Johnson thanked the City and Council for their support.

ORDINANCES IN POSITION

Bill No. 2020-01 – Second Reading

An ordinance to declare five parcels of land along North Dargan Street: Florence County Tax Map Parcels 90086-04-003, 90086-04-004, 90085-11-005, 90085-11-003 and 90085-11-002 as surplus property and authorize the conveyance to HopeHealth for the purpose of facility expansion and development.

Councilwoman Moore made a motion to adopt Bill No. 2020-01 on second reading and Councilman Jebaily seconded the motion.

Council voted 6-0 to adopt Bill No. 2020-01 on second reading, with Councilwoman Ervin having recused herself from the vote due to a potential conflict of interest.

Bill No. 2020-02 – Second Reading

An ordinance to annex and zone NC-15 the parcel located at 2490 Abbey Way, Florence County Tax Map Parcel 01221-01-248.

Pro tem Brand made a motion to adopt Bill No. 2020-02 on second reading and Councilwoman Ervin seconded the motion.

Council voted unanimously (7-0) to adopt Bill No. 2020-02.

Bill No. 2020-03 – Second Reading

An ordinance to annex and zone CG the parcel located on West Palmetto Street, Florence County Tax Map Parcel 00100-01-003.

Councilman Willis made a motion to adopt Bill No. 2020-03 on second reading and Councilman Jebaily seconded the motion.

Council voted unanimously (7-0) to adopt Bill No. 2020-03.

Bill No. 2020-04 – Second Reading

An ordinance to abandon interest in the City of Florence ingress/egress easement located on Florence County Tax Map Parcel 00145-01-009, accessed from Cecil Road.



**FLORENCE CITY COUNCIL
REGULAR MEETING – FEBRUARY 10, 2020**

Councilwoman Moore made a motion to adopt Bill No. 2020-04 on second reading and Councilwoman Williams-Blake seconded the motion.

Council voted 6-0 to adopt Bill No. 2020-04, with Councilman Willis having recused himself from the vote due to a potential conflict of interest.

Bill No. 2020-05 – Second Reading

An ordinance to amend the City of Florence Unified Development Ordinance Section 2-4.1.3 and Table 2-4.1.3 regarding the requirements for townhome development.

Pro tem Brand made a motion to adopt Bill No. 2020-05 on second reading and Councilman Willis seconded the motion.

Council voted unanimously (7-0) to adopt Bill No. 2020-05.

Bill No. 2020-06 – Second Reading

An ordinance approving a Conditional Grant and Development Agreement and authorizing the conveyance of property for Project Urban Square.

Councilwoman Moore made a motion to adopt Bill No. 2020-06 on second reading and Councilman Willis seconded the motion.

Mr. Jim Peterson, City Attorney reported the Conditional Grant and Development Agreement has been amended for second reading. Mr. Peterson explained since first reading, the developer completed its Phase I Environmental study and discovered minor concerns that necessitates a Phase II study. Phase II will take approximately 90 days to complete, find out the results and react accordingly; therefore, the land transfer date will be moved from the end of February to the end of May. The multi-family start and completion dates will also be delayed by 90 days and the deadline for the site plan will be delayed 30 days to March 31st. No other dates within the agreement will be affected.

Council voted unanimously (7-0) to adopt Bill No. 2020-06.

INTRODUCTION OF ORDINANCES

Bill No. 2020-07 – First Reading

An ordinance to execute a lease agreement to lease to the Children's Museum of the Pee Dee property and facilities at Freedom Florence.

Councilwoman Moore made a motion to pass Bill No. 2020-07 on first reading and Councilman Willis seconded the motion.

Mr. Chuck Pope, Public Works Director reported Council previously received information and a request for the approval of a Children's Museum in Florence. The lease agreement is to lease property at Freedom Florence to the Children's Museum.

Council voted unanimously (7-0) to pass Bill No. 2020-07.



INTRODUCTION OF RESOLUTIONS

Resolution No. 2020-03

A resolution adopting a Cash on Hand Policy for the City of Florence, South Carolina.

Pro tem Brand made a motion to adopt Resolution No. 2020-03 and Councilwoman Ervin seconded the motion.

Mr. Kevin Yokim, Assistant City Manager reported the City has had an informal policy regarding the amount of cash on hand in the City's general fund. The City's Financial Advisor, Walter Goldsmith has advised that adopting such a policy would assist in improving the City's bond rating.

Council voted unanimously (7-0) to adopt Resolution No. 2020-03.

Resolution No. 2020-04

A resolution by the City Council of the City of Florence, South Carolina, declaring its intent pursuant to United States Treasury Department, Internal Revenue Service, Regulation 1.150-2 to reimburse certain funds or accounts of the city from proceeds of tax-exempt bonds for certain public infrastructure capital improvements.

Councilman Willis made a motion to adopt Resolution No. 2020-04 and Councilman Jebaily seconded the motion.

Mr. Yokim reported the City is planning to issue Installment Purchase Revenue Bonds in late 2020 to retire the Bond Anticipation Notes issued to purchase the Florentine property and to fund the completion of a track and baseball complex, a downtown theater, a parking garage and other related infrastructure improvements, and two fire stations. The City intends to expend funds on these projects for such items as survey, architect, and engineering services before the Installment Purchase Revenue Bonds are issued. In order for the City to reimburse itself for these expenditures from bond proceeds, Internal Revenue Service regulations require the adoption of a reimbursement resolution.

Councilman Brand asked what the term and rate will be for the bonds and Mr. Yokim replied the bond will more than likely be a 20 year bond and estimates the rate to be between 3-4%.

Council voted unanimously (7-0) to adopt Resolution No. 2020-04.

Resolution No. 2020-05

A resolution for the City of Florence supporting the implementation of Renewable Energy.

Councilwoman Ervin made a motion to adopt Resolution No. 2020-05 and Councilwoman Moore seconded the motion.

Councilman Ervin read the Resolution and asked that Reverend Leo Woodbury and those present in favor of the resolution come forward. Reverend Woodbury thanked Council for their support of renewable energy.

Council voted unanimously (7-0) to adopt Resolution No. 2020-05.



**FLORENCE CITY COUNCIL
REGULAR MEETING – FEBRUARY 10, 2020**

ADDENDUM TO THE AGENDA

Resolution No. 2020-06

A resolution to honor Clarke and Company Benefits LLC's contributions to the efforts to revitalize downtown Florence.

Councilman Jebaily made a motion to add this item to the February 10, 2020 regular City Council meeting agenda and Pro tem Brand seconded the motion. The item was added by unanimous consent.

Councilman Willis made a motion to adopt Resolution No. 2020-06 and Councilwoman Moore seconded the motion.

Councilman Willis presented the resolution to Clarke and Company Benefits and thanked them for their contributions to the City.

Council voted unanimously (7-0) to adopt Resolution No. 2020-06.

ADJOURN

Without objection, the Regular meeting of City Council was adjourned at 1:43 p.m.

Dated this 9th day of March, 2020.

Amanda P. Pope, Municipal Clerk

Stephen J. Wukela, Mayor

FLORENCE CITY COUNCIL MEETING

VI. a.
Bill No. 2020-07
Second Reading

DATE: January 27, 2020

AGENDA ITEM: Ordinance

DEPARTMENT/DIVISION: City Administration

ISSUE UNDER CONSIDERATION: To give consideration to a lease granting The Children's Museum to use a building located within the Freedom Florence Recreational Complex for the purpose of development and operating facilities and properties to create innovative and enjoyable educational experiences and programs to engage and attract people in lifelong learning.

CURRENT STATUS/PREVIOUS ACTION TAKEN: During a special meeting, City Council received information and gave general approval to providing assistance for the development of a Children's Museum in Florence. Under the direction of City Council, City staff has worked with the committee for The Children's Museum to determine a location for the facility.

POINTS TO CONSIDER:

1. The Children's Museum Committee is searching for a permanent location to house an educational hands-on creative space for children and young families in the community.
2. Originally, the search for a facility location was centered around the downtown area; however, the permanent closing of the Science South facility, which is owned by the City of Florence, presents an opportunity for a suitable and affordable location for The Children's Museum.
3. The lease is for an initial term of 10 years and contains a non-transferable clause unless approved by City Council.
4. Parking shall be shared by both the City and The Children's Museum and it will be the responsibility of The Children's Museum to schedule its programming around City uses of the Freedom Florence Recreational Complex.
5. Lease to cover the same use as in previous lease to Science South.

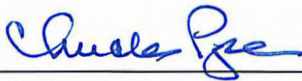
STAFF RECOMMENDATION:

Staff recommends the approval of the lease and the development of The Children's Museum within the leased area.

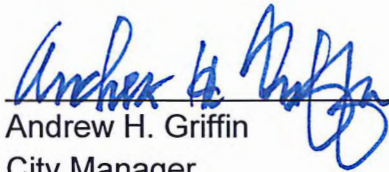
NOTES:

ATTACHMENTS:

1. Copy of the lease agreement.



Chuck Pope
Public Works Director



Andrew H. Griffin
City Manager

ORDINANCE No. 2020 - _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT TO LEASE A CITY BUILDING LOCATED WITHIN THE FREEDOM FLORENCE RECREATIONAL COMPLEX TO THE CHILDREN'S MUSEUM.

WHEREAS, it is in the best interest of the citizens of Florence and the surrounding region for the City to facilitate the location of The Children's Museum facility to allow The Children's Museum, as a nonprofit organization, to create, operate and maintain facilities, programs, and events for innovative and enjoyable educational experiences to engage people in lifelong learning, and

WHEREAS, the City has agreed to enter into a Lease Agreement with The Children's Museum of certain building and property owned by the City at Freedom Florence;

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

1. That, pursuant to §5-7-260(6) of the South Carolina Code of Laws, as amended and §2-26(8) of the Code of Ordinances of the City of Florence, the City Manager of the City of Florence is hereby authorized to execute a Lease to lease The Children's Museum property and facilities at Freedom Florence, said properties being described in the Lease attached hereto and incorporated herein, as Exhibit A.
2. This ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Florence.

ADOPTED THIS _____ DAY OF _____, 2020.

Approved as to form:

JAMES W. PETERSON, JR.
City Attorney

STEPHEN J. WUKELA
Mayor

AMANDA P. POPE
Municipal Clerk

once every five (5) years, on the anniversary date of this Agreement. No notice is required to be given by either party in order to provide for the Extended Terms herein described. Such Extended Terms shall accrue automatically, and consent therefor shall be automatically inferred on the part of both parties hereto; provided, however, that the Extended Term(s) shall be valid only if, at the time of the maturity of such Extended Term(s), neither party has delivered to the other written notice that the party does not consent to any further extension of the Term. During each Extended Term, all of the terms and conditions of this Agreement shall continue in full force and effect, as the same may be amended, supplemented, or modified.

4. Warranties:

(a) Authority: The Lessor has the authority to enter into this lease and has fulfilled all legal requirements for the authorization and execution of this lease.

(b) Warranties of Title: Lessor represents to Lessee that it has good and marketable title to the leased premises, subject to all valid easements and restrictions of record, and that it has full and lawful authority to enter into this lease and to put Lessee into peaceful possession of the leased premises.

(c) Disclaimer of Warranties of Condition: Lessee accepts the leased premises "as is." Lessor makes no warranties or representations as to the condition of the leased premises or any improvements thereon.

(d) Warranty of Quiet Enjoyment: Lessor warrants to Lessee the quiet enjoyment of the leased premises, safe from lawful claim or disturbance of any person claiming by, through, or under Lessor, for the full term of the lease, and during the term of any and all renewal terms hereof, so long as Lessee is not in default of its performance of any covenant contained herein. It is understood and agreed that Lessor shall be allowed to

continue to use the gymnastics facility located on the leased premises until such time as Lessor moves the gymnastics programs to another location.

(d) Assignment of Contractor and Vendor Warranties: Lessor assigns to Lessee its rights under all assignable contractor or vendor warranties relating in any way to any building, fixture, or other improvement located on the leased premises.

5. Rent: The consideration for entering into this lease is one (\$1.00) dollar per year of each and every leased term, said sum to be paid in one lump sum of ten and 00/100 (\$10.00) Dollars upon execution of his Lease, receipt whereof is hereby acknowledged.

6. Permitted Uses: The leased premises may be used by the Lessee, as a nonprofit organization, for the development, maintenance, and operation of facilities and properties for innovative and enjoyable educational experiences and programs to engage and attract people in lifelong learning.

7. Improvements and Signage:

(a) Improvements by Lessee: Lessee shall have the right, at its expense, to make additions and/or modifications to those facilities and improvements existing upon the leased premises at the commencement of the lease term and to develop additional facilities and improvements in the future, not inconsistent with the permitted uses stated herein. All additional facilities and improvements will require approval by the Lessor.

(b) Signage: Lessee shall also have the right, at its expense, to place signage for its facilities and programs on the premises, and it is agreed that such signage will be designed and installed in a manner consistent with the signage for Freedom Florence and approved by the Lessor. Lessor shall not unreasonably refuse to approve such signage.

8. User Fees: The Lessee shall be entitled to establish its own schedule of user fees for the use of the facilities by the public.

9. Insurance by Lessee and Hold Harmless Agreement: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this lease one or more policies of general liability and hazard, and worker's compensation insurance in an amount sufficient to provide coverage for any and all risks of liability associated with Lessee's occupancy and use of the leased premises and the activities authorized hereunder. The general liability insurance shall at all times be in an amount at least equal to the amount of coverage as maintained by the City of Florence.¹ Such insurance shall be written by companies authorized to write such insurance in the State of South Carolina. Lessor and Lessee hereby waive any and all rights of recovery against the other to the extent that damage or liability is insured against under a policy or policies of insurance. Additionally, Lessee hereby agrees to hold Lessor harmless and to provide Lessor with a defense from any and all liability arising from or associated with its operation and use of said facilities.

10. Transfer or Assignment: The Lessee may not transfer or assign this lease or let or sublet the whole or any part of the leased premises to anyone without the prior written consent of Lessor.

11. Maintenance: Lessee is to maintain all buildings and improvements on the sites in a reasonable and safe manner, keep said buildings and sites in good condition, and pay for all costs for said maintenance. Lessor shall notify the Lessee in writing of any alleged failure on the part of the Lessee to properly maintain all buildings and improvements.

12. Taxes, Assessments, and Utilities: Lessee shall be responsible for all *ad valorem* property taxes (real or personal) or payments in lieu thereof as may be due during the lease term and any and all subsequent renewals of this lease on the leased premises, and any buildings or improvements thereon. In addition, the Lessee shall be responsible for payment of all utilities provided to service the leased premises.

¹ The current requirement is for general liability coverage in the amount of not less than \$1,000,000.00.

13. Surrender of Lease: The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any and all such subleases or subtenancies.

14. Event of Default:

(a) The following events ("Events of Default") shall constitute events of default under this lease:

(i) If Lessee shall fail to pay any sum of money payable hereunder on or before the date the same is due and such failure shall continue for a period of forty-five (45) days after due written notice thereof to Lessee by Lessor; or

(ii) If Lessee fails to comply with the terms and conditions of this lease other than payment of any sum of money due hereunder, and shall not commence to cure such failure within forty-five (45) days after due written notice thereof to Lessee by Lessor, or thereafter fails to act diligently and promptly to cure such failure; or

(iii) If Lessee voluntarily discontinues or voluntarily ceases to use the leased premises as provided hereunder for a period in excess of ninety (90) days.

(b) Upon the occurrence of any Event of Default hereunder, Lessor shall be entitled, as its sole and exclusive remedy, to terminate this lease and Lessee's right of possession of the premises in which event, Lessee shall surrender the premises to Lessor.

(c) In the event Lessor elects to terminate this lease by reason of the occurrence of an Event of Default, this lease shall terminate and come to an end as if the date of termination hereof were the date originally fixed herein for the expiration of the terms hereof.

15. Condemnation: If the whole or any part of the leased premises is taken or condemned by any competent authority for any public use or purpose, then this lease may, at the sole option of

Lessee, terminate as to the portion taken as of the date said title shall be taken. If a portion of the leased premises shall be taken so as to render the remainder thereof unusable for the purposes for which the premises were leased, then this lease shall, at the sole option of Lessee, terminate as of the date said title shall be taken. In the event that any portion of the leased premises shall be taken and by reason thereof, Lessee exercise its option to terminate this lease, then and in that even, Lessee shall have no claim against Lessor for the value of any unexpired portion of the lease term. Lessor shall be entitled to the entire award given, including any special damages; provided, however, that as to any portion of payment received by way of just compensation which is in any way attributable to the value of any and all capital improvements by Lessee, then and in that event, Lessee shall be entitled to receive a pro-rata share thereof based upon the percentage that its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvement taken or damaged, or be unable to agree between and among themselves as to such value, the parties shall jointly petition the jury, commission, or other trier of fact, by way of appeal or otherwise, to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

16. Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable, or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

17. Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto.

18. Notices: Wherever in this lease it shall be required or permitted that notice be given by either party to this lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

City Manager
City of Florence
324 W. Evans Street
Florence, SC 29501

Meghan Swink
Children's Museum
PO Box 13365
Florence, SC 29504

19. Modification: This lease agreement may be modified only by a signed and written instrument, properly and validly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto do hereby set our seals on this the ___ day of March, 2020.

WITNESSES:

City of Florence

By: _____
ANDREW H. GRIFFIN
City Manager

Children's Museum

By: _____

FLORENCE CITY COUNCIL MEETING

DATE: March 9, 2020

AGENDA ITEM: An ordinance to abandon interest in a portion of the City of Florence sewer easement located on Florence County Tax Parcel 00236-01-001.

DEPARTMENT/DIVISION: Department of Planning, Research & Development

I. ISSUE UNDER CONSIDERATION:

Abandonment of a portion of the City of Florence sewer easement, specifically the easement located interior to the property on TMP 00236-01-001.

II. CURRENT STATUS/PREVIOUS ACTION TAKEN:

This issue is before City Council for first reading. It has not been considered, nor has any previous action been taken by the City Council.

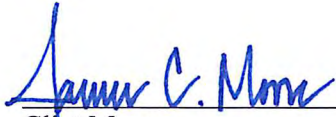
III. POINTS TO CONSIDER:

- (1) Request is being considered for first reading.
- (2) This abandonment of the portion of existing sewer line and easement is due to the development of Project 4000-3 (Niagra Bottling Company) where it is in conflict with the proposed building.
- (3) There is a sewer easement located on Tax Map Parcel 00236-01-001 which provides sewer access to the aforementioned property and to TMN 00236-01-031, located to the North.
- (4) The City will relocate this sewer line along Florence Harlee Boulevard to provide access to TMN 0026-01-031, to the North.
- (5) The following City of Florence departments were contacted regarding the abandonment of the easement: Fire; Police; Public Works; Utilities; and Planning, Research, and Development. None of the aforementioned departments found any reason to maintain the City's interest in the interior easement.
- (6) Upon adoption of this ordinance, the portion of easement may be released through the quit-claim deed process.
- (7) City Staff recommends abandonment of a portion of the City's sewer easement approximately 30' south of Existing Manhole #9-D to Existing Manhole #9-A on General William W. Drive as identified on Attachment C.

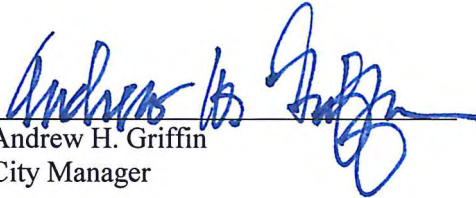
IV. PERSONAL NOTES

V. ATTACHMENTS:

- (A) Ordinance (and Exhibit A)
- (B) Location Map
- (C) Easement Map



Clint Moore
Assistant City Manager



Andrew H. Griffin
City Manager

ORDINANCE NO. 2020-_____

AN ORDINANCE TO ABANDON INTEREST OF THE CITY OF FLORENCE IN A PORTION OF THE SEWER EASEMENT INTERIOR TO FLORENCE COUNTY TAX PARCEL 00236-01-001.

WHEREAS, a request has been made for the City to abandon its interest in a portion of the sewer easement interior to Florence County Tax Parcel 00236-01-001 illustrated on Attachment C; and

WHEREAS, Section 2-26 of the Code of Ordinances states Council shall act by ordinance in all matters required by law to be done by ordinance, including the conveyance of any lands of the City; and

WHEREAS, The following City of Florence departments were contacted regarding the abandonment of the easement: Fire; Police; Public Works; Utilities; and Planning, Research, and Development. None of the aforementioned departments found any reason to maintain the City's interest in this easement.

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 the City of Florence abandons its interest in a portion of sewer easement which will then revert to the parcel's property owner after the necessary legal documents have been properly executed.
2. That this Ordinance shall become effective seven days upon its approval and adoption by the City Council of the City of Florence.

EXECUTED ON ONE (1) ADDITIONAL PAGE

ADOPTED THIS _____ DAY OF _____, 2020

Approved as to form:

James W. Peterson, Jr.
City Attorney

Stephen J. Wukela
Mayor

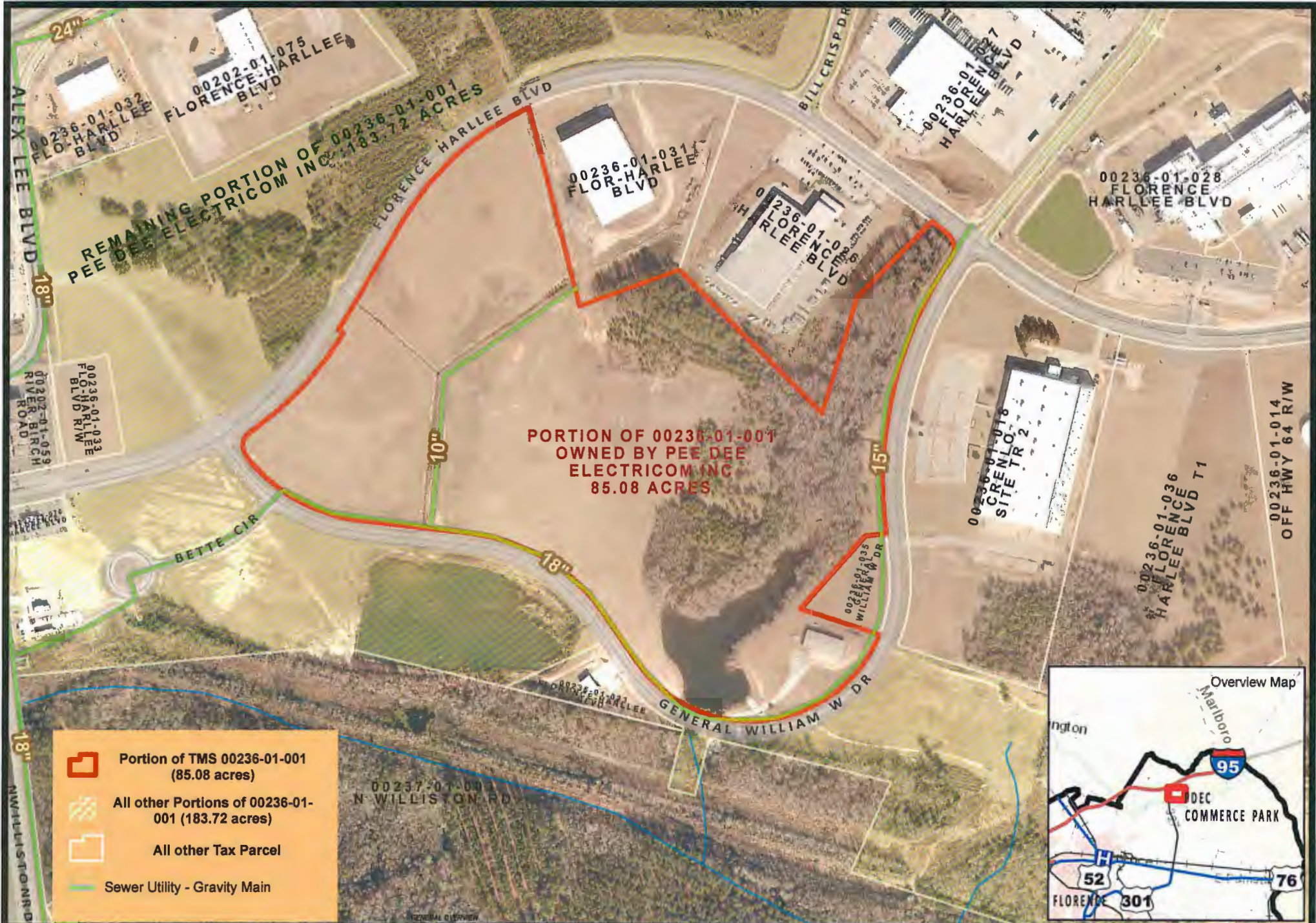
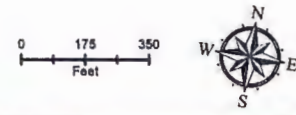
Attest:





Amanda P. Pope
Municipal Clerk

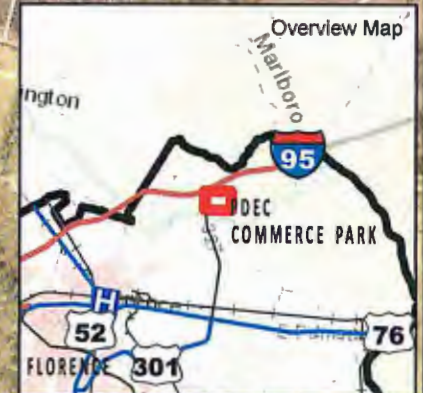
ATTACHMENT B - 85.08 ACRE PORTION OF TMS 00236-01-001

PDEC Commerce Park - Florence County, SC

Date: 3/4/2020



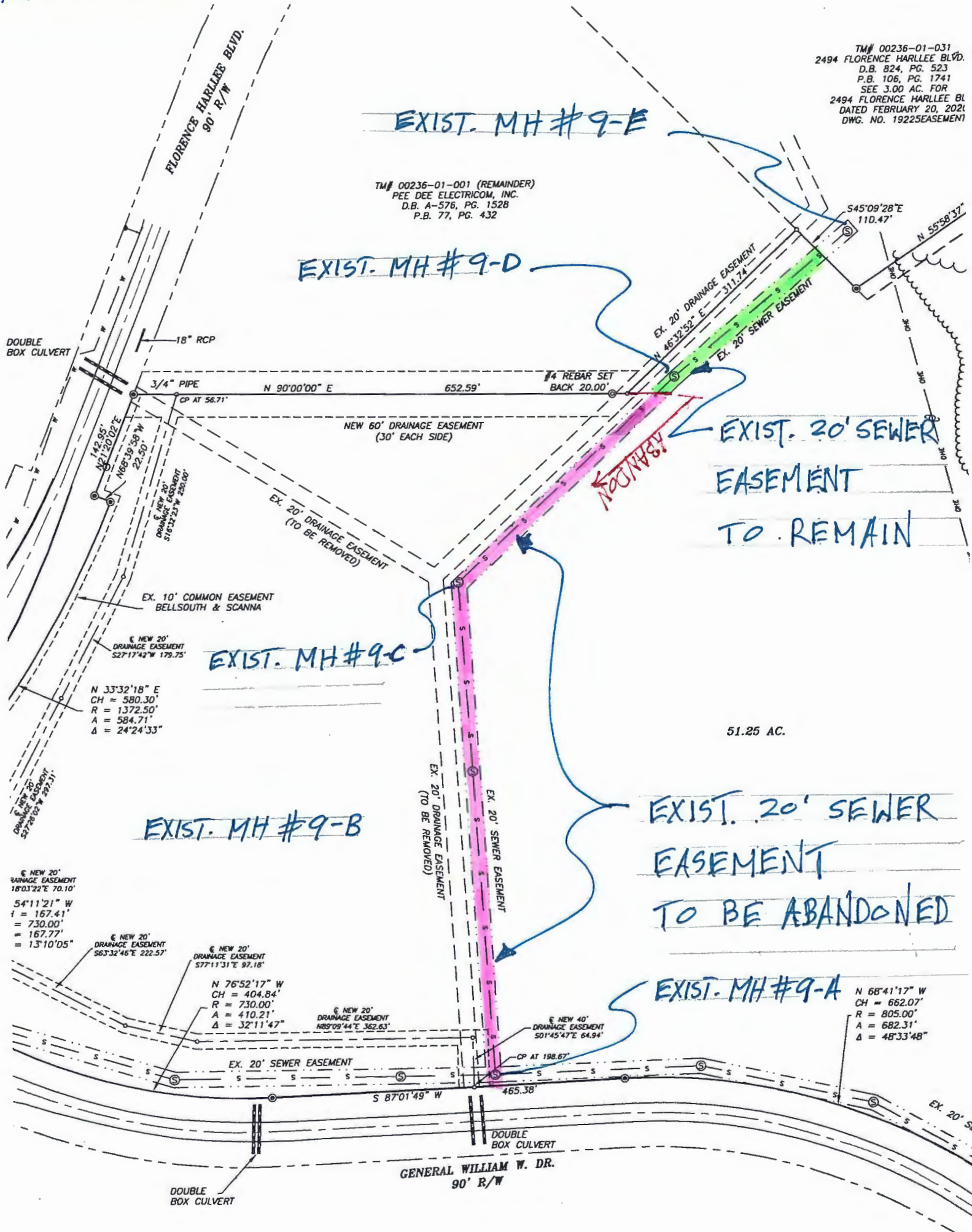
-  Portion of TMS 00236-01-001 (85.08 acres)
-  All other Portions of 00236-01-001 (183.72 acres)
-  All other Tax Parcel
-  Sewer Utility - Gravity Main



ATTACHMENT C

TM# 00236-01-031
 2494 FLORENCE HARLLEE BLVD.
 D.B. 824, PG. 523
 P.B. 106, PG. 1741
 SEE 3.00 AC. FOR
 2494 FLORENCE HARLLEE BL
 DATED FEBRUARY 20, 2021
 DWG. NO. 19225EASEMENT

TM# 00236-01-001 (REMAINDER)
 PEE DEE ELECTRICOM, INC.
 D.B. A-576, PG. 1528
 P.B. 77, PG. 432



FLORENCE CITY COUNCIL MEETING

DATE: March 9, 2020
AGENDA ITEM: Resolution
DEPARTMENT/DIVISION: City Council

I. ISSUE UNDER CONSIDERATION

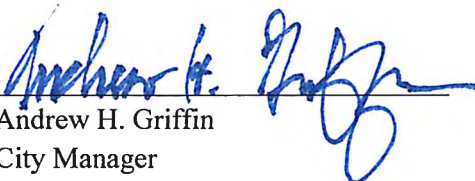
A resolution to recognize February 9, 2020 as Scouting in the United Methodist Church Day and celebrate the 100th anniversary of Scouting in the United Methodist Church.

II. POINTS TO CONSIDER

- A. The Methodist movement was brought to the American colonies and founded as the Methodist Episcopal Church in December 1794.
- B. On June 15, 1916 President Woodrow Wilson officially signed Title 36 of Congress officially chartered the Boy Scouts of America.
- C. Boy Scouts of America and the Methodist Episcopal Church entered into a formal agreement in 1920 and celebrated the first Scout Sunday on the second Sunday of February 1920.
- D. On February 9, 2020, the United Methodist Church celebrated the 100th anniversary of its relationship with the Boy Scouts of America.

III. ATTACHMENTS

Resolution No. 2020-07


Andrew H. Griffin
City Manager

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

RESOLUTION NO. 2020-07

WHEREAS, John Wesley founded the Methodist movement in England in 1738; and

WHEREAS, the Methodist movement was brought to the American colonies and founded as the Methodist Episcopal Church in December 1794; and

WHEREAS, the Boy Scout movement was founded in Great Britain in 1908 by a cavalry officer, Lieutenant General Lord Robert Baden-Powell and was brought to the USA by Chicago publisher W.D. Boyce; and

WHEREAS, on June 15, 1916, President Woodrow Wilson signed Title 36 of Congress officially chartering the Boy Scouts of America; and

WHEREAS, the Boy Scouts of America's stated purpose at its incorporation in 1916 was "to teach [boys] patriotism, courage, self-reliance, and kindred values"; and

WHEREAS, Boy Scouts of America and the Methodist Episcopal Church entered into a formal agreement in 1920 and celebrated the first Scout Sunday on the second Sunday of February 1920; and

WHEREAS, the United Methodist Church will celebrate the 100th anniversary of its relationship with Boy Scouts of America on February 9, 2020; and

WHEREAS, in 2020 the United Methodist Church will be the largest sponsor of Boy Scouts of America with over 6,900 units chartered, serving over 320,200 youth with 118,000 adult volunteers in those charters.

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

The City of Florence joins with the United Methodist Church in celebrating its 100th anniversary of its ministry of Scouting and honors the United Methodist Church and Boy Scouts of America for their commitment to the children and youth of our community, and proclaims February 9, 2020 as Scouting in the United Methodist Church day.

RESOLVED THIS 9TH DAY OF MARCH, 2020.

Approved as to form:

JAMES W. PETERSON, JR.
CITY ATTORNEY

STEPHEN J. WUKELA
MAYOR

ATTEST:

AMANDA P. POPE
MUNICIPAL CLERK